

**HENDRICK HUDSON
SCHOOL DISTRICT**



2019-2026 COLLECTIVE BARGAINING AGREEMENT

**HENDRICK HUDSON
EDUCATION ASSOCIATION**

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**COLLECTIVE BARGAINING AGREEMENT
BETWEEN
HENDRICK HUDSON SCHOOL DISTRICT
MONTROSE, NY
AND
HENDRICK HUDSON EDUCATION ASSOCIATION**

PREAMBLE

SECTION 1 – PHILOSOPHY

The Board of Education (“Board”) and the Hendrick Hudson Education Association (“Association”) firmly believe that the primary function of the Board and its professional staff is to assure each boy and girl attending the Hendrick Hudson School District (“District”) the highest level of educational opportunities obtainable. The Board recognizes that teaching is a profession; the Board and the Association believe that the educational program is realized to the highest degree when mutual understanding, cooperation, and effective communications exist between the Board, the Administration and its teaching staff. This commonality of goals and interests reflects the professional concept of shared responsibility in policy development which can be achieved only through an open free exchange of views, with all parties participating in deliberations leading to the determination of matters of mutual concern.

SECTION 2 – ACADEMIC FREEDOM

- A. The parties to this Agreement seek to educate young people in the democratic tradition, to foster recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights, and to instill appreciation of the values of individual personality. It is recognized that these democratic values can best be transmitted in an atmosphere in which academic freedom for bargaining unit member and pupil is encouraged.
- B. Freedom of individual conscience, association and expression will be encouraged and fairness in procedures will be observed both to safeguard the legitimate interests of the schools and to exhibit by appropriate examples the basic objectives of a democratic society.
- C. Academic freedom shall include, for all parties concerned, the right to evaluate the programs and policies of the schools of Hendrick Hudson School District and to make constructive suggestions at the appropriate level and in an ethical manner.

ARTICLE I PROCEDURE OF AGREEMENT

SECTION 1 – RECOGNITION

- A. The Hendrick Hudson Education Association has been recognized as the exclusive bargaining agent for a unit consisting of all certified personnel and licensed registered nurses (See Appendix A) except per diem substitutes, all administrators, and those whose responsibilities include the formal recommendation or direct determination of teacher assignments, and/or the making of periodic observations/evaluations, whether formal or informal, of certified staff. The Hendrick Hudson Education Association does not assert the right to strike against the District, nor shall it assist or participate in any strike, or impose an obligation to conduct, assist or participate in any strike upon its membership.

SECTION 2 – PROCEDURE FOR NEGOTIATIONS

- A. **Negotiating Teams** The designated representative of the Board will meet with representatives designated by the Association, neither group to exceed five members, at such mutually agreed upon places and times for the purpose of effecting a free exchange of facts, opinions, proposals and counterproposals in a good faith effort to reach mutual understanding and agreement.
- B. **Opening Negotiations** Upon receipt of a written request by either party for a meeting to open negotiations, a mutually acceptable meeting date shall be set not more than 15 days following such request. Such request shall be made on or before January 15, 2026. All proposals to be negotiated shall be presented in writing by the Association and District prior to final agreement on any item.
- C. **Consultants** The parties may call upon consultants to assist in preparing for negotiations and to advise them during negotiating sessions. The expense of such consultants shall be borne by the party requesting them.
- D. **Exchange of Information** Both parties shall furnish each other, upon reasonable request, all available information pertinent to the issues under consideration.
- E. **Right of Caucus** Either party has the right of caucus at any time during a negotiating session.
- F. **Reaching Agreement** When total agreement is reached on the matters under negotiation, the Memorandum of Agreement shall be reduced to writing and submitted to the Association and the Board for approval. All members of the negotiating teams shall have the responsibility of strongly urging the acceptance of the total agreement by the parties they represent. Upon approval by the Association and the Board, the Board shall take such action upon the agreement as is necessary to implement it and make it official.
- G. **Implementing Negotiations** Both parties involved in the negotiations of, or administration of an agreement, shall have the right to use school facilities when such are not otherwise used for educational purposes provided the use of such facilities are appropriately directed to achieve worthy goals.

SECTION 3 – STANDARD OF EDUCATIONAL OPPORTUNITIES

- A. It is mutually recognized by the Board and the Association that all educational opportunities for children and all conditions of employment shall be maintained at not less than the minimum standards in effect at the time the agreement resulting from these negotiations and agreement resulting from subsequent negotiations is signed. The agreement resulting from negotiations shall not be interpreted or applied to deprive children of educational opportunities or bargaining unit members of professional advantages heretofore enjoyed unless expressly stated therein.

ARTICLE II SALARY

The goals established by the Board and Association with respect to salary and fringe benefits (Article III) shall be:

To enable the District to attract certified and experienced personnel as well as those who are new to the profession, bargaining unit members whose professional performance will measure up to the high standards expected by the Board, the Administration and the Hendrick Hudson Education Association.

To enable the District to retain those on the staff who have demonstrated satisfactorily their ability to perform up to or beyond the accepted standards of the District.

To provide for bargaining unit members and their families' compensation commensurate with the investment in time, training and service required and expected of them.

SECTION 1 – CRITERIA

The following criteria are established for the duration of this Agreement.

A. **Percentage Increase** The salary schedule will be determined on the present index system based upon professional experience and approved degrees and credits. Percentage increases shall be applied as an increase to the base (Step 1 of the BA line) of the previous year's Hendrick Hudson salary schedule. The index shall then determine the balance of the schedule. (Appendix B-1)

The index system and salary schedule will be expanded to include 86 credits.

- a) 2019-2020 Salary Schedule: 0% increase above prior year, regular step increment movement for those unit members eligible for movement.
- b) 2020-2021 Salary Schedule: 0% increase above prior year, regular step increment movement for those unit members eligible for movement.
- c) 2021-2022 Salary Schedule:
 - i. 1% increase above prior year for all steps.
 - ii. An additional .25% on Step 18.
 - iii. Each unit member will receive a recurring \$500 off-schedule payment.
- d) 2022-2023 Salary Schedule:
 - i. 1% increase above prior year for all steps.
 - ii. Each unit member will receive a recurring \$500 off-schedule payment.
 - iii. Effective July 1, 2022, eliminate Step 1 of the salary schedule. It is understood that the elimination of the steps on the salary schedule shall not have any negative impact on the calculation of the promotional increment which is based on the salary schedule used for any current school year. As the steps are eliminated, the reference steps used to determine the promotional increment will be adjusted accordingly.
- e) 2023-2024 Salary Schedule:

- i. The percentage increase on base wages shall be equal to the January 2023 CPI. CPI shall refer to the CPI-U (Consumer Price Index Urban) for the New York-Northern New Jersey-Long Island Region for the time period of January 1 to December 31 of the immediately preceding year, but if that CPI percentage is less than 1.0%, then the increase shall be 1% and if the CPI percentage is more than 1.5%, then the increase shall be 1.5%.
 - ii. Effective July 1, 2023, eliminate step 2. It is understood that the elimination of the steps on the early salary schedule shall not have any negative impact on the calculation of the promotional increment which is based on the salary schedule used for any current school year. As the steps are eliminated, the reference steps used to determine the promotional increment will be adjusted accordingly.
 - f) 2024-2025 Salary Schedule:
 - i. The percentage increase on base wages shall be equal to the January 2024 CPI. CPI shall refer to the CPI-U (Consumer Price Index Urban) for the New York-Northern New Jersey-Long Island Region for the time period of January 1 to December 31 of the immediately preceding year, but if that CPI percentage is less than 1.0%, then the increase shall be 1% and if the CPI percentage is more than 1.5%, then the increase shall be 1.5%.
 - g) 2025-2026 Salary Schedule:
 - i. The percentage increase on base wages shall be equal to the January 2025 CPI. CPI shall refer to the CPI-U (Consumer Price Index Urban) for the New York-Northern New Jersey-Long Island Region for the time period of January 1 to December 31 of the immediately preceding year, but if that CPI percentage is less than 1.0%, then the increase shall be 1% and if the CPI percentage is more than 1.5%, then the increase shall be 1.5%.
 - h) For years where the salary increase is tied to the CPI, salary schedules will be produced and shared with the President of the HHEA within two weeks of the publication of the CPI rate in January of each of the respective years.
 - i) Career Increment shall be based upon difference of Steps 14 and 15 of the current Salary Schedule.
 - j) The Salary Schedule for each of the years of the Agreement are attached hereto.
- B. **Annual Stipend** Effective July 1, 2010, each tenured bargaining unit member shall receive an annual stipend of \$300.00.
- C. **20 Year Career Increment** One career increment equal to the last increment in the appropriate column will be granted cumulatively in the 20th year and succeeding years of credited or actual service in the Hendrick Hudson School District provided available promotional increments have been received.
- D. **25 Year Career Increment** A promotional career increment at the 25th year of credited service will be implemented.
- E. Teachers who were eligible for step movement during the 2012-2013 and 2013-2014 school years and received only one (1) full step increment during those two (2) school years shall receive an additional \$2000.00 career increment effective in the 25th year and succeeding years of credited service.
- F. **Licensed Nurses Percentage Increase**

- a) Effective July 1, 2021, the nurses shall be paid according to the BA Column of Appendix B-1. The current bargaining unit members who are nurses shall be placed on the BA salary schedule at the step they were on in the 2020-2021 school year.
- b) Should a nurse work during her lunch break due to an exigent circumstance that requires her attention, she shall be paid at her hourly rate, pro-rated for the time she worked.
- c) Nurses within the bargaining unit are entitled to be reimbursed for professional development courses taken, with advanced approval granted by the Superintendent of Schools or his/her designee. Reimbursement shall occur only upon submission of documentation to the Assistant Superintendent of Business' office demonstrating (i) advanced approval by the Superintendent or his/her designee and (ii) proof of the amount to be reimbursed to the unit member and that payment has been made by the unit member to the entity providing the professional development.
- d) All licensed registered nurses will receive a career increment of \$1,500 beginning with the 15th year of service in the District. This increment will apply to those who are currently beyond the 15th year. All licensed registered nurses will receive a career increment of \$1,500 beginning with the 20th year of service in the District.

All licensed registered nurses hired after March 1, 1996 will receive a career increment of \$1,000 at the 5th year of service in the District. All licensed registered nurses hired after March 1, 1996 will receive a career increment of \$1,000 at the 10th year of service in the District.

G. An Early Retirement Incentive was offered as part of the March 1, 1996-June 30, 2000 contract (Appendix C)

H. Academic Intervention Services

- 1. Academic Intervention Services (*AIS*) is the bargaining unit work of the Hendrick Hudson Education Association.
- 2. During the current contract period, July 1, 2000 to June 30, 2004, the scheduling of Academic Intervention Services will not result in a loss of any bargaining unit member position or in a reduction of any full time bargaining unit member status to less than full time or in any reduction in part time status. This provision shall cease to be effective as of June 30, 2004.

I. Extended School Year Compensation

- 1. The Extended School Program consists of instruction and support services provided to students in addition to that provided within the contractual day. All Extended School Program positions are voluntary and will be posted. The Extended School Program may be conducted before the contract day, after the contract day, on weekends, during vacation periods, and/or during the summer. The only rate of compensation to be applied to an extended school program will be as follows:

2019-2020	\$59.00
2020-2021	\$59.00
2021-2022	\$59.59
2022-2023	\$60.19
2023-2024	\$61.10
2024-2025	TBD
2025-2026	TBD

Bargaining unit members will be compensated at the above rate for the time between the established and posted start time and end time required for the specific program.

As part of any extended school program, bargaining unit members will provide, without additional compensation, additional time not to exceed a maximum of two (2) hours for up to twenty (20) days of session and three (3) hours for twenty-one (21) or more days of session for meetings concerning the said program because compensation for such time has been included in the hourly rate. This said maximum time for meetings shall be established and placed on the calendar before the start of the extended school program and indicated in the posting. Additional time for such meetings beyond the maximum time or any other requested time beyond the agreed upon compensated time will be compensated at the hourly rate prorated by quarter hour increments.

J. **Summer or School Year Workshop Compensation (CRC)** shall be paid at the rate of .1% of the base salary per hour for actual hours worked. No additional payment will be made for preparation time. The workshop chairperson shall be paid for an additional hour per four-hour day. Workshop or project grants may be determined at a fixed rate per total project as distinguished from the hourly rate noted above. Summer salary statement and schedule of those pay dates will be provided following appointment of staff and resolution of the new salary schedule. If not resolved, payments will be made on the basis of the present salary schedule with adjustments to be made upon adoption of the new salary schedule.

K. **Course Salary Credits**

1. Credits approved in advance by the District Office will be recognized for salary advancement twice a year upon submission of official transcripts by August 15 and January 31, except where otherwise mandated, in the amount equal to the difference of the present and next column divided by 10 and multiplied by the credits in advance of the last column.
2. Effective July 1, 2013 the salary schedule shall reflect 10 credit lanes. Advancement to the next lane shall only occur when a teacher has earned enough credits to move to the next salary column. Credits approved in advance by the District Office for salary lane advancement will be recognized twice a year upon the submission of official transcripts by August 15 and January 31 except where otherwise mandated. However, those teachers with credits that do not reflect a multiple of 10 at the end of the 2011-2012 school year (including credits that have been approved for the summer of 2012 as of the execution of this Memorandum for which teachers are already registered) will be grandfathered and will continue to be paid at the single credit rate for those grandfathered credits until they have enough approved credits to advance to the next lane at which time no credits will be compensated between the salary lanes.

L. **The present limitation of BA + 60 and MA + 86 will be maintained.**

M. **A Master's degree is required** for placement on the Master's salary schedule. Courses previously granted salary credit by the district and not used to acquire the Master's degree will be recognized on the Master's schedule.

N. **Professional Diploma** Effective July 1981 – For bargaining unit members who attain a professional diploma an amount of 3% of base will be added.

O. **Graduate Course Credit for Administrative Approval** It is not possible for the credit criteria to cover all areas of request for course approval. Without exception, all bargaining unit members, including excessed and those on-leave are responsible for requesting administrative approval in advance. No tuition or salary credit can be granted without advance approval. The criteria set forth will be used as a guide for those areas listed below. Salary credit shall not be granted for any courses taken during the 2012-2013 school year except for teachers in approved Masters or Ph.D. programs.

Salary credit will be granted with prior administrative approval for:

1. Courses in teaching methodology
2. Courses related to the applicant's assignment
3. Courses prescribed by permanent/professional certification requirements in the teaching assignment currently held by the applicant, only for bargaining unit members employed prior to July 1, 1980
4. Courses prescribed by a college for a degree as determined by proof of matriculation.
5. Courses requested by the administration for the improvement of bargaining unit member (not to include in-service courses). Individual self-improvement courses or a planned program not directly related to the applicant's assignment will require a statement of acceptable justification.
6. **Internet Courses** Internet courses will be subject to the same approval criteria applied to other graduate courses with the following exception: For the purposes of assuring compliance with these approval criteria, the request for approval must be submitted three days prior to the opening session of the course.
7. **In-Service Credits** Up to twenty (20) preapproved In-service credits (whether in-district or out) during the bargaining unit member's career in the District.
 - a. Six (6) to eleven (11) hours, depending on the course, will be equivalent to one half (1/2) in-service credit.
 - b. Twelve (12) to fifteen (15) hours, depending on the course, will be equivalent to one (1) in-service credit.
 - c. The sole compensation for each hour of presentation by an HHEA member shall be 1.5 hours of preparation at the CRC rate. This compensation shall be provided each time the presentation is given.

Salary credit will not be granted for:

1. Correspondence and TV courses
2. Courses in adult or continuing education
3. Courses leading to a new profession outside the field of education
4. Courses previously approved by administration for which a passing grade is not received
5. Courses for which prior approval is not requested and in the District Office at least 3 days prior to the opening session
6. Courses which duplicate previously taken courses
7. Courses which are not properly documented by official transcript
8. Under-graduate credits
9. For bargaining unit member employed on or after July 1, 1980, no salary credit will be granted for additional courses taken until the bargaining unit member acquires permanent/professional certification in the area for which the bargaining unit member is employed.

Self-improvement courses which meet the above criteria, but are experience centered in approach (i.e., workshops, tours, in-the-field experimentation, and the like) shall be paid for by the District, but shall not be accepted for salary purposes.

Workshop:

General district direction encourages a planned program leading to a degree. Although some courses outside a planned sequence may be helpful, these courses are examined very carefully. It is the responsibility of the bargaining unit member to supply documentation regarding the criteria.

The same general criteria apply, and in addition a more precise application to present bargaining unit member assignment is required.

The **COURSE** must meet the following requirements:

- Must be from a degree granting institution
- Must be graduate level
- The content of the course must be specifically and directly related to present assignment
- The methodology of the course must be directly related to present assignment
- The course must be approved in advance
- The request must be submitted at least two weeks in advance for thorough review

P. **One credit for each 15 hours of approved courses completed** in foreign universities within the framework of an advanced degree program, the number of credits granted not to exceed the amount which could be earned in United States graduate schools during the same period. Candidates must forward to the office of the Superintendent, or his/her designee, a registration receipt, an outline of curriculum and class hours issued directly by the foreign university, and a certificate of attendance upon conclusion of studies.

Q. **Chaperone Duty** During the **2004-2005** school year chaperone duty will be compensated at \$50.00 for up to two hours and at \$25.00 per hour after the second hour prorated by quarter hour increments.

Beginning in the 2005-2006 school year chaperone duty will be compensated at \$60.00 for up to two hours and at \$30.00 per hour after the second hour prorated by quarter hour increments.

Chaperone duties must include supervision of students and be authorized by the building principal. In addition, chaperone duties will include Outdoor Residency supervision from 4:00 p.m. – 6:00 p.m.

R. **Residency Advisors**, selected on voluntary basis, will be compensated at the rate of \$80.00 per night. Residency chairpersons will be compensated at the rate of \$100.00 per night. There will be up to two residency chairpersons per residency. Residency chairpersons will each receive up to 30 hours of preparation time outside the school day at the rate \$25.00 per hour. One release day for in-school preparation may be approved by the administration each semester for up to two chairmen. An alternative program may be submitted to the administration for approval as replacement for the residency program.

S. **Additional compensation** will be granted according to the following schedule:

1. **Athletic Director/Athletic Coaches** The athletic director and athletic coaches will be paid according to the attached step and index schedule. Only those bargaining unit members who were on steps 14 and 15 as of September 1, 1984 will be compensated at the appropriate rate for those steps. (**Appendix B-4**). In the instance of the Athletic Director, this schedule constitutes full compensation for duties and related responsibilities performed between July 1 through June 30 and athletic coaches in their respective seasons. If an HHEA bargaining unit member does not apply for a coaching position and the Hendrick Hudson School District hires a non-HHEA unit member for that position, the non-bargaining unit member may be continued in that position, at the District's discretion, until it is vacated. The position shall only be filled by the named person and will be compensated on the HHEA coach's salary schedule.

2. **Educational Leadership** The Educational Leadership model will be subject to review as follows: A

committee of Hendrick Hudson Education Association representatives, appointed by the President(s) of the HHEA, and the Hendrick Hudson School District administrators selected by the Superintendent will be established during the 2012-13 school year to review and revise, as necessary, the Educational Leadership model (Appendix D). The committee will be composed of an equal number of District administrators, and Association representatives representing the high school, middle school and elementary schools. It is recognized that any revisions will have to be negotiated. Also, Administrative interns may not take an educational leadership position.

3. **Department Chairs** Those Department Chairs and/or Representatives scheduled to continue in their role during Phase 1 shall continue with all duties, responsibilities and compensation as described in previous contract. Commencing July 1, 1997 no bargaining unit member with the exception of the Athletic Director will perform formal observation and/or evaluations of another member.

Department chairman (in subject areas of 5 or more bargaining unit members) will be granted compensation in the amount of 4% of the base salary + 1.5% of the base salary for each bargaining unit member (exclusive of chairman) in the department.

Department representatives at Hendrick Hudson High School will be appointed in subject areas of two to four teachers and will receive 4% of the base salary.

4. **Team Leaders** Team leaders in the middle school at 6th, 7th and 8th grade levels will receive 4.5% of the base salary.
5. **Extra-Curricular Activities** Bargaining unit members in charge of the extra-curricular activities listed on the attached salary schedule will be paid according to the attached step and index schedule. Payment at this rate will be effective July 1, 1984.
6. Bargaining unit members in charge of approved intramural or other approved activities will be paid according to the following schedule:

\$35.00 per hour

This schedule will not result in a loss of salary for bargaining unit members currently receiving higher compensation than the above. For those bargaining unit members whose current hourly rate exceeds that in the above schedule and who continue in the same assignment, this current rate will be increased annually by the percentage increase of the main salary schedule unit such time as the rate in the above schedule is greater.

7. **Lunch time Supervisors** shall provide daily coverage of the lunchroom and/or play area for one period (40 to 45 minutes). Lunchtime Supervisors' responsibilities shall include, promoting a safe and enjoyable environment for students during student lunch periods, directing monitors and aides during their assigned student lunch period, directing lunchroom and play area activities, and following up on student discipline issues with teachers and administrators, as appropriate.

The annual stipend for a Lunchtime Supervisor shall be \$5,400.00, prorated as appropriate. The position of Lunchtime Supervisor shall be a voluntary position, which will be posted annually. Only tenured teachers shall be eligible for this position. Lunchtime Supervisors shall not be relieved of any regular duties. The establishment of this position shall not increase the responsibilities of any other teacher and shall not impact the team preparation periods at the Blue Mountain Middle School. The evaluation of the Lunchtime Supervisor position shall be separate and distinct from the bargaining unit member's regular evaluation.

T. **Part-time teacher salary** will be determined as follows:

1. **Secondary:** Anything less than three teaching periods becomes number of periods per day taught one

over seven with anything half or greater equaling the number of periods per day taught plus one over seven.

2. **Elementary:** The number of hours worked over seven with anything half or greater equaling the number of hours worked plus an additional 45 minutes.
3. Any exception of the above will be reviewed by the principal, Superintendent, or his/her designee, and Association representatives.

U. **Part-time bargaining unit members** will move one step annually at a prorated salary for each year excluding 1996-97. During the 1996-97 school year all part-time bargaining unit members will remain on the 1995-96 step. Upon moving to full-time assignment, the accumulation of actual teaching time and substitute time (200 days as full year) will determine the step placement. If half-year or more in the remaining year a full year will be granted.

V. **Elementary Principal's Aide**

1. The regular school year stipend for an aide to an elementary principal will be \$9,100.00
2. The summer compensation for up to twenty days of service for an aide to an elementary principal will be \$241.00/five (5) hour day.

W. **Subcommittee Chairperson for Special Education**

1. All CSE Subcommittee Chairperson positions will be posted annually.
2. The educational opportunities and services provided to children during the contractual day by the bargaining unit member chosen to be a CSE Subcommittee Chairperson shall not be reduced as a result of the responsibilities of this position.
3. A bargaining unit member chosen as a CSE Subcommittee Chairperson shall not have his/her normal full or part time schedules during the contractual day reduced due to any CSE meeting preparations, post meeting write-ups, or meetings with the administration related to CSE Subcommittee Chairperson responsibilities; nor shall there be substitutes employed to enable the bargaining unit member to carry out such responsibilities.
4. The compensation for the CSE Subcommittee Chairperson for preparation for CSE meetings, post meeting document write-ups, and meetings with the administration related to CSE Subcommittee Chairperson responsibilities will be at the CRC rate.
5. Every effort will be made to assign CSE Subcommittee Chairs to students in their own schools and on their own caseload.

X. **Mentor and Mentor Coordinator**

The mentor and mentor coordinator positions shall be posted every three years.

- a. The annual mentor compensation will be \$1800.00
- b. The annual mentor coordinator compensation will be \$3,600.00

Y. **Stipend for Emergency Waiver** The stipend for an emergency temporary waiver of teacher load to fill a bargaining unit member position for one period per instructional day shall be twelve (12) percent of the average base salary of all full time bargaining unit members (excluding nurses). See Appendix K.

APPLICATION OF CO-CURRICULUM ASSIGNMENTS:

1. Not all clubs will be filled every year.
2. A bargaining unit member assigned by the principal at the beginning of a school year to a new club which has been approved during the budget process of the previous school year will be compensated half the yearly stipend for this club in the first year provided that the new club, after review, is continued for the second half of that school year.
3. If a club is terminated, for any reason, and is reactivated within a two-year period, that sponsor would be paid.
4. If it is not reactivated until after two years, it would be considered as a new club and the assignment would be on a voluntary and unpaid basis.
5. If inactive for more than two years, the club will be removed from the listing in the contract. (Appendix B).
6. If after two years a club is reactivated, it will be once again added to the list of clubs in the contract.

BMMS INTRAMURAL ACTIVITIES

There will be a 200 hour allocation for BMMS intramural and ski club. The distribution of the 200 hours will be determined by the administration.

ARTICLE III FRINGE BENEFITS

SECTION 1 – CRITERIA

The following criteria are established for the duration of this agreement.

A. Health Insurance:

1. The Board agrees to furnish to all bargaining unit members who are employed half-time or more and who are employed for at least six months of the school year, the following health insurance plans:
 - a. The Putnam/Northern Westchester Health Insurance
 - b. HMO offered by the District.
2. The District shall provide the HHEA president with the calculations for health premiums for the next school year as soon as they are available in the previous school year.
3.
 - a. Effective July 1, 2018, all bargaining unit members who choose Single, employee/retiree +1, family, single-med prime (90% of single rate), couple med-prime (78% of employee/retiree +1) coverage will contribute 15% of the applicable health premium payment.
 - b. Notwithstanding the above, for all unit members commencing service into the District on or after July 1, 2016, the contribution rate shall be 15%.

- c. In addition, the bargaining unit members who choose the HMO offered by the District will be required to contribute the difference between the Putnam/Northern Westchester Health Insurance Consortium premium and the HMO premium, if the HMO premium is greater.
 4. The above provisions apply only to bargaining unit members who are on the current and active payroll.
 5.
 - a. The Board agrees to furnish to all retirees the same health insurance plans furnished to all bargaining unit members as set forth in Section 1, A.,1.
 - b. Retirees will be provided with the same benefits under the health insurance plans that are provided to the active bargaining unit members.
 - c. Medicare Part B
 1. The District agrees to reimburse any eligible current or retired former Association members, and any member who retires in the future, the basic tier minimum of Medicare Part B premiums once the member becomes Medicare primary. It is understood that should the basic tier minimum rise or fall, the District will pay the new minimum amount.
 2. Each eligible employee or retiree shall submit the form indicating the payment made by the member for Medicare Part B. Thereafter, the District shall reimburse the member for the basic tier minimum then in effect.
 - d. Retiree contributions to health insurance premiums will be determined as follows:
 - 1) Bargaining unit members who notify the District by January 31, 2019 of a June 30th retirement in the same school year and choose individual or family health insurance will contribute 7.5% of the annual health premium payment. This same percentage shall apply in future school years beyond 2019 with January 31st notification unless agreed to otherwise by the parties.
 - 2) Bargaining unit members who notify the District by January 31, 2025 of a June 30th retirement in the same school year and choose individual or family health insurance will contribute 8.5% of the annual health premium payment.
 - 3) Bargaining unit members who notify the District by January 31, 2026 of a June 30th retirement in the same school year and choose individual or family health insurance will contribute 10% of the annual health premium payment.
 - 4) Bargaining unit members who notify the District by January 31, 2027 of a June 30th retirement in the same school year and choose individual or family health insurance will contribute 11% of the annual health premium payment. This same percentage shall apply in future school years beyond 2026 with January 31st notification unless agreed to otherwise by the parties.
 - 5) Bargaining unit members who do not notify the District by January 31st of a June 30th retirement in the same school year and who choose individual or family health insurance will contribute in any year the same as the bargaining unit members on the current and active payroll.
 - 6) The January 31st notification deadline for a June 30th retirement will be extended until May 1st for the following extenuating circumstances which must be submitted in writing to the Executive Director of Educational Support Services for approval.
 - a) Death of a spouse, significant other or immediate family member.
 - b) Serious illness of a bargaining unit member, spouse, significant other, immediate family

member, or any family member living in the household.

- c) Other such compelling reasons.
- e. Bargaining unit members who retired on or before June 30, 2004 shall continue with the contractual agreements for retiree health premium contributions that were in place at the time of their retirement.

- 1.) The Board will pay the full cost of premiums for retirees who choose individual coverage.

- 2.) Retirees will maintain the same family health premium contributions that were in place at the time of their retirement.

- 3.) Paid-in-full health insurance will be provided for bargaining unit members who retired from the Hendrick Hudson School District prior to March 1, 1996 and those bargaining unit members taking the 1995-1996 Early Retirement Incentive (Appendix C).

6. A bargaining unit member who loses his/her health insurance will receive rights under COBRA.

7. Individuals who go on approved leave beginning September 1 of a given year will be covered by the district for the months of July and August following their full year's work and from the first day of their month of return. Individuals returning from leave other than September 1 who do not continue coverage on their own may have to meet a required waiting period.

8. During the open enrollment period occurring in November of each school year, individuals with proof of an equal or better plan from another source and who sign a waiver of coverage will be eligible for a lump sum payment at the end of the year equal to the total of the yearly individual premium payment minus the bargaining unit member individual contribution, based upon rates in effect as of November 30 in the year of application. These monies will be non-pensionable and are taxable. This option is for the entire year and will continue yearly unless the bargaining unit member notifies the School Business Administrator during the open enrollment period; said change to become effective January 1 of the following year.

9. If agreed to by the Hendrick Hudson School District and the Hendrick Hudson Education Association, a professional consultant, mutually selected by both parties, will be contracted to evaluate health plans. The cost for such services will be borne equally by both parties.

10. A bargaining unit member shall receive written notice of any Protected Health Information (PHI) disclosure made to the District and shall have the right to inspect and copy any PHI disclosure.

B. Flexible Benefit Plan 125

The District shall establish a Flexible Benefit Plan pursuant to IRS regulations. Such plan shall be administered by a third party. This plan may be utilized for premium payments that are deducted through payroll dependent care, and unreimbursed medical expenses.

C. Benefit Trust Fund

Effective July 1985, a Benefit Trust Fund will be established by the Association for the purpose of providing various benefits for the members of the bargaining unit. The Board's contribution by August 1 of each school year for each qualified bargaining unit member for the duration of the contract will be:

2019-2020:	\$1575
2020-2021:	\$1575
2021-2022:	\$1625
2022-2023:	\$1650

2023-2024:	\$1675
2024-2025:	\$1700
2025-2026:	\$1725

The Board of Education will also contribute to the fund \$20,000 per year.

Qualified members will be all bargaining unit members who are eligible for health insurance. Full time bargaining unit members who are reduced to less than half-time employment will continue to be included on a pro rate basis. The Association will provide an auditor's report of the Fund to the Board at the end of each fiscal year as well as a copy of the Trust Agreement.

The above language shall be interpreted by the parties as follows:

1. Bargaining unit members eligible for health benefits will receive Benefit Trust.
 2. When the District makes a contribution on August 1 of any given year for a particular position, the District shall not be required to contribute again for that position.
 3. When a new position represented by the Association is created after August 1, in any given year and a person is employed in that position thereafter, the district will pay one-tenth (1/10th) of the amount to be contributed for that position for each month or a portion thereof, commencing in September, that the person is employed by the District. (e.g. The District will pay 100% of the contribution for new positions when filled in July, August or September; 90% when filled in October; 80% when filled in November; 70% when filled in December, and so on.)
- D. **Bargaining unit member chaperones' admissions** shall be paid by the District or supporting group. Meals shall be the responsibility of the bargaining unit member.
- E. **The Board shall properly compensate for loss or damage** of a bargaining unit member's personal property resulting from malicious mischief if such damage is incurred in the performance of duty, and the bargaining unit member is clearly not negligent in his/her responsibility to take reasonable precautions regarding such property.
- F. **Auto Damage:** Malicious mischief if willful destruction of or damage to personal property of a bargaining unit member while bargaining unit member is engaged in professional activities on school property. Professional activity is defined as activity conducted within the school building or when bargaining unit member is engaged in a school sponsored activity. Interior damage will not be covered if the car is not locked. Accidental damage to cars is not included. Actual theft of the car or possessions is not covered. Bargaining unit member shall report the damage to the local police.
- Bargaining unit members and administrators will cooperate in identification and prosecution of the offenders. It is preferable to have the damage verified by at least one other person at the scene.
- Payment for damage to bargaining unit member's car will be restricted to the amount of the individual's deductible portion of the comprehensive liability insurance. In the event the bargaining unit member's auto is not covered by comprehensive liability insurance, the limit of the District liability insurance will be \$200.00.
- G. **Gasoline Allotment:** For those bargaining unit members who have responsibilities in two or more buildings within the school day, a gasoline allotment based on actual mileage shall be compensated at the approved Federal IRS mileage allowance for income tax purposes in effect on July 1 of each year plus \$0.02 per mile. In addition, in the event of a gasoline emergency, efforts will be made to relieve the amount of miles required to meet the schedules of such bargaining unit members.
- H. **The District has a right to have a bargaining unit member examined** by its own physician at any time pursuant

to provisions of Education Law Section 913.

- I. **Physical Examination:** A periodic physical examination of each bargaining unit member will be available on a voluntary basis on the following schedule. For the first nine years of actual service in the district, a physical exam is available on or before September 1 of every third school year. After the first nine years of actual service in the district, a physical exam is available on or before September 1 of every second year.

Payment will be limited to \$150 a school year. Such examination shall include a TB X-ray and physical examination given by a school physician or a licensed physician of the bargaining unit member's choice to be reported to and reviewed by the full-time school physician and forwarded, by him, to the Superintendent with an appropriate interpretation as to the general physical condition of the employee. Epidemic inoculations will be provided at Board expense, for those who want them in the event of school doctor's recommendation. Administration may require physical examination of bargaining unit member if appropriate cause is indicated. The result of the physical examination shall be treated as highly confidential at all times. The bargaining unit member may select an examination by the school doctor, at no expense, or doctor of his/her own choosing at the bargaining unit member's expense. An approved clinic physical will be approved with payment by the school district up to, but not exceeding the amount paid the school physician. Additionally, the school district will pay laboratory costs, up to \$15, for either school physician or approved clinic physical examination.

The school district will provide an appropriate standard physical examination form to be used by all bargaining unit members. Should termination under legal provisions of the State Law be contemplated directly relating to the results of the physical examination, the employee has the right to verification through an additional examination before such action is take.

- J. **Flu Shots:** Commencing with the 2009-2010 school year, once per year the District shall offer flu shots, when available at the usual and customary fee, to the bargaining unit members, free of charge, to be administered on school grounds, at no cost to the bargaining unit members. Each bargaining unit member who accepts a flu shot will sign a waiver in regard to any claims stemming from, or in connection to, such flu shots as a condition of receiving the free flu shot. The waiver is attached as Appendix L.

DISABILITY

Time lost by a bargaining unit member in connection with any incident will be determined according to one of the three following plans.

1. The bargaining unit member will be responsible for applying for the disability leave at least 30 days prior to the effective date of the leave.
2. For bargaining unit members returning from disability leave at a time other than the start of the school year, the time of return will be mutually decided. At the district's discretion, a bargaining unit member returning during the school year may be placed in other than his/her regular assignment. The bargaining unit member may, if desired and seniority permits, return in September to the grade and building left. Any probationary or tenure bargaining unit member who elects to hold a position for the leave period accrues no "rights" to this position, even if he/she has seniority over the on-leave bargaining unit member, and must relinquish said position at the end of the leave if the bargaining unit member on leave desires to return to that position.

THREE YEAR PLAN (Non-school disability) In the event a tenured bargaining unit member is disabled as determined by the school physician, the Board will continue the existing salary for the duration of the school year in which sick leave is exhausted. A disability which continues into a second and third year will be covered at 50% at the next step of the appropriate current salary schedule. Upon resumption of work, the sick days accumulated during the period of disability will be restored.

FIVE YEAR PLAN (School disability – not student inflicted) At the time of disability, the individual's accumulated sick leave will be utilized to continue full salary benefits. At the expiration date of such accumulated sick days, the individual will then receive one full year of salary. If the disability is still in effect, the individual will then be entitled to four additional years at ½ pay from that date. Upon resumption of work the sick days accumulated up to the incident of disability will be restored.

SEVEN YEAR PLAN (Student induced disability) At the time of disability, the individual's accumulated sick leave will be utilized to continue full salary benefits. At the expiration date of such accumulated sick days, the individual will then receive one full year of salary. If the disability is still in effect, the individual will then be entitled to six additional years at ½ pay from that date. Upon resumption of work the sick days accumulated up to the incidence of disability will be restored.

All other benefits will then be made available during the period of disability. Medical clearance may be requested by the Board through the school doctor prior to returning to full-time employment. Thereafter, the bargaining unit member will accept full financial responsibility for income protection relating to a continued disability. If a second disability occurs, all information will be forwarded to the Superintendent or his/her designee for review and recommendation regarding provision to be made available.

LEAVES

The following categories may be utilized by bargaining unit members to request a leave:

1. **Additional/Professional:** The following requests for leave will be submitted to the Superintendent, or his/her designee and building principal.
 - a. **Additional sick leave**
 - b. **Professional Leave**
 - i. Meetings, conferences and workshops for professional improvement exceeding one day
 - ii. Early leave for study (including early departure time usually granted by the principal for courses taken at end of school day as well as summer graduate courses)
 - c. **Professional or public service leave**

The Association will be made aware of monies available on each level prior to their evaluations for conferences.

2. **Authorized and Unauthorized Leave:** Salary Calculation: Salary for authorized leave shall be calculated based on Section 3101 (3) of New York State Education Law (1/10 salary for every full month of service). In instances where there is less than a full month of service the Huntington Formula adopted by the Commissioner of Education will apply. If a teacher works for more than half of the working days of the month, the district may deduct 1/200th of his or her annual salary for each day of unauthorized absence. If a teacher works for half of the working days of a month or less, the district need only pay the teacher 1/200th of the annual salary for each day of service rendered. These calculations apply regardless of the number of working days in a month. A calculation sheet shall be provided to each member in this situation. This agreement supersedes any prior agreements.
3. **Compensable Leave:** Pay for leave time shall be provided in order to protect a bargaining unit member's income during periods of unavoidable absences. The Board's primary concern is for personal illness; however, family illness; bereavement; personal; professional; official business; and emergencies shall constitute legitimate usage of compensable leave.
4. **Sick Leave**
 - a. For bargaining unit members employed on or after July 1, 1980, during the first three years of full-time employment, sick leave will be granted to non-tenured employees at one and a half days per month cumulative to a maximum of 15 days per year. No additional leave days from any source will be granted, but unused sick days may be applied for leave benefits as otherwise specified in the agreement. Commencing with the fourth year of full-time employment or the granting of tenure,

whichever comes first, accumulated leave will be carried forward and leave benefits for bargaining unit members employed before July 1, 1980 will be granted.

- b. For bargaining unit members employed before July 1, 1980, 15 days of sick leave per year with unlimited accumulation will be granted. Additional sick leave, without loss of pay, may be granted at the discretion of the Board of Education upon recommendation of the Superintendent or his/her designee.
 - c. Sick leave for part-time bargaining unit members will be pro-rated according to the fraction of time employed, and will be granted according to the provisions stated above.
5. **Family Illness:** When the absence of a bargaining unit member is necessary due to illness in the immediate family, absences up to a maximum of 4 days per year shall be allowed without any loss of pay or sick leave. Days not used in a given year will be added to accumulated sick leave. If more than four family days are necessary, additional days will come from accumulated sick days. Family days beyond five will require the approval of the Superintendent or the Executive Director of Educational Support Services, with the request made prior to the absence, when possible. If prior notice cannot be given due to an emergency situation, the bargaining unit member will, at his/her earliest convenience, notify the Superintendent or his/her designee.

The *immediate family* is defined as:

- a. Children of bargaining unit member
- b. Parent
- c. Husband or wife
- d. Brother or sister
- e. Other relative residing in the bargaining unit member's household
- f. Significant other (i.e. a person living in the household in a committed relationship with the unit member)

6. **Personal or Cogent Leave**

Four (4) days of leave time per year shall be granted without loss of pay for personal or cogent leave. One (1) additional day of leave time per year will be available from accumulated sick days and shall be granted without loss of pay. If used, this one (1) additional day shall be subtracted from those accumulated sick days. If the bargaining unit member does not exceed the use of three (3) days of leave time in the year, one (1) additional sick day will be added to the bargaining unit member's total accumulated sick days.

A minimum of five (5) school days' notice will be submitted to the principal on the District form. No specified reason is necessary.

If five (5) school days' notice cannot be given, the reason for the leave and why five (5) school days' notice could not be given must be specified in writing on the District form and submitted to the principal.

Such leaves may include but are not limited to the following:

- a. Extraordinary and hazardous weather conditions
- b. Court appearances or signing legal documents
- c. Personal or family business appointments
- d. Graduation or transporting children to college
- e. Marriage
- f. Appointment with doctor for employee or member of his/her immediate family

Approval is required for personal leave:

- a. Preceding or following a holiday or a vacation period.
- b. More than two consecutive days of personal leave.
- c. Two consecutive days of personal leave interrupted by a weekend.

The request will be made in writing to the Superintendent or his/her designee. Such written requests for approval will include the reason for the requested leave. Five (5) school days' notice prior to the requested personal leave is required, except in extenuating circumstances.

7. Bereavement Leave

- a. All bargaining unit members shall be allowed leave without loss of pay or leave time for absences up to and including the day of the funeral and after the funeral where religious obligations require the same, because of the death of a member of his/her immediate family as defined above. In addition, bereavement leave will be provided for mother-in-law and father-in-law of immediate family and for grandparents and/or relatives for whom the bargaining unit member is financially responsible.
 - b. Absence to attend the funeral of a relative other than a member of the immediate family such as aunt, uncle, niece, nephew, in-law, grandparent, or friend will be allowed without any loss of pay or leave time. Under extenuating circumstances, said leave shall be extended if approved by the Superintendent or his/her designee. In extenuating circumstances an additional day may be allowed if approved by the Superintendent or his/her designee.
8. **Jury Duty:** Upon receipt of a request to report for jury duty, the bargaining unit member will promptly inform the building principal and arrange to discuss the timing, planning, substitutes and other necessary details related to the absence.

Bargaining unit members are required to request delays in jury duty assignments if the dates assigned occur at the more critical times of the school year, such as September and June. To the extent possible, jury duty should be arranged to coincide with times that classes are not in session. It is also expected that, if given the option, bargaining unit members will not agree to serve on jury duty for more than a two-week period.

Those who serve on jury duty are compensated for transportation costs and service. As bargaining unit members are also compensated by the district for the period of time they serve on jury duty, the check for service is to be submitted to the School Business Administrator.

Time served on jury duty or time used for court appearance and other public duties related to school shall be granted without loss of pay or leave time.

9. Professional Leave

- a. Leaves shall be granted without loss of pay or leave time for attendance at approved professional meetings, conferences and workshops for professional improvement.
- b. Bargaining unit member may request early leave for approved graduate study without loss of pay or leave if assigned work is completed provided written statements forwarded through the administration are provided indicating that late entrance will not be approved.
- c. A written report of the meeting may be requested by the principal within 10 days of the bargaining unit member's return.
- d. 1. There shall be a maximum rate of reimbursement, not to exceed \$200.00, for all bargaining unit members for travel, hotels, meals, registration and other necessary fees while attending these authorized professional activities. A minimum of 45 conferences shall be available district-wide.

An additional minimum of 15 conferences held outside the contract day shall be available district-wide.

2. Five (5) of these additional 15 conferences, apportioned one (1) per building, shall be available to the district nurses. If approved by the Executive Director of Educational Support Services, conferences may be combined. If approved by Executive Director of Educational Support Services, attendance at these conferences shall not be limited to outside the contractual day.

e. Staff requested by the administration to attend such professional meetings, conferences, and workshops on weekends, during holiday recesses, or after school hours shall receive compensation based on the time and transportation involved.

10. **Religious Holidays** Observation of religious holidays which require the absence of a bargaining unit member shall be allowed without loss of pay or leave time up to three days. If the religious obligation can be met at a time other than during the school day, the day will not be considered as an excused absence.

11. **School Visitation** With administrative approval bargaining unit members shall be granted time without loss of pay or leave time for inter-school or intra-school visitation. Reasonable advance request shall be made to the principal.

12. **Military Leave** Bargaining unit members who are called into temporary active duty in any unit of the United States Reserves or New York State National Guard for any period less than thirty days shall be allowed such leave as necessary to discharge such obligations. Such leave shall not be charged against the bargaining unit member and re-employment shall be governed by the provisions of applicable national state law.

13. **Non-Compensable Leave**

a. General guidelines for non-compensable leaves:

1. Bargaining unit member must be on tenure
2. Leave must be scheduled from September 1 to June 30. In extenuating circumstances, a leave may commence at another time, but must conclude June 30.
3. Non-compensable leaves will not be extended.
4. Benefits will not be paid by the District.
5. It is the obligation of the bargaining unit member to provide necessary documentation.
6. Non-compensable leaves will not be granted to a bargaining unit member more than once every three years.

b. **Criteria for Non-Compensable Leaves**

1. Education courses must be in a degree program from an accredited college or university. Course must be related to present or future educational assignment. A minimum of 12 credits must be taken within the year.

The bargaining unit member must provide verification of acceptance in the program, and completion of courses taken during the leave.

2. **Rest and/or Restoration of Health:** The bargaining unit member must provide supporting documentation from a physician of his/her choice at the bargaining unit member's expense.

The district has the right to verify this documentation by a physician of the District's choice at the District's expense.

In the event of disagreement, the bargaining unit member and district will mutually agree on a third physician for a professional opinion. The cost of this opinion will be divided between the bargaining unit member and the district.

3. **Hardship:** Hardship is defined as a condition not under the control of the bargaining unit member and his/her immediate family. This condition may be economic, or it may be a physical or emotional problem of a member of the bargaining unit member's immediate family. The bargaining unit member must provide the Superintendent or his/her designee with pertinent facts to verify the hardship.
4. **Cogent** – After ten years of District service, a bargaining unit member is eligible to take a cogent non-compensable leave providing that a certified, qualified replacement is available. The request must be made in writing to the Superintendent or his/her designee no later than February 1 and a qualified substitute must be selected by June 30.

14. **Maternity Leave**

- a. Notice of pregnancy shall be given to the Superintendent or his/her designee, as soon as reasonable after a diagnosis is confirmed.
- b. A bargaining unit member in good health (a doctor's certificate may be required) could reasonably expect to continue teaching until such date as mutually resolved by the employee, employee's doctor and the Superintendent. All provisions of the Family and Medical Leave Act of 1993 will be available to the bargaining unit member. (Appendix E).
- c. Substitute service during a maternity leave may be permitted. A certificate from the District's physician may be required.
- d. A maximum leave of two full years shall be granted allowing the bargaining unit member to resume his/her duties on the third September following the beginning of her leave. An extension of one year may be granted in the best interest of the District and the bargaining unit member involved.

15. **Adoption**

Adoption of a child shall be included under the same provisions as maternity leave and child care leave.

16. **Child Care Leave**

A child care leave request by a tenured bargaining unit member for an extraordinary case will be reviewed by the Superintendent, or his/her designee.

17. **Professional or Public Service Leave**

Upon approval by the Superintendent or his/her designee, the Board shall grant a leave of absence to a bargaining unit member who has completed three successive years of full-time service to the District for the purpose of campaigning for, or serving in, a public office; professional activities; activities of a social significance which will result in professional growth (such as Peace Corps, VISTA, Teacher Corps.); or serving full-time as an exchange or overseas teacher.

Due to the obvious educational values that would accrue to the District as a result of a bargaining unit member's participation in the Peace Corps, VISTA, Teacher Corps or serving as an exchange or overseas teacher, the bargaining unit member so participating and returning to serve in the District shall for salary purposes, be placed on step as though he/she had not left the District.

Within one month of resumption of service, each professional employee who has been on such leave may be requested to submit a comprehensive report in writing dealing with the educational aspects of the leave.

18. Local Family and Medical Leave

Members must utilize FMLA leave for any FMLA qualifying absences (up to 12 or 26 weeks, as applicable, depending on the reason for leave). FMLA leave will run concurrently with any applicable accrued paid leave when utilized for an FMLA qualifying purpose. Upon the end of any paid leave time which ran concurrently with FMLA leave, the member shall be granted a period of unpaid leave equal to the amount of FMLA leave that ran concurrently with the member's paid leave, which may be utilized at any time (in full or in portions thereof) during the twelve months following the commencement of the paid leave, provided the reason for utilizing such unpaid leave would qualify for leave under the FMLA. For example, an employee who is eligible for 12 weeks of FMLA Leave and uses 12 weeks of paid leave running concurrently with FMLA Leave, will be entitled to an additional 12 weeks of unpaid leave under this provision, which he/she could utilize at any time during the following 40 weeks for any FMLA qualifying reasons. However, an employee who is eligible for 8 weeks of FMLA Leave and uses 4 weeks of paid leave running concurrently with FMLA Leave will be entitled to their remaining 4 weeks of FMLA Leave (unpaid) and then an additional 4 weeks of unpaid leave under this provision. While utilizing the additional unpaid leave under this provision, the employee will be entitled to continue their health insurance coverage through the District as long as they continue to pay the employee contribution. The following shall also apply to the additional unpaid leave provided for under this provision:

a.) Except for the entitlement to continue health insurance coverage as set forth above, no other protections under the FMLA shall apply to the additional unpaid leave.

b.) If an employee does not return to work after utilizing the additional unpaid leave, he/she may be charged the employer contribution amount of the health insurance premium paid by the District during the additional unpaid leave if the failure to return to work is for a reason other than:

1. The continuation, recurrence, or onset of a serious health condition that would have entitled the employee to FMLA leave; or
2. The use of other contractual leave that the employee may be entitled to; or
3. Other circumstances beyond the control of the employee.

c.) Members wishing to utilize the additional unpaid leave directly after the exhaustion of their unpaid leave must provide notice to the District at the commencement of their paid leave which is running concurrently with FMLA Leave, or 30 days' notice, whichever is less, of the amount of additional unpaid leave that they will be utilizing, if the leave is foreseeable. When the leave is not foreseeable the application must be submitted as soon as practicable. For members utilizing the additional unpaid leave, or a portion thereof, at a different time unconnected to the paid leave which ran concurrently with FMLA Leave, the member shall provide 30 days' notice of such leave if the leave is foreseeable and, if the leave is not foreseeable the application must be submitted as soon as practicable. Upon giving notice of leave as set forth above, members may only:

1. Extend (provided they have unused additional unpaid leave) the amount of additional unpaid leave they are utilizing by providing notice at least 30 days prior to their original return date if the leave is foreseeable or, if the leave is not foreseeable, as soon as practicable; or
2. Shorten the amount of additional unpaid leave they are utilizing upon reasonable notice to the District.

d.) The Special Rules Applicable to Employees of School set forth in 29 CFR § 825.600, 29 CFR § 825.601, 29 CFR § 825.602, and 29 CFR § 825.603 shall apply to the additional unpaid leave

e.) This language set forth herein will in no way alter any other leave benefits that unit members may be entitled to unless specifically delineated in this provision, including but not limited to, any contractual disability leave benefits.

19. Return from Leave

In cases other than FMLA and hardship leave, the bargaining unit member is responsible to provide the Superintendent, or his/her designee, either 90 days' notice prior to returning to duty at the beginning of the school year or 90 days' notice prior to returning to duty at the second half of the school year, consistent with the bargaining unit member's position(s). In the case of absence due to illness, the bargaining unit member must provide notice of return to duty not later than 30 days prior to the date on which the bargaining unit member desires to resume active service as an employee. All benefits which had accrued at the time that the unpaid leave commenced shall be restored to bargaining unit members upon reinstatement.

20. Termination of Leave

It shall be the responsibility of the bargaining unit member to:

- a. Inform the Superintendent, of his/her designee, of any change in the circumstances which created the need for leave.
- b. Report for duty upon termination of leave.

21. Leave Without Compensation

- a. **Eligibility for Return:** Bargaining unit members are eligible to return to a position in their tenure area, depending upon place on the seniority list.
- b. **Placement if Eligible to Return:** No guarantee about grade or building can be made. However, bargaining unit members returning from a professional or public service leave, may, if desired and seniority permits, return to the grade and building left. Any probationary or tenure bargaining unit member who elects to hold a position for the year of such a leave, accrues no "rights" to this position, even if he/she has seniority over the on-leave bargaining unit member, and must relinquish said position at the end of the leave if the bargaining unit member on leave desires to return to that position.
- c. May apply on a par with all currently employed staff for any available position in the district. They will be sent notice when they have stated their intention of returning.

22. Employee Assistance Program

The Board shall provide bargaining unit members with access to services from the Longview Associates Employee Assistance Program or a comparable program if Longview is no longer in existence. Any change in the Longview Associates Employee Assistance program initiated by the District that diminishes the benefits provided to bargaining unit members shall require the written permission of the HHEA president(s).

ARTICLE IV RIGHTS AND RESPONSIBILITIES

- A. The Board agrees that it will not directly or indirectly discourage, deprive, or coerce any bargaining unit member in the enjoyment of rights conferred by the laws or Constitution of New York State or the laws or Constitution of the United States and that it will not discriminate against any bargaining unit member because of his/her membership in the Association or collective negotiations with the Board or its representatives, or his/her

institution of any grievance, complaint or proceeding under this Agreement; and that the rights granted in the Agreement are in addition to those provided in the above-mentioned statutes and Constitution.

- B. The Board and the Association agree that there shall be no discrimination against any employee by reason of race, creed, color, marital status, age, sex, or national origin, and that the provision of this Agreement shall be applied in a manner which is not arbitrary, capricious or discriminatory.
- C. Each bargaining unit member shall have the right, upon request, to review the contents of his/her personnel file. Confidential information such as letter of recommendation will be kept in a separate file. Observations and evaluations of a bargaining unit member's performance are to be subject to the review of the bargaining unit member. In the event that the bargaining unit member deems it advisable to do so, he/she shall have the right to have added to his/her file his/her comments regarding the contents thereof.
- D. Disciplinary interviews and reprimands will be considered in private. An affected bargaining unit member, will however, have the right, following an initial interview, to request the presence of an Association representative at any subsequent interview.
- E. Bargaining unit members are responsible for maintaining a continuous high level of professional service to the welfare and benefit of the student body. Bargaining unit members, therefore, are responsible to discharge their teaching assignments with professional proficiency and, to this end, to plan adequately and make conscientious efforts to meet, as required and within reason, with children, parents and/or consultants.
- F. It is the bargaining unit member's professional responsibility to perform those professional duties within the prescribed limits of the teacher day. It is recognized that not all desirable educational activities can be performed entirely within the teacher day. Bargaining unit members are, therefore, encouraged to continue serving the need of their students in such areas as extra help after school, classroom or formal assembly programs, clubs and other worthwhile activities.
- G. The Board, through its administration, will sincerely foster the dedication expected of the bargaining unit members by planning constructively to provide the best possible bargaining unit member facilities attainable and to assist bargaining unit members in the advancement of their skills and techniques by providing meaningful and useful seminars and programs. The Board will continually review and analyze the needs of the District so that all committees, programs, and projects will relate directly to a quality educational program either by reason of seeking improvement in teaching methods, tools, techniques, and/or professional standards of excellence or by reason of seeking improved efficiency, economy of preparation, and/or consideration of ways and means to satisfy the mandatory need for student improvement, greater student achievement and high level of employee morale.
- H. It is the professional responsibility of each bargaining unit member and administrator to know and follow the contents of all appropriate professional manuals such as the Teacher Handbook and locally developed curriculum guides and this contract. A record of failure to comply with this provision will be made in the personnel file. Repeated failure to comply may lead to a grievance filed by either or both the Board and the Association.
- I. A joint committee of administrators and bargaining unit members will be established to develop a coach's manual to be completed by June 1997.
- J. The Association shall have the right to post notices of its activities and matters of Association concern on bargaining unit member bulletin boards, at least one of which shall be provided in each faculty room of each building. The Association shall have the right to use the district mail service (Hendrick Hudson School District inter-building service) and bargaining unit member mail boxes for communications to bargaining unit members.

The Association and its representatives shall have the right to use school buildings for meetings and other purposes which are the proper business of the Association, provided that when special custodial service is required, the Board may make a reasonable charge therefore.

Duly authorized representatives of the Association and their respective affiliates shall have the right to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations. And further provided, no Association views on matters relating to supervisor-bargaining unit member or Board-Association relationships will be discussed in the presence of students of the school district.

The Association shall have the right to use school facilities and equipment, including, but not limited to, computers, copiers, calculators, audio/visual equipment, CD ROM players and/or recorders, laser disc players and DVD players when such equipment is not otherwise in use.

Association use of school facilities and equipment will be permitted provided that:

1. Request is made and use arranged for in advance.
2. Supplies, in connection with such equipment use, will be furnished or paid for by the Association.
3. Equipment is used for Association related business and is to be used on school property.

K. The Association will be informed of any unusual Federal and/or state financial allocation to the District.

L. Copies of the following will be sent to the Association President(s), Benefit Trust Chairperson and Secretary as noted:

- | | |
|---|-------------|
| 1. Board Agenda and Board Minutes | All |
| 2. Workshop reports | Sec. |
| 3. Notices of new positions | Sec. |
| 4. Change of assignments | Sec. |
| 5. Class loads and class size, to be provided at the beginning of the first and second semester | Sec. |
| 6. Student teacher assignments | Sec. |
| 7. BOCES teacher assignments | Sec. |
| 8. Part-time bargaining unit member assignments | Sec. |
| 9. Non-certified bargaining unit members or bargaining member on special pay scale | Sec. |
| 10. Notices of communications to bargaining unit member representatives | Sec. |
| 11. Notice of grievance | Sec., Pres. |
| 12. Approved conference requests | Sec. |
| 13. Approved workshop requests | Sec. |
| 14. Approved leaves | Sec. |
| 15. Approved Appointments (i.e., new positions and changes in assignments) | Sec. |
| 16. Confirmation of Health Insurance for retired bargaining unit members | Sec. |
| 17. Bargaining unit member tenure appointments | Sec., Pres. |
| 18. HHSD provides HHEA with all teaching schedules no later than September 15 of each year | |

ARTICLE V EMPLOYMENT AND RECRUITMENT

A. Professional Personnel: It is recognized that members of the professional staff require specialized qualifications; that this professional preparation qualifies them to make significant contributions to the conduct of educational affairs of the District and to the determination of policy and program; that the success of educational program depends upon the maximum utilization of the abilities of bargaining unit members who are reasonably well

satisfied with the conditions under which their services are rendered.

- B. All new bargaining unit members hired shall possess at least a Bachelor's Degree from an accredited four-year college or university, and every effort shall be made to seek candidates with a Master's Degree or better.
- C. All new bargaining unit members hired shall possess, or be qualified to possess, a valid teaching certificate from the New York State Education Department in the area or subject of his/her teaching assignment.
- D. All presently employed bargaining unit members who do not possess a valid teaching certificate shall be following the rulings of the Commissioner of Education regarding the necessary course work needed for such certification. Such employees shall possess, or be eligible to possess, a valid teaching certificate in the area or subject of his/her teaching assignment prior to his placement on the rolls as a tenure teacher.
- E. In order to seek candidates for staff positions in the District who meet the minimum qualifications as provided in the "Preamble" and "Procedure and Terms of Agreement" of this contract, the Superintendent of the District shall be provided with sufficient funds to send representatives in the District to accredited four year colleges and universities for the purposes of conducting on-campus interviews as well as other sources for candidates, if deemed necessary.
- F. All candidates for staff positions in the District shall, before a contract is offered, be interviewed by the building principal and, when available, the appropriate staff leader at the high school level, team leaders in the middle school, or appropriate special teachers in the elementary or middle school. Their recommendation shall be considered in the appointment of the candidate. Whenever possible, the candidate will visit the school building classrooms and meet the staff.
- G. Special orientation shall be arranged by the building principals and appropriate staff members for all BOCES staff within the first week of school.
- H. Orientation for all bargaining unit members new in the District shall be arranged by the building principal. Where appropriate, the new bargaining unit member shall be assigned to a willing tenure bargaining unit member in the same subject or class area by the building principal. Assignment would be made on District Meeting Day and the orientation should take place during the week following the District Meeting.

ARTICLE VI TRANSFERS AND PROMOTIONS

A. Voluntary Transfers

1. Not later than April 15 of each year, the Superintendent, or his/her designee, shall cause a list of known vacancies and new positions which will exist at the start of the following school year to be posted in all school buildings.
2. Bargaining unit members who desire a change in grade and/or subject assignment or who desire to transfer to another school building shall file a written statement of such desire with the Superintendent, or his/her designee, not later than April 25. Such statement shall include the grade and/or subject to which the bargaining unit member desires to be assigned and/or the school building or buildings to which he/she desires to be transferred. Where such request contains a multiple choice, the grades, subjects, or schools shall be listed in order of preference.
3. No later than May 13, the Superintendent, or his/her designee, shall post in all school buildings a

supplemental list of vacancies that have become known since April 15 and any vacancies specified in the list posted on April 15 which have not yet been filled.

4. No later than May 20, bargaining unit members may file applications for grade and/or subject assignment or building transfer to vacancies listed on the aforementioned supplemental list. The above dates will be adjusted if in conflict with spring recess.
5. In an understanding with the Hendrick Hudson Education Association the Hendrick Hudson School District agrees to grant a two-year professional leave to any bargaining unit member for the purpose of entering a new tenure area in the District. Should the bargaining unit member decide to return to their original tenure area before completing the two-year professional leave, they may do so. The following stipulations apply:
 - a. The bargaining unit member will request this leave in writing if and when the position becomes available in which they have interest.
 - b. The leave will be granted for two years in order to allow the bargaining unit member to attain tenure in another area.
 - c. Once tenure is granted in another discipline area, the bargaining unit member will continue to maintain his/her original tenure as well.
 - d. During this professional leave the bargaining unit member will accrue district service credit.
6. Every effort will be made to consider the desires and requests of the present staff before new teachers are employed and assigned. Vacancies occurring during the school year will be posted. Staff members interested in such vacancies for the following year must indicate this interest in writing to the Superintendent, or his/her designee, within one week of posting. Bargaining unit members who have already indicated such a desire should make their interest known again on the April and May vacancy forms. A vacancy, once filled with a present or new employee will no longer be considered a position for which a present employee may make application.
7. The following principles shall be applied in the reassignment or transfer of bargaining unit members:
 - a. Approval of the receiving building principal
 - b. The convenience and wishes of the bargaining unit member applicant
 - c. Individual qualifications
 - d. Instructional requirements
 - e. Where the foregoing factors are substantially equal, preference in assignment or transfer shall be given to the incumbent applicant with the greatest number of years of services in the District.
8. Where a bargaining unit member has requested a transfer to an open position and the request is not honored, the Superintendent, or his/her designee, if requested to do so, will inform the involved bargaining unit member in writing the reasons for not honoring the request.
9. The Executive Committee of the Association will be informed by the administration before final commitment for a bargaining unit member:
 - a. To accept a student teacher
 - b. To accept a change in job assignment initiated by administrative direction
 - c. To leave; that is, following indication to the bargaining unit member, the administrator should inform the designated representative of the Executive Committee of his/her intention to recommend for dismissal a non-tenured bargaining unit member.

B. Involuntary Transfers

1. When involuntary transfers are necessary, a bargaining unit member's area of competence, major and/or

minor field of study, quality of professional performance, and length of service to the District will be considered, together with instructional requirements and staff availability, in determining which bargaining unit member is to be transferred.

2. An involuntary transfer will be made only after a meeting between the Superintendent or his/her designee, and the bargaining unit member involved. The bargaining unit member shall be informed of the reasons for the transfer and shall have at least one week to consider his/her position.
3. Bargaining unit members who are involuntarily transferred will be transferred only to the same tenure areas in a comparable position, if available.

- C. **Transfer During the School Year** The HHEA and the District both agree that decisions affecting changes in bargaining unit member positions during the school year shall require joint agreement between the HHEA and the District.

In the event that an emergency situation arises during the school year and the District desires to resolve it by making a temporary change in the assignment is made, obtain a written one-time waiver from the HHEA for such a specific and defined temporary change in assignment. The written request for such a waiver will be sent to the President of the HHEA.

Any such granted waiver for a specific and defined temporary change in an assignment due to an emergency situation shall set no precedent nor become part of any precedent for any other changes in assignment of bargaining unit members.

- D. **Tenure** No bargaining unit member who is transferred shall, by reason therefore, lose his/her tenure status within the provision of the law or be deprived of any rights provided under the contract.

- E. **Number of Long Term Substitutes** Long term substitutes will be employed to the extent necessary to fill staffing needs available in each tenure area as a result of approved leave for regularly appointed bargaining unit members. If positions are reduced or abolished, long term substitutes will be dismissed before regularly appointed bargaining unit members.

1. No bargaining unit member holding a probationary or tenure position may be removed from his/her position to provide a position for another bargaining unit member, regardless of seniority, except in accordance with the law when a position is abolished. In this case, the last person hired in the tenure area must be dismissed.
2. When a position is eliminated, the displaced bargaining unit member may apply for any available position in the same tenure area. If there are multiple requests for a single position, including those of ordinary transfer, the position will be filled in accordance with the transfer criteria. However, no bargaining unit member, so displaced, can be denied the sole position available to him/her under Article VI, 8a.
3. When a bona fide vacancy occurs through the resignation or dismissal of a probationary or tenured bargaining unit member, long-term substitutes in the same tenure area may apply for probationary appointment without changing their position. The new bargaining unit member hired would, therefore, become the long term substitute. According to provisions of law, credit for years served in the same tenure area will be granted. All positions currently held by long term substitutes will be considered available for application by all current and on-leave (but returning) staff. (**See note on professional and Public Service Leave, Article III, K17**)
4. April notices to staff will list three choices. Bargaining unit members who wish a change should state their preferences – even where no openings currently exist. A bargaining unit member thus making a request will be given the opportunity to take a position he/she has expressed a desire for if such an opening occurs after the close of school. When no requests have been made, such openings will go to new bargaining unit members, giving them temporary designations and thereby moving to probationary appointments any temporary bargaining unit members in that tenure area.

5. **Building Seniority**

- a. When the number of grades on one level in a given elementary building is being reduced, if there are no requests for transfer from that level, the bargaining unit member on that grade level with the least seniority in the building affected will be asked to list his/her preferences from among the available openings. His/her request will be considered on a par with all other requests for open positions; however, with seniority being the determining factor, where all other criteria are equal.
- b. Bargaining unit members on an elementary grade level in a given elementary building shall be given the opportunity to teach a scheduled ICT class on that elementary grade level in that given building on an annual basis. If no bargaining unit member on that grade level in that given building agrees to teach any scheduled ICT class, then the bargaining unit member on that grade level in that given building with the least district seniority will be asked to list his/her preferences from among the available openings. His/her request will be considered on a par with all other requests for open positions; however, with seniority being the determining factor, where all other criteria are equal.

F. **Seniority** is based on the number of years of full-time service in the District. Seniority does not accrue during periods of unpaid leave.

G. **Acting Administrator**

In the event a bargaining unit member is asked to serve in an administrative capacity on a short term, but full time basis, the following procedures shall apply:

1. The bargaining unit member would be given a paid leave of absence to serve as an acting administrator.
2. An appropriate stipend would also be paid.
3. The bargaining unit member would be guaranteed the return to his/her previous position once the acting administrator time is completed.

H. **Teacher-In-Charge** When a bargaining unit member is assigned to be “teacher-in-charge”, the form on (Appendix F) will be completed and executed by the appropriate staff.

I. **Promotions** When new positions are created at the supervisory and/or administrative levels, a listing of such positions shall be distributed to the professional staff of the District; and first choice for any such position shall be given to equally qualified applicants from the incumbent professional staff. Vacancies occurring in a school year shall be filled according to the provisions of “Employment and Recruitment” section of this Agreement.

J. **Probationary and Permanent Appointments for Licensed Registered Nurses**

Every original appointment to a position in the non-competitive class shall be for a probationary term of not less than twelve weeks, no more than twenty-six weeks.

An appointment shall become permanent upon the retention of the probationer after his/her completion of the maximum period of service or upon earlier written notice following the completion of a minimum period of service, that his/her probationary term is successfully completed.

Permanent Service shall start on that date on the incumbent’s original appointment on a permanent basis in the classified service.

K. **Seniority for Licensed Registered Nurses** Among permanent employees, the order of suspension is the inverse of the order of their original permanent appointment in the classified service.

The date of the permanent service shall be the date of the original contingent permanent appointment.

ARTICLE VII TEACHER LOAD AND RESPONSIBILITIES

SECTION 1 – CLASS SIZE

- A. **Goals for Elementary Schools:** Effective July 1, 2012, the desirable number of pupils per class in the elementary schools for Grades K through 3 are as follows:

Kindergarten	22
Grade 1	20
Grade 2	22
Grade 3	22
Grade 4-6	26

In the event these limits are exceeded by three students, a study will be undertaken to determine, after consideration of all possible factors including teacher requests, what action is most appropriate for each oversize class. The merit of utilizing teacher aides in overly large classes is recognized as one of the logical alternatives to dividing a class. Twenty minutes per day for each child over these limits will be used.

No bargaining unit member shall have instructional responsibility, regardless of class size, for more than an average of 130 pupils per day. The principals and Association representatives shall review the special areas such as speech, music, art, library, and physical education to recommend equitable class size in these special areas.

- B. **Goals in Middle and Senior High School:** The maximum of pupils per class in the middle and senior high schools shall be as follows:

All classes 20 – 28

Average daily load of 125

	<u>Exceptions</u>	
	<u>Class Size</u>	<u>Average Daily Load</u>
Special Classes (Modified)	10-23*	
Advanced Placement	15-23	
Shops	15-23	100
Typing	27-35	160
Physical Education	30-38	200

*Depends upon program and grade level.

Accepted reasons for exceeding or reducing class size norms shall include the following:

1. Limited space
2. Specialized or experimental programs
3. Review of specific situation with Association representatives
4. Joint decision of the teacher, counselor and principal in reviewing special classes (modified).

- C. **Class Load Evaluations:** The principals and Association representatives will evaluate class loads as anticipated in the spring and as finalized at the end of September where overload, by contract, is involved.

- D. **Teacher Load/Class Size:** Every attempt will be made to apply all regulations regarding teacher load and class size with equity and consistency throughout the District. Total class load will be given consideration in attempting to balance each class size to the acceptable standard.

- E. **Equalized Teacher Load:** In an attempt to equalize teacher load, bargaining unit members may be expected to assume such supervisory duties as necessary in lieu of homeroom and/or classroom responsibilities.

SECTION 2 – TEACHER LOAD

- A. **Elementary:** The current teaching program as it affects teacher load shall continue for the duration of this Agreement except for the changes noted under “All Schools – Teaching Responsibilities.” Nothing contained herein shall prohibit necessary or educationally sound adjustments in the length of the student day. No increase in the bargaining unit member day is intended. Effective July 1, 2012, elementary teachers shall be provided with the equivalent of two (2) preparation periods during the work day.

B. **Secondary:**

1. The normal class load at the high school and middle school shall be five (5) classes per day which shall include any periods designated for Academic Intervention Services (AIS) or any periods assigned to provide specific student assistance, plus one (1) duty period. Middle School team meetings are considered to be an integral part of the team concept and will be conducted, as necessary, on a regular basis during a common preparation period. In the event that it is deemed necessary due to an emergency and/or most unusual circumstances, to exceed the normal class load (five classes) beyond the 6 classes:4 classes ratio on alternate A/B days, a meaningful consultation will occur prior to the start of the school year or semester (whichever is applicable) between the HHEA President, the building principal (middle school or high school), and the Executive Director of Curriculum and Instruction (or the equivalent position) to review the language of the CBA regarding class load/preparations.
2. Other exceptions to the normal class load will be forwarded to the principals and Association representatives for consideration and recommendation. Every effort will be made to limit the daily load for English teachers to 100 students equally distributed.

<u>Exceptions:</u>	Department Chairperson	4 Classes
	Science Lab Courses	4 Classes
	Athletic Director	4 Classes

In the event that a staff member holds the position of Athletic Director and a position as department chairperson or science lab teacher, that bargaining unit member shall only be required to teach three classes per day.

3. A duty period at the high school is defined as a study hall or hall duty. A duty period at the middle school is defined as a supplement period. No more than 20 students will be assigned to a given study hall.
4. The study hall/hall duty and homeroom/hall duty resolutions agreement signed on January 22, 1998 is replaced by this contract.
5. Duty Period Exemptions:
 - a. High School RISE/Life Skills teachers
 - b. Librarians, nurses, psychologists, social workers, and other related services personnel
 - c. In lieu of study hall/hall duty, full time teachers whose primary assignment is the high school Learning Center will remain available for student specific support. A primary assignment for this program is defined as teaching four (4) or more support periods in the Learning Center.
 - d. In lieu of study hall/hall duty, high school music teachers will have a music lesson class period if the principal, after consultation with the music teacher, determines on an annual basis that the lesson schedule necessitate an additional class period beyond the normal class period load.
 - e. For 2000-2001 the high school bookstore co-curricular position will be equivalent to one full-time exemption from the duty period. For 2001-2002 and thereafter, there will be no exemption from the

duty period.

6. In the event that the high school schedule reverts to eight (8) periods per seven (7) hour teacher day, the normal class load shall be five (5) classes per day plus limited study hall, where necessary, as written in the 1996-2000 contract. The normal class load of five (5) classes per day shall include any periods designated for Academic Intervention Services (AIS) or any periods assigned to provide specific student assistance.
7. Effective July 1, 2012, in any secondary schools that maintain a schedule consisting of nine (9) periods per day, teachers in such secondary schools shall be provided with the equivalent of two (2) preparation period during the work day. Time between the end of the last class and the end of the contractual work day shall be unassigned.

C. All Schools – Teacher Load:

1. The teacher class load shall not exceed three preparations. Each class requiring a different course of study (i.e., textbooks, curriculum, etc.) will be considered a separate preparation. This does not include the use of separate textbooks, etc. within a given class.

In the event a fourth preparation is deemed necessary or desirable, written approval of the Association must be granted, and the affected bargaining unit member(s) shall be relieved of one period of supervisory duty daily. Each request for fourth class preparation will include an explanation/reason for the request. Each faculty member will be asked to sign-off on the request. A copy of the department schedule will be included with each request.

Exceptions:

Teacher whose total daily student load is considerably below the standards above.

Special areas such as home and career skills, industrial arts, art, music, business education, physical education, and special education.

2. Every effort will be made to provide each bargaining unit member with his/her own room.
3. In order to carry out their team leader responsibilities, middle school team leaders will be exempt from homeroom, hall duty, and any other scheduled morning duty or activity which precedes the first scheduled class.
4. Consideration will be given to floating bargaining unit member in the reduction of non-classroom duties.
5. Guidance counselors will be employed on a student-counselor ratio of not greater than 300 to 1 at the secondary level. Clerical assistance will be provided to attend to clerical duties permitting time for the counselor to perform his/her primary function. No supervisory duties, such as homeroom or study halls, will be assigned to full-time counselors on a regular basis.
6. Bargaining unit member may supervise at least one unpaid student club or activity before or after the regular academic day, the time and frequency to be left at the discretion of the bargaining unit member.
7. Concern and responsibility shall be exercised by the professional staff that free or preparation periods are reasonable and appropriately used. The District will make every effort to avoid conflicts between instructional staff's prep periods and other responsibilities that may occur during the contractual day. This focus will be of greater consideration as the elementary schools realign and common planning time and individual planning time will need to take place. Therefore, the parties agree that, commencing on January 3, 2022, a working group will be formed with administrators and members of the HHEA, whose members shall be appointed by the President of the HHEA, to address potential issues regarding prep periods. Both parties agree that recommendations from the working group will need to be negotiated.

8. The teacher day for all elementary, middle school and secondary bargaining unit members will be 7 hours regardless of the length of the student day. This prescribed time allotment shall be interpreted to be the 7-hour period of time between arrival and departure.
9. The middle school lunch period will be a minimum of 40 minutes. In each of the other school buildings, the lunch period length in place in that building for the 2000-2001 school year will serve as the minimum lunch period length for that building.
10. The Association president(s) (limited to 2) and chief negotiator will be relieved of non-teaching duties and be given consideration in schedule planning and/or assignment of teacher aide upon request.

Effective July 1, 2012, one (1) Association President shall be released from one (1) period per day for the purpose of conducting Association business. Union office(s) (with a phone and computer) shall be provided in the school building(s) of the Association President's teaching assignment(s). During the school year, up to a total of seven (7) days of leave shall be granted for the use of the HHEA President(s) and/or such Executive board members designated by the President(s) without loss of pay or charge to sick or personal days for the purpose of conducting Association business. Reasonable notice will be given to the Superintendent with regard to the use of such days.

11. The following procedures will be used in the assignment of summer service to pupil personnel staff and members of the skills teams at the high school and the middle school. The pupil personnel staff is defined to include guidance counselors, psychologists, resource room teachers, learning disability specialists, speech teachers, school nurse-teachers, reading teachers, teachers of the deaf and special education teachers. Mainstream teachers who are working in collaboration projects will be included in the pupil personnel staff that are allotted pool days. Guidance counselors will each be assigned to a minimum of 18 days of employment beyond the normal school year between July 1 and June 30. In addition, a pool of available days for service as needed will be established. The distribution of the pool will be: high school, 27 days; middle school, 18 days; elementary schools, 18 days. Appropriate adjustments will be made for type of service required, district needs, and multi-level needs.

The salary schedule for this service will be a per diem basis of 1/182 of the individual's base salary for an average seven hour day. All requests for summer service will be submitted to the building principal by May 1, for his/her recommendations by May 20. All requests and recommendations will then be forwarded to the Superintendent for review by a district committee of two Association representatives and two administrators. The final decision on summer day assignment/employment will be made by the Superintendent.

12. Training and Professional Growth: A stipend of \$75 per day (minimum of 4 hours) will be given for non-calendar day training or professional growth. The Instructional Management Committee will develop the training and staff development options. The .1% of the base salary rate will be continued for the following:
 - a. Projects that are initiated by the staff and approved by the CRC committee on an annual basis
 - b. Projects initiated by the district and approved by the IMC
13. After three (3) consecutive instructional class and/or duty periods of a minimum of 40 minutes each, or the equivalent of two (2) consecutive hours of instructional class and/or duty periods, teachers will be provided with a lunch or preparation period.
14. Effective July 1, 2012, when school is scheduled for less than a full day, preparation periods shall be prorated consistent with normal schedules. Regardless of special schedules or assemblies all teachers will still be granted their contractual prep periods.
15. District mandated home visitation beyond the seven hour day will be compensated at 1/182 of the individual's base salary divided by seven (7) for each hour of visitation. Additionally the individual will be compensated

at this rate for one hour of travel.

SECTION 3 – TEACHING RESPONSIBILITIES

Efforts will be made to explore methods by which the primary function of the teacher to teach is enhanced. The following practices will be continued or instituted:

1. **Classroom Interruptions:** Every effort will be made to limit classroom interruptions such as frequent or prolonged announcements over the public address system, collection of money and parental conferences.
2. **Assembly Programs:** Preparations and/or presentation of assembly programs shall be on a voluntary basis. The value of assembly programs is recognized and voluntary presentation of them is encouraged.
3. **Non-Professional Personnel:** Such duties as lunch room duty, playground supervision and bus duty will be performed by non-professional personnel. The option of paying professional personnel to assume these duties, provided they do not interfere with the performance of professional responsibilities will be possible on a voluntary basis. Bargaining unit members shall not be required to take over the duties of paid supervisors, bus supervisors, playground supervisors, lunch duty and morning supervisors except in case of emergencies as determined by the administration. Every effort is to be made by the paid supervisor to obtain a volunteer replacement.
4. **Evening Events:** It is the bargaining unit member's professional responsibility to return to school for such evening events as Meet the Teachers Night, Open House and Parent Report Card Conferences. Bargaining unit members are encouraged as a professional responsibility to take part in after school Class Mothers' Teas. Regularly scheduled Parent-Teacher Conference will be held within the teacher day and on a scheduled evening at the close of both the first and third marking periods. The evening conferences will be reserved for those parents who request the same. A make-up evening will be scheduled when deemed necessary.

Parents will be requested to indicate on the standard form provided, a desire to schedule a conference with a special teacher. Bargaining unit members may leave after the last scheduled conference. Bargaining unit members are encouraged to attend student programs, athletic events, parent-teacher meetings and other similar worthy educational programs. Chaperoning student evening activities shall be voluntary and shall not be included in the above.

5. Parent-Teacher Conferences

- a. The seven-hour workday shall apply to regularly scheduled Parent-Teacher Conferences held within the school day.
 - b. For each school, the total duration of time for all such evening conferences shall not exceed two hours and 15 minutes at the elementary schools, two hours and 45 minutes at the middle school, and two hours and 30 minutes at the high school.
 - c. For all such conferences held during the seven-hour teacher day, a minimum of a regular lunch period and two staff-appropriate break time shall be provided. For all such evening conferences, one staff-appropriate break time shall be provided. For all such conferences held in each school, this agreement shall not diminish any lunch period, staff appropriate break time, or teacher-day preparation time established in the conference schedules for that school in the 2004-2005 school year.
 - d. On District scheduled parent teacher conference days, the District shall provide sufficient time slots for each elementary teacher's class.
6. **Meetings:** The number of meetings per teacher shall not exceed an average of three meetings per month, to include district-wide staff, departmental and grade level meetings and building staff. Exception to the above limits are the following:
- a. An emergency situation as determined by the administration.
 - b. Bargaining unit member volunteers on specialized committees such as new school steering committees,

district-wide report card and grading committees, cumulative folder committee, field trip policy committee, etc.

- c. Schedule meetings within the student day.
- d. Parent-teacher conferences and staffing a problem pupil conference to be held at a mutually agreed upon time.

All district-wide and building meetings shall be limited to one hour after the starting time. Adequate prior notice of at least two school days shall be required. No meeting or conference after the student day will be held on a day before a holiday or weekend or on the day of the regularly scheduled Association meeting. A half-day each month may be set aside for administrative meetings if deemed necessary by the administration. Recommendations from the staff will be considered. In the event a meeting is scheduled, the length may be one hour beyond the teacher day, with such meeting to be included in the monthly quota.

7. **Mandated Trainings:** The HHSD will provide the following time for HHEA members to fulfill mandated trainings.
 - a. An HHSD viewing portal will be open from July 1 – November 30 to view any videos used to fulfill such annually mandated trainings.
 - b. Faculty and department/grade level meetings each scheduled only once a month.
 - c. Time during the seven (7) hour day, not to include lunch or preparation time.
8. **Arrival/Departure Time:** Bargaining unit members are expected to indicate their arrival and departure from the building each day according to the system devised in each building. Notification of late arrival due to unavoidable delay will facilitate coverage for the bargaining unit member's responsibility, due to late arrival or early departure. Whenever bargaining unit members leave the school grounds on school business during the school day, notification must be given to the office. Personal business for a limited time may be granted at the discretion of the administration. Bargaining unit members do not need approval to leave during the free lunch period, but should notify the office.
9. **Lesson Plans:** Both long range and daily lesson plans should be used by all teachers and will be readily available for review by building principals, or his/her designee.
10. **Student Teaching:** It is recognized that the district should share in the responsibility of assisting in the preparation of prospective teachers. Therefore, bargaining unit members are encouraged to accept the responsibility of working with a practice teacher, when requested by the administration. No bargaining unit member shall be expected to accept a student teacher unless he/she is:
 - a. willing
 - b. on tenure
 - c. has taken a student teacher course or has taken the District workshop on student teachers

The Administration and the Association will jointly develop a workshop on student teachers which will be presented on mutually agreeable dates as needed.

11. **Conferences:** Failure to attend scheduled Hendrick Hudson School District conferences as established in the school calendar without prior approval of absence shall be subject to deduction in pay for the specified period of the conference.
12. **Assigned Duties:** It shall be the responsibility of each bargaining unit member to fulfill his/her assigned duties. This includes arriving no later than or departing no earlier than the prescribed time as specified. Continued failure to meet this obligation shall be cause for consideration of appropriate action. A record of incidents shall be made for the bargaining unit member and the personnel folder with copies forwarded to the Association when appropriate.
13. **Absence of Responsibilities:** The absence of mentioned bargaining unit member responsibilities and conditions in this Agreement shall not be interpreted to mean that the rules and regulations found in the

teachers' manuals, handbooks and printed policies are not in effect. Such rules and regulations, however, in no case take precedence over the policies specifically changed by this Agreement.

14. **Registered Nurse Responsibility:** The work performed by the registered nurses in the schools of the District is the work of the Association. Any changes to the present scope of that work which is defined as that work performed in the 2004-2005 school year shall require the written approval of the Association.

SECTION 4 – SUBSTITUTE POLICY

- A. **Elementary Substitute Procedure:** Substitute, at the elementary level, will be employed on the basis of the following guidelines:

Classroom teacher

Employ a substitute

Specials:

Group A

No substitute to be employed

School psychologist
Special resource teacher/helping teacher
Teacher of the perceptual/visually impaired
Speech teacher
Instrumental music teacher
Audio-Visual teacher

Group B

Employ substitute only if a competent

*** Certified substitute is available**

Nurse/teacher
Art teacher
Physical education teacher
Vocal or general music teacher
Library media specialist

An attempt will be made to keep the library open and supervised for student use by aides normally assigned in other areas.

Partial Days of Absence: Wherever possible, the building principal will arrange for classroom supervision. In some cases, employment of substitute will be necessary.

* Exception to “certified” qualification can be made if an outstanding person in the particular field is available.

- B. **Substitute Policy at Secondary Level:** Wherever possible, certified (preferably) or qualified substitute teachers shall be employed to cover vacancies created by the absence of bargaining unit members. Bargaining unit members shall not be required to assume the responsibilities of absent bargaining unit members except in emergency or most unusual circumstances. Bargaining unit members requesting special consideration for short-term absence from a responsibility (as identified by the administration, but not reported to the District Office) may secure coverage by another bargaining unit member. Emergency lesson plans should be provided by all bargaining unit members and made available for the substitutes.

ARTICLE VIII EVALUATION

PURPOSE

- A. The Association and the Board recognize the need for and the value of evaluations as a means of assessing and improving professional performance. All evaluation procedures will be constructive and practical in nature.
- B. All bargaining unit members will be evaluated annually, using the instrument and procedures that follow.

Evaluation Instrument

See Appendix N.

Procedures

- A. The Administration will be responsible for evaluating in writing, probationary bargaining unit members each semester. Tenured bargaining unit members will be evaluated once annually. Additional evaluations may be conducted.
- B. Bargaining unit members assigned to more than one building will be evaluated by a designated administrator chosen from those buildings with input from the administrator in each building to which they are assigned. The Executive Director of Pupil Personnel Services will evaluate all pupil personnel staff who work in more than one building and may evaluate any related service provider. The Director of Athletics, Physical Education and Health will evaluate all bargaining unit members who teach health and may evaluate any physical education teacher.
- C. The District may designate other appropriate supervisors to make evaluations in writing or provide input for evaluations. Bargaining unit members will be notified as to who will be performing the evaluation. Evaluations are placed in the bargaining unit member's personnel file.
- D. The evaluation is a comprehensive assessment of the bargaining unit member's overall performance during the year based on the District APPR plan. The observation is an assessment of a segment of the bargaining unit member's performance.
 - 1. Evaluators will use the Guide for Evaluation as a guideline in writing observations and the evaluation resulting from the Traditional Evaluation Process. The evaluator need not comment on every item in the Guide for Evaluation.
 - 2. The written evaluation for the other methods of evaluation will be limited to the Notification/Completion Form and the Descriptor Form for the chosen APPR method of evaluation.
- E. The evaluator will conduct observations of the work performance of the bargaining unit member openly and with his/her full knowledge. If requested by either party, pre-observation and post observation conferences will be granted. Additionally, the District shall have the right to conduct informal observations at any time, and post-observation conferences will be granted if requested by either party. The number of observers in the classroom at any time will be limited to one.

Except for the following:

- 1. Two or more observers in an HHEA bargaining unit member's room shall not be part of any pre-evaluation observation.

2. The participation of the HHEA bargaining unit member in such a visitation by two or more observers shall be voluntary, so as not to cause a disruption per Article VII, Section 3(1). of the Collective Bargaining Agreement (CBA).
 3. Every effort will be made to solicit the voluntary participation of HHEA bargaining unit members in a timely manner per Article VII, Section 3(1) of the CBA.
- F. The evaluator will confer with the bargaining unit member when substantial evidence from any source forms the basis for a statement in the evaluation which raises concerns about the professional performance of the bargaining unit member. If the bargaining unit member wishes, the results of this conference will be given to him/her in writing. Any materials/sources of information referenced in an administrator's discussion with a bargaining unit member about the member's professional performance shall be made available to the member upon request. If said materials/sources of information are not available to the member for any reason, the member, upon request, shall be provided with a meeting with the Superintendent to discuss said materials/sources of information.
 - G. The evaluator will provide definitive, positive assistance to help the bargaining unit member where an area in need of improvement has been identified. The bargaining unit member will provide active, positive cooperation to the evaluator. It is recognized by the District and the Association that one or more items in the Guide for Evaluation may be identified as in need of improvement without an overall unsatisfactory evaluation being given.
 - H. The Association recognized its share of the responsibility to assist probationary bargaining unit members and others to improve the quality of instruction. The Association, as well as the District, may appoint a tenured bargaining unit member to assist the bargaining unit member.
 - I. If this evaluation or any other evaluation regardless of type of report becomes part of the bargaining unit member's personnel file (that is, if it isn't used for notes and then destroyed) the bargaining unit member will receive a copy.
 - J. Evaluations will be distributed by June 1. The bargaining unit member will sign the evaluation report to acknowledge receipt and attach comments, if any, no later than June 10. The bargaining unit member may request a conference to discuss the evaluation. Evaluations distributed before June 1 will be signed by the bargaining unit member within ten calendar days.
 - K. If a bargaining unit member disagrees with the evaluation report by the administration, he/she may follow the grievance procedure, meeting first with the administrator.
 - L. The bargaining unit member has the right to review his/her personnel files in the presence of the administrator. The bargaining unit member may make copies of any material at his/her own expense. Before material is placed in the personnel files, the bargaining unit member will receive a copy. The bargaining unit member is required to sign and date this material to acknowledge receipt.
 - M. Licensed Registered Nurses will be evaluated using the Traditional Evaluation Process during their first two years of employment in the District. After two years of employment in the District, Licensed Registered Nurses may choose a method for evaluation based on the District's APPR.
 - N. Bargaining unit members may agree to be observed or evaluated by administrative interns. Such observations and evaluations will not be part of the bargaining unit member's official evaluation or be placed in the bargaining unit member's personnel file.
 - O. During the initial Superintendent Conference Day scheduled prior to the start of each school year, all unit members will be given the opportunity, through submission of a form, to opt out of being the subject of a video or digital recording or image which would be made, shared or posted on social media by the District. If the District does not have the Superintendent Conference Day prior to the school year, the form will be distributed to unit members at the start of the school year.

The District agrees that it will not use digital observations, whether through contemporaneous synchronous instruction or archived video files made by the teacher, student(s), third parties or District, to evaluate a unit member without mutual consent. This language shall not supersede or alter in any way other provisions of the contract. It is understood, however, that if the District is in a full remote instruction model whereby such digital platform is the only mode of observation, the parties will meet to develop protocols for such remote observation(s).

ARTICLE IX STUDENT DISCIPLINE AND BARGAINING UNIT MEMBER PROTECTION

1. It is recognized that the primary responsibility for discipline in the classroom is rightfully that of the teacher. It is further recognized that discipline problems are less likely to occur in classes which are well taught and where a high level of student interest is maintained. However, a bargaining unit member may take such action as is necessary to protect himself/herself and/or other students.
2. A list of student expectations necessary to create and maintain an educational environment during study hall shall be developed by a high school committee composed of two (2) administrators and five (5) bargaining unit members. These student expectations shall be posted in each study hall. Study hall teachers have the option of referring students who do not meet these expectations to the building administration for appropriate action. The student expectations and referral process will be reviewed for effectiveness by the above committee on an annual basis.
3. The Board recognizes its responsibility to give all reasonable support and assistance to bargaining unit members with respect to the maintenance of control and discipline in the classroom. The Board further recognizes that the bargaining unit member may not fairly be expected to assume the ongoing responsibility for students who are willfully and repeatedly disruptive. Whenever, in the professional judgement of the bargaining unit member, in consultation with the administration, it appears that a particular pupil requires the attention of special counselors or other professional persons, the Board will take steps to assist the bargaining unit member with respect to such pupil.
4. A bargaining unit member may exclude a pupil from his/her class when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the bargaining unit member will furnish the principal, as soon as practical, with knowledge of the exclusion and as promptly as possible, with full particulars of the incident or incidents. The affected pupil will be readmitted to the classroom only upon direct authorization of the principal, or when appropriate, by guidelines from the principal for the future handling of this case.
5. Individual records will be maintained on student discipline and will be available to bargaining unit members as an aid for determining disciplinary recommendation concerning particular pupils.
6. Any case of assault or legal action upon a bargaining unit member acting within the scope of his/her duties shall be promptly reported to the administration and, after review, to the Board when such action is in order.
7. The Board shall render all responsible assistance to the bargaining unit member in connection with the incidents as required by law enforcement and judicial authority.

ARTICLE X CURRICULUM DEVELOPMENT

- A. A committee of the Association will be established to work with the District to develop guidelines for curriculum improvement provided these principals are followed:
1. Those bargaining unit members who are most affected by curriculum changes should be involved in planning and implementing the program.
 2. Curriculum development as it applies to subject matter extension or improvement, shall include workshops, seminars, in-service courses and other appropriate means to improving the curriculum. Those persons acting as instructors, or directors, or consultants for district-sponsored courses shall be paid for their services by the District.
 3. Workshop requests will be submitted in accordance with the procedure guidelines adopted by the committee for curriculum development.
 4. The goal of in-service courses and continuing workshops shall be the improvement of education in the District. Faculty and administrative suggestions will be encouraged in determining areas for such in-service courses and workshops where unusual needs exist in the District which cannot be taken care of through BOCES.

ARTICLE XI SCHOOL FACILITIES

- A. It is recognized by all parties herein interested that the facilities provided for use in the education process bear a direct relationship to the results that may be expected. It is further recognized that all facilities must meet rigid standards with regard to:
1. Health
 2. Safety
 3. Security
 4. Suitability for purpose(s) intended
 5. Adequacy of performance
 6. Timely availability
 7. Sufficiency of quantity
- B. It shall be the responsibility of the Board to provide for each student as is necessary:
1. Up-to-date educational materials to include textbooks, workbooks, other aids to learning in addition to equipment and supplies.
 2. Such services necessary to provide for student needs through adequate bus transportation, cafeteria service and properly maintained lavatories and sidewalks.
 3. Adequate and secure locker space.
 4. Clean, well lit, properly heated, properly ventilated and sound controlled classrooms and/or work-study areas.
- C. It shall be the responsibility of the Board to provide for each bargaining unit member:

1. Secure desk, coat closet and storage space in a convenient location – preferably in his/her own classroom.
2. Classroom or work stations free of use during the bargaining unit member’s preparation period, except where needed as a classroom due to crowded conditions.
3. Clean, well-lit restroom facilities separate from those provided for students and healthfully maintained.
4. A clean, well-lit and attractively maintained Faculty Room.
5. Space permitting, a room adequate in size and equipment for use for personal preparation and preparation of “teacher made” instructional materials such as, but not limited to tests, review materials, study guides, work sheets, audio-visual aids, etc.
 - a. Such facilities shall include modern computers plus other equipment and supplies appropriate to the needs of modern quality education.
 - b. These facilities shall be separate and apart from the Faculty Room.
6. Adequate and properly maintained off street parking area.
7. In no case, shall a bargaining unit member be temporarily removed from his/her regularly assigned area without adequate prior notice and provisions for suitable substitute facilities.
8. Bargaining unit members shall be responsible to keep those areas listed herein, i.e., faculty room, faculty workroom and individual classrooms in acceptable condition during the regular teacher day to permit these areas to be conducive to the use intended. Regular cleaning shall not be the responsibility of the professional staff.
9. When practical, bargaining unit members are expected to keep their classrooms locked at all times when not in use unless the building directions specify otherwise. No student or bargaining unit member valuables, including money, are to be left in the classroom at times when not attended and in no case over night.
10. Keys are not to be left in the mailbox, but must be the responsibility of each bargaining unit member. Discretion must be used regarding the distribution of keys to children for use at any time.
11. Facilities for special subject areas will be provided to the extent that building and financial limitations permit. Recognizing that goals and objectives of educational programs can vary from community to community and from building to building, the goal of the District will be toward equal educational opportunities for all children.

ARTICLE XII SUPPLIES

1. The District agrees that it will provide sufficient supplies so that bargaining unit members may fulfill their responsibilities in an adequate, efficient and professional manner.
2. An adequate portion of the fund (\$100 for the high school and middle school, \$75 for Frank G. Lindsey, and \$50 for others) allotted to each school for supplies during the school year shall be set aside in a rotating petty cash fund to be used to purchase materials and supplies which are not normally available from central supply and which cannot, by their unique nature, be stocked. This fund may also be used, within reasonable limits, to provide

for innovations. Bargaining unit members purchasing materials and supplies must have prior approval of their principal to be reimbursed from this fund upon submission of an appropriate receipt of purchase.

3. Continuing efforts will be made to improve the procedures of ordering and receiving supplies. Distribution of supplies by building will be determined jointly within that building. Bargaining unit member requests for budget purposes in educational equipment and supplies are received and reviewed by the administration. Bargaining unit members shall have the opportunity to list priorities in the case of necessary reductions. Discussion sessions regarding these areas will be held throughout the school year for the purpose of review and understanding and toward the ultimate goal of fulfilling the goals stated herein. Every effort will be made to receive and review bargaining unit member requests prior to final budget allocations.

ARTICLE XIII

SCHOOL CALENDAR AND PAYROLL PROCEDURES

SECTION 1 – SCHOOL CALENDAR

- A. A Calendar Committee from the Association and Administration (“Committee”) will be appointed to assist in developing the calendar, provided these principles are followed:
 1. The school year for 2011-12 shall contain a maximum of 185 days and for 2012-13 and 2013-14 the maximum number of days will be 184. Effective July 1, 2014 and thereafter, the school year shall contain a maximum of 185 days. The school year will include a minimum of 180 days of instruction, the necessary conference and emergency days with one day which may occur before Labor Day to the extent such a start date conforms with the Putnam/Northern Westchester BOCES calendar.
 - a. If the Committee determines by January 1st that the calendar for any upcoming school year will not provide a minimum of nine consecutive days (Monday through Friday, between two weekends) for each of the Christmas, Winter and Spring recesses, then the Committee may establish a Pre-Labor Day school calendar for that upcoming school year and recommend it to the Superintendent. If the Superintendent does not accept the recommendation, there will be no Pre-Labor Day school calendar for that year.
 2. Three half-days for elementary rating will be established each school year for the final two weeks of school.
 3. Every consideration will be given to a common calendar with other Northern Westchester districts to the advantage of BOCES’ students and district personnel living in other districts.
 4. The first day of the school year with children in the elementary schools will be a half-day with children and a half-day of meetings. No lunch will be served on this day.
 5. Any or all of the following half-days shall be continued or reinstated if and when they are again legal in terms of the state requirements for student attendance:
 - a. The half days before Thanksgiving and Christmas with the understanding that with regard to the day before Thanksgiving, if necessary for such day to count as a day of school for attendance purposes, a mutually agreed upon staff development project will be done by members of the unit to be completed outside of work hours.
 - b. Such half-days as may be needed for parent conferences, adequate planning for opening and closing school, and vital curriculum or bargaining unit member training sessions.
 6. Licensed Registered Nurses will work the same calendar.

7. Licensed Registered Nurses who work days during the summer months with the approval of the building principal will receive compensatory time.
 8. If all of the four (4) snow days are not used during the school year, an additional day shall be added to the Memorial Day holiday weekend. Effective July 1, 2014 and thereafter, if all of the five (5) snow days are not used during the school year, an additional day shall be added to the Memorial Day holiday weekend.
 9. Effective July 1, 2012, the District shall schedule two (2) full days per school year that special education teachers shall be excused from their regular teaching duties for the purpose of preparing Individual Education Programs and other forms unique to special education.
 10. Effective July 1, 2012, the District shall schedule two (2) full days per school year that special education teachers shall be excused from their regular teaching duties for the purpose of preparing Individual Education Programs and other forms unique to special education.
- B. Nineteen (19) Association professional hours shall be fulfilled according to the professional activities set forth in Appendix I.

SECTION 2 – PAYROLL PROCEDURES

1. Payroll checks will be issued bi-weekly on Thursday, or a specific day mutually agreed upon by the Committee.
2. Contractual salaries will be divided by 21 to determine the bi-weekly amount except for those bargaining unit members who requested a division by 25 payments on appropriate forms furnished by the District.
3. Extra pay for extra duties shall be prorated over the period during which the extra duties are rendered. The first payment of salary for extra duties shall be made on the first regularly scheduled pay day following the commencement of the extra services and final payment for these services shall be made on the first scheduled pay day following completion of the services. The periods for pay for extra duties for all, but full year assignments shall be determined by the following time periods:
 - a. September – November -all fall activities
 - b. December – March -all winter activities
 - c. April – June -all spring activities
4. Any balance in the Board's contractual salary commitment to a bargaining unit member shall be paid on the Friday of Regents week in June.
5. Should a regular pay date fall during a period when school is not in session, bargaining unit members shall be paid salary due on that date on the last day prior to recess.
6. Authorization for payroll deductions will be made on forms supplied by the District, and shall be available for:
 - a. Designated professional organization dues
 - b. U.S. bonds
 - c. Tax-deferred annuities
 - d. Health insurance
 - e. Credit unions
7. Effective September 1979, that portion of the Association dues structure which is determined to be the amount of professional obligations may be deducted from the salary of all staff covered by the recognized bargaining unit,

excluding part-time bargaining unit members and substitutes.

ARTICLE XIV GRIEVANCE PROCEDURE

PURPOSE

The primary purpose of this procedure is to secure, at the lowest administrative level, equitable solutions to the claim of the aggrieved person or persons.

DEFINITIONS

1. "Grievance" shall mean any complaint by a bargaining unit member or group of bargaining unit members of the Association based on alleged violation, misinterpretation or inequitable application of the existing State laws, Board policies, administrative procedures and regulations, or this agreement.
2. The term "bargaining unit member" includes all individuals or groups who are members of the negotiating unit subject to this agreement.
3. The term "supervisor" shall mean any department chairperson, principal, assistant principal, immediate superior, or other administrative or supervisory officer responsible for the area in which an alleged grievance arises except for the Superintendent.
4. The term "days" shall mean school days.
5. "Association" shall mean Hendrick Hudson Education Association or its successor.
6. "Grievance Committee" is the committee created and constituted by the Association.
7. "Aggrieved Party" shall mean the party claiming the grievance.

USE OF THE GRIEVANCE PROCEDURE

1. The right to use the established grievance procedure is guaranteed to all bargaining unit members without coercion, discrimination or reprisal.
2. The aggrieved party may be represented at all stages of this procedure by a person of his/her choosing.
3. When a bargaining unit member is not represented by the Association, the Association shall have the right to be presented and state its views at all stages of this procedure beyond Stage I.
4. A statute of limitations of 50 school days from the time of the incident within which time the aggrieved party must properly institute a grievance is established.
5. The appeal process does not negate or limit a member's right to grieve any violation of any specific HHEA Contract article or articles that are not contained within the APPR.

GRIEVANCE PROCEDURE

1. All grievances shall be in writing and shall include the name and position of the aggrieved party, the nature, time, place and person(s) alleged to have been responsible for the grievance, and the redress sought.
2. **STAGE I** – The bargaining unit member with a grievance shall meet with his/her building principal or supervisor within 5 days from submission of grievance and attempt to reach a mutually satisfactory agreement. If the

bargaining unit member and principal or supervisor are unable to reach such an agreement, the principal or supervisor shall send to the bargaining unit member within 5 days of such meeting a written decision with a copy sent to the Association. If grievance is denied or if written decision is not rendered in the required time, grievance may move to next stage.

3. **STAGE II** – If the aggrieved party is not the Association and wishes to be represented by the Association, he/she may file his/her grievance in writing with the Association within 5 days of the Stage I decision or expiration of the Stage I time period. The time requirement shall be waived if the aggrieved party is the Association or has already requested and been granted representation by the Association at Stage I. This waiver shall not, however, in any way diminish the right of the Association, through the Grievance Committee, to evaluate a grievance at any stage and to provide or withdraw representation at any later stage. If the Grievance Committee decides that there is a valid grievance, a representative shall be selected to aid and accompany the bargaining unit member during all subsequent stages of the grievance procedure. The aggrieved and the Association shall submit a formal, written appeal to the Superintendent within 10 days of the Stage I decision or expiration of the Stage I time limit. However, if the Association decides that no grievances exist, or if the aggrieved party wishes representation other than the Association, the bargaining unit member may submit a formal written appeal directly to the Superintendent. However, if the Association does not support a grievance, the Association shall not be required to share in any costs of processing the grievance. The Superintendent shall meet with the aggrieved and/or the Association within 5 days of the submission of the appeal and, if no agreement is reached, shall render a decision in writing (with a copy to the Association) within 5 days of such meeting. If the grievance is denied or if the Superintendent fails to meet and/or render a written decision within the required time, the grievance may move to the next stage.
4. **STAGE III** – Within 10 days from the decision at Stage II or the expiration of the Stage II-time limit, the aggrieved or his/her representative shall present an appeal in writing to the Board. Within 10 School days of receiving this appeal, the Board shall meet with all parties to the grievance. Within 5 days of the Board hearing, their decision will be forwarded in writing to the aggrieved, the Association and principals. If the grievance is denied or if the Board fails to hold a hearing and/or render a written decision within the required time, the grievance may move to the next stage.
5. The above time limits may be extended by written agreement of all parties upon written request by the party seeking the extension except that in no case shall the time limit exceed twice the number of days specified above.
6. **STAGE IV** – Within 10 days from the decision at Stage III or the expiration of the Stage III-time limit, the aggrieved party shall properly serve upon the President of the Board a demand for arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association. All proceedings under Stage IV shall be conducted in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association and the Laws of the State of New York and the United States of America. The Board, the Association, and the aggrieved party agree to be bound by the decision of the arbitrator. The costs of any arbitration under this section shall be shared equally by the Board and the Aggrieved party. If the Association represents the aggrieved party, it shall assume the aggrieved party's costs of arbitration.

MISCELLANEOUS

1. If in the judgment of the Association, a grievance affects a group of bargaining unit members, the Association may submit such grievance in writing to the Superintendent directly, and the processing of such a grievance will thus begin at Stage II. The Association may process such a grievance through all levels of the procedure even though the aggrieved persons do not wish to do so.
2. The reasons for the decisions of Stages I, II, III, of the grievance procedure shall be in writing and shall be promptly transmitted to the aggrieved and to the Association. Decisions rendered at Stage IV shall be in accordance with the procedures set forth in that section.
3. The aggrieved party's representative shall have access to all information pertinent to the determination and processing of the grievance.

4. All documents, records and communications dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
5. The District, at any time, acting through the Board or the Superintendent, may, in its sole discretion, register a grievance against the Association, or one of the members of the negotiating unit, for failure to comply with the terms and conditions of this contract or existing State Laws, Board policies, administrative procedures and regulations, by filing a written complaint with the Superintendent, who will transmit the complaint to the president of the Association. Within (10) days there shall be a conference concerning the complaint by the District between representatives of the Association and the District. If the complaint cannot be resolved at this level, the District may, in its sole discretion and at its sole option, bring the complaint to Stage IV of this grievance procedure.
6. By mutual agreement of both parties, a grievance may be submitted directly to Stage IV thereby eliminating any and all remaining stages.
7. If the aggrieved party fails to pursue a grievance, the Association, if it deems the grievance meritorious, may pursue it from that stage.

**ARTICLE XV
TERMS OF AGREEMENT**

- A. The Agreement shall be effective as of July 1, 2019 and shall continue in effect through June 30, 2026.
- B. The Association and Board agree that all proposed items have been discussed during the negotiations leading to this Agreement or not, during the life of this Agreement, except by voluntary, mutual consent of the parties, in a written and signed amendment to the Agreement. Any written policies of the District unaltered or unchanged by the language of this Agreement shall remain in force, and it shall be the prerogative of the District to initiate and announce new policies not affecting or changing matters contained in this Agreement.
- C. This Agreement shall supersede any rules, regulations or practices or the Board which shall be contrary to or inconsistent with its terms. The provisions of the Agreement shall be incorporated into and be considered a part of the established policies of the Board.
- D. Any individual arrangement, agreement or contract between the Board and an individual bargaining unit member, shall be subject to and consistent with the terms and conditions of this Agreement and any individual arrangement, agreement or contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties.
- E. If any provision of this Agreement or any application of the Agreement to any bargaining unit member or group of bargaining unit members shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, and all other provisions or applications shall continue in full force and effect. In the event a portion of this contract is found to be contrary to law, an equitable substitute is to be negotiated.
- F. Bargaining unit members and administrators are to seek their appropriate respective committee's opinions on all matters of contract interpretation.
- G. Copies of this Agreement shall be printed at the expense of the Board and given to all bargaining unit members now employed or hereafter employed by the Board within two weeks (or upon such date as is mutually agreed upon) after its execution or employment if that occurs later.
- H. It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body had given approval.

HENDRICK HUDSON EDUCATION
ASSOCIATION

HENDRICK HUDSON SCHOOL
DISTRICT BOARD OF EDUCATION

By: _____
1st Vice President for
Negotiating Committee

By: _____
Superintendent of Schools

By: _____
President, Hendrick Hudson
Education Association

By: _____
President, Board of Education

Signed documents on file with office of Hendrick Hudson Education Association and Hendrick Hudson School District Board of Education.

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APPENDIX A

Letter of Understanding

It is agreed by and between the Hendrick Hudson Education Association and the Hendrick Hudson School District that no incumbent school nurse teacher will be excessed, but upon attrition, the District may replace nurse teachers with other health service personnel.

The Association further agrees that it will withdraw its Demand for Arbitration with respect to nurse teacher positions, Arbitration Case 1939-0017-85.

Hendrick Hudson School District
Charles V. Eible, Superintendent of Schools

Hendrick Hudson Education Association
Beth Mazzeo, President

Date

APPENDIX B-1

HENDRICK HUDSON SCHOOL DISTRICT

HHEA 2019-2021 Salary Schedule

STEP	BA	4.1	4.2	4.3	4.4	4.5	4.6	MA	M.1	M.2	M.3	M.4	M.5	M.6	M.7	M.8	M.8+6	PHD
1	56,185	57,870	59,556	61,241	62,927	64,612	66,298	62,927	64,612	66,298	67,983	69,669	71,3554	73,040	74,725	76,411	77,422	78,096
1A	57,589	59,303	61,016	62,730	64,444	66,157	67,871	64,612	66,326	68,040	69,753	71,467	73,180	74,894	76,608	78,322	79,350	80,063
2	58,994	60,735	62,477	64,219	65,961	67,702	69,444	66,298	68,040	69,782	71,523	73,265	75,007	76,748	78,490	80,232	81,277	82,029
2A	60,398	62,169	63,938	65,708	67,478	69,247	71,017	67,983	69,753	71,523	73,293	75,063	76,833	78,602	80,372	82,142	83,203	83,996
3	61,803	63,601	65,398	67,197	68,995	70,792	72,591	69,669	71,466	73,265	75,063	76,860	78,659	80,456	82,254	84,052	85,130	85,963
3A	63,207	65,034	66,860	68,686	70,512	72,338	74,164	71,354	73,180	75,006	76,833	78,658	80,485	82,310	84,137	85,962	87,057	87,929
4	64,612	66,466	68,321	70,175	72,029	73,883	75,737	73,040	74,894	76,748	78,603	80,456	82,311	84,164	86,019	87,872	88,985	89,896
4A	66,017	67,899	69,782	71,663	73,546	75,428	77,310	74,726	76,608	78,490	80,372	82,254	84,137	86,018	87,901	89,783	90,912	91,862
5	67,422	69,332	71,243	73,152	75,063	76,973	78,883	76,411	78,321	80,232	82,142	84,052	85,963	87,873	89,783	91,693	92,839	93,828
5A	68,826	70,764	72,703	74,641	76,580	78,518	80,456	78,097	80,035	81,974	83,912	85,850	87,788	89,726	91,665	93,603	94,766	95,794
6	70,231	72,197	74,164	76,130	78,096	80,063	82,029	79,782	81,749	83,715	85,681	87,648	89,614	91,581	93,548	95,514	96,693	97,761
6A	71,635	73,630	75,625	77,619	79,513	81,608	83,603	81,468	83,462	85,457	87,451	89,446	91,440	93,435	95,430	97,424	98,620	99,728
7	73,040	75,063	77,086	79,108	81,130	83,154	85,176	83,154	85,176	87,198	89,222	91,244	93,266	95,289	97,312	99,334	100,547	101,694
7A	74,444	76,496	78,546	80,597	82,647	84,699	86,749	84,839	86,889	88,940	90,991	93,042	95,092	97,143	99,194	101,245	102,475	103,661
8	75,849	77,928	80,007	82,086	84,164	86,244	88,322	86,524	88,603	90,682	92,761	94,840	96,918	98,997	101,076	103,155	104,402	105,628
8A	77,254	79,361	81,468	83,574	85,681	87,788	89,896	88,210	90,317	92,424	94,531	96,637	98,744	100,851	102,959	105,065	106,330	107,594
9	78,659	80,794	82,929	85,063	87,198	89,333	91,469	89,896	92,031	94,165	96,300	98,435	100,570	102,705	104,841	106,976	108,257	109,560
9A	80,063	82,226	84,389	86,552	88,715	90,878	93,042	91,581	93,744	95,907	98,070	100,233	102,396	104,560	106,723	108,886	110,184	111,526
10	81,468	83,659	85,850	88,041	90,232	92,423	94,615	93,266	95,457	97,649	99,840	102,031	104,222	106,413	108,605	110,796	112,111	113,493
10A	82,872	85,092	87,311	89,530	91,749	93,969	96,188	94,952	97,171	99,391	101,610	103,829	106,048	108,268	110,487	112,707	114,038	115,459
11	84,277	86,524	88,772	91,019	93,266	95,514	97,761	96,638	98,885	101,133	103,380	105,628	107,875	110,122	112,370	114,617	115,966	117,426
11A	85,681	87,957	90,232	92,508	94,783	97,059	99,334	98,323	100,599	102,874	105,150	107,425	109,701	111,976	114,252	116,527	117,892	119,393
12	87,086	89,389	91,693	93,997	96,300	98,604	100,908	100,008	102,312	104,616	106,919	109,223	111,527	113,830	116,134	118,437	119,819	121,359
12A	88,491	90,822	93,154	95,486	97,817	100,149	102,481	101,694	104,026	106,357	108,689	111,021	113,353	115,685	118,016	120,347	121,746	123,325
13	89,896	92,255	94,615	96,974	99,334	101,694	104,054	103,380	105,739	108,099	110,459	112,819	115,179	117,538	119,897	122,257	123,674	125,291
13A		93,688	96,075	98,463	100,851	103,239	105,627	105,065	107,453	109,841	112,228	114,617	117,005	119,393	121,780	124,168	125,600	127,258
14		95,121	97,536	99,952	102,368	104,784	107,200	106,751	109,167	111,583	113,998	116,414	118,831	121,246	123,662	126,078	127,527	129,225
14A								108,437	110,881	113,324	115,768	118,212	120,656	123,100	125,545	127,989	129,455	131,191
15								110,122	112,594	115,066	117,539	120,010	122,482	124,954	127,426	129,899	131,382	133,158
16								111,774	114,283	116,792	119,302	121,810	124,320	126,828	129,338	131,847	133,353	135,155
17								113,450	115,998	118,544	121,091	123,637	126,185	128,730	131,278	133,826	135,354	137,181
18								114,869	117,447	120,026	122,605	125,182	127,761	130,339	132,919	135,498	137,045	138,896
Longevity		2,866	2,921	2,978	3,034	3,090	3,146	3,371	3,427	3,483	2,541	3,596	3,651	3,708	3,764	3,821	3,855	3,933

HHEA 2021-2022 Salary Schedule

STEP	BA	4.1	4.2	4.3	4.4	4.5	4.6	MA	M.1	M.2	M.3	M.4	M.5	M.6	M.7	M.8	M.8+6	PHD
1	56,747	58,449	60,152	61,854	63,556	65,258	66,961	63,556	65,258	66,961	68,663	70,366	72,067	73,770	75,472	77,176	78,196	78,877
2	59,584	61,342	63,102	64,861	66,621	68,379	70,139	66,961	68,720	70,480	72,238	73,997	75,757	77,515	79,275	81,034	82,090	82,850
3	62,421	64,237	66,052	67,869	69,685	71,500	73,317	70,366	72,181	73,998	75,814	77,629	79,445	81,261	83,077	84,892	85,981	86,822
4	65,258	67,131	69,004	70,876	72,749	74,621	76,495	73,770	75,643	77,515	79,389	81,261	83,134	85,006	86,879	88,751	89,875	90,795
5	68,096	70,025	71,955	73,884	75,814	77,743	79,672	77,176	79,104	81,034	82,963	84,892	86,822	88,752	90,681	92,610	93,767	94,766
6	70,933	72,919	74,906	76,891	78,877	80,864	82,850	80,580	82,567	84,552	86,538	88,525	90,511	92,497	94,483	96,469	97,660	98,739
6A	72,352	74,366	76,381	78,395	80,409	82,425	84,439	82,282	84,297	86,311	88,326	90,341	92,355	94,369	96,384	98,398	99,607	100,725
7	73,770	75,814	77,856	79,899	81,941	83,985	86,028	83,985	86,028	88,070	90,114	92,156	94,199	96,242	98,285	100,328	101,553	102,711
7A	75,189	77,261	79,332	81,403	83,474	85,546	87,617	85,687	87,758	89,830	91,901	93,972	96,043	98,114	100,186	102,257	103,500	104,698
8	76,607	78,708	80,807	82,906	85,006	87,106	89,206	87,389	89,489	91,589	93,689	95,788	97,887	99,987	102,087	104,187	105,446	106,684
8A	78,026	80,155	82,282	84,410	86,538	88,666	90,795	89,092	91,220	93,348	95,476	97,604	99,732	101,859	103,988	106,116	107,393	108,670
9	79,445	81,602	83,758	85,914	88,070	90,226	92,384	90,795	92,951	95,107	97,263	99,420	101,576	103,732	105,889	108,045	109,340	110,655
9A	80,864	83,049	85,233	87,418	89,602	91,787	93,972	92,497	94,681	96,866	99,051	101,235	103,420	105,605	107,790	109,975	111,285	112,642
10	82,282	84,495	86,709	88,922	91,135	93,348	95,561	94,199	96,412	98,625	100,838	103,051	105,264	107,477	109,691	111,904	113,232	114,628
10A	83,701	85,942	88,184	90,425	92,667	94,908	97,150	95,902	98,143	100,385	102,626	104,867	107,109	109,351	111,592	113,834	115,179	116,614
11	85,119	87,389	89,659	91,929	94,199	96,469	98,739	97,604	99,874	102,144	104,414	106,684	108,954	111,224	113,493	115,763	117,126	118,600
11A	86,538	88,836	91,135	93,433	95,731	98,029	100,328	99,306	101,605	103,903	106,201	108,500	110,798	113,096	115,394	117,692	119,071	120,587
12	87,957	90,283	92,610	94,937	97,263	99,590	101,917	101,008	103,335	105,662	107,989	110,314	112,642	114,969	117,295	119,621	121,017	122,573
12A	89,376	91,730	94,085	96,440	98,796	101,151	103,506	102,711	105,066	107,421	109,776	112,131	114,486	116,841	119,196	121,550	122,964	124,559
13	90,795	93,177	95,561	97,944	100,328	102,711	105,095	104,414	106,796	109,180	111,563	113,947	116,330	118,713	121,096	123,480	124,910	126,544
13A		94,625	97,036	99,448	101,860	104,272	106,683	106,116	108,527	110,939	113,351	115,763	118,175	120,587	122,997	125,409	126,856	128,531
14		96,072	98,511	100,952	103,392	105,832	108,272	107,818	110,259	112,699	115,138	117,578	120,019	122,458	124,899	127,339	128,803	130,517
14A								109,521	111,990	114,457	116,926	119,394	121,863	124,331	126,800	129,269	130,750	132,530
15								111,223	113,720	116,217	118,714	121,210	123,707	126,204	128,701	131,198	132,696	134,489
16								112,892	115,425	117,960	120,495	123,028	125,563	128,096	130,631	133,166	134,687	136,507
17								114,585	117,158	119,729	122,302	124,873	127,446	130,017	132,591	135,164	136,708	138,553
18								116,304	118,915	121,526	124,138	126,747	129,358	131,968	134,581	137,192	138,758	140,632
Longevity		2,895	2,950	3,008	3,064	3,121	3,177	3,406	3,461	3,518	3,576	3,632	3,688	3,746	3,803	3,859	3,893	3,972

HHEA 2022-23 SALARY SCHEDULE

STEP	BA	4.1	4.2	4.3	4.4	4.5	4.6	MA	M.1	M.2	M.3	M.4	M.5	M.6	M.7	M.8	M.8+6	PHD
1	60,180	61,956	63,734	65,509	67,287	69,063	70,841	67,631	69,408	71,185	72,960	74,737	76,515	78,291	80,068	81,844	82,911	83,679
2	60,180	61,956	63,734	65,509	67,287	69,063	70,841	67,631	69,408	71,185	72,960	74,737	76,515	78,291	80,068	81,844	82,911	83,679
3	63,045	64,880	66,713	68,548	70,382	72,215	74,050	71,070	72,903	74,737	76,572	78,405	80,239	82,074	83,908	85,741	86,841	87,690
4	65,911	67,802	69,694	71,585	73,477	75,368	77,260	74,508	76,399	78,291	80,183	82,074	83,966	85,856	87,748	89,639	90,774	91,703
5	68,777	70,725	72,675	74,623	76,572	78,521	80,469	77,948	79,895	81,844	83,793	85,741	87,690	89,640	91,589	93,536	94,705	95,714
6	71,642	73,648	75,655	77,660	79,666	81,673	83,679	81,386	83,393	85,398	87,404	89,411	91,417	93,423	95,428	97,434	98,637	99,726
7	74,508	76,572	78,634	80,698	82,761	84,825	86,889	84,825	86,889	88,951	91,015	93,078	95,141	97,204	99,268	101,332	102,569	103,738
7A	75,941	78,034	80,125	82,217	84,309	86,402	88,494	86,544	88,637	90,729	92,821	94,912	97,004	99,096	101,188	103,281	104,535	105,745
8	77,374	79,495	81,615	83,735	85,856	87,978	90,098	88,263	90,384	92,506	94,626	96,746	98,866	100,987	103,108	105,229	106,500	107,751
8A	78,807	80,957	83,105	85,254	87,404	89,554	91,703	89,983	92,133	94,282	96,431	98,581	100,729	102,878	105,028	107,178	108,467	109,757
9	80,239	82,418	84,596	86,773	88,951	91,129	93,308	91,703	93,881	96,058	98,236	100,415	102,592	104,770	106,948	109,126	110,434	111,762
9A	81,672	83,879	86,086	88,293	90,498	92,705	94,912	93,422	95,628	97,835	100,042	102,248	104,455	106,661	108,868	111,075	112,399	113,768
10	83,105	85,340	87,577	89,812	92,047	94,281	96,517	95,141	97,376	99,612	101,847	104,082	106,317	108,552	110,788	113,023	114,364	115,774
10A	84,538	86,802	89,067	91,330	93,594	95,858	98,122	96,861	99,125	101,389	103,653	105,917	108,181	110,444	112,708	114,972	116,331	117,780
11	85,971	88,263	90,556	92,848	95,141	97,434	99,726	98,580	100,873	103,166	105,459	107,751	110,044	112,336	114,628	116,921	118,297	119,786
11A	87,404	89,725	92,046	94,368	96,689	99,010	101,332	100,300	102,621	104,943	107,264	109,585	111,907	114,228	116,548	118,870	120,263	121,793
12	88,836	91,186	93,536	95,887	98,236	100,586	102,937	102,020	104,369	106,719	109,069	111,418	113,769	116,119	118,468	120,818	122,228	123,799
12A	90,270	92,648	95,026	97,405	99,784	102,162	104,542	103,739	106,117	108,496	110,874	113,252	115,632	118,010	120,388	122,766	124,195	125,805
13	91,703	94,109	96,517	98,924	101,332	103,738	106,146	105,459	107,864	110,272	112,679	115,086	117,494	119,901	122,307	124,715	126,160	127,810
13A		95,571	98,007	100,443	102,879	105,314	107,751	107,178	109,613	112,050	114,485	116,921	119,357	121,792	124,227	126,664	128,126	129,816
14		97,033	99,496	101,961	104,426	106,890	109,355	108,896	111,362	113,827	116,290	118,755	121,219	123,683	126,147	128,613	130,092	131,822
14A								110,616	113,110	115,603	118,096	120,589	123,082	125,575	128,068	130,562	132,058	133,829
15								112,336	114,857	117,379	119,902	122,423	124,945	127,467	129,989	132,511	134,024	135,835
16								114,021	116,580	119,140	121,701	124,259	126,819	129,377	131,937	134,498	136,034	137,873
17								115,731	118,330	120,927	123,527	126,123	128,722	131,318	133,917	136,516	138,075	139,939
18								117,468	120,105	122,742	125,381	128,016	130,652	133,288	135,927	138,564	140,146	142,038
Longevity		2,924	2,979	3,037	3,094	3,152	3,209	3,440	3,495	3,552	3,612	3,668	3,726	3,784	3,842	3,898	3,932	4,013

HHEA 2023-24 SALARY SCHEDULE

STEP	BA	4.1	4.2	4.3	4.4	4.5	4.6	MA	M.1	M.2	M.3	M.4	M.5	M.6	M.7	M.8	M.8+6	PHD
1	63,990	65,853	67,713	69,576	71,437	73,298	75,160	72,135	73,996	75,858	77,720	79,581	81,442	83,305	85,166	87,027	88,144	89,005
2	63,990	65,853	67,713	69,576	71,437	73,298	75,160	72,135	73,996	75,858	77,720	79,581	81,442	83,305	85,166	87,027	88,144	89,005
3	63,990	65,853	67,713	69,576	71,437	73,298	75,160	72,135	73,996	75,858	77,720	79,581	81,442	83,305	85,166	87,027	88,144	89,005
4	66,899	68,818	70,739	72,658	74,579	76,497	78,418	75,625	77,545	79,464	81,385	83,305	85,224	87,143	89,064	90,983	92,134	93,078
5	69,808	71,785	73,764	75,742	77,720	79,698	81,675	79,116	81,093	83,071	85,049	87,027	89,005	90,984	92,962	94,938	96,124	97,149
6	72,716	74,752	76,789	78,824	80,860	82,898	84,934	82,606	84,643	86,678	88,714	90,751	92,787	94,823	96,858	98,894	100,115	101,221
7	75,625	77,720	79,813	81,908	84,002	86,097	88,191	86,097	88,191	90,285	92,380	94,473	96,567	98,662	100,756	102,851	104,107	105,293
8	78,534	80,687	82,838	84,991	87,143	89,297	91,449	89,587	91,739	93,892	96,045	98,196	100,349	102,501	104,654	106,807	108,097	109,367
8A	79,988	82,171	84,350	86,533	88,714	90,896	93,078	91,333	93,514	95,695	97,877	100,058	102,240	104,420	106,603	108,785	110,093	111,403
9	81,442	83,654	85,864	88,074	90,285	92,495	94,707	93,078	95,289	97,499	99,709	101,920	104,130	106,341	108,551	110,762	112,090	113,438
9A	82,897	85,137	87,376	89,616	91,855	94,095	96,335	94,823	97,062	99,302	101,542	103,780	106,021	108,260	110,500	112,740	114,084	115,474
10	84,351	86,620	88,889	91,158	93,427	95,695	97,964	96,567	98,836	101,105	103,374	105,642	107,911	110,179	112,449	114,718	116,079	117,510
10A	85,806	88,104	90,401	92,699	94,997	97,295	99,593	98,313	100,611	102,909	105,207	107,505	109,803	112,100	114,398	116,696	118,075	119,546
11	87,260	89,587	91,913	94,240	96,567	98,894	101,221	100,058	102,386	104,713	107,040	109,367	111,694	114,020	116,346	118,673	120,070	121,582
11A	88,714	91,070	93,426	95,783	98,138	100,494	102,851	101,804	104,160	106,516	108,873	111,228	113,585	115,940	118,295	120,651	122,065	123,619
12	90,168	92,553	94,938	97,325	99,709	102,094	104,480	103,549	105,933	108,318	110,705	113,089	115,475	117,860	120,244	122,629	124,060	125,655
12A	91,623	94,037	96,450	98,865	101,280	103,694	106,109	105,294	107,707	110,122	112,537	114,951	117,365	119,779	122,193	124,606	126,057	127,691
13	93,078	95,520	97,964	100,407	102,851	105,293	107,738	107,040	109,481	111,925	114,369	116,812	119,255	121,698	124,141	126,585	128,051	129,726
13A		97,004	99,476	101,949	104,421	106,893	109,366	108,785	111,257	113,729	116,201	118,674	121,146	123,618	126,090	128,563	130,047	131,763
14		98,488	100,988	103,490	105,991	108,493	110,994	110,529	113,032	115,533	118,033	120,535	123,036	125,537	128,038	130,541	132,042	133,799
14A								112,275	114,806	117,336	119,866	122,397	124,927	127,458	129,988	132,520	134,038	135,836
15								114,020	116,579	119,140	121,699	124,258	126,818	129,378	131,938	134,498	136,034	137,872
16								115,730	118,328	120,926	123,524	126,122	128,720	131,317	133,915	136,514	138,074	139,940
17								117,466	120,104	122,740	125,377	128,014	130,652	133,287	135,925	138,563	140,146	142,037
18								119,228	121,905	124,582	127,258	129,935	132,611	135,287	137,965	140,642	142,248	144,168
Longevity		2,968	3,024	3,083	3,140	3,200	3,256	3,491	3,547	3,606	3,666	3,723	3,782	3,841	3,900	3,957	3,992	4,073

APPENDIX B-2

Index Schedule

Step	B.A	4.1	4.2	4.3	4.4	4.5	4.6	MA	M.1	M.2	M.3	M.4	M.5	M.6	M.7	M.8	M.86	PHD
1	1.00	1.03	1.06	1.09	1.12	1.15	1.18	1.12	1.15	1.18	1.21	1.24	1.27	1.30	1.33	1.36	1.38	1.39
2	1.05	1.081	1.112	1.143	1.174	1.205	1.236	1.180	1.211	1.242	1.273	1.304	1.335	1.366	1.397	1.428	1.447	1.460
3	1.10	1.132	1.164	1.196	1.228	1.260	1.292	1.240	1.272	1.304	1.336	1.368	1.400	1.432	1.464	1.496	1.515	1.530
4	1.15	1.183	1.216	1.249	1.282	1.315	1.348	1.300	1.333	1.366	1.399	1.432	1.465	1.498	1.531	1.564	1.584	1.600
5	1.20	1.234	1.268	1.302	1.336	1.370	1.404	1.360	1.394	1.428	1.462	1.496	1.530	1.564	1.598	1.632	1.652	1.670
6	1.25	1.285	1.320	1.355	1.390	1.425	1.460	1.420	1.455	1.490	1.525	1.560	1.595	1.630	1.665	1.700	1.721	1.740
7	1.30	1.336	1.372	1.408	1.444	1.480	1.516	1.480	1.516	1.552	1.588	1.624	1.660	1.696	1.732	1.768	1.790	1.810
8	1.35	1.387	1.424	1.461	1.498	1.535	1.572	1.540	1.577	1.614	1.651	1.688	1.725	1.762	1.799	1.836	1.858	1.880
9	1.40	1.438	1.476	1.514	1.552	1.590	1.628	1.600	1.638	1.676	1.714	1.752	1.790	1.828	1.866	1.904	1.927	1.950
10	1.45	1.489	1.528	1.567	1.606	1.645	1.684	1.660	1.699	1.738	1.777	1.816	1.855	1.894	1.933	1.972	1.995	2.020
11	1.50	1.540	1.580	1.620	1.660	1.700	1.740	1.720	1.760	1.800	1.840	1.880	1.920	1.960	2.000	2.040	2.064	2.090
12	1.55	1.591	1.632	1.673	1.714	1.755	1.796	1.780	1.821	1.862	1.903	1.944	1.985	2.026	2.067	2.108	2.133	2.160
13	1.60	1.642	1.684	1.726	1.768	1.810	1.852	1.840	1.882	1.924	1.966	2.008	2.050	2.092	2.134	2.176	2.201	2.230
14	N/A	1.693	1.736	1.779	1.822	1.865	1.908	1.900	1.943	1.986	2.029	2.072	2.115	2.158	2.201	2.244	2.270	2.300
15	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1.960	2.004	2.048	2.092	2.136	2.180	2.224	2.268	2.312	2.338	2.370

APPENDIX B-3

Athletic Assignments

- I. Any reduced placement of an athletic assignment on the athletic salary scale will not be applied to the assignment while the incumbent coach as of 7/01/01 fills that position.
- II. A coach assigned a new sport will begin at step 1 on the athletic salary scale for that sport.
 - A. If a coach stays with the same sport, step placement on the athletic salary scale will be the step placement of the previous year plus one, up to step 13, except for those grandfathered on step 15.
 - B. In the event that a coach leaves a sport for more than five (5) years, the step placement on the athletic salary scale at the time of return to the sport will be step 1.
 - C. In the event that a coach leaves a sport five (5) years or less, the step placement on the athletic salary scale at the time of return to the sport will be as follows:
 - 1) If the coach was in the sport for half or more of the season during the year of departure, the step placement at the time of return will be the step placement at the time of departure plus one up to step 13, except those grandfathered on step 15.
 - 2) If the coach was in the sport for less than half of the season during the year of departure, the step placement at the time of return will be the same step placement at the time of departure.

FALL SPORT	%
Freshman Volleyball	6.5
JV Football Assistant	7.5
JV Boys Soccer	7
JV Fall Cheerleading	6.5
JV Field Hockey	7
JV Girls Soccer	7
JV Head Football	8.5
JV Volleyball	7
Modified Boys Soccer	6
Modified Cross Country	6
Modified Field Hockey	6
Modified Football	6.5
Modified Girls Soccer	6
Modified Volleyball	6
Varsity Cross Country Assistant	8
Varsity Football Assistant	9
Varsity Boys Soccer	9.5
Varsity Cross Country	9.5
Varsity Fall Cheerleading	8
Varsity Field Hockey	9.5
Varsity Football	11
Varsity Girls Soccer	9.5
Varsity Girls Tennis	8
Varsity Volleyball	9.5

WINTER SPORT	%
Freshman Boys Basketball	7
JV Boys Basketball	7.5
JV Girls Basketball	7.5
JV Winter Cheerleading	6.5
JV Wrestling	8
Modified Boys Basketball	6
Modified Girls Basketball	6
Modified Winter Track	6
Modified Winter Track	6
Modified Wrestling	6
Varsity Bowling	6
Varsity Boys Basketball	11
Varsity Girls Basketball	11
Varsity Ice Hockey	11
Varsity Ice Hockey Assistant .5	9
Varsity Ice Hockey Assistant .5	9
Varsity Skiing	9
Varsity Winter Cheerleading	8
Varsity Winter Track Assistant	8
Varsity Winter Track Boys	11
Varsity Winter Track Girls	11
Varsity Wrestling	11
Varsity Wrestling Assistant	9

Spring SPORT	%
Freshman Baseball	6.5
JV Baseball	7
JV Boys Lacrosse	7
JV Girls Lacrosse	7
JV Softball	7
Modified Baseball	6
Modified Boys Lacrosse	6
Modified Girls Lacrosse	6
Modified Softball	6
Modified Spring Track	6
Varsity Boys Lacrosse Assistant	8
Varsity Baseball	9.5
Varsity Boys Lacrosse	9.5
Varsity Boys Tennis	8
Varsity Girls Lacrosse	9.5
Varsity Girls Lacrosse Assistant	8
Varsity Golf	8
Varsity Softball	9.5
Varsity Spring Track Assistant	8
Varsity Spring Track Boys	9.5
Varsity Spring Track Girls	9.5

APPENDIX B-4

2021-2022 Coaching Salary Schedule

	13%	11%	10%	9.50%	9%	8.50%	8%	7.50%	7%	6.50%	6%	5.50%	5%	4%
1	7,488	6,336	5,760	5,472	5,184	4,895	4,608	4,320	4,032	3,744	3,456	3,168	2,880	2,304
2	7,862	6,653	6,048	5,746	5,443	5,141	4,838	4,536	4,234	3,931	3,629	3,326	3,024	2,419
3	8,237	6,970	6,336	6,020	5,702	5,385	5,069	4,752	4,435	4,119	3,802	3,485	3,168	2,534
4	8,611	7,286	6,624	6,292	5,962	5,631	5,299	4,968	4,637	4,306	3,974	3,643	3,312	2,649
5	8,986	7,603	6,911	6,566	6,221	5,875	5,530	5,184	4,838	4,492	4,147	3,802	3,456	2,764
6	9,360	7,919	7,200	6,840	6,480	6,120	5,760	5,399	5,040	4,680	4,320	3,960	3,600	2,880
7	9,734	8,237	7,488	7,113	6,739	6,365	5,990	5,616	5,242	4,867	4,492	4,119	3,744	2,996
8	10,109	8,574	7,776	7,387	6,998	6,609	6,221	5,832	5,443	5,054	4,665	4,276	3,887	3,111
9	10,483	8,870	8,064	7,661	7,258	6,854	6,451	6,048	5,645	5,242	4,838	4,435	4,032	3,226
10	10,858	9,187	8,352	7,935	7,516	7,099	6,681	6,264	5,846	5,429	5,012	4,593	4,176	3,341
11	11,232	9,504	8,640	8,208	7,776	7,344	6,911	6,480	6,048	5,616	5,184	4,752	4,320	3,456
12	11,606	9,820	8,927	8,482	8,036	7,589	7,143	6,696	6,250	5,803	5,357	4,911	4,464	3,571
13	11,981	10,137	9,216	8,755	8,294	7,834	7,373	6,911	6,451	5,990	5,530	5,069	4,608	3,687
	GRANDFATHERED STEPS													
14	12,355	10,455	9,504	9,028	8,554	8,078	7,603	7,128	6,653	6,177	5,702	5,227	4,752	3,802
15	12,729	10,771	9,792	9,302	8,812	8,323	7,834	7,344	6,854	6,365	5,875	5,385	4,895	3,917

2022-2023 Coaching Salary Schedule

	13%	11%	10%	9.50%	9%	8.50%	8%	7.50%	7%	6.50%	6%	5.50%	5%	4%
1	7,563	6,399	5,818	5,527	5,236	4,944	4,654	4,363	4,072	3,782	3,491	3,200	2,908	2,327
2	7,940	6,719	6,108	5,803	5,497	5,192	4,886	4,581	4,276	3,970	3,665	3,359	3,054	2,443
3	8,319	7,040	6,399	6,080	5,759	5,439	5,120	4,800	4,479	4,160	3,840	3,519	3,200	2,559
4	8,697	7,359	6,690	6,355	6,022	5,687	5,352	5,018	4,683	4,349	4,014	3,680	3,345	2,676
5	9,076	7,679	6,981	6,632	6,283	5,934	5,585	5,236	4,886	4,537	4,189	3,840	3,491	2,792
6	9,453	7,999	7,272	6,908	6,545	6,181	5,818	5,453	5,090	4,727	4,363	4,000	3,636	2,908
7	9,832	8,319	7,563	7,185	6,806	6,429	6,050	5,672	5,294	4,916	4,537	4,160	3,782	3,026
8	10,210	8,660	7,854	7,461	7,068	6,676	6,283	5,890	5,497	5,105	4,712	4,319	3,926	3,142
9	10,588	8,959	8,144	7,737	7,330	6,922	6,515	6,108	5,701	5,294	4,886	4,479	4,072	3,258
10	10,966	9,279	8,435	8,014	7,592	7,170	6,748	6,327	5,904	5,483	5,062	4,639	4,218	3,374
11	11,345	9,599	8,726	8,290	7,854	7,417	6,981	6,545	6,108	5,672	5,236	4,800	4,363	3,491
12	11,722	9,918	9,017	8,567	8,116	7,665	7,214	6,763	6,312	5,861	5,411	4,960	4,509	3,607
13	12,100	10,239	9,308	8,842	8,377	7,912	7,447	6,981	6,515	6,050	5,585	5,120	4,654	3,723
	GRANDFATHERED STEPS													
14	12,479	10,559	9,599	9,119	8,639	8,159	7,679	7,199	6,719	6,239	5,759	5,279	4,800	3,840
15	12,856	10,878	9,890	9,395	8,900	8,407	7,912	7,417	6,922	6,429	5,934	5,439	4,944	3,956

2023-2024 Coaching Salary Schedule

	13%	11%	10%	9.50%	9%	8.50%	8%	7.5%	7%	6.50%	6%	5.50%	5%	4%
1	7,676	6,495	5,905	5,610	5,315	5,019	4,724	4,428	4,133	3,838	3,543	3,248	2,952	2,362
2	8,060	6,820	6,200	5,890	5,580	5,270	4,960	4,650	4,340	4,030	3,720	3,410	3,100	2,480
3	8,444	7,145	6,495	6,171	5,846	5,521	5,197	4,872	4,546	4,222	3,897	3,572	3,248	2,598
4	8,828	7,469	6,790	6,451	6,112	5,772	5,433	5,093	4,754	4,414	4,074	3,735	3,395	2,716
5	9,212	7,795	7,085	6,731	6,377	6,023	5,669	5,315	4,960	4,605	4,251	3,897	3,543	2,834
6	9,595	8,119	7,381	7,012	6,643	6,273	5,905	5,535	5,167	4,798	4,428	4,060	3,690	2,952
7	9,979	8,444	7,676	7,292	6,908	6,525	6,141	5,757	5,374	4,990	4,605	4,222	3,838	3,071
8	10,363	8,790	7,972	7,573	7,174	6,776	6,377	5,978	5,580	5,181	4,783	4,384	3,985	3,189
9	10,746	9,093	8,267	7,854	7,440	7,026	6,613	6,200	5,787	5,374	4,960	4,546	4,133	3,307
10	11,131	9,418	8,562	8,134	7,705	7,278	6,849	6,422	5,993	5,565	5,138	4,709	4,281	3,425
11	11,515	9,743	8,857	8,415	7,992	7,528	7,085	6,643	6,200	5,757	5,315	4,872	4,428	3,543
12	11,898	10,067	9,152	8,695	8,238	7,780	7,322	6,865	6,407	5,949	5,492	5,034	4,576	3,661
13	12,282	10,392	9,448	8,975	8,503	8,031	7,558	7,085	6,613	6,141	5,669	5,197	4,724	3,779
14	12,666	10,717	9,743	9,255	8,769	8,281	7,795	7,307	6,820	6,333	5,846	5,358	4,872	3,897
15	13,049	11,042	10,038	9,536	9,034	8,533	8,031	7,528	7,026	6,525	6,023	5,521	5,019	4,015

APPENDIX B-5

Co-Curricular Assignments

1. Any reduced placement of a co-curricular assignment on the co-curricular salary scale will not be applied to the assignment while the incumbent advisor as of 7/01/01 fills that position.
2. Based on the Co-Curricular Salary Schedule, there will be a stipend of 2.5 units per elementary co-curricular event for those District approved, initiated, and/or sponsored activities taking place after the regular teacher day, the nature of which are a logical extension of the regular instructional program. These elementary co-curricular activities would include, but not limited to, such events as concerts/performances of the elementary instrumental program, the vocal music program, and the physical educational program (i.e. gymnastics).
3. Compensation for a preapproved musical accompanist outside the teacher's scheduled workday will be prorated at one (1) unit per co-curricular event based on the % Unites column of Step 1 of the co-curricular salary schedule.

ELEMENTARY ACTIVITY	UNITS
Science Fair Coordinator	15

BMMS ACTIVITY	UNITS
Activity Club Treasurer	20
Art	15
Career Day Coordinator	\$2500
Chorus	10
Computer	10
Contemporary Orchestra	15
Digital Video	20
Drama	20
Fitness	15
Games	10
Garden	25
International	15
Intramural Activities	Varies
Investment	10
Jazz Band	15
Music Band	15
Musical Production	20
National Junior Honor Society	20
Orchestra	15
Partners Program	20
Rising Star	15
Robotics and Engineering	20
School Store	20
Select Choir	15
Serious Ink	15
Student Organization	40
Yearbook	25

HHHS ACTIVITY	UNITS
Activities Coordinator (Student Government)	50
Activity Treasurer	40
Advisor – Freshman Class	35
Advisor – Junior Class	35
Advisor – Senior Class	35
Advisor – Sophomore Class	35
Art Honors Society	20
Baking	20
Band of Ambitious Musicians	15
Bookstore	40
Chamber Winds	25
Chess	25
Community Chorus	50
Digital Editing and Film	50
Drama	50
Drama Set Design	50
FBLA	25
Gay Straight Alliance	20
Girls Up	25
Green Team	20
Habitat for Humanity	20
Hispanic Honor Society	20
HOSA	20
Instrumental Music	50
Instrumental Winds	50
Literary Magazine	20
Math Honor Society	30
Mathletes	25
Mountain Biking	15
National Honor Society	30
Newspaper	30
Science	30
SEED	50
Speech & Debate Assistant	40
STAR	15
Stars and Stripes	15
Stockbrokers'	30
Tri-M	25
Varsity	25
World Language	25
Yearbook	55

APPENDIX B-6

2021-2022 Co-Curricular Salary Schedule

	55	50	45	40	35	30	25	20	15	10	5
Step	Units	Units	Units	Units	Units	Units	Units	Units	Units	Units	Units
1	5,809	5,411	4,753	4,226	3,698	3,165	2,640	2,111	1,584	1,056	534
2	6,099	5,681	4,990	4,437	3,882	3,324	2,771	2,216	1,662	1,109	561
3	6,390	5,952	5,228	4,648	4,067	3,482	2,904	2,322	1,742	1,163	587
4	6,680	6,223	5,465	4,859	4,252	3,641	3,036	2,427	1,821	1,215	614
5	6,971	6,493	5,703	5,070	4,437	3,799	3,167	2,533	1,900	1,268	640
6	7,261	6,764	5,941	5,282	4,622	3,957	3,300	2,638	1,980	1,320	668
7	7,552	7,034	6,178	5,493	4,807	4,116	3,432	2,743	2,058	1,374	694
8	7,842	7,304	6,416	5,704	4,991	4,273	3,563	2,849	2,137	1,426	721
9	8,133	7,575	6,654	5,916	5,176	4,432	3,696	2,954	2,217	1,479	747
10	8,423	7,846	6,891	6,127	5,361	4,590	3,828	3,060	2,296	1,532	774
11	8,713	8,116	7,129	6,339	5,546	4,749	3,960	3,165	2,376	1,585	801
12	9,004	8,387	7,367	6,550	5,731	4,907	4,092	3,271	2,454	1,637	827
13	9,294	8,658	7,604	6,761	5,916	5,065	4,224	3,376	2,533	1,690	854

The first step of this schedule shall increase by the negotiated salary increase. The remaining steps will increase by the index in the second column.

2022-2023 Co-Curricular Salary Schedule

	55	50	45	40	35	30	25	20	15	10	5
Step	Units	Units	Units	Units	Units	Units	Units	Units	Units	Units	Units
1	5,867	5,465	4,801	4,268	3,735	3,197	2,667	2,132	1,600	1,067	540
2	6,160	5,738	5,040	4,481	3,921	3,357	2,799	2,238	1,679	1,120	566
3	6,454	6,011	5,280	4,695	4,108	3,517	2,933	2,345	1,760	1,174	593
4	6,747	6,285	5,520	4,908	4,295	3,677	3,066	2,451	1,839	1,227	620
5	7,041	6,558	5,761	5,121	4,481	3,837	3,199	2,558	1,919	1,280	647
6	7,333	6,832	6,000	5,335	4,668	3,997	3,333	2,665	1,999	1,333	674
7	7,627	7,104	6,240	5,548	4,855	4,157	3,466	2,771	2,079	1,387	701
8	7,920	7,377	6,480	5,762	5,041	4,316	3,599	2,878	2,159	1,440	728
9	8,214	7,651	6,720	5,975	5,228	4,476	3,733	2,984	2,239	1,493	755
10	8,508	7,924	6,960	6,188	5,415	4,636	3,866	3,091	2,319	1,547	781
11	8,800	8,198	7,200	6,402	5,601	4,797	4,000	3,197	2,399	1,601	809
12	9,094	8,471	7,441	6,615	5,788	4,956	4,132	3,304	2,479	1,654	835
13	9,387	8,744	7,680	6,829	5,975	5,116	4,266	3,410	2,558	1,707	863

2023-2024 Co-Curricular Salary Schedule

	55	50	45	40	35	30	25	20	15	10	5
Step	Units	Units	Units	Units	Units	Units	Units	Units	Units	Units	Units
1	5,955	5,547	4,873	4,332	3,791	3,245	2,707	2,164	1,624	1,083	548
2	6,253	5,824	5,116	4,549	3,980	3,408	2,841	2,272	1,704	1,137	575
3	6,551	6,102	5,359	4,765	4,170	3,570	2,977	2,380	1,786	1,192	602
4	6,848	6,379	5,603	4,981	4,359	3,733	3,112	2,488	1,867	1,246	630
5	7,146	6,657	5,847	5,198	4,549	3,894	3,247	2,597	1,948	1,299	656
6	7,444	6,934	6,090	5,415	4,738	4,057	3,383	2,704	2,029	1,353	684
7	7,742	7,211	6,334	5,632	4,927	4,219	3,518	2,812	2,110	1,408	711
8	8,039	7,488	6,577	5,848	5,117	4,381	3,653	2,921	2,191	1,462	739
9	8,337	7,766	6,821	6,064	5,306	4,543	3,789	3,029	2,273	1,516	766
10	8,635	8,043	7,065	6,281	5,496	4,706	3,924	3,137	2,353	1,571	793
11	8,932	8,320	7,308	6,498	5,685	4,868	4,060	3,245	2,435	1,625	821
12	9,231	8,598	7,552	6,715	5,875	5,030	4,194	3,354	2,516	1,678	848
13	9,528	8,875	7,796	6,931	6,064	5,193	4,330	3,461	2,597	1,732	876

APPENDIX C

HENDRICK HUDSON SCHOOL DISTRICT

1995-1996

Early Retirement Incentive

ELIGIBILITY:

15 or more years of active service in the Hendrick Hudson School District

Eligible to retire under T.R.S. effective June 30, 1996

Become eligible to retire from July 1, 1996 through June 30, 2000

TERMS OF RETIREMENT INCENTIVE:

Those bargaining unit members who are eligible to retire on June 30, 1996 must submit to the Superintendent of Schools an irrevocable letter of retirement no later than 4/15/96.

Those bargaining unit members who will become eligible to retire during the 1996-97 or 1997-98 school year must submit to the Superintendent of Schools an irrevocable letter of retirement no later than 4/15/96.

Those bargaining unit members who will become eligible to retire during the 1998-99 or 1999-2000 school year must submit to the Superintendent of Schools an irrevocable letter of intent to retire no later than 6/30/97.

A letter of resignation can only be rescinded by the action of the Board of Education after being petitioned by the individual.

Minimum of 14 members or more must submit a letter of intent by April 15, 1996.

BENEFITS:

35 or more years of active service in HHSD – 33.3% of final year’s base salary and longevity pay plus \$5,000.

24 to 34 years of active service in HHSD – 33.3% of final year’s base salary and longevity pay plus \$2,500.

15 to 23 years of active service to HHSD – 33.3% of final year’s base salary and longevity pay.

Payment of benefits will be made on a warrant check and reported on a 1099. One half of the payment will be made in January of the year following retirement and one half paid in the January of the following year.

Health insurance premiums will be paid in full throughout the employee’s retirement.

APPENDIX D

EDUCATIONAL LEADERSHIP

It is mutually recognized that in the District, clearly defined systems must be established which serve to coordinate the efforts and talents of the certified staff in support of District goals. Additionally, a model needs to be established which clearly delineates protocols for the functioning of an administrative infrastructure, i.e., those formalities, conventions and routines which contribute to the orderly function of a school. Based upon sound principles of democratic leadership, bargaining unit members are afforded opportunities to participate in leadership roles within the District which help to facilitate an efficient and effective school system. Teachers may assume the role(s) of **educational leadership** which supports district priorities to improve student performance, and/or **managerial leadership** which supports the instructional program's infrastructure. Recognizing that each instructional level (elementary, middle school, and high school) has unique organizational patterns and needs, the leadership position at each level may include either or both of these roles.

I. High School Department Leader (DL)

A member of the bargaining unit who is a full time teacher in the respective discipline and assumes the position of department leader in addition to his/her full time teaching assignment. All department leaders will work in accordance with district, building and department priorities to improve student performance and to support the high school's infrastructure. The department leader position at the high school, therefore, shall be structured to include both the **educational leadership role (Part A)** and the **managerial leadership role (Part B)** as defined below, and shall be compensated accordingly.

II. Middle School Department Leader (DL)

A member of the bargaining unit who is a full time teacher in the respective discipline and assumes the position of department leader in addition to his/her full time teaching assignment. All department leaders will work in accordance with district, building and department priorities to improve student performance. Because of the unique organizational structure of the "teams-of-teachers" approach at the middle school, managerial leadership in support of the infrastructure is currently provided through designated team leaders. The department leader position at the middle school, therefore, shall only be responsible for fulfilling the **educational leadership role (Part A)** within the department, and shall be compensated according to the stipend assigned to that singular role. This does not preclude a bargaining unit member from assuming the role of both team leader and department leader.

III. Elementary Grade Level Leader (GLL)

A member of the bargaining unit who is a full time teacher on the respective grade level and assumes the position of grade level leader in addition to his/her full time teaching assignment. All grade level leaders will work in accordance with district, elementary and grade level priorities to improve student performance. The position of grade level leader shall be responsible for fulfilling the **educational leadership role (Part A)** as defined below, and shall be compensated according to the stipend assigned to that singular role.

Part A. (Educational Leadership)

Responsibilities include:

1. Managing monthly department/grade level meetings being responsible for establishing necessary roles for each meeting, i.e., facilitator, note taker.
2. Expediting the sharing of developments, resources and strategies from a variety of sources, including SED, among staff and/or other resource personnel.
3. Distributing, reviewing and discussing current research which is relevant to the instructional program.
4. Implementing any other appropriate activities initiated by the teachers in the group, the IMC or the principal (or, in the case of GLL, the Executive Director of Curriculum and Instruction).
5. Providing information to the building principal(s) which describes the progress and functioning of the department/grade level, as appropriate, and is consistent with Article II, S3, lines 8-10 of the July 1, 2008 – June 30, 2011 contract.
6. Establishing objectives in concert with constituency teachers that will complement district and/or respective level (HS, MS, Elem.) efforts to improve student performance.
7. Assisting in the communication and development of instructional matters that affect budget.
8. Representing the department/grade level at monthly meetings with the Principal, (or in the case of GLLs, with appropriate administrators).
9. If selected by the other leaders at the respective level, must be willing to serve as an additional level representative on the IMC for a period of one year.
10. Middle school and high school department leaders accept the responsibility to maintain timely 6-12 articulation as circumstances may require. The fifth grade level leader and the middle school department leaders accept the responsibility for ongoing articulation with sixth grade staff as circumstances may require.

Part B. (Managerial Leadership)

Responsibilities Include:

1. Ensuring that summary notes of each meeting are forwarded to the Executive Director or Curriculum and Instruction, principal, and assistant principal.
2. Advising the guidance department to ensure that students are placed in classes that: (1) are most beneficial to them, (2) will meet both state and local requirements, and (3) to the greatest extent balances student load.
3. Distributing within the department appropriate information regarding the needs of classified students.
4. Orienting new teachers and substitutes by explaining policies and practices of the department.
5. Serving as a liaison between administration and teachers representing each group to the other in matters of curriculum, methodology and overall teaching conditions.
6. Collecting and submitting all departmental examinations to the principal in accordance with administrative timelines.
7. As a member of the principal's cabinet and in an advisory capacity, participating in the following: honors screening, student awards, testing schedules, utilization of shared facilities/space, computer implementation.
8. Developing with the teachers a proposed department budget, sharing that budget with the principal, communicating any revisions back to the department, and coordinating and facilitating the requisition and distribution of materials.
9. Maintaining an accurate inventory of all department supplies, textbooks, equipment, and software.

Part A (Nursing Leadership) Responsibilities Include:

1. Managing monthly school nurse meetings, being responsible for establishing necessary roles for each meeting, i.e., facilitator, note-taker.
2. Expediting the sharing of developments, resources and strategies from a variety of sources, including SED and DOH (Department of Health), among staff and/or other resources personnel.
3. Distributing, reviewing and discussing current communications relevant to the health office.
4. Implementing any other appropriate activities initiated by the nurses, the principal or the Executive Director of Pupil Personnel Services. Providing information to the building principals and/or the Executive Director of Pupil Personnel Services which describes the progress and functioning of the nurses, as appropriate, and is consistent with Article II, Section 1, S3, lines 8-10 of the July 1, 2008 – June 30, 2011 contract.
5. Assisting in the communication and development of the plan for nursing services.
6. Representing the school nurses at the most appropriate monthly grade level/department leaders' meetings.
7. Accepting the responsibility to maintain timely articulation between the Executive Director of Pupil Personnel Services and K-12 nurses.

Part B (Managerial Leadership) Responsibilities Include:

1. Ensuring that summary notes of each meeting are forwarded to the Executive Director of Pupil Personnel Services and the nurses.
2. Coordinating with the Office of Pupil Personnel Service to ensure the appropriate identification of program needs of medically fragile children prior to their entrance into the building.
3. Coordinating the distribution of students' IHPs within the department as the student moves from one building to another building.
4. Providing appropriate support/advice if the building nurse is unavailable for consultation.
5. Advising on the most appropriate scheduling of additional nursing staff employed by the District. This may include the float RN, one-on-one RNs, LPNs, or health aides.
6. Orienting new nurses, nurse substitutes, and other health care personnel as hired by the District by explaining policies and practices of the department.
7. Serving as liaison to the school physician.
8. Serving as liaison between the Executive Director of Pupil Personnel Services and nurses in matter related to school health services which include, but are not limited to, reporting recommended changes and updates to the District Health Manual.
9. Distributing, collecting and tallying District-wide immunization surveys.

Qualifications/Term

1. Any full time teacher may apply who is or has been tenured in the District with a minimum of two years of District experience in the discipline/grade level.
2. The term of service will be three years.
3. If in response to unusual circumstances, a bargaining unit member applies and is accepted to serve for the balance of a term, the following formula shall be applied in calculating the remaining annual service:
 - Less than ½ the number of school days remaining in the year = zero (0) years of service
 - ½ or greater number of school days remaining in the year = one (1) year of service.
4. Absence of Educational Leader beyond 30 days.

Selection Process

1. Prior to the end of each department/grade level leader's term, the appropriate administrator(s) shall meet with the members of the department/grade level to explain the responsibilities of the position, including the annual calendar of meetings requiring the presence of the leader.
2. Bargaining unit members who choose to be candidates shall submit their names to the designated administrator by a reasonable and given date.
3. Beginning with bargaining unit members who have served as educational leaders under the Educational Leadership Memorandum of Agreement signed on 4/22/98, a bargaining unit member may not submit his/her name as a candidate for two consecutive terms immediately following his/her full term of service if any other member of the department has declared himself/herself as a candidate to the designated administrator by the given

date.

4. Each candidate shall be interviewed for the position by the designated administrator(s).
5. The designated administrator(s) shall choose the department/grade level leader from the declared candidates. The administrator(s) may choose to inform those who are not chosen as to the reason(s) why they were not chosen.
6. If there is only one candidate for the position, and it is decided by the designated administrator(s) after the interview that this bargaining unit member does not meet the requirements, the administrator(s) shall inform this person of the reason(s).
7. If there is only a single candidate for a position and it is decided by the designated administrator(s) that this bargaining unit member does not meet the requirements, or if there are no applications for a position, the administrator(s) shall again request candidates for the position.
8. If after this second request there are no applications for the position, a bargaining unit member who has held this position as per number 3 above may apply.

Evaluation

1. The Association and the Board recognize the need for and the value of evaluations as a means of assessing and improving the professional performance of department/grade level leaders. All evaluation procedures will be constructive and practical in nature.
2. All department/grade level leaders will be evaluated at least once annually using an evaluation form to be developed by a committee composed of administrators and department/grade level leaders and negotiated by the District and the Association. Under no circumstances shall student performance on any test(s) be used as a criterion for evaluation. The evaluation of the department/grade level leader position shall be separate and distinct from the bargaining unit member's regular evaluation.
3. Evaluators will use the evaluation form as a guideline in writing observations and the evaluation report. The evaluator need not comment on every item in the evaluation form. The evaluation is a comprehensive assessment of the department/grade level leader's overall performance during the year. The observation is an assessment of a segment of the department/grade level leader's performance.
4. The evaluator will conduct observations of the work performance of the department/grade level leader openly and with his/her full knowledge. If requested by either party, pre-and post-observation conferences will be granted. Additionally, the District shall have the right to conduct informal observations at any time, and post observation conferences will be granted if requested by either party. The number of observers in the room at any time will be limited to one.
5. The evaluator will confer with the department/grade level leader when substantial evidence from any source forms the basis for a statement in the evaluation which raises concerns about the professional performance of the department/grade level leader. If the department/grade level leader wishes, the results of this conference will be given to him/her in writing.
6. The evaluator will provide definitive, positive assistance to help the department/grade level leader where an area in need of improvement has been identified. The department/grade level leader will provide active, positive cooperation to the evaluator.
7. If this evaluation or any other evaluation regardless of type of report becomes part of the department/grade level leader's personnel file (that is, if it is not used for notes and then destroyed) the department/grade level leader will receive a copy.
8. Evaluations will be distributed by June 1. The department/grade level leader will sign the evaluation report to acknowledge receipt and attach comments, if any, no later than June 10. The department/grade level leader may request a conference to discuss the evaluation. Evaluations distributed before June 1 will be signed by the department/grade level leader within ten calendar days.
9. If a department/grade level leader disagrees with the evaluation report by the administration, he/she may follow the grievance procedure, meeting first with the administrator.
10. If two or more consecutive evaluations prove to be unsatisfactory, the administrator may declare the department/grade level leader position open and request other candidates from the department/grade to apply for the position.

Organization and Identification of Rules:

Kindergarten	Grade Level Leader	Part A
Grade 1	Grade Level Leader	Part A
Grade 2	Grade Level Leader	Part A
Grade 3	Grade Level Leader	Part A
Grade 4	Grade Level Leader	Part A
Grade 5	Grade Level Leader	Part A
6-8 English	Department Leader	Part A
6-8 LOTE	Department Leader	Part A
6-8 Mathematics	Department Leader	Part A
6-8 Science	Department Leader	Part A
6-8 Social Studies	Department Leader	Part A
9-12 English	Department Leader	Part A & B
9-12 Guidance	Department Leader	Part A & B
9-12 LOTE	Department Leader	Part A & B
9-12 Mathematics	Department Leader	Part A & B
9-12 Science	Department Leader	Part A & B
9-12 Social Studies	Department Leader	Part A & B
9-12 Special Education	Department Leader	Part A & B
9-12 TAM (<u>T</u> echnology, <u>A</u> rt, <u>M</u> usic)	Department Leader	Part B
6-12 Tech/Occ. Ed.	Department Leader	Part A
K-5 Special Education	Department Leader	Part A
K-12 Art	Department Leader	Part A
K-12 Music	Department Leader	Part A
K-12 Library	Department Leader	Part A
K-12 Reading	Department Leader	Part A
K-12 Related Services	Department Leader	Part A
K-12 Mental Health	Department Leader	Part A
K-12 ENL	Department Leader	Part A
K-8 Physical Education	Department Leader	Part A
9-12 Physical Education	Department Leader	Part B
K-12 Nurse	Coordinator	A & B
	The nurse coordinators shall not be required to supervise and/or evaluate RN's, LPN's or Health Aides	

Miscellaneous:

1. Department Leaders charged with Part B responsibilities under this model shall have a class load of 5 classes per day and shall be exempt from any and all supervisory duties.
2. Building administrators are “ex officio” members of respective department/grade level groups, as appropriate.

Compensation:

The salary for department/grade level leaders will be as follows:

Part A or B
\$2,981

Parts A & B
\$5,964

Leadership Training:

If requested by the department/grade level leaders, the District shall provide the opportunity to participate in leadership training.

Alternative Academy Agreement

The Alternative Academy Coordinator will receive a salary equivalent to Schedule A and B of the Educational Leadership Model (Appendix D). The qualifications, selection process, and evaluation will follow the Educational Leadership Model, where applicable. The Alternative Academy Coordinator will work with Administration to do the following:

1. Coordinate Academy in-school events and field trips.
2. Manage Academy weekly staff meetings, ensuring that an agenda is set and minutes are taken.
3. Coordinate Academy student candidacy: interview potential new students and review whether or not current Academy students should remain in the program.
4. Monitor student progress, including grades, attendance and behavior.
5. Guide the process of the Judicial Committee and referrals to assistant principal.
6. Work with administration on specific financial needs of the Academy.
7. Maintain public relations of Academy, primarily the Academy website and calendar.
8. Manage student community service activities in conjunction with Guidance staff.
9. Communicate with parents on behalf of the Academy staff.
10. Oversee the Academy handbooks, including distribution and revision.

APPENDIX E

YOUR RIGHTS UNDER THE

Family and Medical Leave Act of 1993

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for certain family and medical reasons. Employees are eligible if they have worked for at least one year, and for 1,250 hours over the previous 12 months, and if there are at least 50 employees within 75 miles.

REASONS FOR TAKING LEAVE: Unpaid leave must be granted for any of the following reasons:

- to care for the employee's child after birth, or placement for adoption or foster care;
- to care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
- for a serious health condition that makes the employee unable to perform the employee's job.

At the employee's or employer's option, certain kinds of paid leave may be substituted for unpaid leave.

ADVANCE NOTICE AND MEDICAL CERTIFICATION: The employee may be required to provide advance leave notice and medical certification. Taking of leave may be denied if requirements are not met.

- The employee ordinarily must provide 30 days' advance notice when the leave is "foreseeable."
- An employer may require medical certification to support a request for leave because of a serious health condition, and may require a second or third opinion (at the employer's expense) and a fitness for duty report to return to work.

JOB BENEFITS AND PROTECTION:

- For the duration of FMLA leave, the employer must maintain the employee's health coverage under any "group health plan."
- Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefit, and other employment terms.
- The use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

UNLAWFUL ACTS BY EMPLOYERS: FMLA makes it unlawful for any employer to:

- interfere with, restrain, or deny the exercise of any right provided under FMLA;
- discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

ENFORCEMENT:

- The U.S. Department of Labor is authorized to investigate and resolve complaints of violations.
- An eligible employee may bring a civil action against an employer for violations.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

FOR ADDITIONAL INFORMATION: You may contact your HHEA building representative or Executive Director of Educational Support Services at the District Office.

APPENDIX F

TEACHER-IN-CHARGE

Definition: *“Teacher-in-Charge” shall mean any individual from the certified staff who has been requested by the building principal to act in his/her stead during those periods of short-term administrative absence.*

BE IT KNOWN THAT:

- 1. by their signatures affixed below, all parties affirm that

has voluntarily accepted the position of, “Teacher-in Charge” for the school building indicated, and that:

- 2. while acting in the capacity of “Teacher-in-Charge”, the above named individual has the delegated authority to exercise professional judgement when called upon in response to those situations or an emergency or otherwise unforeseen nature as may arise, and that:
- 3. while acting in the capacity of “Teacher-in-Charge”, the Board of Education shall provide the above named individual with all the protections from liability accorded the building principal and which may arise from actions taken while acting in the capacity of “Teacher-in-Charge.”

(Teacher-in-Charge)

(Superintendent of Schools)

Date

Date

(Principal)

(President, Board of Education)

Date

Date

_____ Buchanan-Verplank Elementary School

_____ Frank G. Lindsey Elementary School

_____ Furnace Woods Elementary School

_____ Blue Mountain Middle School

_____ Hendrick Hudson High School

APPENDIX G

COMMITTEES

CLASS SIZE AND COMPOSITION COMMITTEE

1. A committee will be established by October 31, 2001 to explore the effects of mainstreaming, inclusion, and class size on instruction. This committee will be composed of District administrators, one member of the Board of Education and a maximum of 15 bargaining unit members to be appointed by the President of the Hendrick Hudson Education Association from regular education, special education, music, art, libraries, and physical education. This committee will present the results of its exploration and any recommendations to the staff, administration, and Board of Education. Recommendations that are made by the committee and accepted by the Superintendent and Board of Education will result in the construction of a District handbook of guidelines for mainstreaming, inclusion, and class size. The contents of the District handbook shall be subject to Article IV, Section H. of the Collective Bargaining Agreement between Hendrick Hudson School District Montrose, NY and Hendrick Hudson Education Association. The contents of this handbook shall be reviewed by the Association and District negotiating teams before publication and whenever changes are needed to determine if any items are contractual and subject to negotiation.

COMMITTEE ON COMPENSATION FOR COACHING

2. A committee of Association representatives, appointed by the President of the Association, and District administrators will be established during the 2000-2001 school year to determine the relationship between the job description and placement on the athletic salary schedule. This committee will be composed of up to three (3) District administrators, one (1) member of the Association negotiating team and four (4) Association bargaining unit members representing high school and middle school boys and girls teams. This committee will present the results and any recommendations to the staff and administration. It is recognized that one or more recommendations may have to be negotiated.

COMMITTEE ON COMPENSATION FOR CO-CURRICULAR ACTIVITIES

3. A committee of Association representatives, appointed by the President of the Association, and District administrators will be established during the 2000-2001 school year to determine the relationship between the job description and placement on the co-curricular salary schedule. This committee will be composed of three (3) District administrators, one (1) representative of the Association negotiating team and four (4) Association bargaining unit members representing co-curricular activities at the high school and middle school. This committee will present the results and any recommendations to the staff and administration. It is recognized the one or more recommendations may have to be negotiated.

COMMITTEE FOR ANNUAL PROFESSIONAL PERFORMANCE REVIEW

4. A committee of Association representatives, appointed by the President of the Association, and an equal number of representatives appointed by the Superintendent of Schools will be established to evaluate the District evaluation instrument. Based upon the process set forth in the District Annual Professional Performance Review (APPR) Plan, the committee shall make a non-binding recommendation to the Association and the District by February 1, 2010.

COMMITTEE FOR ENRICHMENT COURSES AT BMMS

5. A committee composed of the District administrators and Association bargaining unit representatives will be established to explore the introduction of enrichment courses at BMMS during the school day. The committee will consider any and all options that do not impact lunch or teacher planning time. The committee shall make a non-binding recommendation to the District and the Association.

Appendix H

NINETEEN HHEA PROFESSIONAL HOURS

The remaining nineteen (19) mandatory District/Association professional hours will be fulfilled from the following professional activities which shall be chosen voluntarily.

1. After school student help
2. Participation in a District group the meets during the contractual day or outside of the contractual day. These include but are not limited to the following:

Instructional Management Committee (IMC), Site-Based Team (SBT), PTO representative(s), District-task forces, District or building-approved focus groups, District-or building-approved activity groups, Curriculum Review Committee (CRC), Communications Committee, SEED, committees involved in interviewing candidates, Safety Committee, Computer Implementation Committee, Committee for Respect and Tolerance, Professional Development Committee, Strategic Plan committee, and grade-level groups not mentioned below
3. Preparing and sharing of best practices or projects with a group
4. Attending workshops, in-service courses, or conferences during or after the contractual day
5. Developing a plan to integrate technology into any part of the instruction
6. Creating new instructional materials or strategies or tailoring existing strategies to meet the learning needs of the students
7. Cognitive coaching not used as a part of the APPR
8. Working collaboratively with others to develop interdisciplinary trips, lessons, or units of study
9. Developing grade level or discipline level trips
10. Reporting on and evaluating professional literature
11. Preparing for National Board Certification after payment of application fee
12. Preparing and presenting a topic at a Board of Education meeting
13. Developing, presenting, evaluating and/or revising overall review materials for state assessments
14. Conferring with students' previous grade-level and/or special area teachers to discuss progress, problems, concerns, materials
15. Formally evaluating software, texts and other materials
16. Developing, evaluating, revising, and/or analyzing the results of midterm or other examinations or other district-specified instruments used to identify students in need of AIS or used to meet the criteria for ending AIS
17. Developing and/or revising curriculum based on state mandates
18. Meeting with other grade level teachers in each elementary building to discuss student progress. Possible topics: reading and math group placement, review and evaluation of textbooks and other instructional materials, creation of special curricula

to meet specific needs

19. Developing, presenting, evaluating, and/or revising materials for an extended school program
20. Attending building level grade level, department level or activity-directed meetings beyond the contractual day or contractual mandated time
21. Acting as a consultant at PTO meetings for a specific topic of interest
22. Training of teaching assistants, aides and monitors for work in the classroom with children
23. Preparing and providing workshops and presentations for parents
24. Evaluating state test results
25. Writing grants that benefit the District's children or programs
26. Coordinating IST at the elementary level
27. Voluntary participation in local/regional scoring beyond the seven-hour school day
28. Working with a student teacher/observer
29. Preparing and communicating information to the District gathered from participation in a professional organization
30. Publishing materials and/or completing projects that support District goals
31. Classroom preparation for the beginning of the school year (maximum of four (4) hours)
32. Maintaining equipment used for instruction
33. Parent conferences outside the seven-hour day
34. Setting up assessments beyond the seven-hour school day
35. Developing and updating District vehicles of communication (i.e. websites, newsletters, publicity)
36. Accomplishing District-requested tasks beyond the ordinary (i.e. preparing a room for asbestos abatement, rodent control, carpet replacement)
37. Volunteering for PTO functions
38. Developing common assessments
39. Participating in Walk-Throughs
40. Other opportunities which require approval from the principal and/or Executive Director of Curriculum and Instruction

APPENDIX I

Hendrick Hudson School District

Professional Activities to be Used to Fulfill Nineteen (19)

HHEA Professional Hours

Name: _____

School Year: _____

Building: _____

Assignment: _____

Principal: _____

Date: _____

Directions: Please fill in the requested information for each activity chosen. Once all nineteen (19) HHEA professional hours have been fulfilled, forms should be submitted to the building principal. All forms are to be submitted on or before June 1 unless other arrangements have been approved.

Activity number from the list: _____

Time required in hours for the activity: _____ hours

Brief explanation of the goal of the activity:

Activity number from the list: _____

Time required in hours for the activity: _____ hours

Brief explanation of the goal of the activity:

APPENDIX J

LETTER OF UNDERSTANDING

HENDRICK HUDSON EDUCATION ASSOCIATION

AND

HENDRICK HUDSON SCHOOL DISTRICT BOARD OF EDUCATION

This agreement establishes the terms and conditions for an emergency temporary waiver of teacher load to fill a bargaining unit member position. The necessity for the request of this emergency temporary waiver of teacher load will have arisen after the District, having made every reasonable and customary effort, and demonstrating such to the HHEA, has been unsuccessful in filling an HHEA bargaining unit position or resolving the situation leading to the request.

Given the mental and physical requirements of a bargaining unit member's normal teaching load, the District will use this request only as a last resort, and will continue its efforts to fill the position. Under no circumstances shall this emergency temporary waiver continue into a second school year.

This agreement applies to the above emergency situation only. This agreement shall not set any precedent for adding a sixth teaching period and/or any other addition to contractual daily loads. This agreement shall not apply to any other situation, including, but not limited to, absences of bargaining unit members and block scheduling.

When such an emergency situation arises, the Superintendent or his/her designee will send a letter to the HHEA requesting an emergency temporary waiver of teacher load. This letter will detail the situation and every effort that has been made to fill the existing position and to resolve the situation. Two waiver forms signed by the Superintendent or his/her designee will be included and will indicate the existing bargaining unit member position, the dates for which the waiver is requested, the teaching periods, the professional responsibilities involved, and the annual salary which is twelve (12) percent of the District's HHEA average base salary of all full-time bargaining unit members (excluding nurses), prorated accordingly, for one period per instructional day. Upon agreeing to the waiver, the President or First Vice-President of the HHEA will sign both waiver forms and return one. The position shall then be posted in all buildings. The name of any bargaining unit member employed as part of this temporary waiver will be forwarded to the HHEA.

The District shall employ qualified, tenured bargaining unit members to fill the position specified in the emergency waiver. Any bargaining unit member so employed shall teach only one (1) additional class period beyond his/her normal contractual load, and will fulfill the other professional responsibilities associated with this period. Any bargaining unit member so employed will be compensated at an annual salary of twelve (12) percent of the District's HHEA average base salary of all full-time bargaining unit members (excluding nurses), prorated accordingly, for one period per instructional day.

Any bargaining unit member employed by the District as a result of this emergency waiver shall fulfill all of his/her other professional responsibilities including his/her duty period. In addition, any Part B department leader employed by the District as a result of this emergency waiver shall not use the period designed for fulfilling Part B department leader responsibilities as an emergency waiver teaching period.

APPENDIX K

**Hendrick Hudson School District
And
Hendrick Hudson Education Association**

Form for Emergency Temporary Waiver of Teacher Load

School Year: _____

Existing position for which waiver is requested: _____

Start and end dates of Waiver: _____

Class periods for which waiver is requested:

Class _____ Period _____ Teacher _____

Class _____ Period _____ Teacher _____

Class _____ Period _____ Teacher _____

Class _____ Period _____ Teacher _____

Class _____ Period _____ Teacher _____

District's HHEA average base salary of all full-time bargaining unit members (excluding nurses):

Professional Unit Member's Salary [twelve (12) percent of the District's HHEA average base salary of all full-time bargaining unit members (excluding nurses), prorated accordingly]; calculation sheet included.

Professional Responsibilities (attach if necessary):

Signed: _____
Hendrick Hudson School District

Date: _____

The HHEA agrees to this emergency temporary waiver of teacher load only for the described emergency situation and only for the dates listed above. It is understood that no extension of the above dates is implied in this agreement.

Signed: _____
Hendrick Hudson Education Association

Date: _____

APPENDIX L

FLU SHOT WAIVER

I understand that the Hendrick Hudson Central School District (District) has made arrangements to administer flu shots to Hendrick Hudson Education Association (Association) bargaining unit members on campus pursuant to Article III, Section J of the Collective Bargaining Agreement between the District and the Association. I understand that this opportunity is voluntary, and I am not required to receive a flu shot. I further understand that should I choose not to receive the flu shot administered by the District on campus on _____, the District is under no obligation to pay for flu shots I may receive elsewhere or provide me with a flu shot on a different date during the _____ school year. Lastly, I understand and agree that the District is not responsible for any health complication that may arise out of my taking the flu shot, and I hereby waive any claims against the District with regard to such shot.

APPENDIX M

TEACHER RETIREMENT INCENTIVE 2013-2014

This is a Memorandum of Agreement between the Hendrick Hudson Education Association and the Hendrick Hudson Central School District to offer a Retirement Incentive to teachers who have worked in the Hendrick Hudson Central School District a minimum of ten years and who are able to retire into the New York State Teachers Retirement System as of June 30, 2014.

The retirement incentive provides teachers the following incentive:

*100% health insurance coverage through the District health plan (individual or family)
paid for by the School District in retirement for ten (10) years;*

After the ten (10) year period, member contribution will be 4.5%, per page 15; Article III; Section 1; A; c.; 1); 2); of the July 1, 2011 – June 30, 2015 Collective Bargaining Agreement between the HHEA and the District.

A minimum of 12 teachers must submit a notice of retirement consistent with the form attached. The Retirement Incentive must be elected by eligible teachers no later than January 17, 2014.

By accepting the incentive an individual does not give up any other rights or entitlements guaranteed by the Collective Bargaining Agreement (CBA).

An individual accepting the incentive is still eligible for any incentive the state may offer if the district elects to participate.

Hendrick Hudson School District

Hendrick Hudson Education Association

Joseph E. Hochreiter

Gerald Delcioppo

Superintendent of Schools

Co-President

APPENDIX N

**HENDRICK HUDSON
EDUCATION ASSOCIATION**

**ANNUAL PROFESSIONAL
PERFORMANCE REVIEW**



July 1, 2016 - June 30, 2019

INTRODUCTION TO THE PERFORMANCE REVIEW CYCLE

The focus of the Hendrick Hudson School District's ("District") Annual Professional Performance Review ("APPR") is to foster the spirit of collaboration between staff and administration in order to enhance professional growth and improve instruction for students. A successful review system should provide timely feedback, an opportunity to acknowledge educators' strengths as well as weaknesses, and an opportunity to grow as a professional.

INTRODUCTION

1. Any existing and previously-approved Annual Professional Performance Review procedures pursuant to Section 100.2(o) of the Rules and Regulations of the Commissioner of Education ("Commissioner's Regulations") remain in effect for bargaining members who are not subject to Section 3012-d of the New York State Education Law ("Education Law").
2. Nothing in this Annual Professional Performance Review Plan ("Plan") shall be construed to affect the right of the Board of Education to terminate a probationary teacher or restrict the discretion of the Superintendent and/or the Board of Education to make a determination on the status of a probationary teacher and/or to deny or delay tenure.
3. The District will file the SED approved Plan in the District Office and make the Plan publicly available on its website by September 10th of each year, or within 10 days of the Plan's adoption, whichever is later. Any required certifications shall be filed and maintained with the Plan.
4. The District and the Hendrick Hudson Education Association ("HHEA") agree to meet annually, if necessary, by February 1, to reevaluate the Plan.

**CRITERIA FOR EVALUATION OF
HHEA BARGAINING UNIT MEMBERS**

1. Under Education Law 3012-d, each teacher must receive an APPR resulting in a single composite effectiveness rating of “Highly Effective,” “Effective,” “Developing,” or “Ineffective.” The composite rating will be determined as follows:

TEACHER RATING MATRIX

Student Performance	Teacher Observation			
Mandatory Growth/SLO	Highly Effective (H) Rubric Score: 3.5 – 4	Effective (E) Rubric Score: 2.5 – 3.49	Developing (D) Rubric Score: 1.5 – 2.49	Ineffective (I) Rubric Score: 0 – 1.49
Highly Effective (H) Points: 18 – 20	H	H	E	D
Effective (E) Points: 15 – 17	H	E	E	D

Developing (D) Points: 13 – 14	E	E	D	I
Ineffective (I) Points: 0 – 12	D	D	I	I

2. Student Performance Category of the Teacher Matrix Composition

A. Student Learning Objective (SLO) process for the Student Performance Category of the Teacher Rating Matrix

Using the negotiated Student Learning Objective (SLO) measures, Student Learning Objectives and their targets shall be determined annually by the Superintendent of Schools and/or her/his designees. Target setting for Student Learning Objectives (SLOs) shall take into account the New York State Education Department’s established barriers to student academic progress, which includes poverty, student disability, and English as a New Language status. Target setting shall also take into consideration any other factors that affect learning in the classroom, as approved by the Commissioner of Education. Student achievement measures to be used are indicated in the Student Achievement Measures Matrix, displayed below. The target setting process shall include the input of teachers, building administrators, and district administrators.

B. The decision to use the Optional Growth Score subcomponent for the Student Performance Category shall be evaluated annually by the Superintendent and her/his designee(s) with the HHEA President(s) and First Vice President.

The process shall include the choice of the student data to use, the target setting based on 2.A. above, and the assigned weights to the mandated and optional subcomponents.

**STUDENT PERFORMANCE CATEGORY SCORE
CONVERSION FOR HEDI CALCULATIONS**

HIGHLY EFFECTIVE (H)	EFFECTIVE (E)	DEVELOPING (D)	INEFFECTIVE (I)
18-20 points	15-17 points	13-14 points	0-12 points
90-100% of students meet or exceed expected growth targets	75-89% of students meet or exceed expected growth targets	60-74% of students meet or exceed expected growth targets	0-59% of students meet or exceed expected growth targets

STUDENT ACHIEVEMENT MEASURE MATRIX

	Group	Observation	Student Achievement Measure (SLO)	Alternate SLO for Transition Period	Backup SLO if no State Growth Data is Available
1	Teachers of untested students in grades K-12	Danielson 2007 Rubric scored using the average of all annually chosen elements on a scale of 1 to 4.	Common Core ELA Regents with growth target determined as per 2A above	N/A	N/A
2	Teachers of students in grades 4-8 ELA and Math	Danielson 2007 Rubric scored using the average of all annually chosen elements on a scale of 1 to 4.	Growth score provided by NYSED	Living Environment Regents score provided by NYSED with growth target determined as per 2A above	US History and Government Regents score provided by NYSED with growth target determined as per 2A above
3	Teachers of students in courses ending in a NYS Regents	Danielson 2007 Rubric scored using the average of all annually chosen elements on a scale of 1 to 4.	Regents scores with growth target determined as per 2A above	N/A	N/A
	A	B	C	D	E

3. Teacher Observation Category of the Teacher Matrix

A. Teacher Practice Rubric

- 1) Evaluators will use *Rubrics for Enhancing Professional Practice* (2007) by Charlotte Danielson (Danielson Rubric): Seven Standards, Four Domains, 76 Elements, 304 Performance Indicators. Scoring will be as follows for each element on the Danielson Rubric.

DANIELSON RUBRIC ELEMENT SCORING GRID

Unsatisfactory	Basic	Proficient	Distinguished
1.49	2.49	3.49	4.00

- 2) Each teacher will complete a self-assessment on the Danielson Rubric by October 1 and then confer with her/his principal or lead evaluator by October 30 of each year to discuss the self-evaluation.
- 3) All New York State Teaching Standards must be addressed during the course of the school year using the Danielson Rubric. However, the District may opt not to address all elements within the Danielson Rubric in a given school year. If the District opts not to address all elements in any given school year, the addressed elements for that school year shall be communicated to bargaining unit members before they complete a self-assessment on the Danielson Rubric. The Danielson Rubric score will be calculated using only the average score of the addressed elements for the school year.
- 4) Elements that are part of the Danielson Rubric but not observable in the classroom observations may be observed in natural conversations and during the observation cycle, which includes pre-observation and post-observation conferences (i.e. self-reflection).
- 5) Artifacts, such as lesson plans, may constitute evidence of professional planning and may be included in the observation cycle, which includes pre-observation and post-observation conferences. Other such artifacts, such as logs of phone calls, emails, etc., may also be included in the observation cycle.
- 6) In order for a specific performance indicator (i.e. portfolios) to be used, the text *Enhancing Professional Practice 2nd Edition* (2007) by Charlotte Danielson must contain reference to that specific performance indicator.

- 7) During the year, evaluators will continue to use the Danielson Rubric, based on classroom observations and interactions with the teacher. Each bargaining unit member shall receive her/his Danielson Rubric rating by June 1 of each school year.
- 8) Evaluators will make the final determination on the final Danielson Rubric. Each teacher shall indicate receipt of the Danielson Rubric by June 10 of each school year.
- 9) If a bargaining unit member believes that she/he deserves a higher designation on the Danielson Rubric than the one provided by the evaluator, the bargaining unit member may submit evidence to support this claim by June 10.

B. Observations

- 1) There will be a required minimum of two classroom observations, one of which must be unannounced.
 - a) Observers
 - (1) All principals, lead evaluators, and independent evaluators shall be District administrators.
 - (a) One required observation will be completed by the principal or lead evaluator. This evaluation shall be announced.
 - (b) One required observation will be completed by the independent evaluator. This evaluation shall be unannounced.
 - (2) Requests for information
 - (a) Certifications and re-certifications of observers will be made available to the HHEA President(s) upon request.
 - (3) HHEA bargaining unit members shall not observe other bargaining unit members as part of the evaluation process.
 - 2) Weight of Observation for the Teacher Observation Category of the Teacher Rating Matrix
 - a) The principal or lead evaluator shall observe all elements chosen by the District in any school year.
 - (1) The principal or lead evaluator's observation score for those elements that are solely observed by her/him will contribute 100% of the bargaining unit member's observation score.
 - (2) The principal or lead evaluator's observation score for those elements that are also observed by the independent evaluator will contribute 90% of the bargaining unit member's observation score.
 - b) The independent evaluator shall observe a subset (determined by the District) of the larger set of elements chosen by the District in any school year.

- (1) The independent evaluator’s observation score for those elements will contribute 10% of the bargaining unit member’s observation score.
 - c) The calculations used to determine the bargaining unit member’s observation score will be made available to the bargaining unit member.
- 3) Videotaping of observations shall not be used or required of any bargaining unit member.

WEIGHTING OF OBSERVATION SCORES BY EVALUATOR TYPE

ELEMENTS OBSERVED SOLELY BY THE PRINCIPAL/ LEAD EVALUATOR	ELEMENTS OBSERVED BY BOTH THE PRINCIPAL/ LEAD EVALUATOR AND THE INDEPENDENT EVALUATOR	ELEMENTS OBSERVED BY BOTH THE PRINCIPAL OR LEAD EVALUATOR AND THE INDEPENDENT EVALUATOR
Weighted 100%	Weighted 90% for Principal/Lead Evaluator	Weighted 10% for Independent Evaluator

- 4) Timing of observations
- a) Unannounced observations will occur within a two-week window of time.
 - b) No later than fourteen calendar days before the unannounced observation window opens, the bargaining unit member will be informed of the two-week window during which the observation will occur. Every effort will be made to conduct the unannounced observation within this two-week window.
 - c) If the evaluator is not able to complete the unannounced observation during the unannounced observation window, then the bargaining unit member and evaluator will confer on scheduling a new two-week window for the unannounced observation.

- d) Announced observations will be scheduled between the principal/lead evaluator and the bargaining unit member at a mutually agreed upon time.
- e) Every effort will be made to conduct announced and unannounced observations at a time and under conditions which are not disruptive to the classroom learning environment.

5) Assignment of evaluators

- a) The District shall assign the lead evaluator for each bargaining unit member and notify the bargaining unit member by September 15 of each school year
- b) The District shall assign the independent evaluator for each bargaining unit member and notify the bargaining unit member by September 15 of each school year
- c) The bargaining unit member may make a request in writing to the Superintendent for a change of evaluator. In this case, the bargaining unit member shall describe in detail the reason(s) for the request, including specific examples and/or supporting evidence. Upon request, the bargaining unit member may meet with the Superintendent, with HHEA representation present if requested, before a decision is made. The Superintendent shall make a decision regarding the request and notify the bargaining unit member within 15 days of receipt of the request. The decision of the Superintendent shall be final and not subject to appeal or grievance.

TEACHER IMPROVEMENT PLAN (TIP)

1. Upon receiving an overall Annual Professional Performance Review (APPR) composite rating of “Ineffective” or “Developing”, a bargaining unit member shall be provided with a Teacher Improvement Plan (TIP). The TIP shall be provided as soon as practicable, but in no case later than October 1 of the school year in which the TIP is provided. The Association president(s) shall be informed by October 1 whenever a bargaining unit member is placed on a TIP. The Association president(s) shall be provided with a copy of the TIP with the agreement of the bargaining unit member. The Parties understand and agree that the sole and exclusive purpose of a TIP is the improvement of teaching practice and that the issuance of a TIP is not a disciplinary action. The TIP shall be developed in consultation with the bargaining unit member, and Association representation shall be afforded at the bargaining unit member’s request. The bargaining unit member shall be advised in writing by the District of her/his right to such representation after the member has received the rating of “Developing” or “Ineffective”.
2. A TIP shall clearly specify:
 - (a) the area(s) in need of improvement
 - (b) the performance goals, expectations, benchmarks, standards and timelines the bargaining unit member must meet in order to achieve an effective rating
 - (c) how improvement will be measured and monitored, and provide for periodic reviews of progress
 - (d) the appropriate differentiated professional development opportunities, materials, resources and supports the District will make available to assist the bargaining unit member including, where appropriate, the assignment of a mentor bargaining unit member.
3. After the TIP is in place, the bargaining unit member, administrator, mentor (if one has been assigned) and an HHEA representative (if requested by the bargaining unit member) shall meet, according to the schedule identified in the TIP, to assess the effectiveness and appropriateness of the TIP, for the purpose of assisting the bargaining unit member to achieve the goals set forth in the TIP. Based on the outcome of such assessment(s), the TIP shall be modified accordingly.
5. All costs associated with the implementation of a TIP including, but not limited to, tuition, fees, books and travel, shall be borne by the District in their entirety. For the meeting to set up the TIP, hours may be applied to HHEA hours for the individual going on the TIP, but not for the HHEA Representative. No disciplinary action predicated upon ineffective performance shall be taken by the District against a bargaining unit member until a TIP has been fully implemented and its effectiveness in improving the bargaining unit member’s performance has been evaluated. No disciplinary action shall be taken by the District against a bargaining unit member predicated on an Ineffective rating who has met the performance expectations set by a TIP, except as stipulated in Education Law 3012-d.

TEACHER IMPROVEMENT PLAN FORM

Teacher Name: _____

School: _____

Position\Grade: _____

Lead Evaluator: _____

Date of Plan: _____

Complete all areas listed below in narrative format. Be specific and provide examples:

Area(s) in need of improvement:

Performance goals, expectations, benchmarks, standards and timelines the bargaining unit member must meet in order to achieve an effective rating:

How improvement will be measured and monitored, and provide for periodic reviews of progress:

Appropriate differentiated professional development opportunities, materials, resources and supports the District will make available to assist the bargaining unit member including, where appropriate, the assignment of a mentor bargaining unit member.

TIP APPROVAL

Lead Evaluator

Name:

Signature:

Date:

HHEA Member

Name:

Signature:

Date:

APPEALS PROCEDURE

1. In the event that a teacher receives a score of “Highly Effective” in the Teacher Observation category and “Ineffective” in the Student Performance Category, the District will notify the teacher of her/his right to appeal the results to the Commissioner of Education, and provide timely assistance in collecting the necessary information and submitting it to the Commissioner.
2. Basis for a Section 3012-d Appeal Procedure
 - A. The bargaining unit member may appeal any overall Annual Professional Performance Review (APPR) composite rating of “Ineffective” or “Developing”; or her/his placement on a TIP, based on the following criteria:
 - 1) The substance of the Annual Professional Performance Review, including any inaccuracy, anomaly, or fraud affecting the rating.
 - 2) The District’s failure to adhere to the standards and methodologies required for the Annual Professional Performance Review, pursuant to Education Law 3012-d and applicable rules and regulation.
 - 3) The District’s failure to comply with either the applicable regulations of the Commissioner of Education, or locally negotiated procedures.
 - 4) The District’s failure to issue and/or implement the terms of the Teacher Improvement Plan, where applicable, as required under Education Law 3012-d.
3. Probationary Bargaining Unit Members
 - A. The District retains its rights with respect to probationary bargaining unit members.
 - B. Probationary bargaining unit members are subject to the terms of item 2. listed above, “Basis for a Section 3012-d Appeal Procedure”.
 - C. Appeals Process:
 - 1) The probationary bargaining unit member will submit the appeal in writing to the Superintendent of Schools or her/his designee.
 - 2) Timelines
 - a. An appeal of an APPR rating must be submitted no later than 15 school days from the date when the bargaining unit member receives her/his APPR from the District.

- b. An appeal of the issuance of a Teacher Improvement Plan (TIP) must be submitted no later than 15 school days from the date when the bargaining unit member should receive her/his TIP document from the District.
 - c. An appeal on any aspect of the implementation of a (TIP) must be submitted no later than 15 school days from the date of the alleged violation of the implementation of the TIP.
 - d. If the bargaining unit members fails to comply with the timeline in items a-c above, the right to appeal shall be deemed waived in all regards.
 - D. The Superintendent or her/his designee shall issue her/his decision in writing regarding the appeal no later than 21 school days from receipt of the appeal.
- 4. Tenured Bargaining Unit Members
 - A. Appeals Process for Tenured Bargaining Unit Members
 - 1) Tenured bargaining unit members are subject to the terms of item 2. listed above, “Basis for a Section 3012-d Appeal Procedure”.
 - 2) A tenured bargaining unit member may file an appeal with the Superintendent or her/his designee for an overall APPR composite rating of “Developing” or her/his placement on a TIP. An appeal for an overall APPR composite rating of “Ineffective” will go to the Appeals Committee.
 - 3) The Appeals Committee
 - a. The Appeals Committee (“Committee”) shall be composed of two District administrators, chosen by the Superintendent, and two HHEA bargaining unit members, chosen by the President(s) of the HHEA, plus an independent third party chosen from a mutually agreed upon list.
 - b. The Committee shall be entitled to any additional relevant information from the District, HHEA, or other sources in order to render an appeal decision.
 - 4) All appeals will be submitted in writing.
 - 5) Timelines
 - a. An appeal must be submitted no later than 15 school days from the date when the bargaining unit member receives her/his APPR from the District.
 - b. An appeal of the issuance of a Teacher Improvement Plan (TIP) must be submitted no later than 15 school days from the date when the bargaining unit member should receive her/his TIP document from the District.
 - c. All appeals on any aspect of the implementation of a TIP must be submitted no later than 15 school days from the date of the alleged violation of the implementation of the TIP.
 - d. If the bargaining unit members fails to comply with the timeline in items a-c above the right to appeal shall be deemed waived in all regards.

- 6) a. The Superintendent or her/his designee shall make her/his decision in writing regarding the appeal no later than 21 school days from receipt of the appeal. The decision will be final.
- b. The Appeals Committee shall make a decision in writing no later than 21 days from completing the investigation.
- 7) The decision of the Appeals Committee and the Superintendent as pertaining to her/his APPR or TIP cannot be grieved through the grievance/arbitration procedure, or challenged in an appeal to the Commissioner, any other administrative agency or a court of law.

TRAINING OF EVALUATORS AND LEAD EVALUATORS

1. The District will ensure that all lead evaluators are properly trained and certified to complete an individual’s performance review. Evaluator training will be conducted by appropriately qualified individuals or entities. Evaluator training will replicate the recommended New York State Education Department (NYSED) model certification process.
2. The District will ensure that all evaluators are trained as lead evaluators. The Superintendent will certify lead evaluators upon receipt of proper documentation that the individual has fully completed training. The Superintendent will maintain records of certification of evaluators. Lead evaluators will be recertified on a periodic basis, to be determined by the District.
3. The District will establish a process to maintain inter-rater reliability over time in accordance with NYSED guidance and protocols recommended in training for lead evaluators. The District anticipates these protocols will include measures such as: data analysis, periodic comparisons of assessments, and/or annual calibration sessions across evaluators.
4. Lead evaluators, evaluators and independent observers will receive training required by Education Law Section 3012-d and Part 30-3 of the Rules of the Board of Regents. Peer observers are not being used in this APPR plan. Lead evaluators will be certified by the Board of Education after having received training to meet the criteria required for Lead Evaluators pursuant to Part 30-3 of the Rules of the Board of Regents. Training will be received prior to an administrator being certified by the Board of Education as a lead evaluator, evaluator or as an independent evaluator. Lead evaluators, evaluator and independent trained evaluators will be recertified annually by the Board of Education after receipt of training necessary for such recertification. Recertification by the Board of Education will be done prior to January 1 of each year. Lead evaluator/evaluator/independent evaluator training will take place at our administrative retreat days in the summer and in the fall of each year, totaling eight hours of instruction, to be certified by the Superintendent of Schools. Lead evaluators, evaluators and independent trained evaluators shall receive training on the nine elements required in Regent’s Rule 30-3.10b. The District will ensure that all evaluators maintain inter-rater reliability via monthly calibration sessions across evaluators and periodic comparisons of a lead evaluator’s assessment with those conducted by other evaluators. The Independent Trained Evaluator, if used, will attend these meetings. The calibration sessions involve, but are not limited to, the sharing and the receiving of feedback of written observations, readings on best practices around evidence based observation, and the effective use of the Danielson Rubrics.

Hendrick Hudson School District
Joseph Hochreiter

Hendrick Hudson Education Association
Gerald Delcioppo

Date

Date