

AGREEMENT
between
the Horseheads Central School District
and the

Horseheads Association of Professional Support Staff

7/1/2022 – 6/30/2027

HORSEHEADS CENTRAL SCHOOL DISTRICT
Horseheads, New York 14845

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I. UNIT EMPLOYEE

A. Recognition

The Horseheads Central School District, hereinafter referred to as the "District" hereby recognized the Horseheads Association of Professional Support Staff (HAPSS) NYSUT AFT, NEA, AFL-CIO hereinafter referred to as the "Association" as the sole and exclusive bargaining representative for the employees in the following titles.

Cook Manager
Licensed Practical Nurse
Occupational Therapist
Physical Therapist
School Social Worker
Social Work Assistant
Senior Food Service Helper
Student Behavior Monitor

- B. Gender and Number.** Whenever the context so requires, the use of words in this agreement in the singular shall be construed to include the plural and words in the plural shall be construed to include the singular. Words, whether they are in the masculine, feminine, or neutral gender, shall be construed to include all of the said genders unless the contract would require that the gender apply to only one sex. By the use of the aforesaid genders, it is understood that it is for convenience purposes only and that said use is not to be interpreted to be discriminatory by reason of sex.

C. Grievance

1. Definition

A "grievance" is any alleged violation of this agreement or any dispute with respect to its meaning or application.

2. Process

- a. Stage 1 - An association member, through the Association, may file a grievance by presenting a written grievance to the members supervisor within five (5) business days of when the employee knows or should have known of the events or conditions on which it is based. The supervisor shall respond in writing within fifteen (15) business days.
- b. Stage 2 - If the aggrieved party, and the Association, is not satisfied with such response or if no response is received, the member may within five business days thereof, file an appeal containing a copy of such grievance and the materials upon which it is based, if any, with the Superintendent. The Superintendent shall consider the grievance

and respond in writing within fifteen (15) business days after receipt of the grievance.

c. The decision of the Superintendent is final and binding.

D. Work Year

1. The following unit titles shall work a ten (10) month work year following the annual instructional calendar adopted by the district.

Cook Manager
Social Work Assistant
Occupational Therapist
Physical Therapist
Licensed Practical Nurse
Senior Food Service Helper
Student Behavior Monitor*

*Student behavior monitors shall work 180 days during the school year and be paid for 10 holidays, for a total of 190 days' pay over 22 pays.

School Social Workers **

**Effective July 1, 2025, the work year established for school social workers will be the work year established for instructional staff plus an additional ten (10) days to be worked during the months of June, July, August, and September. Said additional days will be scheduled by the Director of Student Services in consultation with the School Social Worker. School Social Workers will receive an annualized salary during their instructional work year.

Because of the reduction in work performed, salaries for School Social Workers shall have a one-time reduction of 7.95% effective July 1, 2025.

Also, effective July 1, 2025, any school social worker who wishes to work up to an additional 17 workdays during the summer months of June, July, August, and September shall so indicate by May 15th. Any school social worker who chooses to work up to 17 additional days during the summer will be paid on a per diem basis upon submission of verification of time worked for the additional 17 days. On or about May 1, The District shall post a list of assignments to be completed over the summer. The District will assign Social Workers, who volunteer to work up to the additional 17 days, to tasks within their buildings or district.

II. SALARY

A. Salary

Unit salaries will be as follows:

1. For the 2022-2023 school year, salaries and hourly rates are increased by 3.80% over the 2021-22 salaries plus
 - a. for those employees whose 2021-22 salary is \$30,000 or less – the lump sum of \$1000 added to base.
 - b. for those employees whose 2021-22 salary is \$30,001 to \$50,000 – the lump sum of \$500 added to base.
 - c. for those employees whose 2021-22 salary is \$50,001 to \$70,000 – the lump sum of \$250 added to base.
2. For the 2023-2024 school year, salaries and hourly rates are increased by 3.60% over the 2022-23 salaries and hourly rates plus
 - a. for those employees whose 2022-23 salary is \$33,600 or less – the lump sum of \$500 added to base.
 - b. for those employees whose 2022-23 salary is \$33,601 to \$54,800 – the lump sum of \$250 added to base.
3. For the 2024-2025 school year, salaries and hourly rates are increased by 3.50% over the 2023-24 salaries and hourly rates plus
 - a. for those employees whose 2023-24 salary is \$35,050 or less – the lump sum of \$250 added to base.
4. For the 2025-2026 school year, salaries and hourly rates are increased by 3.35% increase over the 2024-25 salaries and hourly rates.
5. For the 2026-2027 school year, salaries and hourly rates are increased by 3.20% increase over the 2025-26 salaries and hourly rates.

D. Direct Deposit

Direct deposit to any financial institution with direct deposit capability shall be the sole method of pay for all unit members.

E. Longevity Payments

Beginning July 1, 2022, all Unit members shall receive the following longevity payments:

Those employees entering their 5th year with the District shall receive a longevity payment of \$500 added to their salary.

Those employees entering their 10th year with the District shall receive a longevity payment of \$750 added to their salary.

Those employees entering their 15th year with the District shall receive a longevity payment of \$1000 added to their salary.

Those employees entering their 20th year with the District shall receive a longevity payment of \$1250 added to their salary.

Those employees entering their 25th year with the District shall receive a longevity payment of \$1500 added to their salary.

F. Educational Credits

Occupational Therapists, Physical Therapists, School Social Workers and Social Work Assistants shall receive the following annual stipend for graduate hours beyond a Bachelor's degree as follows:

Credits beyond Bachelor's Degree	Annual Compensation
1-10	\$500
11-20	\$1,000
21-30	\$1,500
31-40	\$2,000
41-50	\$2,500
51-60	\$3,000

Said stipend shall be paid in the second pay of November of each school year. It is the responsibility of the Occupational Therapists, Physical Therapists, School Social Workers and Social Work Assistants to deliver transcripts to the Human Resources office by October 15th of each school year. Returning employees need not submit transcripts in subsequent years if there are no changes to credit hours achieved.

G. Miscellaneous Allowances

1. Senior Food Service Helpers and Cook Managers.

- a. All Senior Food Service Helpers are entitled to a free lunch.
- b. All unit members will receive \$100 bi-annually for the purpose of purchasing work shoes. This will be given the 1st pay period of the school year and the first pay in February.
- c. The District will provide each Cook Manager and Senior Food Service Helper with shirts. New hires shall receive five shirts at the time of hire and returning employees shall receive two shirts at the start of each school year. Any shirts damaged in the course of employment shall be replaced. Employees receiving the district-provided shirts are expected to wear them at work. Food service employees understand that they must comply with the dress expectations that govern food service employees.

2. Cell Phone Stipend

Employees serving in the title of Student Behavior Monitor shall receive a cell phone stipend as follows:

The District will make a one-time \$200 payment towards the employee's purchase of a "Smart Phone." Thereafter, the District will contribute \$1800 per year for the service for the phone.

3. Mileage Reimbursement

All employees who are required to travel between buildings during the workday for work purposes shall be entitled to submit a claim for mileage reimbursement at the current IRS mileage rate. Claim forms must be submitted to the employee's supervisor within the first two weeks of the month to substantiate the prior calendar month's travel.

4. License Reregistration

The District shall reimburse the initial registration or triennial cost of reregistration for any Licensed Clinical Social Worker (LCSW), Licensed Master Social Worker (LMSW), Occupational Therapist (OT), or Physical Therapist (PT) who is responsible for Medicaid billing. Members shall submit request for reimbursement on or before June 30th of the school year of their reregistration. Any staff members who receive said reimbursement may be called upon by the district to provide oversight for any other district providers to accommodate Medicaid billing.

H. Stipend Position

1. Department Chair- 1.0% x Step Amount (listed below) x Number of Department District Members.

Step	2024-2025	2025-2026	2026-2027
1	\$37,736	\$37,925	\$38,304
2	\$38,409	\$38,793	\$39,569
3	\$38,519	\$38,904	\$39,682
4	\$39,073	\$39,464	\$40,253
5	\$40,512	\$40,917	\$41,735
6	\$40,623	\$41,029	\$41,850
7		\$41,140	\$41,963

III. WORK SCHEDULES

A. Workday/Work Week

1. Time recording

All HAPSS members shall record the start and end of their workday each day on the District's Wincap or similar employee financial platform.

2. 8.5- hour workday.

- a. The Student Behavior Monitor will have an 8.5-hour workday inclusive of a thirty-minute lunch.
- b. When school is not in session the workday will be 7 hours. School is considered not to be in session when neither elementary nor secondary

students are in attendance:

3. 8.0-hour workday.

- a. The following titles have a 8.0 hour workday inclusive of lunch.

Cook Manager.

4. 7.5-hour workday.

- a. 7.5-hour workday. The following titles have a 7.5-hour workday inclusive of lunch with mandatory attendance at no more than 10 afterschool meetings including, and limited to: building staff meetings, faculty meetings, open house events and department meetings. Those employees who work in multiple buildings shall attend open house events and department and faculty meetings at their primary building location.

School Social Worker
Licensed Practical Nurses
Occupational Therapists
Physical Therapists
Social Work Assistants
School Social Worker

- b. When school is not in session the workday will be 7 hours. School is considered not to be in session when neither elementary nor secondary students are in attendance:

5. 7.5-hour workday.

- a. The following titles have a 7.5-hour workday inclusive of a thirty minute lunch.

Senior Food Service Manager

B. Flex Time/Compensatory Time.

1. The titles of Cook Manager, and Student Behavior Monitor shall be permitted to accrue and use flex time as follows:

Time worked can be changed with approval by an employee's supervisor to meet the district's and the individual's needs. Unit members have workdays and work years that extend beyond normal parameters. When work schedules result in excessive hours an employee may, with prior approval of his/her immediate supervisor, utilize the concept of "flex time". Flex time must always be accrued and used only upon the express written approval from the employee's supervisor. Flex time must be used within the two

weeks after it is earned.

C. Emergency/Snow Day/ Delays

1. All employees will not work on emergency/snow days or during delays.

IV. BENEFITS

A. In-Service Courses

1. All members will be paid their hourly rate for attendance at in-service courses which are required by the District and outside of their regular contractual duties. Voluntary in-service courses will be paid at the rate of minimum wage.

Voluntary in-service courses will be paid at the rate of minimum wage with the approval of the immediate supervisor.

2. Instructor's Payment. Any member who instructs an in-service course which is held during the school day shall receive release time for the course and preparation time for the course according to the following schedule:

When instruction happens during the school day, a full day of instruction shall be eligible for two hours of compensated preparation time at the rate of \$33.71 per hour, prorated for partial days.

When instruction happens outside of the school day, member receives the hourly rate of \$33.71 per hour for the course plus one hour of compensated preparation time at the rate of \$33.71 per hour.

B. Educational Credit for Student Behavior Monitor

Student Behavior Monitors shall be afforded the opportunity to attend college level courses each work year with the District contributing a maximum of \$500 toward the cost of tuition for such courses. Such courses are to receive prior approval from the Assistant Superintendent on the appropriate form. Such course work must be taken on the employee's own time.

In addition to college level courses, Student Behavior Monitors may apply for reimbursement for other training which is designated to improve the skills of the employee. Such reimbursement must have the approval of the Assistant

Superintendent, with the training being taken on the employee's own time.

C. Driver's License.

The Student Behavior Monitor will be reimbursed in full for the cost of their driver's license upon submission of proof of purchase.

D. Conferences and Work-Related Courses.

1. The Student Behavior Monitor shall be afforded the opportunity to attend conferences costing \$1000 or up to five (5) consecutive days, whichever is greater. This is done with the prior approval of the immediate supervisor.
2. Each Occupational Therapist, Physical Therapist, and School Social Worker shall be afforded the opportunity to attend or participate in work-related courses each work year with the District contributing a maximum of Five Hundred (\$500) dollars toward the cost of tuition for such courses. Such courses are to receive prior approval from the Director of Student Services on the appropriate form. Such course work must be completed on the employee's own time, except that with the prior approval of the Director of Student Services, such work-related courses may be completed during the workday.

E. Income Protection

For all unit employees, the district provide an income protection plan which will give coverage amounting to seventy (70%) of an employee's monthly earnings not to exceed the maximum monthly benefit, less other income benefits. The maximum monthly benefit is \$5,000.

F. Flexible Benefit Plan.

All members of the unit shall be permitted to participate in the Internal Revenue Code Section 125 flexible benefit plan.

Payments under the plan shall be made by a third-party administrator selected by the District and the Association. The District shall pay the costs for the administration of the plan.

A unit member may elect a voluntary salary reduction for contributions to the plan. The plan document is incorporated by reference.

G. New York State Deferred Compensation 457 Plan.

All employees may participate in the New York State Deferred Compensation 457 Plan in accordance with provisions of the Internal Revenue Service Code. Such funds shall be owned by the individual member.

I. 403b Plan

All employees may participate in the 403b Plan offered by the District in accordance with provisions of the Internal Revenue Code. Such funds shall be owned by the individual member.

V. **LEAVES**

A. Child Care Leave

The mother of a newborn child or one who has adopted a child under three years of age at the time of the adoption, shall be entitled to an unpaid leave of absence for the purpose of childcare of said newborn child or adopted child, for a period of two years subsequent to the natal date or from the date of adoption.

B. Emergency Leave

Each employee is eligible for twenty-five (25) days of emergency leave per year, chargeable to accumulated sick leave, upon the approval of the Superintendent. Requests in excess of twenty-five (25) days must be approved by the Board of Education.

1. Emergency Leave for Cook Manager and Senior Food Service Helper. Each employee is eligible for five (5) days of emergency leave per year, chargeable to her accumulated sick leave, upon approval of her application for such leave.

C. Funeral Leave

A unit member shall be granted up to five (5) days absence at full pay for the death of father, mother, stepfather, stepmother, son, daughter, stepson, stepdaughter, spouse, sibling, mother-in-law, father-in-law, grand- parents, grandchild, or a relative in the employee's immediate household. Funeral leave will not be charged against sick leave.

D. Leave of Absence Without Pay

Any member of the unit group has the right to apply for a temporary leave of absence (not to exceed sixty {60} workdays) and return to his/her former job by submitting a written request to the Superintendent of Schools.

E. Personal Leave

Each unit employee is eligible for three (3) days personal leave per year upon the approval of application for such leave. Personal leave may be taken on either the workdays immediately before or after a holiday or recess period or in conjunction with other absence to extend a holiday or vacation with prior

approval from supervisor.

Such personal leave or part thereof if not used during the year, shall be credited to the total accumulation of sick leave days up to the maximum of 230 days.

1. Unused personal leave credit to sick leave for all employees.

F. Sick Leave

1. Sick Leave for School Social Worker and Social Work Assistant. Each School Social Worker and Social Work Assistant is eligible for nine (9) days of paid sick leave per year and at five years this will increase to eleven (11) days of sick leave per year. This leave may be accumulated up to 230 days maximum which may not be exceeded, but as soon as a person falls below that total he/she may continue to accumulate as before beginning on the first day of July each year.

Accumulated sick leave may be used for sickness in the immediate family or household. "Immediate family" means spouse, parent, brother, sister, or child. "Household" includes person(s) who reside permanently with employee.

2. Sick Leave for Student Behavior Monitor

Each member is eligible for nine (9) days of paid sick leave per year. This leave may be accumulated up to 200 days maximum which may not be exceeded, but as soon as a person falls below that total he/she may continue to accumulate as before beginning on the first day of July each year.

Accumulated sick leave may be used for sickness in the immediate family or household. "Immediate family" means spouse, parent, brother, sister, or child. "Household" includes person(s) who reside permanently with employee.

3. Sick Leave for Senior Food Service Helper and Cook Manager
Each member is eligible for nine (9) days of paid sick leave per year per year (except for the first year of employment when sick leave must be earned prior to being used), cumulative to 200 days. The maximum may not be exceeded, but as soon as a person falls below that total, she/he may continue to accumulate as before.
4. Sick Leave for LPN, Occupational Therapist, Physical Therapist

Each member is eligible for eleven (11) days of paid sick leave per year. This

leave may be accumulated up to 200 days maximum which may not be exceeded, but as soon as a person falls below that total he/she may continue to accumulate as before beginning on the first day of July each year.

Accumulated sick leave may be used for sickness in the immediate family or household. "Immediate family" means spouse, parent, brother, sister, or child. "Household" includes person(s) who reside permanently with employee.

G. Extended Sick Leave for All Unit Members

An extended sick leave bank shall be established for each employee to be used in the event of a continuous illness or an extended disability which would require the use of more sick leave than he/she had accumulated.

A request in writing, supported by a physician certification indicating the nature of the illness and/or disability, and the probable date of return to duty, shall be presented with the request. A medical examination performed by the school physician may be required if the Superintendent of Schools deems it necessary. One-half (1/2) day shall be placed in the bank for each day of unused sick leave with a maximum accumulation of fifty (50) days, to be used only when an individual has no remaining sick days.

H. Compassion Leave Bank

1. The parties recognize that there are times when employees suffer from hardships based upon being absent from work due to life-threatening or terminal illness of the employee, their spouse, or a dependent child which results in the exhaustion of the member's accrued paid leave, and the parties wish to help alleviate such hardship when possible. The Compassion Leave Bank may not be utilized for routine illness.
2. The Compassion Leave Bank will be funded up to a maximum of two hundred (200) days through the donation of one (1) sick day for the 2022-2023 school year from each existing employee who voluntarily decides to join the Bank, and one (1) sick day at the time of hire from all new employees who voluntarily decide to join. Additionally, there will be an opt-in period every September, during which time an employee who has not previously joined may do so by donating one (1) sick day. Each employee that is a member of the Bank may voluntarily donate up to five (5) sick days per year by notifying the District of the donation on or before June 30th. When an employee leaves the District for a non-disciplinary reason, he or

she may voluntarily donate up to 50% of their accumulated sick days so long as the Bank has not reached its 200-day maximum. Individuals who have not joined will not be eligible to borrow from the Bank.

3. A letter of application for use of days from the Compassion Leave Bank shall be submitted to the Superintendent or designee, the Association President, and the Association Vice-President. The letter of application shall include a statement from the attending physician verifying the illness of the employee, spouse, or dependent child, and the need for care.
 4. Up to twenty (20) days may be granted to such employee upon the majority vote of the Superintendent or designee, the Association President, and the Association Vice-President. Up to an additional twenty (20) days may be granted to an employee upon the unanimous vote of the Superintendent or designee, the Association President, and the Association Vice-President.
 5. An employee who has borrowed from the Compassion Leave Bank shall be required to repay the days borrowed at a rate of $\frac{1}{2}$ of their new annual sick day allotment. Once an employee has repaid the days borrowed in full, they will be eligible to borrow again under the terms in subsection (d) above. If an employee resigns or retires from the District prior to repaying in full the days they borrow, they will be required to return any accumulated sick days to the Bank before any sick days can be utilized for any incentive purposes, such as conversion for purposes of off-setting health insurance premium contributions in retirement.
- I. Association Leave and Attendance at Proceedings. The Association President/Officers and authorized representatives of the Association shall be released for up to four (4) total days per school year to attend the NYSUT Representative Assembly. Authorized Association members shall give appropriate notice to the building principal for these days so that appropriate coverage might be secured.

VI. INSURANCE

A. Disability Insurance

Disability insurance will be provided to all Support Staff Association members, and the premium will be paid by the District.

While an employee is on leave covered by disability insurance, the District will continue to pay the District-portion of the employee's health insurance premium as if the member was an active employee.

Sick leave credits used by an employee during a period of absence for which an award of compensation has been made and credited to the District as

reimbursement for wages paid shall be restored to the employee on a pro-rated basis equal to the sum received.

B. Health Insurance

Unit members shall be enrolled in the District's Health Care Plan Option Three. Employee contributions for health insurance shall be as follows:

2022-2023 – Effective 7/1/22, the employee contribution shall be 20% of the annual plan premium equivalent of a Single, 2-Person, or Family Plan.

2023-2024 – Effective 7/1/23, the employee contribution shall be 20% of the annual plan premium equivalent of a Single, 2-Person, or Family Plan.

2024-2025 – Effective 7/1/24, the employee contribution shall be 20% of the annual plan premium equivalent of a Single, 2-Person, or Family Plan.

2025-2026 – Effective 7/1/2025, the employee contribution shall be 20% of the annual plan premium equivalent of a Single, 2-Person, or Family Plan.

2026-2027 – Effective 7/1/2026, the employee contribution shall be 20% of the annual plan premium equivalent of a Single, 2-Person, or Family Plan.

C. Health Insurance Upon Retirement.

Upon retirement from the District, the District shall make a one-time calculation based upon the following:

$\$75 \times \text{number of accrued sick days.}$

The money resulting from this calculation shall be held on account in the business office and shall be used to offset the employee's contribution to health insurance in retirement.

In the event of the retiree's death, the retiree's spouse/dependent(s) shall be permitted to use the sick leave escrow account to continue health plan.

Unit members who are eligible to retire into the New York State Teachers' Retirement system or the New York State Employees' Retirement System, who have provided notice of retirement as outlined below to the District and who have served at least ten years in the District will receive health care benefit into retirement at the same rate and level as active employees.

1. Effective July 1, 2022, the notice required to take health insurance into retirement is thirty (30) calendar days.
2. Effective July 1, 2023, the notice required to take health insurance into

retirement is sixty (60) calendar days.

3. Effective July 1, 2024, the notice required to take health insurance into retirement is ninety (90) calendar days.
4. Effective July 1, 2025, the notice required to take health insurance into retirement is one hundred twenty (120) calendar days.
5. Effective July 1, 2026, the notice required to take health insurance into retirement is one hundred twenty (120) calendar days.
6. Effective June 30, 2027, the notice required to take health insurance into retirement is six months.

As of July 1, 2022, any insurance provided to retirees pursuant to this or successor agreements shall be a Medicare Advantage Plan upon the eligibility of the retiree.

If an employee dies before retirement and was otherwise eligible for retirement into the NYS Employees' Retirement System, the surviving spouse shall be eligible for the health insurance benefit described above. If an employee dies after retirement, the surviving spouse may continue District paid health care coverage. If the surviving spouse remarries, the District paid health care coverage shall be discontinued.

D. Health Insurance Opt-Out

Employees who have access to health insurance coverage other than through the District or whose spouses have insurance and can show that the district will be reduced by one health insurance policy shall be eligible to waive health insurance coverage from the District and will receive Four Thousand Five Hundred (\$4,500) Dollars per contract year as a one-time lump sum not to be added to the base salary. Employees electing to waive such coverage shall notify the Employer prior to June 1st of each year. New employees shall notify the Employer within thirty (30) days of employment as to their election of health insurance coverage or the sell-back. Employees who opt-out of the Health Insurance Plan shall provide to the Employer proof of other coverage. The employee shall provide such proof to the Employer, upon request by the Employer at any time during the year, within five (5) days of such request. Should an employee be unable to provide proof of other coverage, then the employee shall be enrolled in the District's Health Insurance Plan on the first day of the month following the unfulfilled request and the buy-out payment shall be pro-rated to that date. Should an employee lose such other coverage for any reason, the employee shall notify the Employer of such loss of coverage

and shall be enrolled in the Employer's Health Insurance Plan on the first of the month following such notification and the buy-out payment shall be pro-rated to that time. Pro-ration shall be based on months per year. (1/12th) of the total for each month out of the plan.)

E. Permanent Buy-out Into Retirement

Any unit employee eligible for retirement into the NYS Employees Retirement System, shall have the option to elect at the time of his/her retirement to voluntarily opt-out of District Health Insurance coverage on a permanent and non-revocable basis and receive a one-time payment in the amount of one-half (1/2) the employee's final salary. This opt-out provision is only available to those who were covered by District health insurance coverage in the year prior to retirement.

The employee/retiree must notify the District in writing on forms provided by the district of their intention to elect this option no less than 30 calendar days prior to their effective date of retirement. Payment shall be in one lump sum made directly to the employee/retiree within 30 calendar days from their effective date of retirement subject to all applicable withholdings and taxes but shall not include any deduction for union agency fees or membership dues. This opt-out shall prohibit the employee/retiree including any dependents and/or spouse from enrollment in any/all forms of District health insurance. If the employee/retiree is over 65 years of age at retirement or later, he/she shall also be prohibited from enrollment in any/all District sponsored or provided Medicare plans or Supplemental Plans.

Should this section of the contract at any time be deemed in violation of, or contrary to, any State or Federal law, rule, regulation or administrative order, the District and CSEA agree to mutually revise the section to bring the language into compliance, or if necessary, to remove the section from the collective bargaining agreement.

F. Dental Program

Employees shall be eligible to participate in the Horseheads Central School District Self Insured Dental Plan 6 at no cost to the employee.

Unit members are eligible for the above-referenced dental benefits in retirement at no cost to the Retiree.

G. Holidays

Holidays for Student Behavior Monitor. Ten (10) holidays will be granted with full

pay. The specific days will be determined by the District.

H. Vision Care

The CSEA Platinum Vision Plan will be provided to all unit members. Application must be initiated by the unit member. Members may keep the Vision Plan into retirement at no cost to the retiree.

VII. EVALUATION

A. Procedures.

1. An employee's performance shall be evaluated in writing, by his or her building administrator or supervisor in consultation with the employee's immediate supervisor. The evaluation shall be reviewed with the employee at a scheduled conference. At the completion of the conference, both the administrator and the employee shall initial the evaluation form. The administrator shall offer suggestions to assist the employee to correct instances of unsatisfactory performance before a succeeding evaluation takes place.
2. Written evaluations for all employees shall be forwarded to the Superintendent or designee by the administrator before May 31st of each year.
3. Probationary employees and untenured employees shall be evaluated at least once each year during their probationary period. Evaluations shall be forwarded to the Superintendent or designee by the administrator not later than May 31st.
4. Permanent employees and tenured employees may be evaluated at least once each year. Evaluations shall be completed and forwarded to the Superintendent or designee by the administrator no later than May 31st.
5. An employee shall be furnished with a complete copy of the evaluation report for their own records.

B. Right to Respond.

1. An employee shall have the right to make a written response to their evaluation and to have the response attached to the copy of the evaluation placed in their personnel file.

VIII. DISCIPLINE, DISCHARGE AND RIGHT TO REPRESENTATION

A. Probationary Employees

1. Discipline and dismissal procedures for Civil Service employees are afforded Sections 75 and 76 of New York Civil Service law.
2. Discipline and dismissal procedures and rights afforded tenured employees are found in Sections 3012 and 3020-a for the New York State Education Law,
3. Eligible employees shall have an opportunity, however, to respond to any counseling memorandum or documentation of incident in writing and have the response attached.

IX. DUES DEDUCTION

- A. Association dues deduction. The District agrees to deduct dues for the Association from the salaries of its members as said employees individually and voluntarily authorize the District to do so. The unit will provide the district with copies of membership cards authorizing the deduction of dues for each current and new employee that has elected to pay dues and will promptly notify the District when an employee has terminated his or her authorization to pay dues. Dues deductions are to be spread over the school year beginning with the first possible pay next succeeding the receipt of the necessary information from the Association but no later than twenty-one (21) days after receipt of such information.
- B. Dues certification. The association will certify to the District in writing the current rate of membership dues. The Association will give the District thirty (30) days written notice before the effective date of any change in membership dues.
- C. Transmission of dues. This District will transmit to the Association monies deducted for membership dues before the next payroll date after dues have been deducted.
- D. Notification of Dues Deduction Authorization. The District will, no later than September 30th of each year, provide the Association with a list of employees who have authorized the District to deduct dues for the Association.
- E. Discontinuance of Dues Deduction Authorization. An employee who wishes to discontinue his dues deduction authorization must notify the District and the Association in writing.
- F. NYSUT Member Benefit Trust. An employee may use payroll deduction for payments to the NYSUT Member Benefit Trust.
- G. NYSUT Vote-Cope. An employee may elect payroll deduction for payments to the NYSUT Vote-Cope campaign. The local shall turn in all the deduction forms three (3) weeks prior to the date the deductions begin. The District shall send a check to the Association at the end of the drive for the total amount deducted from the

membership.

X. GENERAL PROVISIONS

- A. Supersession. This agreement shall supersede any rules, regulations or practices of the District that shall be contrary to or inconsistent with its terms.
- B. Inclusion of Agreement
 - 1. This agreement constitutes the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual, consent of the parties in a written and signed amendment to the agreement.
 - 2. The parties agree that all negotiable items have been discussed during negotiations leading to this agreement, and, therefore, agree that negotiations will not be reopened on any item, whether contained herein or not, during the life of this agreement.
- C. Supremacy of Agreement. Any individual agreement or contract between the district and the individual member of the bargaining unit heretofore executed shall be subject to and consistent with the terms of this or subsequent agreements executed by the parties. If an agreement or contract contains any language inconsistent with this agreement. This agreement shall be controlling during its term.
- D. Severability. If any provision of this agreement or any application of this agreement shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting fix up to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

XI. DURATION OF AGREEMENT

The duration of this agreement shall be for a period of July 1, 2022, and ending June 30, 2027.

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.

Horseheads Central Schools

Redacted

Superintendent

Date 7/7/25

Horseheads Association of Professional
Support Staff

Redacted

Unit President

Date 7/2/2025

**MEMORANDUM OF AGREEMENT
CONTRACT RATIFICATION**

This Memorandum of Agreement is entered into by and between the Horseheads Association of Professional Support Staff (hereinafter referred to as the "Association" Or "HAPSS) and the Horseheads Central School District (hereinafter referred to as the "District"), collectively referred to as the parties.

WHEREAS, On August 17, 2023, the District recognized the newly formed Horseheads Association of Professional Support Staff (HAPSS),

WHEREAS, the parties have reached agreement and wish to memorialize their understanding, in writing, pending the signing of a new CBA;

WHEREAS this Memorandum of Agreement is subject to ratification by the District and the Association; and

WHEREAS, upon execution of this Memorandum of Agreement by the representatives of the District and the Association, the parties agree to comply with the following:

1. All terms and conditions of the status quo will be continued and shall remain in full force and effect until ratification of this agreement.
2. Upon majority vote by the Association membership ratifying this Memorandum of Agreement, the Superintendent of the District shall be notified by the President of the Association of its successful passage or failure.
3. In the event the Association ratifies this Memorandum of Agreement, the District's Board of Education shall vote on ratification of this Memorandum of Agreement.
4. The District and the Association agree that upon ratification of this Memorandum of Agreement by both parties, it shall become effective and have the full force and effect of the CBA (unless specified otherwise herein).

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, upon ratification by the parties, the parties agree that a successor CBA will continue in full force and effect, as set forth hereinabove, except that the successor CBA will reflect the following terms as attached to this Memorandum of Agreement (See ATTACHMENT)

FOR THE DISTRICT

Redacted

BY: Dr. Thomas Douglas
ITS: Superintendent of Schools

DATED: 4/10/25

FOR THE ASSOCIATION

Redacted

BY: Alisha Marie Owen Tenbus PT, DPT
ITS: President

DPT
DATED: 4/2/2025