



## Cornell University ILR School

### NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see <http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853  
607-254-5370 [ilrref@cornell.edu](mailto:ilrref@cornell.edu)

#### Contract Database Metadata Elements

Title: **Hyde Park Central School District and Hyde Park Administrators Association (2002)**

Employer Name: **Hyde Park Central School District**

Union: **Hyde Park Administrators Association**

Effective Date: **07/01/02**

Expiration Date: **06/30/07**

PERB ID Number: **8053**

Unit Size:

Number of Pages: **24**

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

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

**AGREEMENT**  
**BETWEEN THE**  
**HYDE PARK CENTRAL SCHOOL DISTRICT**  
**AND**  
**HYDE PARK ADMINISTRATORS'**  
**ASSOCIATION**

7/1

- 2002 - 2003
- 2003 - 2004
- 2004 - 2005
- 2005 - 2006
- 2006 - 2007 <sup>6/30</sup>

## Table of Contents

Article I	Preamble .....	1
Article II	Recognition .....	1
Article III	HPAA Privileges .....	2
Article IV	Responsibilities of Administrators .....	3
Article V	Work Year, Vacations, Holidays, and Leaves	3
	Work Year .....	3
	Vacations .....	4
	Holidays .....	4
	Leaves .....	5
	Sick Leave .....	5
	Sick Leave Liquidation .....	6
	Critical Illness/Funeral Leave ..	7
	Pregnancy Disability Leave .....	7
	Child Care Leave .....	8
	Adoptive Leave .....	8
	Leave Return Notice .....	8
	Personal Business Leave .....	9
Article VI	Negotiations Procedures .....	9
Article VII	Compensation .....	10
Article VIII	Benefits .....	11
	Health Insurance .....	11
	Health Insurance Buy-Out Option ....	13
	Welfare Benefit Trust .....	13
	Comparable Health Benefits .....	14
	Life Insurance .....	14
	HPAA Welfare Trust .....	14
Article IX	Retirement Incentive .....	14
Article X	Course Work/In-Service Credit .....	15
	Course Work .....	15
	In-Service Credit .....	15
Article XI	Professional Association .....	16
Article XII	Protection of Administrators .....	16
Article XIII	Posting of Positions .....	17
Article XIV	Personnel Files .....	18
Article XV	Jury Duty .....	19
Article XVI	Physical Examination .....	19
Article XVII	Prohibition Against Smoking .....	20
Article XVIII	Substitute Teacher/Secretary Calling ..	20

Article XIX	Grievance Procedure .....	21
Article XX	Duration .....	22

## ARTICLE I

### PREAMBLE

In order to effectuate the provisions of the Public Employees Fair Employment Act (Article 14 of the Civil Service Law), also known as the Taylor Law, this contract is entered into between the Hyde Park Administrators' Association (hereinafter referred to as "HPAA") and the Hyde Park Central School District (hereinafter referred to as the "District").

## ARTICLE II

### RECOGNITION

The Board hereby recognizes HPAA as the exclusive bargaining agent and representative for all interim, probationary, and tenured full-time building administrators in the Hyde Park Central School District. The professional positions incorporated in such recognition are as follows:

1. All Principals, Assistant Principals and Deans of Students
2. All Subject Area Directors and the Director of Guidance

Newly created administrative positions may be included based upon review of job responsibilities.

## ARTICLE III

### HPAA PRIVILEGES

A. The Board shall deduct from the salary of each member of HPAA, who so authorizes in writing, dues for membership in any professional organization so designated by said member on or before September 30. The HPAA must furnish to the District before that date the fee structure of all such organizations. The HPAA and the District shall determine the number of pay periods of said deduction. The District shall promptly transmit such deductions to the authorized organization or association.

B. The Board shall deduct from the salary of each member of HPAA, who so authorizes in writing, monies in order to participate in a plan for the purchase of a tax-sheltered annuity in accordance with IRS Code Section 403(b). Companies on file with the Board shall be available from which a member desiring to participate in such annuity may choose.

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

C. The Board shall deduct from the salary of each member of HPAA, who so authorizes in writing (payroll deduction), designated monies and promptly transmit such deductions to the authorized teachers' credit union.

## ARTICLE IV

### RESPONSIBILITIES OF ADMINISTRATORS

A. In general, a building principal shall have complete authority and responsibility within his/her own school regarding all personnel in that school and he/she is responsible directly to the Superintendent and Board of Education.

B. Principals, Assistant Principals, Deans of Students and Directors shall be involved in the development and recommendations regarding policies, programs and curriculum matters which they are responsible for implementing.

## ARTICLE V

### WORK YEAR, VACATIONS, HOLIDAYS, and LEAVES

#### A. WORK YEAR

The work year for the positions covered by this Agreement shall be twelve (12) months from July 1 through June 30.

It is recognized that twelve-month administrators may have job responsibilities that require their presence and leadership beyond the normal workday. Twelve month administrators may accrue compensatory time at a rate three (3) days per year. This time is to be taken at those recess periods within the confines of the instructional school year when the teaching staff and students are not in session. All compensatory time may not be accrued beyond the year in which it is earned. During the first year of the agreement all members of the unit, in the employ of the District on June 30, 2002, shall convert seven (7) days compensatory time to salary at a rate of 1/240th of their salary.

## **B. VACATION**

1. Administrators on a twelve-month contract shall receive thirty-two (32) days fully paid vacation annually, exclusive of holidays. Vacation shall be deemed earned on a pro rated monthly basis. A maximum of seventy-five (75) days may be accumulated. Any vacation days not taken in the event of leaving the employment of the District or in the event of death shall be paid to the employee or his/her lawful representative. The daily rate of pay shall be determined by dividing the current annual rate of pay by 240 for all members in the employ of the District on June 30, 2002, for members employed thereafter, the rate of pay shall be determined by dividing the annual rate of pay by 260.

2. Administrators beginning employment on or after July 1, 2002 shall receive 20 vacation days per year for the first three years of employment, 25 days after earning tenure and 32 days per year after five years of employment.

3. The time or times of taking said vacation shall be mutually agreed upon between the Administrator and the Superintendent.

4. Twelve-month Administrators shall take a minimum of fifteen (15) vacation days per year. The remainder of days per year may be accumulated towards the limit referenced above. Use of less than fifteen (15) vacation days per year shall be upon the approval of the Superintendent, based upon the business necessity of the School District.

## **C. HOLIDAYS**

1. For all HPAA members, the following days shall be holidays:

Independence Day, Labor Day, Yom Kippur (if school is not in session), Rosh Hashanah (if school is not in session), Columbus Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Day Before Christmas, Christmas, New Year's Day, Martin Luther King Day, President's Day, Good Friday, Day After Easter and Memorial Day.

All other weekdays, even though schools are not in session, will be considered workdays for Administrators.



Unit members shall not be required to work on school emergency closing days unless they choose to do so as a matter of professional responsibility or are directed to do so by the Superintendent of Schools. In addition to the above, all unit members having such responsibility shall assure the safety of their facility so that it is ready to receive students when school reopens.

2. Major religious holidays - Administrators shall be allowed three (3) days of paid leave per year for major religious holidays of their faith which require absence during school hours.

#### D. LEAVES

##### 1. SICK LEAVE

a. Sick leave shall be granted for personal illness, personal injury, or physical disability and shall not include personal leave.

b. All twelve-month Administrators regularly employed by the School District who are absent from duty because of personal sickness, personal injury, or physical disability shall be allowed sick leave at the rate of twenty (20) days per year.

c. Sick leave days may be accumulated to a total of two hundred forty (240) working days for twelve-month administrators.

d. If an Administrator is unable to perform his/her duties because of a continuing personal illness or injury and has exhausted annual and accumulated sick leave benefits, the Superintendent shall, upon medical verification of such personal illness or injury, grant the Administrator an additional period of sick leave of up to ten (10) days beyond the benefit that has been accumulated. In instances where the additional benefit is not sufficient to cover the period of extended illness or injury, the Board of Education shall, upon medical verification of the extended illness or injury, grant additional sick leave, with pay, as follows:

1. All regular Administrators with at least three (3) years of regular administrative /teaching service in the Hyde Park Central School District, shall be allowed sick leave without loss of salary for up to one school year, including the annual sick leave allowance, additional sick leave granted by the Superintendent, and any accumulated days. For purposes of this benefit, school year shall be defined as the Administrator's normal work year.

2. All Administrators with less than three (3) years of regular administrative/teaching service in the District shall be allowed up to ninety (90) days of leave, including the annual sick leave allowance, additional sick leave granted by the Superintendent, and any accumulated days.

3. All Administrators with less than two (2) years of regular administrative/teaching service in the District shall be allowed up to sixty (60) days of leave, including the annual sick leave allowance, additional sick leave granted by the Superintendent, and any accumulated days.

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

## 2. SICK LEAVE LIQUIDATION

a. An Administrator retiring with fifteen (15) or more years of regular service in the Hyde Park Central School District shall be granted one day's pay (based on 1/240th of the administrator's base salary earned in the final year of service) for every two (2) days of unused sick leave at the time of retirement [Subject to Article V, (D) (1) (C)]. This rate shall be 1/260<sup>th</sup> for all new administrators that begin employment on or after July 1, 2002.

b. In order to receive this benefit, the Administrator must give written notice to the Board of Education and Superintendent of intent to retire at least ten (10) months in advance.

### 3. CRITICAL ILLNESS OR FUNERAL LEAVE

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

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

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

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

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

### 4. PREGNANCY DISABILITY LEAVE

a. In the case of pregnancy it shall be the duty of the Administrator to inform the Superintendent of the expected due date within a reasonable time after the determination of pregnancy.

b. The Administrator shall be obligated to inform the Superintendent of the desired commencement date of childcare leave. Such notice shall be given at least one month before the desired date, but in no event less than six (6) weeks prior to the expected due date.

## 5. CHILD CARE LEAVE

a. Administrators may apply for childcare leave without pay. Such leave may be granted for up to two (2) years.

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

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

d. For all Administrators who are on probationary appointments who request, and are granted child care leave, the time that any such Administrator is on child care leave will not be counted toward the period of probation.

e. The Board will return the Administrator to the previous school and position.

## 6. ADOPTIVE LEAVE

An Administrator adopting a child may receive similar child care leave without pay if requested within thirty (30) days after the assignment of the child.

## 7. LEAVE RETURN NOTICE

Whenever an employee is on an extended leave of absence with or without pay (i.e., for a period in excess of three [3] months), it shall be the obligation of the employee to advise the District of his/her intention to return from leave or resign from his/her position at least thirty (30) days prior to the end of the leave, as set forth in the resolution of the Board of Education conferring such leave.

## 8. PERSONAL BUSINESS LEAVE (UNLIMITED)

Each unit member shall be entitled to an unlimited number of days of personal leave pursuant to the following restrictions:

Personal leave shall be allowed only for personal business that requires the administrator 's presence away from school during the workday that is:

a. of such a nature that it cannot be attended to at any other time; and

b. approved in advance by the Superintendent. Requests for more than one day at a time shall be subject solely to the discretion of the Superintendent.

## ARTICLE VI

### NEGOTIATIONS PROCEDURES

A. Negotiation for a successor agreement covering the years subsequent to June 30, 2007 shall be commenced at any time upon the request of either party. A mutually acceptable meeting date shall be set not more than fifteen (15) calendar days following such request. Such request shall be made not earlier than January 1 nor later than February 15, except by Mutual consent.

B. Following the initial meeting, such additional meetings shall be held until the parties reach an agreement or until an impasse is reached.

C. In the event that impasse is reached the procedures of Section 209 of the Civil Service Law with respect to mediation and fact-finding shall be utilized in an effort to solve the dispute.

D. The parties will meet on or before December 1, 2004 to negotiate salary increases for the 2005-06 and 2006-07 school years. Should the parties fail to come to an agreement the salary schedule shall increase as in the 2004-05 school year.

## ARTICLE VII

### COMPENSATION

This salary schedule applies to unit members employed on 6/30/02					
YEARS →	0-5 years	6-10 years	11-15 years	16-20 years	21-25 years
<b>PRINCIPAL</b>					
2002-03	\$89,481.47	\$92,464.18	\$95,446.90	\$98,429.61	\$101,412.33
2003-04	\$92,165.91	\$95,238.11	\$98,310.31	\$101,382.50	\$104,454.70
2004-05	\$94,930.89	\$98,095.25	\$101,259.62	\$104,423.97	\$107,588.34
<b>ASSISTANT PRINCIPAL</b>					
2002-03	\$76,000.00	\$80,000.00	\$83,516.37	\$84,047.37	\$86,945.56
2003-04	\$78,280.00	\$82,400.00	\$86,021.86	\$86,568.79	\$89,553.92
2004-05	\$80,628.40	\$84,872.00	\$88,602.52	\$89,165.86	\$92,240.54
<b>DIRECTOR</b>					
2002-03	\$83,515.85	\$86,498.75	\$89,481.92	\$92,464.18	\$95,446.94
2003-04	\$86,021.33	\$89,093.71	\$92,166.38	\$95,238.11	\$98,310.35
2004-05	\$88,601.97	\$91,766.52	\$94,931.37	\$98,095.25	\$101,259.62

This salary schedule applies to unit members employed on or after 7/01/02					
YEARS →	0-5 years	6-10 years	11-15 years	16-20 years	21-25 years
<b>PRINCIPAL</b>					
2002-03	\$86,945.56	\$89,843.74	\$95,446.90	\$98,429.61	\$101,412.33
2003-04	\$89,553.92	\$92,539.05	\$98,310.31	\$101,382.50	\$104,454.70
2004-05	\$92,240.54	\$95,315.22	\$101,259.62	\$104,423.97	\$107,588.34
<b>ASSISTANT PRINCIPAL</b>					
2002-03	\$75,352.81	\$78,251.00	\$81,149.19	\$84,047.37	\$86,945.56
2003-04	\$77,613.40	\$80,598.53	\$83,583.66	\$86,568.79	\$89,553.92
2004-05	\$79,941.80	\$83,016.49	\$86,091.17	\$89,165.86	\$92,240.54
<b>DIRECTOR</b>					
2002-03	\$81,149.19	\$84,047.37	\$86,945.56	\$92,464.18	\$95,446.94
2003-04	\$83,583.66	\$86,568.79	\$89,553.92	\$95,238.11	\$98,310.35
2004-05	\$86,091.17	\$89,165.86	\$92,240.54	\$98,095.25	\$101,259.62

The salary schedule shall be increased by 3.00 % in each of the first three years of this agreement.

The High School Principal shall receive an additional annual stipend of \$4,000.00

The Middle School Principal shall receive an additional annual stipend of \$3,000.00

During the 2002-03 school year only, an additional stipend of \$1,500.00 shall be paid to an Elementary Principal to serve as Elementary Coordinator

An additional stipend of \$1,500.00 will be paid to any unit member who earns a doctorate degree while in the employ of the District.

Unit members who have prior service with the District as teachers will receive credit for salary purposes on a two for one basis, i.e. for every two years of prior service as a Hyde Park teacher a unit member will receive one year of credit for salary purposes.

Deans of Students employed by the District on July 1, 2002 will be appointed as Assistant Principals with credit for their service as Deans of Students for salary, seniority and probationary service purposes.

## ARTICLE VIII

### BENEFITS

#### A. HEALTH INSURANCE

The District shall contribute one hundred percent (100%) of the cost of individual coverage and Ninety-five percent (95%) towards the cost of family coverage in the District's health insurance plan or health maintenance organization.

The District will establish a Section 125 Internal Revenue Code Cafeteria Plan which will provide unit members with the opportunity to have employee health insurance premium contributions paid for through a salary reduction program.

The District and the Association may mutually agree to purchase equivalent to superior insurance from another carrier such as Empire Plan/Blue Cross of Albany. The Hyde Park Administrators' Association agrees that it shall not unreasonably withhold its consent regarding such change in carrier; provided, however, that any dispute regarding the withholding of such consent shall be subject to expedited arbitration pursuant to the voluntary rules of the American Arbitration Association Labor Arbitration Panel.

In the event that the Empire Blue Cross/Blue Shield Matrix plan becomes unavailable through the Dutchess Educational Health Insurance Consortium (DEHIC) during the term of this agreement, the parties shall meet to determine a replacement health insurance program. Should the parties fail to agree in a timely manner, the District shall implement the DEHIC P.P.O. plan.

Notwithstanding the provision above, all unit members who become 55 years of age or older during the 1997-98 school year and who give notice to retire within thirty (30) days of the ratification of this contract shall be eligible to receive this incentive to retire, and shall be entitled to District paid health insurance premium contributions of 100% towards individual or 95% towards family monthly premium costs during their retirement. Effective with the 1997-98 school year, entitlement to the health premium contributions referenced above shall be conditional upon the unit member retiring to receive T.R.S. payments, effective June 30 of the school year in which the unit member is first eligible to receive retirement benefits without penalty, or at age fifty-five (55) at the administrator's discretion.

Unit members who delay their retirement beyond that point of initial eligibility as described above shall receive health insurance payments as follows. If at the time of retirement the unit member has accumulated sick leave of at least one hundred (100) days and up to one hundred fifty-nine (159) days, the District shall pay 60% of the individual premium cost of the District's health insurance plan for individual coverage and 40% of the family cost for family coverage under the District's health insurance plan. Those unit members who at the time of retirement have at least one hundred sixty (160)-days of accumulated sick leave shall be entitled to District contributions of 65% of the individual premium cost of the District's health insurance plan for individual coverage and 50% of the family premium cost for family coverage under the District's health insurance plan.



## B. HEALTH INSURANCE BUY-OUT OPTION

Unit members who are otherwise health insured may voluntarily opt out of the District's health insurance program and receive a payment of \$1750.00 effective July 1, 1997 per annum, for opting out. The employee must give written notice of opting-out at the dates specified below and must also produce proof of other health insurance at the time of making application for the buy-out.

Written notice shall be given to the Business Office on or before May 31st for each period commencing July 1st of the following school year.

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

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

## C. WELFARE BENEFIT TRUST

The District shall contribute the funds required to provide for participation in the Hyde Park Teachers' Association Welfare Fund for members of this bargaining unit, provided however, that the per capita contribution for this bargaining unit shall not exceed the per capita District contribution for members of the Hyde Park Teachers' Association. In the event that participation in the Hyde Park Teachers' Association Welfare Fund is not allowed, the parties will immediately reopen negotiations for the purpose of selecting alternative dental insurance and other insurance plans which may be mutually agreeable.

#### D. COMPARABLE HEALTH BENEFITS

In the event that the District negotiates more favorable health or dental insurance provisions with the Hyde Park Teachers' Association, absent any objection by that Association, the same terms negotiated shall apply to members of this bargaining unit as soon as they become effective for members of the HPTA bargaining unit.

If the HPTA objects to the application of more favorable benefits to members of this bargaining unit, then, upon reaching such agreement with the HPTA, negotiations shall immediately be reopened with the bargaining representative of the Hyde Park Administrators' Association for the purpose of negotiating the subject(s) upon which more favorable terms were reached with the HPTA.

#### E. LIFE INSURANCE

The District shall pay for the yearly premium to fund a group plan providing individual unit members with a \$100,000.00 term life insurance and \$100,000.00 accidental death/dismemberment insurance policy. Upon retirement, the amount of insurance that the District will provide shall be reduced to \$5,000.00 of term life insurance only.

#### F. HPAA WELFARE TRUST

Effective July 1, 1997, and for each year thereafter, the District shall contribute to the HPAA Welfare Fund the amount of \$300.00 for each HPAA member.

### ARTICLE IX

#### RETIREMENT INCENTIVE

Unit members who give written notice to the Board of Education Clerk at least one (1) year before resigning for the purpose of retirement effective June 30<sup>th</sup> of the school year in which the unit member is first eligible to receive retirement benefits from the New York State Teachers' Retirement System, without penalty (or at age 55 at the administrator's desire), shall be entitled to be paid a retirement incentive benefit equal to thirty five percent (35%) of their final year's salary in addition to the amount of money otherwise due pursuant to the provisions of Article

V (B) (1) and (D) (2). The retirement incentive shall be made between July 1<sup>st</sup> and June 30<sup>th</sup> of the school year in which the retirement becomes effective. This retirement incentive shall not exceed one hundred percent (100%) of the administrator's final salary.

## ARTICLE X

### COURSE WORK/IN-SERVICE CREDIT

#### A. COURSE WORK

Administrators regularly employed by the district who have completed requirements for New York State permanent certification for administrative and supervisory service, and are taking additional course work, will be granted tuition reimbursement up to 75% of the tuition per semester hour, provided the course is beneficial to the school system and approved in advance by the Superintendent.

#### B. IN-SERVICE CREDIT

Effective July 1, 1997 one hundred dollars (\$100.00) shall be paid for a period of five (5) years for every fifteen (15) hours of District sponsored in-service course work for which the Administrator presents a certificate of completion. The enrollment levels and class composition of District sponsored in-service courses shall be determined by the District and the instructor. The Association may recommend in-service courses to the Superintendent.

## ARTICLE XI

### PROFESSIONAL ASSOCIATION

The Board shall reimburse members up to a maximum of seven hundred fifty (\$750.00) dollars annually for membership dues in state and/or national professional organizations. These monies may not be used for organizations that are not in compliance with New York State Municipal Law.

## ARTICLE XII

### PROTECTION OF ADMINISTRATORS

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

B. The Board of Education will reimburse employees covered by this agreement up to one thousand dollars (\$1000.00) per occurrence for personal clothing, glasses, and jewelry damaged or destroyed in the course of maintaining discipline or restoring order, or as the result of an assault by a pupil while the administrator is on duty in the school building, on school premises, or at other school sponsored activities.

C. The Board of Education will reimburse employees covered by this agreement up to one thousand dollars (\$1000.00) per occurrence for personal vehicles damaged or destroyed in the course of maintaining discipline or restoring order, or as the result of an assault by a pupil while the administrator is on duty in the school building, on school premises, or at other school sponsored activities.

D. The Board of Education will reimburse employees covered by this agreement up to one thousand dollars (\$1000.00) per occurrence for personal property damaged or destroyed in the course of maintaining discipline or restoring order, or as the result of an assault by a pupil while the administrator is on duty in the school building, on school premises, or at other school sponsored activities.

### ARTICLE XIII

#### POSTING OF POSITIONS

All vacancies in professional positions, other than classroom teaching positions, shall be publicized as follows:

A. Notice of the opening shall be publicized in the individual school bulletins and posted on the teachers' bulletin boards at least ten (10) school days before applications are closed, except in emergency situations where said date of anticipated appointment shall be announced. The President of the Association shall receive copies of all posted notices and it shall be his/her responsibility to inform the members of the Association of the posted notices.

B. The posting shall clearly set forth the qualifications for the position. All professional personnel who possess the necessary qualifications so stated without regard to age, race, creed, color, religion, sex, or marital status shall be permitted to file a written application within the time limit.

C. No applicant who does not meet the District's qualifications and State Certification requirements will be appointed, even on an interim basis. The District reserves the right to reject all applications and re-publicize the vacancy. Should a vacancy not be filled and another Administrator(s) assume(s) the responsibility of the vacated position, the Administrator(s) will each receive additional compensation in the amount of one hundred dollars (\$100.00) per day beginning with the first day of coverage.

D. Grievances concerning this Article may be brought only on procedural matters.

## ARTICLE XIV

### PERSONNEL FILES

All unit members shall have the right upon request to review the contents of their personnel files. A representative of the Association at the unit member's request may accompany him/her in this review. The review shall be made in the presence of the Administrator responsible for the safekeeping of these files, or a designee. One copy of any material included in the files shall be reproduced upon request. The personnel file shall be defined as the file maintained in the Office of the Superintendent of Schools. Privileged information such as confidential credentials and related personal references normally sought at the time of employment are specifically exempted from review. The Administrator or designee shall in the presence of the unit member, remove them from the file prior to the review of the file by the unit member. All communications, including evaluations, commendations and validated complaints directed toward the unit member which are added to a unit member's personnel file, shall be called to the unit member's attention at the time of inclusion. The unit member shall acknowledge that such material has been read by affixing his or her signature on the actual copy to be filed with the understanding that such signature merely signifies that the material to be filed has been read and does not necessarily indicate agreement with its content. Failure to sign and/or read such material shall result in having said refusal noted on the material by the Administrator or designee involved. The unit member shall have the right to make a written answer to any material filed, and this answer shall be attached to the file copy. All unit members desiring to have commendations or other materials regarding their professional qualifications made a part of their personnel files shall submit the same to the Office of the Superintendent.

## ARTICLE XV

### JURY DUTY

A. Members shall be granted leave without loss of pay as may be necessary in order to perform jury duty. Such leave shall not be deducted from any other leave allowance. When members receive a notice of call to jury duty, they shall notify their immediate supervisors to that effect.

B. Members on jury duty shall be allowed to retain any and all monies received from the Court to cover any travel expenses incurred.

C. Members shall be required to return to work the day following the completion of jury duty.

## ARTICLE XVI

### PHYSICAL EXAMINATION

A. Members may have a comprehensive medical examination as follows:

1. Prior to age 40, once every three (3) years.
2. Ages 40 to 50, once every two (2) years.
3. Age 50 and above, once each year.

B. Following such examination, the member shall file with the Superintendent a statement signed by the physician attesting that the comprehensive medical exam has been completed. Such statement shall be treated as confidential information by the Superintendent and the Board.

C. The Board will underwrite the cost of said required examination(s) including all laboratory tests, up to five hundred dollars (\$500.00).

## ARTICLE XVII

### SUBSTITUTE TEACHER/SECRETARY CALLING

A. The Board shall continue to maintain the present substitute teacher calling service.

B. The District shall establish and maintain a substitute secretarial calling service or procedure without requiring the Building Administrators to perform such work.

## ARTICLE XVIII

### GRIEVANCE PROCEDURE

A. A grievance is a claim by any member or group of members of this unit based upon any event or condition affecting the terms and conditions of their employment as contained in this contract.

B. A grievance, to be considered by the Superintendent and/or Board, must be filed in writing with the Superintendent no later than thirty (30) working days after the employee knew or should have known of its occurrence

C. The Superintendent shall meet and discuss the matter with the grievant and/or the grievant and his/her unit representative if the grievant so wishes, within ten (10) days of receiving said grievance, and notify the grievant within ten (10) working days of his/her decision.

D. If the grievant is dissatisfied with the response of the Superintendent, and wishes review by the Board, he/she shall file his/her appeal to the Board within five (5) working days after receipt of the Superintendent's response. Upon receipt, the Board shall process the grievance and notify the grievant of its decision within fifteen (15) working days.

E. The decision of the Board of Education pursuant to paragraph "D" above shall be final.



ARTICLE XIX

DURATION

The term of this agreement shall be from July 1, 2002 through June 30, 2007.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the 22nd day of January, 2003.



\_\_\_\_\_  
SUPERINTENDENT OF SCHOOLS  
HYDE PARK CENTRAL SCHOOL DISTRICT



\_\_\_\_\_  
PRESIDENT  
HYDE PARK ADMINISTRATORS' ASSOCIATION  
HYDE PARK CENTRAL SCHOOL DISTRICT