**Contract Database Metadata Elements**

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For additional research information and assistance, please visit the Research page of the Catherwood website - [http://www.ilr.cornell.edu/library/research/](http://www.ilr.cornell.edu/library/research/)

For additional information on the ILR School - [http://www.ilr.cornell.edu/](http://www.ilr.cornell.edu/)
Collective Bargaining Agreement

HENDRICK HUDSON SCHOOL DISTRICT
Montrose, NY
And
Hendrick Hudson Education Association

Effective July 1, 2008 through June 30, 2011
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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 and the 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 the highest level of educational opportunities obtainable. The Board recognizes that teaching is a profession; the Board and 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 and 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 1

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, 2011. 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. 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.

2008 - 2009
The percentage increase for 2008-2009 is 2.95%

2009 – 2010
The percentage increase for 2009-2010 is 2.75%

2010 – 2011
The percentage increase for 2010-2011 is 2.75%

B. Effective July 1, 2010, each tenured bargaining unit member shall receive an annual stipend of $300.00.

C. 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. A promotional career increment at the 28th year of credited service will be implemented.

E. A single career increment for 3 consecutive years mutually agreed upon by the employer and employee, but only between and including the 25th and 35th years of credited service and in no case extending beyond the 35th year will be implemented.

F. The licensed registered nurses’ salary schedule shall be increased by the following: (Appendix B-2)

Effective July 1, 2008, each step in the Nurses’ Salary Schedule shall be increased by $500.00 prior to the application of the salary percentage increase for 2008-2009.

2008 - 2009
The percentage increase for 2008-2009 is 2.95%.

2009 - 2010
The percentage increase for 2009-2010 is 2.75%

2010 - 2011
The percentage increase for 2010-2011 is 2.75%

The salary schedule as presently defined in the contract with the above increases will apply to those licensed registered nurses who are on staff on March 1, 1996. All licensed registered nurses hired after March 1, 1996 will be off the salary schedule and will be hired on a salary range that begins and ends with the first and ninth steps, respectively.

G. 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.

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

I. 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.

3. **Extended School Program (ESP) Compensation**
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:

$59.00 per hour

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.

Summer or school year workshop compensation 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. 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.

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. 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 exsessed 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 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. 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.
1 1) Instructors will be paid at the CRC rate for course
2 preparation and presentation at one and one half (1 1/2 )
3 hours of preparation for each hour of instruction for each
4 time that the course is presented. (As an example, if an
5 instructor teaches a twelve (12) hour course the total
6 compensation for the preparation and presentation will be
7 eighteen (18) hours at the CRC rate.)
8
9 2) Instructors may opt for the 1.5 CRC rate for
10 preparation/presentation above or for in-service credit.
11 Instructors may only opt for in-service credit one time for
12 the same course.
13
14 Salary credit will not be granted for:
15 1. Correspondence and TV courses
16 2. Courses in adult or continuing education
17 3. Courses leading to a new profession outside the field of education
18 4. Courses previously approved by administration for which a passing
19 grade is not received
20 5. Courses for which prior approval is not requested and in the District
21 Office at least 3 days prior to the opening session
22 6. Courses which duplicate previously taken courses
23 7. Courses which are not properly documented by official transcript
24 8. Under-graduate credits
25 9. For bargaining unit member employed on or after July 1, 1980, no salary
26 credit will be granted for additional courses taken until the bargaining unit
27 member acquires permanent/professional certification in the area for
28 which the bargaining unit member is employed.
29
30 Self-improvement courses which meet the above criteria, but are experience
31 centered in approach (i.e., workshops, tours, in-the-field experimentation, and the
32 like) shall be paid for by the District, but shall not be accepted for salary
33 purposes.
34
35 Workshop:
36 General district direction encourages a planned program leading to a degree.
37 Although some courses outside a planned sequence may be helpful, these courses
38 are examined very carefully. It is the responsibility of the bargaining unit
39 member to supply documentation regarding the criteria.
40
41 The same general criteria apply, and in addition a more precise application to
42 present bargaining unit member assignment is required.
43
44 The COURSE must meet the following requirements:
45 - Must be from a degree granting institution
46 - 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. 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 a 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 of $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. 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 model will be established as per Appendix D.

3. Those Department Chairs and/or Representatives scheduled to continue in
their role during Phase I 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 chairmen (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 in the middle school at 6th, 7th and 8th grade levels will
receive 4.5% of the base salary.

5. Bargaining unit members in charge of the extra-curriculum 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 until such time as the rate in the above schedule is greater.

7. a. Lunchtime 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.

b. The annual stipend for a Lunchtime Supervisor shall be $5,400.00,
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 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.

V1. Elementary Principal’s Aide
a. The regular school year stipend for an aide to an elementary principal will be $9,100.00
b. 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.

V2. Subcommittee Chairperson for Special Education
The regular school year stipend for a Subcommittee Chairperson for Special Education will be $4,550.00.

W. Mentor and Mentor Coordinator
The mentor and mentor coordinator positions shall be posted every three years.
1. The annual mentor compensation will be $1800.00
2. The annual mentor coordinator compensation will be $3,600.00

X. 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 J.
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.

B.M.M.S. 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 Consortium
   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. All bargaining unit members who choose individual coverage will contribute 4.5% of the annual individual health premium payment.

b. All the bargaining unit members who choose family coverage will contribute 7.25% of the annual family health premium payment.

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. Retiree contributions to health insurance premiums will be determined as follows:

1) Bargaining unit members who notify the District by March 1st of a June 30th retirement in the same school year and choose individual health insurance will contribute 4.5% of the annual individual health
premium payment.

2) Bargaining unit members who notify the District by March 1\textsuperscript{st} of a June 30\textsuperscript{th} retirement in the same school year and choose family health insurance will contribute 4.5\% of the annual family health premium payment.

3) Bargaining unit members who do not notify the District by March 1\textsuperscript{st} of a June 30\textsuperscript{th} 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.

4) The March 1\textsuperscript{st} notification deadline for a June 30\textsuperscript{th} retirement will be extended until May 1\textsuperscript{st} for the following extenuating circumstances which must be submitted in writing to the Assistant Superintendent for Instruction and Personnel 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.

   d. 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 the 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:

- 2008 - 2009 $1300.00
- 2009 - 2010 $1300.00
- 2010 - 2011 $1500.00

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 rata 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:

a. Bargaining unit members eligible for health benefits will receive Benefit Trust.

b. 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.

c. 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 is 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. 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 I.R.S. 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. 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 the 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 provision 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 taken.

J. 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 K.

K. 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 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 1/2 pay from that date. Upon resumption of work the sick days accumulated up to the incidence 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 1/2 pay from that date. Upon resumption of work the sick days accumulated up to the incident 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 provisions to be made available.
L. Leaves: The following categories may be utilized by bargaining unit members to request a leave:

1. 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
      1. meetings, conferences and workshops for professional improvement exceeding one day
      2. 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
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 Assistant Superintendent for Instruction and Personnel, 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 the Assistant Superintendent for Instruction and Personnel.

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 (Appendix J). 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 (Appendix J) 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 the Assistant Superintendent for Instruction and Personnel. 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.

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 Assistant Superintendent for Instruction
and Personnel, conferences may be combined. If approved
by the Assistant Superintendent for Instruction and
Personnel, 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 and 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 HHSD 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 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 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 school 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 Hendrick Hudson School 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 Hendrick Hudson School 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. 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.
19. **Termination of Leave**

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

a. Inform the Superintendent, or his/her designee, of any change in the circumstances which created the need for leave.

b. Report for duty upon termination of leave.

20. **Leave Without Compensation**

1. **Eligibility for Return:** Bargaining unit members are eligible to return to a position in their tenure area, depending upon place on the seniority list.

2. **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.

3. 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.
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 school 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, Benefit Trust Chairperson and Secretary as noted:

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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 the 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 Chief School Officer 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. 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.

6. 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
1. 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 service in the District.

7. 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.

8. The Executive Committee of the Faculty 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. Tenure Status: 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.

D. 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.
E. 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.

F. 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, 6a.

G. When a bonafide 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)

H. 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.

I. When the number of grades on one level is being reduced, if there are no requests
for transfer from that level, the bargaining unit member with the least 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.

J. Seniority Seniority is based on the number of years of full-time service in the
local district. Seniority does not accrue during periods of unpaid leave.

K. 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.

L. **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.

M. **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.

N. **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, nor 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.

0. **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: The desirable number of pupils per class in the elementary schools for the duration of this contract agreement shall be as follows:

- Kindergarten 22
- Grades 1-3 24
- Grades 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 request, 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

Exceptions

<table>
<thead>
<tr>
<th>Class Size</th>
<th>Average Daily Load</th>
</tr>
</thead>
<tbody>
<tr>
<td>Special Classes (Modified) 10 - 23*</td>
<td></td>
</tr>
<tr>
<td>Advanced Placement 15 - 23</td>
<td></td>
</tr>
<tr>
<td>Shops 15 - 23</td>
<td>100</td>
</tr>
<tr>
<td>Typing 27 - 35</td>
<td>160</td>
</tr>
<tr>
<td>Physical Education 30 - 38</td>
<td>200</td>
</tr>
</tbody>
</table>

*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. 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. 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. 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.

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.

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.

Exceptions: 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 necessitates 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.

C. All Schools - Teacher Load:

1.a. 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.

b. In the event a fourth preparation is deemed necessary or desirable, written approval of the H.H.E.A. must be granted, and the affected bargaining unit
member(s) shall be relieved of one period of supervisory duty daily. Each request for a 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.

c. **Exceptions to all Schools Teacher Load:**
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.

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.

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

D. Additional Teaching Assignments
a. High school teachers may accept an additional teaching assignment above the normal class load. Additional teaching assignments shall sunset on June 30, 2012. This additional teaching assignment shall be subject to the following conditions:

(i) Teachers who volunteer for an additional teaching assignment shall be compensated at the rate of 12% of the average base salary of all full time bargaining unit members, for teaching an additional full year teaching assignment, prorated accordingly for less than a full year assignment.

(ii) The acceptance of an additional teaching assignment shall be voluntary.

(iii) Tenured teachers shall have the right to first refusal for any additional teaching assignments.
(iv) No full or part time bargaining unit member shall lose a position or be reduced as a result of the creation of additional teaching assignments.

(v) Tenured teachers accepting an additional teaching assignment shall not be relieved of any regular duties. Non-tenured teachers shall be relieved of their duty period when possible.

(vi) Any additional teaching assignments offered by the Board shall be posted in all buildings and additionally communicated to all bargaining unit members.

(vii) Teachers may not accept an additional teaching assignment in two (2) consecutive years unless no other tenured teacher who is certified in the subject of the additional teaching assignment applies for the position.

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. 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. Preparation 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. 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. 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 Conferences 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 staff-appropriate break time shall be provided. For all such evening conferences, 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.

6. 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. Scheduled 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
1 meeting is scheduled, the length may be one hour beyond the teacher day, with such meeting to be included in the monthly quota.

7. 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.

8. 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.

9. 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 training 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.

10. 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.

11. 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.

12. 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 teacher's manuals, handbooks and printed policies are not in effect. Such rules and regulations, however, in no case take precedence over any policies specifically changed by this Agreement.
13. The work performed by the registered nurses in the schools of the HHSD is the work of the HHEA. 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 HHEA.
SECTION 4 - SUBSTITUTE POLICY

A. Elementary Substitute Procedure: Substitutes, 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
  - Perceptual/visually impaired
  - Speech
  - Instrumental Music
  - Audio-Visual

- Group B: Employ substitute only if a competent
  *Certified substitute is available
  - Nurse/teacher
  - Art
  - Physical Education
  - Vocal or general music
  - Library

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 a 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

1. 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.

2. Evaluation Instrument

Based on the District Annual Professional Performance Review (APPR) plan, bargaining unit members will be evaluated using the Guide for Evaluation (page 44).

3. 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 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 Physical Education and Health will evaluate all bargaining unit members who teach health and may evaluate any physical education teacher.

C. The Administration 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- 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.

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.

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 recognizes 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 Administration, 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.
GUIDE FOR EVALUATION

In writing an evaluation, the immediate supervisor and/or principal will consider the following areas of performance as appropriate:

I. INSTRUCTIONAL PERFORMANCE
   (a) Demonstrates knowledge of subject matter
   (b) Shows evidence of long and short term instructional planning to organize and present subject matter
   (c) Demonstrates knowledge of various teaching strategies and teaching resources
   (d) Provides for individual differences and developmental needs of students
   (e) Demonstrates ability to motivate students
   (f) Assesses pupil achievement through appropriate instruments and techniques
   (g) Demonstrates understanding of affective needs of pupils

II. CLASSROOM MANAGEMENT
    (a) Demonstrates efficiency in routine duties
    (b) Organizes classroom for effective instruction

III. PROFESSIONAL GROWTH AND SERVICE TO DISTRICT
     (a) Contributes to committee work and faculty meetings
     (b) Stays up-to-date on new developments, curriculum changes and theories in field
     (c) Contributes to non-class activities

IV. STAFF AND PARENT RELATIONSHIPS
    (a) Demonstrates ability to communicate effectively with parents
    (b) Demonstrates ability to work effectively with staff

V. SUPPORTS DISTRICT AND BUILDING PHILOSOPHY AND GOALS

VI. FUTURE GOALS COOPERATIVELY DETERMINED BY IMMEDIATE SUPERVISOR AND/OR PRINCIPAL AND BARGAINING UNIT MEMBER
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 judgment 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 recommendations concerning particular pupils.
6. Any case of assault or legal action upon a bargaining unit member while 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 reasonable 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 Administration to develop guidelines for curriculum improvement provided these principles 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 our 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 processes 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 lighted, 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 lighted restroom facilities separate from those provided for students and healthfully maintained.
4. A clean, well lighted 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 typewriters 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 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 School 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 H.H.H.S. and B.M.M.S., $75 for F.G.L. 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 I - SCHOOL CALENDAR

A. A Calendar Committee from the Association and Administration will be appointed to assist in developing the calendar, provided these principles are followed:

1. The school year shall contain a maximum of 185 days to include a minimum of 180 days of instruction, the necessary conference and emergency days and the orientation day after Labor Day. If the HHEA/HHSD Calendar 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 said 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. In addition there will be nineteen (19) mandatory HHSD professional hours and six (6) HHEA professional hours, none of which shall be converted into workdays and/or professional development days.

   a. 1) Six (6) of the nineteen (19) mandatory HHSD professional hours shall only be assigned by the District for meetings at the conclusion of contractual days, and/or for other appropriate professional development activities which give all members an equal opportunity to fulfill the requirement, such as those listed in the "Professional Activities to be Used to Fulfill Six (6) HHEA Professional Hours" (Appendix I). Said hours will not include contact with children.

   2) The total length of meetings involving these six (6) HHSD professional hours will not exceed two (2) hours beyond the seven (7) hour contractual day.

   3) The Administration will determine the use of all six (6) of these HHSD professional hours by May 30th of the previous school year. This information will be provided to the calendar committee for publication. By June 10th the Administration will notify the HHEA of the dates and use of these hours for the upcoming year. Any change in these deadlines or the publicized schedule will require a written waiver from the HHEA.
b. Thirteen (13) of the nineteen (19) mandatory HHSD professional
hours shall only be assigned as follows:

1) Elementary Schools

a) The thirteen (13) HHSD professional hours will be scheduled
by the bargaining unit member as thirty (30) minute extra
help/contact time sessions for students identified by the
bargaining unit member after conferring with
parents/guardians. No sessions shall involve AIS or clubs. To
the extent possible, the sessions will be divided equally
between the first and second halves of the school year and
spread out within each half. Any required written record of a
session shall only include a confirmation that the bargaining
unit member was available for the session and the number of
students who opted to attend the session. Bargaining unit
member supervision for the attending children shall be limited
only to the extra help/contact time session.

b) After review by the building administrator, additional time
needed for elementary parent conferences not accommodated
by the one full day and one evening conference schedules each
semester will be granted from the thirteen (13) hours.

c) On any day that a student extra help/contact time session is
held, the bargaining unit member’s schedule will be as follows:

1) Buchanan-Verplanck and Frank G. Lindsey
   8:30 a.m. – 9:00 a.m.: bargaining unit member-scheduled
   student extra help/contact time
   9:00 a.m. – 4:00 p.m.: bargaining unit member day
   3:15 p.m. – 4:00 p.m.: bargaining unit member preparation
time as part of the bargaining unit
   member day

2) Furnace Woods
   8:10 a.m. – 3:40 p.m.: bargaining unit member day
   2:35 p.m. – 3:05 p.m.: bargaining unit member-scheduled
   student extra help/contact time
   3:05 p.m. – 3:40 p.m.: preparation time as part of the
   bargaining unit member day

d) Any exceptions to the above shall require a written waiver
from the HHEA.

e) District wide changes in transportation that would affect the
time periods for extra help/contact time must be mutually
agreed upon by the HHSD and HHEA.
The following professional activities, chosen voluntarily by the bargaining unit members, may be used to fulfill the thirteen (13) HHSD professional hours. The time for such professional activities will be separate from that used to fulfill the six (6) HHEA professional hours.

1) Preparing and sharing best practices with a group.

2) Conferring with students' previous grade-level and/or special area teachers to discuss progress, problems, concerns and/or materials.

3) 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.

4) Working collaboratively with other staff to:
   a) develop grade-level, discipline-level or interdisciplinary trips, lessons, or units of study.
   b) develop a plan to integrate technology into any part of the instruction.
   c) create new instructional materials or strategies or tailoring existing strategies to meet the learning needs of the students.
   d) develop and/or revise curriculum based on state mandates.
   e) prepare and provide workshops and presentations for parents.
   f) write grants that benefit the Hendrick Hudson School District's children or programs.

5) Other opportunities which require the approval from the principal and Assistant Superintendent for Instruction and Personnel.

2) Middle and High Schools.

a) Each bargaining unit member will be available for eighteen (18) extra help/contact time optional sessions for students immediately following the seven-hour contractual day. In order to fulfill the thirteen (13) hours, the durations of the eighteen (18) sessions may vary from forty (40) to sixty (60) minutes at the bargaining unit member's discretion. The bargaining unit member will be available for the full time of each session. To the extent possible, the sessions will be divided equally between the first and second semesters and...
spread out within each semester. Any required written record of a session shall only include a confirmation that the bargaining unit member was available for the session and the number of students who opted to attend the session. No session shall involve AIS, clubs, or sports. Bargaining unit member supervision for the attending children shall be limited only to the extra help/contact time sessions.

b) Bargaining unit members whose responsibilities preclude specific extra help/contact time may choose to fulfill their requirement by supervising in a homework center.

c) On any day that a student extra help/contact time session is held, the bargaining unit member’s schedule will be as follows:

1) **Blue Mountain Middle School**

The bargaining unit member scheduled student extra help/contact time will begin at 2:45 p.m.

2) **Hendrick Hudson High School**

The bargaining unit member scheduled student extra help/contact time will begin at 2:25 p.m.

d) Any exceptions to the above shall require a written waiver from the HHEA.

e) District wide changes in transportation that would affect the time periods for extra help/contact time sessions must be mutually agreed upon by the HHSD and HHEA.

3) Each bargaining unit member will submit a schedule of extra help/contact time sessions for the first quarter of the school year by September 15. For the remaining three quarters the building administration will determine the three dates for the submission of schedules. Sessions will not be scheduled after the last full day of classes.

c. The six (6) HHEA professional hours shall be fulfilled according to the “Professional Activities to be Used to Fulfill Six (6) HHEA Professional Hours” (Appendix I).

2. Two half-days and one full-day elementary rating day, not to include the last day of school, 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 reinstituted if and when they are again legal in terms of the state requirements for student attendance:
   a. the half-days before Thanksgiving and Christmas recesses
   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.
SECTION 2 - PAYROLL PROCEDURES

1. Payroll checks will be issued bi-weekly on Thursday, or a specific day mutually agreed upon by the Calendar Committee.

2. Contractual salaries will be divided by 21 to determine the bi-weekly amount except for those bargaining unit members who request a division by 25 payments on appropriate forms furnished by the Business Office.

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 administration, 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

A. PURPOSE

1. 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.

B. DEFINITIONS

1. "Grievance" shall mean any complaint by a bargaining unit member or group of bargaining unit members or 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 chief executive officer.

4. The term "days" shall mean school days.

5. "Association" shall mean Hendrick Hudson Education Faculty 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.

C. 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 present and state its views at all stages of this procedure beyond Stage I.
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.

**D. 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. This 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 committee, to evaluate a grievance at any stage and to provide or withdraw representation at any later stage. If the 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 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.

E. 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 ten (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. This Agreement shall be effective as of July 1, 2008, and shall continue in effect through June 30, 2011.

B. The Association and Board agree that all proposed items have been discussed during the negotiations leading to this Agreement, and agree that negotiations will not be reopened on any item, whether contained in 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 of 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 has 
given approval.

HENDRICK HUDSON EDUCATION 
ASSOCIATION

By: [Signature]
1st Vice President for 
Negotiating Committee

HENDRICK HUDSON SCHOOL 
DISTRICT BOARD OF EDUCATION

By: [Signature]
Superintendent of Schools

By: [Signature]
President, Hendrick Hudson 
Education Association

By: [Signature]
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 B  1 - Teacher Contract Salary Schedule
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Appendix C  Retirement Incentive

Appendix D  Educational Leadership

Appendix E  Family and Medical Leave Act

Appendix F  Teacher-in-Charge

Appendix G  APPR - Annual Professional Performance Review

Appendix H  Class Size & Composition Committee
Committee on Compensation for Coaching
Committee on Compensation for Co-Curricular Activities
Committee on Annual Professional Performance Review
Committee for Enrichment Courses at BMMS

Appendix I  Professional Activities to be Used to Fulfill Six (6) HHEA Professional Hours

Appendix J  Emergency Temporary Waiver of Teacher Load

Appendix K  Waiver – Flu Shot
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.

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

Beth Mazzeo
Hendrick Hudson Education Association
Beth Mazzeo, President

April 23, 1985
(Date)
### HENDRICK HUDSON SCHOOL DISTRICT

#### HHEA 2008-2009 SALARY SCHEDULE

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## INDEX SCHEDULE

<p>| Step | B.A. | 4.1  | 4.2  | 4.3  | 4.4  | 4.5  | 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 |
| 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 |
| 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   | 1.960 | 2.004 | 2.048 | 2.092 | 2.136 | 2.180 | 2.224 | 2.268 | 2.312 | 2.338 | 2.370 |</p>
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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.

1. 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.

2. A. 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.

B. 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.
### III. Athletic Assignments

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| 1.70  | 15   | 11,905 | 10,074 | 9,158  | 8,700  | 8,242  | 7,784  | 7,326  | 6,868  | 6,410  | 5,953  | 5,495  | 5,037  | 4,579  | 3,663  |
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| 1.70  | 15   | 12,232 | 10,351 | 9,410 | 8,939 | 8,469 | 7,998 | 7,528 | 7,057 | 6,587 | 6,116 | 5,646 | 5,175 | 4,705 | 3,764 |
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 be 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 % Units column of Step 1 of the co-curricular salary schedule."
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To be determined on # of trips
Co-Curricular Assignments

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*Bookstore will be 40 or 20 units based on the number of hours of operation.
The first step of this salary schedule shall increase by the negotiated salary increase. The remaining steps will increase by the index in the second column.
# 2009-10 CO-CURRICULUM SALARY SCHEDULE

## 2.75% INCREASE

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The first step of this salary schedule shall increase by the negotiated salary increase. The remaining steps will increase by the index in the second column.
# 2010-11 CO-CURRICULUM SALARY SCHEDULE

## 2.75% INCREASE

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The first step of this salary schedule shall increase by the negotiated salary increase. The remaining steps will increase by the index in the second column.
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 1999-00 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.

Revised 2/21/96
BENEFITS

35 or more years of active service in HHSD - 33.3% of final year's base salary and longevity pay plus $5000.

24 to 34 years of active service in HHSD - 33.3% of final year's base salary and longevity pay plus $2500.

15 to 23 years of active service in 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 the 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.
It is mutually recognized that in the HHSD, 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 Hendrick Hudson School 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 Assistant Superintendent).
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 Assistant Superintendent for Instruction and Personnel, 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 Assistant Superintendent for Instruction and Personnel.
5. Providing information to the building principals and/or the Assistant Superintendent for Instruction and Personnel 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.
6. Assisting in the communication and development of the plan for nursing services.
7. Representing the school nurses at the most appropriate monthly grade level/department leaders meetings.
8. Accepting the responsibility to maintain timely articulation between the Assistant Superintendent for Instruction and Personnel and K-12 nurses.

Part B (Managerial Leadership)

Responsibilities Include:
1. Ensuring that summary notes of each meeting are forwarded to the Assistant Superintendent for Instruction and Personnel and the nurses.
2. Coordinating with the Office of Special Education 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 Assistant Superintendent for Instruction and Personnel and nurses in matters related to school health services which include, but are not limited to, reporting recommended changes and updates to the District Health Manual.

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:
   • \( < \frac{1}{2} \) the number of school days remaining in the year = zero (0) years of service
   • \( \frac{1}{2} \) or greater number of school days remaining in the year = one (1) year of service.
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 HHSD and the HHEA. 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 Roles:

<table>
<thead>
<tr>
<th>Kindergartent</th>
<th>Grade Level Leader</th>
<th>Part A</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grade 1</td>
<td>Grade Level Leader</td>
<td>Part A</td>
</tr>
<tr>
<td>Grade 2</td>
<td>Grade Level Leader</td>
<td>Part A</td>
</tr>
<tr>
<td>Grade 3</td>
<td>Grade Level Leader</td>
<td>Part A</td>
</tr>
<tr>
<td>Grade 4</td>
<td>Grade Level Leader</td>
<td>Part A</td>
</tr>
<tr>
<td>Grade 5</td>
<td>Grade Level Leader</td>
<td>Part A</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>6-8 English</th>
<th>Department Leader</th>
<th>Part A</th>
</tr>
</thead>
<tbody>
<tr>
<td>6-8 LOTE</td>
<td>Department Leader</td>
<td>Part A</td>
</tr>
<tr>
<td>6-8 Mathematics</td>
<td>Department Leader</td>
<td>Part A</td>
</tr>
<tr>
<td>6-8 Science</td>
<td>Department Leader</td>
<td>Part A</td>
</tr>
<tr>
<td>6-8 Social Studies</td>
<td>Department Leader</td>
<td>Part A</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>9-12 English</th>
<th>Department Leader</th>
<th>Parts A &amp; B</th>
</tr>
</thead>
<tbody>
<tr>
<td>9-12 Guidance</td>
<td>Department Leader</td>
<td>Parts A &amp; B</td>
</tr>
<tr>
<td>9-12 LOTE</td>
<td>Department Leader</td>
<td>Parts A &amp; B</td>
</tr>
<tr>
<td>9-12 Mathematics</td>
<td>Department Leader</td>
<td>Parts A &amp; B</td>
</tr>
<tr>
<td>9-12 Science</td>
<td>Department Leader</td>
<td>Parts A &amp; B</td>
</tr>
<tr>
<td>9-12 Social Studies</td>
<td>Department Leader</td>
<td>Parts A &amp; B</td>
</tr>
<tr>
<td>9-12 Special Education</td>
<td>Department Leader</td>
<td>Parts A &amp; B</td>
</tr>
<tr>
<td>9-12 TAM</td>
<td>Department Leader</td>
<td>Part B</td>
</tr>
</tbody>
</table>

- (Technology, Art, Music)

| 6-12 Tech/Occ. Ed. | Department Leader | Part A |
**EDUCATIONAL LEADERSHIP**

<table>
<thead>
<tr>
<th>Department</th>
<th>Leadership Title</th>
<th>Part</th>
</tr>
</thead>
<tbody>
<tr>
<td>K-5 Special Education</td>
<td>Department Leader</td>
<td>Part A</td>
</tr>
<tr>
<td>K-12 Art</td>
<td>Department Leader</td>
<td>Part A</td>
</tr>
<tr>
<td>K-12 Music</td>
<td>Department Leader</td>
<td>Part A</td>
</tr>
<tr>
<td>K-12 Library</td>
<td>Department Leader</td>
<td>Part A</td>
</tr>
<tr>
<td>K-12 Reading</td>
<td>Department Leader</td>
<td>Part A</td>
</tr>
<tr>
<td>K-12 Related Services</td>
<td>Department Leader</td>
<td>Part A</td>
</tr>
<tr>
<td>K-8 Physical Education</td>
<td>Department Leader</td>
<td>Part A</td>
</tr>
<tr>
<td>9-12 Physical Education</td>
<td>Department Leader</td>
<td>Part A</td>
</tr>
<tr>
<td>K-12 Nurse Coordinator Parts A &amp; B</td>
<td>Nurse Coordinator</td>
<td></td>
</tr>
</tbody>
</table>

The nurse coordinator shall not be required to supervise and/or evaluate RN’s, LPN’s or Heath 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:

<table>
<thead>
<tr>
<th>Department Leaders</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Part A or B</td>
<td>Part A &amp; B</td>
</tr>
<tr>
<td>$2,981</td>
<td>$5,964</td>
</tr>
</tbody>
</table>

**Leadership Training:**

If requested by the department/grade level leaders, the District shall provide the opportunity to participate in leadership training.
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 a covered employer 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, benefits, 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 Assistant Superintendent for Personnel at the District Office.
**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 judgment when called upon in response to those situations of 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

B-V School
F. G. Lindsey School
Furnace Woods School
Blue Mountain Middle School
Hendrick Hudson High School
The focus of the Hendrick Hudson School District's Annual Professional Performance Review (APPR) is to foster the spirit of collaboration between staff and administration to enhance professional growth and improve instruction for students.

The Hendrick Hudson School District's Annual Professional Performance Review contains options for tenured bargaining unit members in addition to the Traditional Evaluation Process which involves direct observations. The evaluation cycle has been established as a four-year model. The options may be chosen by tenured bargaining unit members in any three years of the established four-year evaluation cycle. At least once every four years tenured bargaining unit members will have a traditional evaluation. In each year of the four-year cycle, two of the New York State Education Department (NYSED) mandated criteria areas will be the focus of the evaluation process. Within a four-year cycle, all eight NYSED mandated criteria areas will be included as focus areas in the evaluation process. The remaining two criteria areas, supporting district and building philosophies and goals and future goals, may be addressed in any year.

The District administrators reserve the right to include any criteria area in any year. Any HHEA bargaining unit member reserves the right to include any additional criteria areas in his/her annual evaluation process.

For probationary bargaining unit members, all eight NYSED mandated criteria areas will be included annually as focus areas in the Traditional Evaluation Process.
<table>
<thead>
<tr>
<th>NYSED MANDATED CRITERIA AREA</th>
<th>DEFINITION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Content Knowledge</td>
<td>The bargaining unit member demonstrates a thorough knowledge of the subject matter and curriculum.</td>
</tr>
<tr>
<td>Preparation</td>
<td>The bargaining unit member demonstrates appropriate preparation employing the necessary pedagogical practices to support instruction.</td>
</tr>
<tr>
<td>Instructional Delivery</td>
<td>The bargaining unit member demonstrates that the delivery of instruction results in active student involvement, appropriate teacher/student interaction and meaningful lesson plans resulting in student learning.</td>
</tr>
<tr>
<td>Classroom Management</td>
<td>The bargaining unit member demonstrates classroom management skills supportive of diverse student learning needs which create an environment conducive to student learning.</td>
</tr>
<tr>
<td>Student Development</td>
<td>The bargaining unit member demonstrates knowledge of student development, an understanding and appreciation of diversity, and the regular application of developmentally appropriate instructional strategies for the benefit of all students.</td>
</tr>
<tr>
<td>Student Assessment</td>
<td>The bargaining unit member demonstrates that he or she implements assessment techniques based on appropriate learning standards designed to measure students' progress in learning.</td>
</tr>
<tr>
<td>Collaboration</td>
<td>The bargaining unit member demonstrates that he or she develops effective collaborative relationships with students, parents or caregivers, as needed, and appropriate support personnel to meet the learning needs of students.</td>
</tr>
<tr>
<td>Reflective and Responsive Practice</td>
<td>The bargaining unit member demonstrates that practice is reviewed, effectively assessed and appropriate adjustments are made on a continuing basis.</td>
</tr>
<tr>
<td>HHSD CRITERIA AREA</td>
<td>DEFINITION</td>
</tr>
<tr>
<td>--------------------------------------------------------</td>
<td>----------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Supports District and Building Philosophy and Goals</td>
<td>The bargaining unit member demonstrates an awareness of and a support for District and building philosophy and goals.</td>
</tr>
<tr>
<td>Future Goals Cooperatively Determined by Immediate Supervisor or Principal and Bargaining Unit Member</td>
<td>The bargaining unit member and immediate supervisor or principal cooperatively agree to future goals.</td>
</tr>
</tbody>
</table>
Annual training in exemplary practice for conducting performance evaluations will be provided and required of all administrators who evaluate the professional personnel in the district prior to conducting a formal observation of any professional staff member. The initial training will take place prior to the opening of school, with follow up sessions during the school year. The focus of the training will be on instruction and supervision through the lens of the ten criteria areas. The criteria areas that are the focus of the year’s evaluation process work will be shared with the staff at the beginning of the school year on the first Superintendent’s Conference Day.
The NYSED Commissioner's regulations require that bargaining unit members providing instructional services or pupil personnel services be evaluated annually. Based on the above description of the four-year evaluation process, each tenured bargaining unit member will meet annually with his/her immediate supervisor or principal and choose, using the Notification/Completion Form, one of the methods of evaluation listed below by September 30th. With the exception of the Traditional Evaluation Process, a Descriptor Form for the chosen method of evaluation will be submitted by October 31st. (All methods and resources will be available by the 2003-2004 school year.) Regardless of the methodology chosen by the tenured bargaining unit member, the administration maintains the right to do classroom observations at any time.

Every probationary bargaining unit member will be involved in the Traditional Evaluation Process.

1. **Traditional Evaluation Process**
   - Tenured bargaining unit member must select this option at least once in every four-year cycle.

2. **Professional Growth Plan (PGP)**
   - The PGP involves a project with the goal of acquiring skills and/or knowledge that leads to improved professional performance. The project may be designed by an individual bargaining unit member or by two or more bargaining unit members as a collegial activity. There will be a minimum of two (2) update sessions during the school year between the project participant(s) and the immediate supervisor or principal. At the conclusion of the process, each bargaining unit member will have available a completed Reflection Form that will be used solely to facilitate a discussion of the project with the immediate supervisor or principal. A list of possible PGP project activities is found on page 7.

3. **Cognitive Coaching**
   - Cognitive Coaching is a process that enables two bargaining unit members to work together in a collaborative model to improve their professional performance. This process involves planning conferences, observations, and reflecting conferences. After training in cognitive coaching, the bargaining unit members apply specific strategies to enhance each other's professional performance. Cognitive coaching sessions will be done at least three times during the school year. At the conclusion of the process, each bargaining unit member will have the following available solely to facilitate a discussion of the project with the immediate supervisor or principal: a completed Reflection Form and a list of dates on which planning conferences, observations, and reflecting conferences were held.

4. **Videotaping**
   - The goal of videotaping is to improve professional performance through reflection on recorded performance. A bargaining unit member who chooses this option will be
videotaped during a minimum of three lessons throughout the school year using a schedule mutually agreed upon with the immediate supervisor or principal. At the conclusion of the process, the bargaining unit member will have the following available solely to facilitate a discussion with the immediate supervisor or principal: a completed Reflection Form, lesson plans and videotapes of each lesson. Sufficient time will be given for the immediate supervisor or principal to review the lesson plans and videotapes prior to the discussion. The District will provide training sessions for interested bargaining unit members, with hands-on practice for each participant. The District will have sufficient training sessions.

5. **Self-Evaluation**
   A self-evaluation process involves the bargaining unit member's selection of an area of focus with the goal of improving professional performance. There will be a minimum of two update sessions during the school year between the bargaining unit member and the immediate supervisor or principal. At the conclusion of the process, the bargaining unit member will have available a completed Reflection Form that will be used solely to facilitate a discussion of the project with the immediate supervisor or principal.

6. **Portfolio**
   The bargaining unit member will collect a series of planning materials and student work in a portfolio with the goal of improving professional performance. There will be a minimum of two portfolio update sessions during the school year between the bargaining unit member and the immediate supervisor or principal. At the conclusion of the process, the bargaining unit member will have the following available solely to facilitate a discussion of the project with the immediate supervisor or principal: a completed Reflection Form and the portfolio.
Hendrick Hudson School District

POSSIBLE PROFESSIONAL GROWTH PLAN PROJECT ACTIVITIES

1. Pilot instructional units consistent with NYS standards and curriculum
2. Development of performance based assessment(s)
3. Interdisciplinary instructional work
4. Implementation of cooperative learning strategies
5. Integration of computer technology in classroom instruction
6. Other activities/projects which lead to improved instruction
7. Application of course work
8. Independent research or self study
9. Application of workshops
10. Application of conferences/seminars
11. School visitations to study their programs
12. Study group
13. Committee work
14. Co-teaching
15. Assisting a student teacher
16. Workshop leader
17. Observation by outside consultant
18. National Board Certification
19. Parent education workshops
20. Video documentation of your workshop(s) or presentation(s)
Hendrick Hudson School District
ANNUAL PROFESSIONAL PERFORMANCE REVIEW

NOTIFICATION/COMPLETION FORM

Name ___________________________ School Year ____________

Building ___________________________

Assignment ___________________________ Due Date: By October 3, 2008

Immediate Supervisor or Principal ___________________________

APPR Criteria 2008-09

Tenured Bargaining Unit Members

Reflective and Responsive Practice: All criteria apply

Student Development

Support of District and Building Philosophy and Goals

Future Goals Cooperatively Determined by Immediate Supervisor and/or Principal and Bargaining Unit Member

APPR Methods of Evaluation (Choose One)

☐ 1. Traditional Evaluation Process [This process must be chosen at least once in every four (4) year cycle.]

☐ 2. Professional Growth Plan (Complete the Descriptor Form)

☐ 3. Cognitive Coaching (Complete the Descriptor Form)

☐ 4. Videotaping (Complete the Descriptor Form)

☐ 5. Self Evaluation (Complete the Descriptor Form)

☐ 6. Portfolio (Complete the Descriptor Form)

Certification of Notification:

Bargaining Unit Member’s Signature: ____________________________

Date Submitted: ____________________________

Immediate Supervisor’s or Principal’s Signature: ____________________________

Certification of Completion:

Immediate Supervisor’s or Principal’s Signature: ____________________________

Date: ____________________________
1. Descriptor Form

   Bargaining Unit Member’s Signature: _________________________________
   Date Submitted: _________________________________
   Immediate Supervisor’s or Principal’s Signature: _________________________________
   Date: _________________________________

2. Update Sessions Required for Chosen Method of Evaluation

   Date of Session: _________________________________
   Bargaining Unit Member’s Signature: _________________________________
   Immediate Supervisor’s or Principal’s Signature: _________________________________

   Date of Session: _________________________________
   Bargaining Unit Member’s Signature: _________________________________
   Immediate Supervisor’s or Principal’s Signature: _________________________________

   Date of Session: _________________________________
   Bargaining Unit Member’s Signature: _________________________________
   Immediate Supervisor’s or Principal’s Signature: _________________________________

   Date of Session: _________________________________
   Bargaining Unit Member’s Signature: _________________________________
   Immediate Supervisor’s or Principal’s Signature: _________________________________

3. Reflection Form and Materials Required for Chosen Method of Evaluation

   Bargaining Unit Member’s Signature: _________________________________
   Date: _________________________________
   Immediate Supervisor’s or Principal’s Signature: _________________________________
   Date: _________________________________
Hendrick Hudson School District

CHosen Method Of Evaluation Descriptor Form

Name ___________________________ School Year __________

Building ___________________________

Assignment ___________________________ Due Date: By October 31

Immediate Supervisor or Principal ___________________________

Method of Evaluation ___________________________

1. List the established goal(s) for your chosen method of evaluation.

2. Give a brief description of the activities planned to accomplish your goal(s).

3. How will the planned activities enhance your professional growth and/or improve your instruction for the students?

4. What support(s) or resources are needed?

Bargaining Unit Member’s Signature ___________________________ Date ___________________________

Immediate Supervisor’s or Principal’s Signature ___________________________ Date ___________________________
1. How successful were you in accomplishing the established goal(s) for your chosen method of evaluation?

2. Evaluate how your activities supported the accomplishment of your goal(s).

3. Explain how the planned activities enhanced your professional growth and/or improved your instruction for the students.
4. Describe any difficulties you encountered during your work.

5. Is there any follow-up work in which you wish to be involved?
Hendrick Hudson School District

PRELIMINARY TEACHER IMPROVEMENT PLAN (Local)
TEACHER IMPROVEMENT PLAN (NYSED Mandated)

Introduction

When a tenured bargaining unit member's overall level of performance falls below a level deemed satisfactory when judged against the established contractual standards and criteria for the District Annual Professional Performance Review, to the extent that the bargaining unit member is deemed by the immediate supervisor and/or principal to have difficulties significant enough that these difficulties seriously compromise the bargaining unit member's ability to be an effective educator, then the immediate supervisor and/or principal will implement the procedures listed below. The purpose of these procedures will be to offer all available resources to help the bargaining unit member rectify the significant difficulties in meeting the contractual standards and criteria for the District Annual Professional Performance Review and to help return the bargaining unit member's level of performance to a satisfactory level.

Procedures

1. The bargaining unit member's immediate supervisor and/or principal will recommend a Preliminary Improvement Plan I (PIP I) after completing an evaluation of the bargaining unit member using the evaluation guidelines and procedures established in the contract. This evaluation will be based on at least three (3) separate observations during which the immediate supervisor and/or principal found on all occasions significant difficulties to be present in the bargaining unit member's performance.

2. The bargaining unit member's immediate supervisor and/or building principal will meet with the bargaining unit member and an HHEA representative to inform the bargaining unit member that he/she is being placed on a PIP I. The bargaining unit member will be notified in writing of his/her placement on a PIP I. Copies of the notification will be sent to the Superintendent and the President(s) of the HHEA.

3. On the same day the bargaining unit member is notified that he/she is being placed on a PIP I the Superintendent of the HHSD shall deliver the following, accompanied by a dated cover letter, to the President(s) of the HHEA:
   a) Copies of any observations and the evaluation that have led to a determination to place the bargaining unit member on a PIP I.
   b) Copies of any responses written regarding the observations and the evaluation.

4. After the completion of the PIP I notification process, a written PIP I will be prepared at a meeting within thirty (30) calendar days. This plan will be prepared by the bargaining unit member's immediate supervisor and/or principal and bargaining unit member in consultation with the Assistant Superintendent for Instruction and Personnel. An HHEA representative
will be present at this meeting. The components of the PIP I will include, but not be limited to, the following:

a) Any specific behaviors, criteria, or standards which are unsatisfactory and in need of improvement will be identified.

b) Any specific criteria, standards, or appropriate and reasonable behaviors which are required for a satisfactory level of performance will be identified.

c) A program designed to achieve a satisfactory level of performance will be outlined. The program will include a list of specific performance directives, the frequency and time frame for observations for the purpose of recording and discussing the bargaining unit member's progress, the dates for progress reviews based on written observations, and the reasonable completion date for the PIP I.

d) If requested by either the bargaining unit member or the immediate supervisor and/or principal, an additional evaluator from among the District administrators will be provided.

e) The Traditional Evaluation Process will be used to evaluate the bargaining unit member's progress.

5. All performance evaluations by administrators will follow the evaluation procedures set forth in Article VIII.

6. At the completion of the PIP I the bargaining unit member will receive a copy of the evaluation resulting from the PIP I. A copy of the PIP I and the evaluation will be added to the bargaining unit member's personnel file. A copy of this evaluation will be sent to the Superintendent.

7. If the bargaining unit member receives a satisfactory evaluation at the completion of the PIP I, there will be a written recommendation from the immediate supervisor and/or building principal that he/she return to the regular evaluation methods as described in the District APPR. A copy of this recommendation will be placed in the bargaining unit member's personnel file. Copies of this recommendation will be sent to the Superintendent and the President(s) of the HHEA.

8. If the bargaining unit member is not to receive a satisfactory evaluation at the completion of the PIP I, the bargaining unit member, representatives of the administration and representatives of the HHEA will meet to evaluate the PIP I structure and process.

9. If the bargaining unit member does not receive a satisfactory evaluation at the completion of the PIP I, the immediate supervisor and/or building principal will notify the bargaining unit member in writing that he/she is being placed on a Preliminary Improvement Plan II (PIP II). Copies of this notification will be sent to the Superintendent and the President(s) of the HHEA. Any and all documentation contained in the PIP I will be provided to the individual bargaining unit member, along with a notice of the bargaining unit member's right to Association representation at all meetings associated with PIP II.

10. On the same day the bargaining unit member is notified that he/she is being placed on PIP II the Superintendent of the HHSD shall deliver the following, accompanied by a dated cover
letter, to the President(s) of the HHEA:

a) Copies of any observations and the evaluation that have led to a determination to place the bargaining unit member on the PIP II.
b) Copies of any responses written regarding the observations and the evaluation.
c) A copy of the minutes from the meeting evaluating the PIP I structure and process.

11. Upon receipt of the immediate supervisor’s and/or principal’s notification, the Superintendent will review the reasons for the notification at a meeting with the bargaining unit member’s immediate supervisor and/or principal, the identified bargaining unit member, and a representative of the HHEA.

12. After the completion of the PIP II notification process, a written PIP II will be prepared at a meeting within thirty (30) calendar days. This plan will be prepared by the bargaining unit member’s immediate supervisor and/or principal and bargaining unit member in consultation with the Assistant Superintendent for Instruction and Personnel. An HHEA representative will be present at this meeting. The components of the PIP II will include, but not be limited to, the following:

a) Any specific behaviors, criteria, or standards which are unsatisfactory and in need of improvement will be identified.
b) Any specific criteria, standards, or appropriate and reasonable behaviors which are required for a satisfactory level of performance will be identified.
c) A program designed to achieve a satisfactory level of performance will be outlined. The program will take into account the results of the meeting evaluating the PIP I structure and process and will include a list of specific performance directives, the frequency and time frame for observations for the purpose of recording and discussing the bargaining unit member’s progress, the dates for progress reviews based on written observations, and the reasonable completion date for PIP II.
d) If requested by either the bargaining unit member or the immediate supervisor and/or principal, an additional evaluator from among the District administrators will be provided.
e) The Traditional Evaluation Process will be used to evaluate the bargaining unit member’s progress.

13. All performance evaluations by administrators will follow the evaluation procedures set forth in Article VIII.

14. At the completion of PIP II, the bargaining unit member’s immediate supervisor and/or principal will submit the evaluation resulting from PIP II and a written report on the outcome of PIP II to the Superintendent. Copies of this evaluation and report will be sent to the bargaining unit member and the Assistant Superintendent for Instruction and Personnel. Notification of the outcome of the PIP II will be sent to the President(s) of the HHEA. A copy of PIP II, the evaluation resulting from the PIP II, the report, and notification of the outcome of the PIP II will be added to the bargaining unit member’s personnel file.

15. If the bargaining unit member receives a satisfactory evaluation at the completion of PIP II, there will be a written recommendation from the immediate supervisor and/or building principal that he/she return to the regular evaluation methods as described in the District
APPR. A copy of this recommendation will be placed in the bargaining unit member’s personnel file. Copies of this recommendation will be sent to the Superintendent and the President(s) of the HHEA.

16. If the bargaining unit member is not to receive a satisfactory evaluation at the completion of PIP II, the bargaining unit member, representatives of the administration and representatives of the HHEA will meet to evaluate the PIP II structure and process.

17. If the bargaining unit member does not receive a satisfactory evaluation at the completion of PIP II, the immediate supervisor and/or building principal will notify the bargaining unit member in writing that he/she is being placed on a Teacher Improvement Plan (TIP). Copies of this notification will be sent to the Superintendent and the President(s) of the HHEA. Any and all documentation contained in PIP II will be provided to the individual bargaining unit member, along with a notice of the bargaining unit member’s right to Association representation at all meetings associated with the TIP.

18. On the same day the bargaining unit member is notified that he/she is being placed on a Teacher Improvement Plan the Superintendent of the HHSD shall deliver the following, accompanied by a dated cover letter, to the President(s) of the HHEA:
   a) Copies of any observations and the evaluation that have led to a determination to place the bargaining unit member on a Teacher Improvement Plan.
   b) Copies of any responses written regarding the observations and the evaluation.
   c) A copy of the minutes from the meeting evaluating the PIP II structure and process.

19. Upon receipt of the immediate supervisor’s and/or principal’s notification, the Superintendent will review the reasons for the notification at a meeting with the bargaining unit member’s immediate supervisor and/or principal, the identified bargaining unit member, and a representative of the HHEA.

20. After the completion of the TIP notification process a written TIP will be prepared at a meeting within thirty (30) calendar days. This plan will be prepared by the bargaining unit member’s immediate supervisor and/or principal and bargaining unit member in consultation with the Assistant Superintendent for Instruction and Personnel. An HHEA representative will be present at this meeting. The components of the TIP will include, but not be limited to, the following:
   a) Any specific behaviors, criteria, or standards which are unsatisfactory and in need of improvement will be identified.
   b) Any specific criteria, standards, or appropriate and reasonable behaviors which are required for a satisfactory level of performance will be identified.
   c) A program designed to achieve a satisfactory level of performance will be outlined. This program will take into account the results of the meeting evaluating the PIP II structure and process and will include a list of specific performance directives, the frequency and time frame for observations for the purpose of recording and discussing the bargaining unit member’s progress, the dates for progress reviews based on written observations, and a reasonable completion date for the TIP consistent with those of PIPs I and II, unless otherwise agreed to by all parties involved. The District may hold the bargaining unit member’s base salary at its current level during the TIP.
d) If requested by either the bargaining unit member or the immediate supervisor and/or principal, an additional evaluator from among the District administrators will be provided.

e) The Traditional Evaluation Process will be used to evaluate the bargaining unit member’s progress.

21. This plan will be signed by the bargaining unit member’s immediate supervisor and/or principal, the bargaining unit member, and the Assistant Superintendent for Instruction and Personnel. The HHEA representative may sign only as a witness to the proceedings.

22. All performance evaluations by administrators will follow the evaluation procedures set forth in Article VIII.

23. At the completion of the TIP, the bargaining unit member’s immediate supervisor and/or principal will submit the evaluation resulting from the TIP and a written report on the outcome of the TIP to the Superintendent. Copies of this evaluation and report will be sent to the bargaining unit member and the Assistant Superintendent for Instruction and Personnel. Notification of the outcome of the TIP will be sent to the President(s) of the HHEA. A copy of the TIP, the evaluation resulting from the TIP, the report, and notification of the outcome of the TIP will be added to the bargaining unit member’s personnel file.

24. If the bargaining unit member receives a satisfactory evaluation at the completion of the TIP, there will be a written recommendation from the immediate supervisor and/or building principal that he/she return to the regular evaluation methods as described in the District APPR. A copy of this recommendation will be placed in the bargaining unit member’s personnel file. Copies of this recommendation will be sent to the Superintendent and the President(s) of the HHEA. Any salary withheld during the TIP process shall be returned and the bargaining unit member will be placed on step as though he/she had not been placed on a TIP.

25. If the bargaining unit member has not exhibited an improvement in performance to a satisfactory level in accordance with the TIP, the Superintendent may take appropriate action. If a 3020a hearing is not elected in this case by the District, the salary freeze shall not continue and any salary withheld during the TIP process shall be returned, and the bargaining unit member will be placed on step as though he/she had not been placed on a TIP.

26. The bargaining unit member involved in a PIP or TIP may have an HHEA representative present at any meeting regarding this matter.

27. The bargaining unit member involved in a PIP or TIP has the right to respond in writing to any and all reports, observations, or evaluations that are placed in his/her personnel file as a part of a PIP or TIP in accordance with the contract. Such responses will be attached to these documents in his/her personnel file.

28. Nothing in the PIP or TIP procedures will prohibit any bargaining unit member from exercising his/her contractual or legal rights, including grievance and arbitration procedures.
29. If the PIP or TIP requires that the identified bargaining unit member collaborate with any mentor(s), the President(s) of the HHEA, with the consent of the identified bargaining unit member, shall be given the option of choosing from either within the HHEA or outside of the HHEA those persons who are willing and able to serve as mentors in the required capacity. Mentors chosen from within the HHEA shall be tenured teachers in the District. Mentors will have demonstrated outstanding teaching and instructional abilities, effective written and oral communication skills, content area mastery, and knowledge of a variety of instructional and classroom techniques. An effort will be made to assign a mentor with certification in the same area as the identified bargaining unit member. Any HHEA mentor assigned to the identified bargaining unit member will establish a mutually agreed upon collaboration schedule with the identified bargaining unit member to facilitate the accomplishment of the PIP or TIP. Assigned HHEA mentors will be provided with substitutes when necessary and paid, with the approval of the Assistant Superintendent for Instruction and Personnel, the Extended School Program rate for their mentoring time beyond the contract day. No mentor will evaluate the identified bargaining unit member nor report to the Administration on any matters concerning the PIP or TIP.

30. Any person who agrees to assist as a mentor in any PIP or TIP will not be requested to testify in any evaluative manner in any subsequent hearings.
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 Hendrick Hudson School 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 this 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 HHEA and HHSD 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 Hendrick Hudson Education Association representatives, appointed by the President of the HHEA, and Hendrick Hudson School 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) HHSD administrators, one (1) member of the HHEA negotiating team and four (4) HHEA 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 Hendrick Hudson Education Association representatives, appointed by the President of the HHEA, and Hendrick Hudson School 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) HHSD administrators, one (1) representative of the HHEA negotiating team and four (4) HHEA 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 that one or more recommendations may have to be negotiated.
COMMITTEE FOR ANNUAL PROFESSIONAL PERFORMANCE REVIEW
4. A committee of HHEA representatives, appointed by the President of the HHEA, 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 HHEA and the HHSD by February 1, 2010.

COMMITTEE FOR ENRICHMENT COURSES AT BMMS
5. A committee composed of HHSD administrators and HHEA 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 HHSD and HHEA.
Appendix I

PROFESSIONAL ACTIVITIES TO BE USED TO FULFILL SIX (6) HHEA PROFESSIONAL HOURS

Directions: The following professional activities may be used to fulfill the six (6) HHEA professional hours. Please use the number in front of the activity when you fill in the District form that follows.

1. Voluntary participation in a group that meets after the end 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, and grade-level groups not mentioned below.

2. Preparing and sharing of best practices or projects with a group

3. Attending workshops, in-service courses, or conferences outside the contractual day

4. Developing a plan to integrate technology into any part of the instruction

5. Creating new instructional materials or strategies or tailoring existing strategies to meet the learning needs of the students

6. Mentoring of teachers in an approved District program

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 aides and monitors for work in the classroom with children.

23. Preparing and providing workshops and presentations for parents.


25. Writing grants that benefit the Hendrick Hudson School District's children or programs.

26. Coordinating IST at the elementary level.

27. Other opportunities which require approval from the principal and Assistant Superintendent for Instruction and Personnel.
Hendrick Hudson School District

Professional Activities to be Used to Fulfill Six (6) HHEA Professional Hours

Name: ___________________________ School Year: ___________________

Building: ________________________ Assignment: _______________________

Principal: ________________________

Date: __________________________

Directions: Please fill in the requested information for each activity chosen. Once all six (6) 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.

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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.
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):

________________

Bargaining 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: ___________________________ Date: ___________________________

Hendrick Hudson School District

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: ___________________________ Date: ___________________________

Hendrick Hudson Education Association
WAIVER

I understand that the Hendrick Hudson Central School District (District) has made arrangements to administer flu shots to Hendrick Hudson Education Association (HHEA) bargaining unit members on campus pursuant to Article III, Section J of the Collective Bargaining Agreement between the District and the HHEA. 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.