

AGREEMENT

Between

HORSEHEADS
CENTRAL SCHOOL DISTRICT

AND

HORSEHEADS
TEACHERS' ASSOCIATION

Local 2739

Affiliated with

NYSUT, AFT and NEA
AFL-CIO

July 1, 2023 – June 30, 2028

**Horseheads Central School District
Horseheads, N.Y. 14845**

TABLE OF CONTENTS

PREAMBLE	1
ARTICLE I – PROFESSIONAL RIGHTS	2
A. Recognition.....	2
B. Definition of Teacher	2
C. Bargaining Agent and Individual Agreements.....	2
D. Communications	2
E. Facilities	2
F. Exchange of Information.....	3
G. Orientation	3
H. Representation in Conference	3
I. No Discrimination.....	3
J. Alterations in Bus Schedules by Superintendent	3
K. Association President	3
ARTICLE II – GRIEVANCE PROCEDURE.....	3
A. Definitions	3
B. Procedures	4
C. Time Limits	5
D. Stages	6
E. Grievance Form Orientation	8
ARTICLE III – EVALUATION	9
A. Evaluation Procedure	9
B. Review of Files	9
C. Files Not Public Record.....	9
D. File Entries and Responses	9
E. Professional Growth and Support Committee	9
ARTICLE IV – DISCIPLINE AND DISMISSAL.....	9
A. Tenured Teachers.....	9
B. Probationary Teachers.....	10
C. Data for Dismissal or Discharge	10
ARTICLE V – SALARIES.....	11
A. Salary Outline	11
B. School Counselors.....	11
C. Psychologists	11

D. Summer School.....	12
E. Athletic and Extracurricular Stipends	12
F. Middle School Department Chairperson; High School Department Chairperson; Elementary Grade Level Chairperson; District Coordinators.....	13
G. Course Credit Beyond the Bachelor’s or Master’s Degree at the Time of Initial Hire	13
H. Prior Experience	13
I. Professional Development after Hire	14
J. Part-Time Teachers	14
K. Student Teacher Payments.....	15
L. Paychecks	15
M. Curriculum Work	15
N. Tuition Reimbursement.....	15
O. Out of District Children.....	15
P. National Board Certification.....	15
Q. Certification for Speech-Language Pathologists.....	15
R. Doctorate	15
S. Mileage.....	15
ARTICLE VI – MEDICAL EXPENSES, RETIREMENT AND PAYROLL DEDUCTIONS.....	16
A. Employee Contributions	16
B. Health and Dental Care Plans	16
C. Health Insurance Opt-Out.....	18
D. Claim Appeal Procedure.....	19
E. Confidentiality	19
F. Conversion Privilege.....	19
G. Payment of Claims	19
H. Effective Date of Coverage.....	19
I. Coverage While on Unpaid Leave	19
J. Workers’ Compensation and Social Security	20
K. Retirement	20
L. Loans.....	20
M. Direct Deposit	20
N. United States Savings Bond.....	20
O. United Fund	20
P. New York State United Teachers Benefit Fund.....	20
ARTICLE VII – LEAVES.....	20
A. Sick Leave	20
B. Extended Sick Leave.....	21

C. Sick Leave Bank Plus/Compassion Sick Leave Bank Program.....	21
D. Funeral Leaves	22
E. Child Care Leave.....	22
F. Personal Leave	23
G. Professional Leave	23
H. Sabbatical Leave	23
I. Horseheads Central School District Mini-Sabbatical Leave Form	27
J. Emergency Leave.....	27
K. Leave of Absence Without Pay.....	28
ARTICLE VIII – CLASS SIZE.....	28
A. Middle and High Schools	28
B. Elementary Academic Classroom.....	28
C. Special Education Classes	29
D. Alternatives to Class Size	29
ARTICLE IX – TEACHING HOURS, DAYS, AND DUTIES.....	29
A. Workday	29
B. Teacher Workday	29
C. Lunch Period.....	30
D. Work Year	30
E. Faculty Meetings.....	31
F. Preparation Time – Elementary	31
G. Preparation Time – Secondary.....	32
H. Subject Areas in Secondary Schools.....	33
I. Teaching Periods in the Middle School.....	33
J. School Calendar	33
K. Traveling Teachers.....	34
ARTICLE X – ASSIGNMENTS, TRANSFERS, AND PROMOTIONS	34
A. Assignment of New Teachers	34
B. Assignment Notices.....	34
C. Area of Assignment.....	34
D. Notice of and Application for Vacancies.....	34
E. Request for Transfer.....	35
F. Notice of Hiring	35
G. Promotions to Administrative and Supervisory Positions	35
H. Involuntary Transfers	35
I. Seniority	36
J. Preferences.....	36

K. Superintendent’s Determination.....	36
ARTICLE XI – STUDENT DISCIPLINE.....	36
A. Disciplinary Rights and Responsibilities.....	36
B. Disciplinary Guidelines.....	36
ARTICLE XII – STUDENT TEACHERS.....	37
A. Qualifications of Sponsoring Teachers.....	37
B. Coordination of Programs.....	37
C. Assignment of Student Teachers.....	37
D. Team Programs	37
ARTICLE XIII – DUES DEDUCTIONS	37
A. Authorization	37
B. Authorization Form.....	38
C. Dues Certification	38
D. Notification.....	38
E. Exclusive Check-Off Rights	38
F. Transmittal of Dues.....	38
ARTICLE XIV – IN-SERVICE EDUCATION.....	39
A. Committee	39
B. Course Approval	39
C. Instructor’s Payment.....	41
D. Registration for Courses	41
E. Oversight of the Committee.....	41
ARTICLE XV – SCHOOL-BASED PLANNING AND SHARED DECISIONMAKING	41
ARTICLE XVI – MISCELLANEOUS PROVISIONS	42
A. Modification of Agreement	42
B. Agreement Superseding.....	42
C. Savings Clause	42
D. Duplication	42
E. Employee Assistance Program.....	42
ARTICLE XVII – DURATION OF AGREEMENT.....	44
ARTICLE XVII – LEGISLATIVE APPROVAL	44
ARTICLE XIX – INTERNET USAGE.....	44
APPENDIX I – SALARY SCHEDULES.....	45
APPENDIX II – ATHLETIC STIPENDS AND EXTRA AND CO-CURRICULAR STIPENDS	50

PREAMBLE

The Horseheads Teachers' Association and the Horseheads Central School District, having pledged to promote educational excellence in an atmosphere of trust and mutual respect essential in order to meet the challenges facing the educational community, set forth the following mutually developed terms and conditions ensuring quality of performance and respect for the teaching profession.

ARTICLE I – PROFESSIONAL RIGHTS

A. Recognition. The Horseheads Central School District hereby recognizes the Horseheads Teachers' Association (hereinafter "HTA") for the life of this contract, or until a successful challenge is completed by a rival unit under PERB procedure, as the exclusive and sole negotiating representative of all non-supervisory professional personnel employed by the Horseheads Central School District (hereinafter "District") who are paid according to the teachers' pay schedule attached hereto and shall not recognize or bargain with any other representative of the teachers in the bargaining unit. The bargaining unit shall include:

- Classroom Teachers
- Speech and Hearing Therapists
- School Counselors
- Special Education Teachers
- Attendance Teachers
- All Special Teachers (e.g. Librarians, Art Teachers, Physical Education Teachers, Technology Teachers, Family and Consumer Science Teachers, Music Teachers, Gifted and Talented Teachers)
- Psychologists
- Reading Specialists
- Dean of Students
- Long-term Substitutes hired for a semester or more

Daily substitute teachers, including contract substitutes, shall not be included in the bargaining unit for any purpose. The District shall, however, for the convenience of its employees, honor dues deduction requests from long-term, full-time substitutes.

Part-time teachers hired for less than one (1) semester are not included in the unit for any purpose.

B. Definition of Teacher. The term "teacher," when used hereinafter in this Agreement shall refer to all employees in the bargaining unit defined in Article 1A.

C. Bargaining Agent and Individual Agreements. Any individual agreement or contract between the School District and an individual member of the bargaining unit, heretofore executed, shall be subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If an individual agreement or contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

D. Communications. No other teachers' association except the Horseheads Teachers' Association shall have the right to use the communications systems, including but not limited to bulletin boards, faculty mailboxes, interschool mail delivery, and public address systems during the period HTA is legally recognized as the bargaining agent for the teachers.

E. Facilities.

1. When space is available to the mutual satisfaction of the Superintendent, Building Principals and Association President, the parties agree that this space may be designated as location for the conduct of Association business.
2. When space has been so designated, the Association shall be permitted to install and maintain a telephone at Association expense, under supervision of the Director of Facilities Services.
3. Similar space in the same building will be substituted when, in the judgment of the Superintendent, the original location is needed for educational purposes. Any expense in such

transfer will be assumed by the District.

4. The President, Vice President, and Grievance Chair of the Association shall be provided with access to all instructional buildings during the hours of 7 a.m. – 4 p.m. on school days. Additionally, the President shall have access to the space designated by the District for HTA purposes in the same building as the Association President is assigned whenever reasonable.

F. Exchange of Information. Both parties shall furnish each other, upon reasonable request, all available information pertinent to the issue(s) under consideration within thirty calendar days.

G. Orientation. The Association shall be provided thirty (30) minutes on the agenda of the new teacher orientation program.

H. Representation in Conference. Any Association member shall have the right to appear with a representative of the Association when consulting with administrative personnel for any reason relating to the terms of this contract, or for any reason relating to the disciplining or discharge of the teacher. An Association member may choose a specific representative of the Association so long as there is no resulting delay beyond the same day or as mutually agreed by the parties, to a meeting scheduled by administration. The teacher shall be notified in advance of the nature of such consultation so as to determine the teacher's rights of representation. Likewise, a teacher requesting a conference in accordance with this section shall notify the administrator in advance of the reason for the request.

I. No Discrimination. The District shall not discriminate against any employee for the purpose of encouraging or discouraging membership in, or participation in, the activities of any employee organization.

J. Alterations in Bus Schedules by Superintendent. No alteration in the bus schedule, which impacts the teachers' work schedule, shall be made without consultation with the Association prior to implementation.

K. Association President. Whenever the Association President is a secondary teacher, reasonable efforts shall be made to adjust his/her teaching schedule so that his/her preparation period falls at the end of the school day. That period and any unstructured time may be used for Association purposes. Whenever the Association President is an elementary teacher, reasonable efforts shall be made to adjust his/her schedule so that his/her preparation periods fall adjacent to the lunch hour. Those periods, as well as any unstructured time, may be used for Association purposes. This section shall not require the changing of student schedules or a reassignment of classroom teaching duties. The Association President shall be relieved of all non-teaching responsibilities. The Association President/Officers and authorized representatives of the Association shall be released for up to fifty (50) days per school year for Association business activities including State and National Association activities. Authorized Association members shall give appropriate notice to the building principal for these days so that appropriate coverage might be secured.

ARTICLE II – GRIEVANCE PROCEDURE

A. Definitions.

1. Contract Grievance: Any alleged violation of this agreement or any dispute with respect to its meaning or application. May be processed through binding arbitration.

2. Policy Grievance: An alleged violation of Board policies relating to teacher wages, hours and conditions of employment. May be processed to the Board of Education only. The decision of the Board at this stage is final and binding on the parties and non-arbitrable.

3. Aggrieved Party: The teacher who submits a grievance.

The Association may file a grievance in its own name only when Association rights, not employee rights have allegedly been violated.

4. Joint Grievances:

(a) In the event that a grievance is alleged to have occurred against more than one teacher, one (1) grievance covering all of the aggrieved parties may be filed with the building principal or the immediate supervisor responsible.

(b) In the event that a grievance is alleged to involve more than one building principal, the grievance may be filed with the Superintendent so as to allow the parties to seek an informal resolution at that level. If the alleged grievance is not resolved informally, such grievance may then be filed formally at Stage 2.

(c) Joint grievances shall be signed by each teacher involved.

B. Procedures.

1. All grievances shall include the name and position of the aggrieved party, the identity of the provision of this Agreement or policy involved in the said grievance, the time when and the place where the alleged events or conditions constituting the grievance existed, the identity of the party responsible for causing the said events or conditions, if known to the aggrieved party, and a general statement of the nature of the grievance and the redress sought by the aggrieved party.

2. All decisions shall be rendered in writing at each step of the grievance procedure, setting forth findings of fact, conclusions and supporting reasons therefor. Each decision shall be promptly transmitted to the teacher and the Association.

3. All reasonable efforts will be made to avoid interruption of classroom activity and to avoid involvement of students in any phase of the grievance procedure.

4. The Superintendent of Schools and the Association agree to facilitate any investigation which may be required and to make available within five (5) school days related material and relevant documents, communications and records concerning the alleged grievance to the Horseheads Teachers' Association excepting confidential appraisals and/or recommendations and provided that the information or material is in the possession of the District in the form requested.

5. An aggrieved party and any party in interest shall have the right at all stages of a grievance to confront all witnesses called against him, to testify and to call witnesses on his own behalf and to be furnished with a copy of any minutes of the proceedings made at each and every stage of this grievance procedure.

6. No interference, coercion, restraint, discrimination, or reprisal of any kind will be taken by the district, by any member of the administration, by the Association against the aggrieved party, any party in interest, any representative, or any other participant in the grievance procedure, any other person by reason of such grievance or participation therein.

7. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents will be jointly developed by the Superintendent and the Association. Said Superintendent shall then have them duplicated and distributed so as to facilitate operation of the grievance procedure.

8. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

9. Nothing continued herein will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance informally adjusted. In the event that any grievance is adjusted without formal determination pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall in all respects be final, said adjustment shall not create a precedent or ruling binding upon either of the parties to this Agreement in future proceedings.

10. The Superintendent (or designee) shall be responsible for accumulating and maintaining an Official Grievance Record, which shall consist of the written grievance, all exhibits, transcripts, communications, minutes, and notes of testimony, as the case may be, written arguments and briefs considered at all levels other than Stage 1a and all written decisions at all stages. The District shall be responsible for summarizing the positions presented by each party at Stages 2 and 3, and will make such position summaries available within ten (10) school days of the conclusion of the hearings at Stages 2 and 3. The Official Grievance Record shall be available for inspection and copying by the aggrieved party and the Association but shall not be deemed a public record.

11. This grievance procedure does not apply to disciplinary actions and grievances arising thereunder, which are covered by the procedures of Article IV of the contract. Any member of the bargaining unit electing to assert a claim under this grievance procedure waives the right to assert a claim arising out of the same matter or seeking the same or similar relief in any other forum, court or administrative agency. Any member of the bargaining unit who commences an action in court or before an administrative agency in the State of New York seeking remedies which may be sought under this grievance procedure waives any claim or rights under the grievance procedure.

C. Time Limits.

1. Since it is important to good relationships that grievances be processed as rapidly as possible, every effort will be made by all parties to expedite the process. The time limits specified for either party may be extended only by mutual agreement. The parties acknowledge that from time to time, this time frame will need to be extended. The HTA may request that the District grant an extension for filing a written grievance. This request may not be unreasonably denied by the District.

2. No written grievance will be entertained as described below and such grievances will be deemed waived unless written grievance is forwarded at the first available stage within one (1) calendar month of the act or condition on which the grievance is based, unless occurring within one (1) calendar month prior to the closing of school, in which event it shall be filed within three (3) calendar months.

3. If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this Agreement shall be barred.

4. Failure of the appropriate administrator or hearing officer to adhere to the time limits specified hereunder shall permit the HTA to argue a violation of the grievance procedure at Stage 3 and if sustained, the District shall be responsible to pay all costs of the arbitration proceeding providing the matter could otherwise go to Stage 3.

5. In the event a grievance is filed on or after June 1st, both parties will agree on a schedule directed to completing the grievance procedure before the end of the school year. If such a procedure is not

reasonably possible, a grievance procedure will be carried to completion at the beginning of the next school term.

D. Stages.

1. Stage 1: Building Principal.

(a) A teacher having a grievance shall present it to his building principal or to the immediate supervisor responsible with the objective of resolving the matter informally. The teacher may do so either alone or at his option in the company of a representative of the Association. The principal or immediate supervisor shall be notified in advance that the purpose of the meeting is a Stage 1a grievance presentation. Within three (3) school days, the HTA and/or the grievant shall be in receipt of the principal's or immediate supervisor's written decision. If the written response is not received within three (3) school days, the HTA and/or grievant will be given one (1) extra school day for every day the response was late to file to the next stage.

(b) If the grievance is not resolved informally, the teacher shall have the responsibility of reducing the grievance to writing and presenting it to the principal of the building involved, or if the grievance involves more than one building, it should be presented to the appropriate building principals. Within five (5) school days, the HTA and/or the grievant shall be in receipt of the principal's or immediate supervisor's written decision. If the written response is not received within five (5) school days, the HTA and/or grievant will be given one (1) extra school day for every day the response was late to file to the next stage.

2. Stage 2: Superintendent.

(a) If the teacher initiating the grievance is not satisfied with the written decision at the conclusion of Stage 1 and wishes to proceed further under this grievance procedure, the teacher shall, within five (5) school days, present the grievance to the Association for consideration.

(b) If the Association determines that the teacher has a meritorious grievance, then it will file a written appeal to the decision at Stage 1 with the Superintendent within ten (10) school days after the teacher has received such written decision. Copies of the written decision at Stage 1 shall be submitted with the appeal.

(c) Within five (5) school days after receipt of the appeal, the Superintendent or his duly authorized representative shall hold a hearing with the teacher and the Association or its representatives and all other parties in interest.

(d) Within five (5) school days after the conclusion of the hearing, the HTA and/or the grievant shall be in receipt of the Superintendent or the hearing officer's written decision. If the written response is not received within five (5) school days, the HTA will be given one (1) extra school day for every day the response was late to file to the next stage.

3. Stage 3: Binding Arbitration.

(a) After such hearing, if the grievance relates to the application or interpretation of this Agreement, and the teacher and/or Association is not satisfied with the decision at Stage 2 and the Association determines that the grievance is meritorious and that appealing it is in the best interests of the school system, either party may submit the grievance to binding arbitration by written notice to the Board of Education within fifteen (15) school days of the decision at Stage 2.

(b) Within ten (10) school days after such written notice to submission to binding arbitration, the Board of Education and the Association will agree upon a mutually acceptable arbitrator

competent in the area of the grievance and will obtain a commitment from said arbitrator to serve. If the parties cannot agree as to an arbitrator within three (3) weeks of submission, either party, upon notice to the other, may request an arbitrator be appointed in accordance with the procedure of the American Arbitration Association.

(c) The arbitrator's decision will be in writing and will set forth his findings, reasoning, and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decisions, which require the commission of an act, prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be binding. The arbitrator shall have no power to alter, add to, or detract from the provisions of the Agreement. The arbitrator's award cannot exceed forty thousand dollars (\$40,000) per arbitrator award of the current budget. In all other respects, the arbitration proceeding will be under the Voluntary Labor Arbitration Rules of the American Arbitration Association.

(d) The cost of the services of the arbitrator will be borne by the HTA if the grievance is denied, or by the District if the grievance is sustained. The HTA may also present a claim to the arbitrator of an alleged violation of the time limitations of the grievance procedure. The violation of time limitations set forth in Section C.4 if sustained by the arbitrator, the District shall pay the entire cost of the arbitrator's services. This provision does not apply to Just Cause arbitration under Article IV pursuant to which the parties shall share the cost of the arbitrator's services.

(e) Notwithstanding the time frames described above in Grievance Stages I and II, the parties agree that upon mutual agreement, the time frames can be waived so that the parties can continue discussions pertaining to a particular grievance topic.

E. Grievance Form.

Date: _____

Teacher's Name: _____

Building: _____

Subject or Grade: _____

Nature of Grievance: _____

Settlement Desired: _____

Signed: _____
Teacher

Signed: _____
For the Association

Administrative Reply: _____

Date: _____ Signed: _____
Principal or Supervisor

Fill out in duplicate and distribute to:

1. Supervisor or Principal
2. Teacher

ARTICLE III - EVALUATION

A. Evaluation Procedure. Teacher evaluation shall be in accordance with New York State Education Law and regulations regarding annual professional performance review. "The Professional Growth Program for Teachers." Said program is incorporated by reference.

The HTA negotiating team and the District's negotiating team shall review and update the current Annual Professional Performance Review Plan (APPR) in accordance with Chapter 103 of the Laws of 2010 including 3012-d of New York State Education Law or its successor and develop a Professional Development Plan (PDP) in order to comply with NYS law.

Adoption of the final APPR, the evaluation process, evaluation forms and Professional Development Plan (PDP) will be consistent with the regulations set forth by the Commissioner of Education and 3012-d or its successor and shall be subject to approval by both the Horseheads Teachers' Association and the Horseheads Central School District Board of Education.

B. Review of Files. Teachers will have the right upon request to review the contents of their personnel file and to make copies of any documents therein, and also to place in such file a written response to be attached to the particular material to which they may choose to respond. The right shall not extend, however, to material of a confidential nature received from outside the District or pertaining to future employment outside the District.

C. Files Not Public Record. The teacher's file shall not be open to public inspection, except upon written consent by the teacher or as required by law.

D. File Entries and Response. Teachers shall be notified in writing of any entry in the teacher's personnel file within three (3) days of such entry. The teacher shall have the right to make a written statement of defense to any derogatory material to be attached thereto. The teacher shall have the opportunity to confront the person or persons initiating such material. No information of a hearsay nature, which is contained in a teacher's file, shall be disclosed to any prospective employer.

E. Professional Learning Team. A Professional Learning Team is established. The committee shall continually assess and make recommendations for on-going support of the professional growth process.

ARTICLE IV – DISCIPLINE AND DISMISSAL

A. Tenured Teachers. The Horseheads Teachers' Association and the Horseheads Central School District agree to waive the procedures and rights afforded tenured teachers under Article 61, specifically Sections 3012, 3020, 3020-a, and 3020-b of the New York State Education Law and agree to the alternative discipline and dismissal procedure of Just Cause as provided herein. Notwithstanding the above, and as required by Section 3020, 3020(a), 3020-b, and 3012 of the Education Law, an individual teacher has the right to elect the above-described alternative disciplinary procedure or the procedures of Education Law 3020 and 3020(a). The election must be in writing.

1. No tenured teacher shall be disciplined or dismissed without just cause.
2. For purposes of this Article, discipline shall be defined as reprimand, fine or suspension. Dismissal shall mean termination of services. Counseling memorandums or documentation of incidents shall not constitute discipline and shall not be governed by the procedures of Article IV. The teachers shall have an opportunity, however, to respond to any counseling memorandum or documentation of incident in writing and have the response attached. Documents shall not, however, be considered discipline for purposes of this Article. For a document to be considered disciplinary, it must be labeled as reprimand or identified as other disciplinary measure in writing. Any Association member

receiving a counseling memo may apply to the Superintendent for its removal after a period of eighteen (18) calendar months from the date of the issuance of the memo.

3. Prior to any discipline, the teacher shall be given reasonable notice of the meeting and notice of the right to union representation.

4. That prior to the imposition of any discipline involving suspension, fine or dismissal, the Superintendent or a central staff administrator appointed by the Superintendent shall meet with the tenured teacher who will be given reasonable notice of the disciplinary nature of the meeting and the teacher's right to union representation. If the teacher wishes to waive the right to union representation, the waiver shall be in writing. The teacher shall be provided with written notice of the reason for discipline and the proposed penalty. The Superintendent or the designee shall allow the teacher the opportunity to respond to the reason for discipline and the appropriateness of the penalty before a decision is made imposing the discipline or dismissal.

5. That should discipline involving suspension, fine or dismissal be imposed by the District, the teacher shall have the right to grieve the matter in accordance with the expedited arbitration proceeding herein. The parties agree to mutually select an arbitrator within ten (10) days. If such agreement cannot be reached, the Association may file a demand to arbitrate in accordance with the rules and procedures of the American Arbitration Association. The parties agree that every effort will be made to hold the arbitration hearing within thirty (30) days of the filing of a grievance. Discipline involving reprimand shall follow the procedures set forth herein except that the procedure need not be expedited.

6. That discipline involving a suspension without pay, fine or dismissal shall be imposed only by the Superintendent of Schools or his designee, in which case the grievance constitutes the demand for arbitration.

7. That should the District or the arbitrator be unable or unprepared to proceed to arbitration on the scheduled date, that the teacher, if suspended without pay or terminated, will be returned to the payroll pending the outcome of the hearing or until such time as the teacher or the teacher's representative is unable or unprepared to proceed to arbitration, at which time the suspension or termination will be reinstated.

8. If post hearing briefs are required or requested by the arbitrator or by either party, said briefs are to be received by the arbitrator within ten (10) days of the conclusion of the hearing.

9. The arbitrator shall have ten (10) working days to render his award. Should the District fail to file its brief in accordance with the requirements of Section 8 or the arbitrator fail to render his award in accordance with the provisions of this section, the teacher shall be restored to the payroll pending the outcome of the hearing provided, however, that the Association representative has filed his brief in a timely manner.

10. Just Cause arbitration hearings shall be held after the regular teacher workday.

B. Probationary Teachers. Dismissal of probationary teachers and denial of tenure at the end of the probationary period shall be governed by the procedures set forth in Section 3031 of the Education Law as the same may be amended from time to time.

C. Data for Dismissal or Discharge. No data will be cited by the administration for dismissal or denial of tenure, which the teacher was not previously aware.

ARTICLE V – SALARIES

A. Salary Outline.

1. For the school year 2023-24, salaries are increased by 4.5% inclusive of step and longevity step movement over their 2022-23 salary. Such increase shall also apply to unit members who are off step.
2. For the school year 2024-25, salaries are increased by 4.4% inclusive of step and longevity step movement over their 2023-24 salary. Such increase shall also apply to unit members who are off step.
3. For the school year 2025-26, salaries are increased by 4.35% inclusive of step and longevity step movement over their 2024-25 salary. Such increase shall also apply to unit members who are off step.
4. For the school year 2026-27, salaries are increased by 4.25% inclusive of step and longevity step movement over their 2025-26 salary. Such increase shall also apply to unit members who are off step.
5. For the school year 2027-28, salaries are increased by 4.15% inclusive of step and longevity step movement over their 2026-27 salary. Such increase shall also apply to unit members who are off step.

B. School Counselors.

1. Annual Salary. Each school counselor's annual salary will be based on the ten (10)-month teachers' salary plus twenty-seven (27) days from June until September using their per diem rate for the twenty-seven (27) days beyond the ten (10)-month teachers' salary. Their per diem rate will be calculated on the total number of "Days School are in Session" as indicated on district adopted annual school calendar.
2. Work Year. The work year is the same as teachers plus additional days during the months of June, July, August, and September. Total number days beyond the teachers' work year is to equal twenty-seven (27) days. The counselor staff receives the same holidays and vacations as the regular teaching staff during the academic year. Summer vacation days shall be taken no earlier than the day following the last day that 10-month instructional staff are required to work at the end of a school year, and no later than the day prior to the date that all 10-month instructional staff are required to return for a new school year. Counselors shall submit a proposed department summer schedule to the building principal prior to May 1st of each year. In the event that the building principal rejects the proposed summer schedule, the counseling department chair/representative and principal will meet within five business days, or as soon as practicable, to discuss an alternative summer schedule. Continuous coverage of the counseling office is not necessary when building the summer schedule. The final determination as to the summer schedule shall be made by the building principal. The counselors shall be informed of their summer work schedules prior to May 15th of each year.

C. Psychologists.

1. Annual Salary. Each psychologist's annual salary will be based on the ten (10)-month teachers' salary plus twenty-seven (27) days from June until September using their per diem rate for the twenty-seven (27) days beyond the ten (10)-month teachers' salary. Their per diem rate will be calculated on the total number of "Days School are in Session" as indicated on district adopted annual school calendar.
2. Work Year. The work year is the same as teachers plus additional days during the months of June, July, August, and September. Total number days beyond the teachers' work year is to equal twenty-

seven (27) days. The psychologist staff receives the same holidays and vacations as the regular teaching staff during the academic year. Summer vacation days shall be taken no earlier than the day following the last day that 10-month instructional staff are required to work at the end of a school year, and no later than the day prior to the date that all 10-month instructional staff are required to return for a new school year. Such determination will be made by the administrator for pupil personnel services. The psychologists shall be informed of their summer work schedules prior to May 15th of each year.

Curriculum Coordinators.

1. Annual Salary. Each curriculum coordinator's annual salary will be based on the ten (10)-month teachers' salary plus twenty-seven (27) days throughout the calendar year using their per diem rate for the twenty-seven (27) days beyond the ten (10)-month teachers' salary. Their per diem rate will be calculated on the total number of "Days School are in Session" as indicated on the district adopted annual school calendar.
2. Work Year. The work year is the same as teachers plus additional days that are not "Days Schools are in Session." Total number of days beyond the teachers' work year is to equal twenty-seven (27) days. Coordinators shall submit a proposed schedule for the twenty-seven (27) days to the Superintendent or designee prior to May 1st of each year. In the event that the Superintendent/designee rejects the proposed schedule, the coordinator and Superintendent/designee will meet within five business days, or as soon as practicable, to discuss an alternative schedule. The final determination as to the schedule shall be made by the Superintendent/designee. The coordinators shall be informed of their work schedules prior to May 15th of each year.
3. Workday. The workday will be 7.5 hours per day with the understanding that this position requires attendance at additional afterschool trainings and curricular events throughout the year. If the curriculum coordinator requests (and is approved) or is directed by a supervisor to perform their duties outside the normal workday he/she shall be compensated by one of the following methods, as mutually agreed upon with their supervisor:
 - a. Be credited with instructor in-service for those hours beyond the normal workday; or
 - b. Be provided compensatory time for any hours beyond the normal workday, to be used within three weeks of the correlated afterschool training/event; or
 - c. Be permitted to flex their normal workday.

D. Summer School.

1. All teachers teaching summer school shall be compensated based on their individual hourly regular rate of pay.
2. Teachers shall have the right-of-first refusal for summer school positions. Teachers who are hired to work in the summer school shall have their schedules filled before non-unit persons are hired.

E. Athletic and Extracurricular Stipends.

1. a. All athletic and extracurricular duties should, whenever possible, be assumed on a voluntary basis.

Members and non-members who are certified and appointed to coaching or extracurricular positions shall be permitted to retain those positions indefinitely unless they resign, are terminated, or are not re-appointed by the District.

Once a non-member resigns, is terminated, or is not reappointed to the position by the district, the position shall be posted and returned to the Association to be filled by unit members. In the event that no Association member applies for an unencumbered position, the district shall post the position externally. The District shall not have the right to appoint an Association member who does not apply to that unencumbered extracurricular stipendiary position.

The District shall not be required to post any encumbered extra-curricular stipendiary position on an annual basis.

2. The Stipend Committee shall develop processes for entertaining new stipends and increasing the percentage of current stipends and shall make a recommendation to the Superintendent.

3. Athletic and Extracurricular Stipends shall be calculated based on the schedules in Appendix II.

4. Unless another rate is listed, extra-curricular and athletic stipends are calculated by using a teacher's appropriate step on the five-step schedule set forth in Appendix II and multiplying the salary by the percentage listed for the extra-curricular position or using the salary as part of the athletic stipend formula found in Appendix II.

5. Longevity Incentives. A unit member shall receive the following longevity incentives added to the annual stipend payment as the unit member enters the years of service outline below. In order to receive the longevity payment, the years of service must be consecutive and within the same sport (regardless of position within that sport) or extracurricular stipend.

- | | |
|--------------------|------------------|
| • Entering Year 10 | Additional \$200 |
| • Entering Year 15 | Additional \$300 |
| • Entering Year 20 | Additional \$400 |
| • Entering Year 25 | Additional \$500 |

F. Middle School Department Chairperson; High School Department Chairperson; Elementary Grade Level Chairperson; District Coordinators.

One percent (1%) of the appropriate step on the appropriate 5-step schedule for each member of the department will be utilized to calculate the stipend.

From time to time and as may be necessary, the parties agree to review, discuss, and where appropriate, amend the job descriptions for Department and Grade Level Chair positions in Labor Management meetings. Department and Grade Level meetings shall be mandatory for staff. Staff will receive one (1) hour of in-service credit for attendance at the meetings.

G. Course Credit beyond the Bachelor's or Master's Degree at the Time of Initial Hire. The Superintendent may approve credit hours beyond the Bachelor's or Master's Degree that were not applied to the Bachelor's or Master's Degree by the issuing institution for purposes of determining a new hire's initial placement on the subject salary step schedule.

H. Prior Experience. All teachers entering the Horseheads Central School District shall receive credit for previous teaching experience in public schools up to twenty (20) years provided this experience was within the last twenty (20) years previous to appointment in the District. Other experience will be evaluated, and additional credit may be granted, subject to the approval of the Superintendent, the HTA and the Board of Education.

I. Professional Development after Hire.

1. In order for professional development to qualify for horizontal salary promotion, a lump sum payment, or an off-step salary increase, an Association member's enrollment in professional development opportunities (whether post-secondary courses through a college or university, or in-service opportunities) must receive the approval of the Superintendent of Schools or his or her designee. In-service opportunities that are not initiated by the District must also receive the approval of the In-Service Committee.

For each fifteen (15) clock hours of in-service work, individuals will receive one in-service credit hour. Individuals already in the last column of the salary schedule (either B+60 or M+60) or those who have notified the District of their retirement will receive a single lump sum payment of \$600 for each pre-approved and completed multiple of six post-secondary course credits or in-service credit hours, while individuals who are off step (year 15 or greater) shall have \$404 added to their salary.

In order for horizontal salary promotions and lump sum payments to be processed, evidence of the successful completion of multiples of six pre-approved post-secondary course credits or in-service credit hours must be submitted to the Human Resources office no later than September 15th for payment on the second pay in October. Credits received for pay in the second pay in October shall be paid retroactive to the beginning of the school year. Evidence received after September 15th shall be paid with February credits. Evidence of the successful completion of work must be submitted to the Human Resources office no later than February 15th for payment on the second pay period in March. Credits received for pay in the second pay in March shall be paid retroactive to the February 1. Evidence received after February 15th shall be paid with the September credits. Credits not submitted within one calendar year of completion will not be eligible for salary promotion and payment.

J. Part-time Teachers.

1. Part-time teachers hired for a semester, or more are included in the bargaining unit. Part-time teachers who work fifty percent (50%) or more per week shall be paid on a pro-rata basis of the annual salary based on the salary schedule and shall receive fringe benefits on a prorated basis. Part-time teachers who work less than fifty percent (50%) percent per week shall be paid on a pro-rata amount proportionate to the fractional amount of each day worked times 1/200th of the salary schedule but shall receive no fringe benefits.
2. Half-time elementary teachers shall work three (3) hours and twenty (20) minutes exclusive of lunch and shall not be paid for a lunch period.
3. Half-time secondary teachers shall work twenty (20) periods per week (a maximum of fifteen [15] periods of instruction and five [5] periods of other duty) and shall not be paid for lunch period.
4. One-third (.34) High School teachers shall teach five (5) eighty (80) minute classes per week and shall not be paid for lunch period. Unless the one-third (.34) teaching assignment directly precedes or follows a faculty meeting, the one-third (.34) staff member will not be required to attend the meeting.
5. Two-thirds (.67) High School teachers shall teach ten (10) eighty (80) minute classes per week and shall not be paid for lunch period. Unless the teacher agrees to the contrary, every effort will be made to schedule these courses back-to-back.
6. The time for part-time elementary teachers and the periods for part-time secondary teachers, as described in 1, 2 and 3 above, shall constitute their entire workload.
7. Part-time teachers shall be entitled to a notice of hiring and a notice of termination and shall be evaluated at least once per school year.

K. Student Teacher Payments.

1. A teacher who has already reached the M+30 level shall be eligible for a one-time payment of one hundred dollars (\$100) for each completed student-teacher credit hour.

L. Pay Checks. As of June 30, 2028, Direct deposit to any financial institution with direct deposit capability shall be the sole method of pay for all teachers. Electronic pay stubs, rather than printed pay stubs, shall be made available to all teachers.

M. Curriculum Work. Teacher's pay for Curriculum Work shall be \$40.00.

N. Tuition Reimbursement. The District shall provide tuition reimbursement for all course work of a Master's Degree as required for permanent or Professional Teaching certification as follows:

- Grade A or Better (which includes A-, A, and A+): \$750 per class
- Grade B or Better (which includes B-, B, and B+): \$500 per class

Should a unit member leave the employment of the District within one year of receiving tuition reimbursement, he or she shall repay the full amount of reimbursement received to date to the District.

Should the District require any current employee to get a certification such that they may teach courses beyond those for which they were originally employed, the District will pay for the full cost of courses required for that certification.

O. Out of District Children. Should an employee wish to have his/her child(ren) attend the Horseheads Central School District, that child(ren) shall be allowed to attend school in the District on a tuition-free basis for as long as the employee works in the District. Should the employee separate from employment with the District mid-year and not be a resident thereof, the child shall be allowed to finish the school year tuition-free.

P. National Board Certification. Teachers who are off-step and attain National Board Certification shall have a one-time adjustment of one thousand dollars (\$1,000) added to their salary.

Teachers who are on-step shall have one thousand dollars (\$1,000) added to their salary each year until they move off-step. Upon moving off-step, a one-time adjustment of one thousand dollars (\$1,000) shall be added to their salary.

Q. Certification for Speech-Language Pathologists. Speech-language pathologists will be paid \$1,000 each as a lump sum payment on or before June 30th so long as they continue to maintain their ASHA Certificate of Clinical Competence and NYS License and can demonstrate the same.

R. Doctorate. Teachers who are off-step and successfully complete a doctorate degree in the field that he or she is employed with the District shall have \$1,000 added to their base salary during the school year following the issuance of the doctorate degree.

Teachers who are on-step shall have one thousand dollars (\$1,000) added to their salary each year until they move off-step. Upon moving off-step, a one-time adjustment of one thousand dollars (\$1,000) shall be added to their salary.

S. Mileage. Unit members who are required to drive their personal vehicles on the job (and a District car is not available) will be reimbursed at the current IRS mileage reimbursement rate as of January 1st of that year.

ARTICLE VI – MEDICAL EXPENSES, RETIREMENT, AND PAYROLL DEDUCTIONS

A. Employee Contributions.

Employee Contributions for Health Insurance Premium Equivalents Shall be as Follows:

1. 2023-2024: 17.25% contribution of either the Single or Family Plan.
2. 2024-2025: 18.0% contribution of either the Single or Family Plan.
3. 2025-2026: 18.5% contribution of either the Single or Family Plan.
4. 2026-2027: 18.5% contribution of either the Single or Family Plan.
5. 2027-2028: 18.5% contribution of either the Single or Family Plan.

B. Health and Dental Care Plans.

1. The District shall have BlueCross and Blue Shield of Central New York as the Third-Party Administrator of the Horseheads Central School District Health Care Plan (“Plan”). The Dental Plan shall be the Horseheads Central School District Dental Plan 7. The District will not reduce coverage or benefits below Plan 7 without negotiations with the unit. (The Dental Fee Schedule is incorporated by reference).
2. Effective as soon as practicable following ratification by both parties-unit members shall have-the following co-payments:

Medical Service	Co-Payment
Telemedicine	\$5/call
Office Visits	\$20/visit
Adult Physical	\$20/visit
Outpatient Surgery	\$20/visit
Diagnostic Imaging (X-Ray, CAT Scan, PET Scan & MRI)	\$20/visit
Cardiac Rehabilitation	\$20/visit
Therapies (Speech, Occupational & Physical)	\$20/visit
Reproductive Procedures	\$20/visit
Urgent Care	\$20/visit
Emergency Room	\$100/visit unless admitted within 24 hours.*
Pharmacy* *Mail Order is Required for All Maintenance Drugs	Co-Payment (30-day supply)
Tier I Drugs	\$10
Tier II Drugs	\$25
Tier III Drugs	\$40

Mail Order Pharmacy* *Mail Order is Required for All Maintenance Drugs	Co-Payment (90-day supply)
Tier I Drugs	\$0
Tier II Drugs	\$20
Tier III Drugs	\$30
Specialty Drugs	Co-Payment
Mandatory Specialty Drugs must be filled by specialty pharmacies (i.e., Accredo)	\$35 (per up to 30-day supply)
Non-Mandatory Specialty Drugs can be filled by retail pharmacies or specialty pharmacies	\$40 (per 30-supply or 90-day supply if available)

3. Pharmacy Benefits. All “New Scripts” shall be subject to Step Therapy. “New Scripts” are defined as scripts for prescriptions that the patient was not taking as of February 2016. In addition, all new scripts for specialty drugs are subject to Prior Authorization.

4. The District shall give 30 days’ notice prior to the implementation of the health plan changes in Article VI.B.3.

5. The Plan and Administrative Manual for the Plan shall be the District’s Plan Summary and Plan Description document as amended and is incorporated by reference.

6. The District will pay one hundred percent (100%) of the premium for the NYSUT Davis Annual Designer Plan for either a single or family policy. Vision coverage is not carried into retirement.

7. The District shall provide orthodontic coverage to dependent children ages eighteen (18) years of age or younger. The maximum lifetime benefit shall be seven hundred fifty dollars (\$750).

8. Alternative Medical Plans. The District will investigate alternative medical plans. The investigation shall center upon those alternatives that meet or exceed the benefits of the current medical plan. The District will cooperate with the HTA in said investigation and should the parties determine that an alternate medical plan is available, and is mutually changed, the parties shall equally share in any cost savings the adopted alternative plan may realize.

9. Health Plan Committee. The Health Plan Committee shall be a standing committee. The By-Laws of said committee are incorporated by reference.

10. Health and Dental Insurance in Retirement.

(a) In order to qualify for health and dental benefits, a teacher must be eligible to retire into the New York State Teachers' Retirement System, must have served at least ten (10) years in the District, must give notice of intent to retire by January 1st of the school year in which he/she will retire, and must retire at the end of the school year in which he/she gives notice. Notwithstanding the foregoing, in exceptional circumstances, a teacher, with a minimum of six (6) months’ notice, may apply to the District to retire at a point other than at the end of a given school year. That Request will not be unreasonably denied. In addition, the Superintendent and the President may, in extenuating circumstances, waive the January 1st notification date on a case-by-case basis.

(b) Employees retiring July 1, 2006, or after shall be entitled to the same health insurance plan as the active employees and shall make the same contribution as active employees until he or she reaches age sixty-five (65). After age sixty-five (65), the teacher shall be entitled to District health insurance under the Medicare Supplement Plan with the prescription drug card and shall pay the same employee contribution rate as active employees.

Current employees retiring July 1, 2023 or thereafter shall instead be entitled to the Medicare Advantage Plan offered by the District after reaching age sixty-five (65). Retirees shall have a one-time opportunity to revert to the health care coverage offered under §10(b), supra at the time of open enrollment two years after joining Medicare Advantage. The district shall pay ninety-two and one-half percent (92.5%) of the premium equivalent rate of the Medicare Advantage Plan. The employee shall pay seven and one-half percent of the premium (7.5%).

(c) For 2018-2019, unit members will be paid at a rate of seventy-six dollars (\$76) per day for his/her accumulated sick leave up to two hundred (200) days. In 2019-2020, the rate shall increase to seventy-seven dollars (\$77) per day. In 2020-2021, the rate shall increase to seventy-eight dollars (\$78) per day. In 2021-2022, the rate shall increase to seventy-nine dollars (\$79) per day. In 2022-2023, the rate shall increase to eighty dollars (\$80) per day. This amount will be kept on account for the purpose of offsetting the employee's contribution to District Health Insurance until said funds are depleted.

(d) Teachers retiring prior to July 1, 2006, shall be maintained in their current benefit plan (the Traditional Plan). Retired teachers who currently do not contribute shall not make a contribution. Retired teachers who currently pay one hundred percent (100%) of premium shall continue to pay one hundred percent (100%) of premium and will have a one-time option of converting to the same plan as active employees. Retired teachers who pay the same as active shall continue to pay the same rate as active employees.

11. District Health and Dental Insurance Coverage for Surviving Spouse after Death of Employee

(a) Should an employee die, either in service or in retirement, his or her surviving spouse will be allowed to maintain District insurance coverage at the same contribution rate and coverage as active employees.

(b) For new employees hired on or after July 1, 2018, should an employee die, either in service or in retirement, who worked for the District for a minimum of ten (10) years, his or her surviving spouse will be allowed to maintain District insurance coverage at the same contribution rate and coverage as active employees. It is understood that if the surviving spouse re-marries, the District will not provide coverage to the new spouse.

(c) Should an employee die who was hired on or after July 1, 2018, and worked for the District for less than ten (10) years at the time of death, his or her surviving spouse will be allowed to maintain District insurance for a period of one calendar year at the same contribution rate and coverage as active employees. In the second calendar year following the death of such employee, the surviving spouse may maintain District insurance if they pay fifty percent (50%) of the total annual premium equivalent. In the third calendar year following the death of such employee, the surviving spouse may maintain District insurance if they pay one hundred percent (100%) of the total annual premium equivalent. At the end of the third calendar year, the surviving spouse's eligibility for District insurance will cease. If the surviving spouse re-marries within the three years, the District will not provide coverage to the new spouse.

C. Health Insurance Opt-Out. Employees who have access to health insurance coverage other than through the District shall be eligible to refuse health insurance coverage from the District and will receive four thousand five hundred dollars (\$4,500) per contract year. Employees electing to refuse such coverage shall notify the employer at least 30 days in advance of the month they wish to refuse coverage. Payments shall be prorated for any dropped coverage after July 1 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. Such proof shall be provided by the employee 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).

Buy-outs are paid at the end of the school year.

D. Claim Appeal Procedure. Any complaints under the Health or Dental Plans, with respect to its interpretation or application, must be processed through the claim appeal procedure set forth in the Plan documents. If a complaint is not settled to a teacher's satisfaction, the Association may, within thirty (30) days of a written answer from the applicable Plan Administrator, submit the issue directly to binding arbitration. The submission of a dispute to arbitration shall be before an arbitrator selected and acting pursuant to the "Voluntary Labor Arbitration Rules" of the American Arbitration Association. The applicable Plan Administrator will furnish the Association with all pertinent data related to the dispute, subject to the provisions of paragraph G of this article.

E. Confidentiality. All data obtained by the Plan Administrators, with respect to claims, shall be considered confidential and shall be made available to persons involved or connected with either Plan strictly on a need-to-know basis and such data shall be utilized for no purpose other than is necessary for the administration of either Plan and the payment of claims. No data with respect to a teacher's claim or claims shall be released to a third party without the express written consent of the teacher affected. No health or dental data obtained by either Plan may be used to discipline or dismiss a teacher.

F. Conversion Privilege. A teacher who leaves the employment of the District or a teacher whose services are terminated shall be offered the right of conversion for health and/or dental coverage, regardless of insurability, at the full expense of the teacher. If a former teacher of the District is unable to obtain coverage, then the former teacher may continue to participate in either Plan at his/her own expense in which case the District may require proof of rejection of insurance. If a former teacher is offered health insurance, including coverage for pre-existing conditions, but chooses not to purchase same, either Plan shall not be obligated to provide coverage. Either Plan will accept responsibility for the coverage of a pre-existing condition until the conversion plan coverage for said condition shall apply. All conversion rights that are extended to a former teacher also will be extended to his/her dependents.

G. Payment of Claims. A teacher who submits claims, in accordance with the procedures established by either Plan, shall have claims paid to the extent of coverage provided in a timely manner so that he/she shall suffer no financial loss as a result of the slow payment of a claim. A teacher shall be considered to have suffered no financial loss if a claim is paid within thirty (30) days of receipt of the necessary data by the applicable Plan Administrator.

H. Effective Date of Coverage. Coverage under either Plan for a new teacher shall be automatic and will become effective on the first day of the month following the month in which he/she applies, unless the teacher waives coverage in writing. A waiver of health and/or dental care coverage shall be filed in a teacher's personnel file.

I. Coverage While on Unpaid Leave. The District shall not make payments to either Plan for a teacher who is on an unpaid leave of absence unless otherwise required by law. A teacher on an unpaid leave of absence may continue to participate in the Plans if he/she pays the premium.

J. Workers' Compensation and Social Security.

1. Workers' Compensation benefits shall be provided for any employee injured during the course of employment with the District.
2. All teachers employed by the Horseheads Central School District are automatically covered by Social Security.
3. Teachers injured on the job, who are awarded Workers' Compensation, will have sick leave days reimbursed to them on a prorated basis reflecting the amount awarded to the District by Workers' Compensation. The District will continue to receive any monies due to the teacher from Workers' Compensation if such teacher elects to use sick leave in lieu of the award from Workers' Compensation.

K. Retirement. All teachers are entitled to membership in the New York State Teachers Retirement System in accordance with the rules and regulations of that system.

L. Loans. Available to members from the retirement system with payroll deduction if desired.

M. United States Savings Bonds. This service is available to teachers with payroll deduction if desired.

N. United Fund. Contributions to this fund drive may be made through payroll deduction if desired.

O. New York State United Teachers Benefit Trust. A teacher may use payroll deduction for payments to the NYSUT Benefit Trust.

P. FLEXIBLE BENEFIT PLAN

1. An Internal Revenue Code Section 125 Flexible Benefit Plan is hereby created.
2. 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.
3. A teacher may elect a voluntary salary reduction for contributions to the Plan.
4. The Plan document is incorporated by reference.
5. Members may roll-over unused IRC 125 funds on a yearly basis up to the IRS limit.

ARTICLE VII – LEAVES

A. Sick Leave. Sick leave is to be used when a teacher is ill, or the teacher is caring for a spouse, parent, child, or person residing in the same household who is ill. Each teacher shall receive twelve (12) days of paid sick leave per year except that school counselors and psychologists shall receive thirteen (13) days per year. Any days not utilized may be accumulated with a maximum accumulation of two hundred (200) days. The twelve (12) day per year allotment will begin on the first day of the school year. The maximum accumulation allowance of two hundred (200) days may not be exceeded (except as provided below in paragraph B), but as soon as a teacher falls below that total, he/she may accumulate additional days until he/she has again accumulated two hundred (200) days. A teacher commencing work during the school year shall receive a prorated number of sick leave days based upon the number of days he/she works during the year. Any teacher recalled to work from the preferred eligible list shall retain the number of sick days accrued during the previous employment.

In a teacher's final year of employment, after a teacher has submitted a written intention to resign for the purpose of retirement by December 31 for a retirement for the following June 30, a teacher may access his/her sick banked days prior to exhausting all sick days if the teacher satisfies the remaining requirements for extended sick leave (sick banked days). Any days so used in the school year prior to December 31 shall be replenished.

B. Extended Sick Leave ("Sick Banked Days"). An extended sick leave bank shall be established for each teacher 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 an M.D. certificate indicating the nature of the illness 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.

Extended sick leave for this bank shall be accumulated as follows:

1. One-half (1/2) day of sick leave shall be placed in the bank for each day of unused sick leave to a maximum of fifty (50) such days. Such accumulation shall be from the initial date of employment.
2. Such days shall be used only when there are no sick days remaining which were accumulated as part of the two hundred (200) days described in A above.
3. The calculations for this bank shall be determined on June 30th of each school year only, and teachers will be notified of their status relative to their total accumulation.

C. Sick Leave Bank Plus/Compassion Sick Leave Bank Program.

The Sick Leave Bank Plus/Compassion Sick Leave Bank is a single bank of sick days accessible by two different means. Contributions to the Sick Leave Bank Plus/Compassion Sick Leave Bank shall be voluntary. Unit members wishing to contribute must make their contribution on or before June 30th of each school year. Each unit member may contribute up to a maximum of twenty (20) days per school year. When a unit member leaves the District for any reason except for discipline, the unit member can donate up to fifty percent (50%) of their accumulated sick days to the bank. Additionally, when a unit member has reached the maximum accumulation of two hundred (200) sick days, their new annual allotment or any portion thereof remaining after 200 days is reached will automatically be added to the Sick Leave Bank Plus and Compassion Sick Leave Bank program.

The District will maintain the Sick Leave Bank Plus and Compassion Sick Leave Bank and all arrangements are to be made at the District office. An accounting of the Sick Leave Bank Plus/Compassion Sick Leave Bank program will be provided annually by the District to the Association President by November 1st, if requested.

1. The Sick Leave Bank Plus portion of the Sick Leave Bank Plus/Compassion Sick Leave Bank is a voluntary emergency sick leave bank for unit members who have exhausted their accumulated sick leave and are in need of additional sick days due to an illness or disability of the unit member.
 - (a) Sick Leave Bank Plus/Compassion Sick Leave Bank Committee. A committee composed of the Superintendent (or his designee), the Association President and Association Vice-President, must authorize loans of sick days.
 - (b) Borrowing. A unit member whose sick leave has run out may borrow up to a total of forty (40) "Sick Leave Bank Plus" days from the Bank upon majority vote of the Sick Leave Bank Plus/Compassion Sick Leave Bank Committee.

(c) Repayment. A unit member who has borrowed days from the bank shall make an annual repayment of twenty five percent (25%) of his or her unused sick leave days at the beginning of the following school year unless a lesser repayment amount is agreed to by the Sick Leave Bank Plus/Compassion Sick Leave Bank Committee. Nothing contained herein shall preclude a member from repaying more than twenty five percent (25%) of his unused sick leave days.

(d) Record Keeping. The District will maintain the bank and all arrangements are to be made at the District office. An accounting of the Sick Leave Bank Plus/Compassion Sick Leave Bank program will be provided annually by the District to the Association President by November 1st, if requested.

2. The Compassion Sick Leave Bank portion of the Sick Leave Bank Plus/Compassion Sick Leave Bank is for unit members who have exhausted their current, accumulated or banked sick leave and are in need of additional sick days due to a life-threatening injury to or terminal illness of the unit member's spouse and/or child(ren).

(a) Sick Leave Bank Plus/Compassion Sick Leave Bank Committee. A committee composed of the Superintendent (or his designee), the Association President and Association Vice President, must authorize loans of sick days.

(b) Borrowing. A unit member whose accumulated sick leave is exhausted may borrow up to a total of forty (40) "Compassion Sick Leave" days from the Bank upon majority vote of the Sick Leave Bank Plus/Compassion Sick Leave Bank Committee. Additional days beyond a total of forty (40) may be granted upon a unanimous vote of the Sick Leave Bank Plus/Compassion Sick Leave Bank Committee.

(c) Repayment. A unit member who has borrowed days from the Compassion Sick Leave Bank shall be required to repay the days. The unit member, HTA and District shall meet and work out the schedule for the paying back of days.

D. Funeral Leaves. A teacher shall be granted up to five (5) days' absence at full pay for the death of his or her father, mother, stepfather, stepmother, son, daughter, stepson, stepdaughter, spouse, sibling, grandchild, mother-in-law, father-in-law, grandparents or a relative or resident of the teachers' household in the teacher's immediate household. The District shall grant one (1) day absence at full pay for the death of someone outside their immediate family. Funeral leave will not be charged against sick leave.

E. Child Care Leave.

1. A teacher may have unpaid childcare leave for up to two (2) full years. Nothing in this paragraph shall limit a teacher's right to paid sick leave during the time she is disabled.

2. A teacher may teach as long as he/she is physically able.

3. Unpaid leave may be terminated by the teacher prior to the originally requested time except that the teacher may start teaching only at the beginning of the next semester unless an earlier date is mutually agreed.

4. A teacher who teaches at least one-half (1/2) of the school days during a school year in which he or she takes a childcare leave will be considered to have taught the full year for the purpose of placement on the salary schedule.

5. A teacher with whom an infant, child or minor is placed for adoption shall be entitled to use sick days for a period not to exceed twelve (12) consecutive weeks from the time of placement and shall

be entitled to an unpaid adoption leave of up to two years on the same terms as childcare leave provided in this article.

6. Following the birth of a child of a unit member who is the mother of that child, that unit member may use sick days to extend said leave for a period not to exceed twelve (12) consecutive weeks from the birth of the child.

During those twelve (12) weeks, when a doctor determines that the unit member is medically able to return to work and the unit member remains on leave, the unit member may not access the Sick Bank Plus to continue paid leave.

Notwithstanding the above, the provisions of the Family Medical Leave Act, as they pertain to health insurance coverage, shall apply.

7. A teacher who wishes to extend a child-care leave must give at least sixty (60) days' notice to the district in order for that request to be considered.

F. Personal Leave.

1. Each teacher shall be allowed three (3) paid personal days each year. The purpose of "Personal Leave" is to allow a teacher the opportunity of conducting business of a personal nature which he or she does not wish to reveal, and which cannot be conveniently transacted at any other time. In order to take a personal leave day, a teacher shall, except in the case of an emergency, electronically request the usage of a personal day at least five (5) days in advance of the day requested.

2. Personal days may not be taken on more than two (2) consecutive workdays unless approved by the Superintendent (or designee). Additionally, reasons must be given, and prior approval must be obtained by the Superintendent (or designee) at least five (5) days in advance for personal leave requests for workdays immediately before or after a holiday or recess period, or in conjunction with other absence to extend a holiday or vacation.

3. All unused personal leave days shall be added to the teacher's accumulated sick leave at the end of each school year except that the maximum accumulation of two hundred (200) days will apply.

G. Professional Leave. Teachers possessing recognized skills and abilities may be granted, upon approval of the Superintendent or his designee, up to two (2) paid days per year for professional activities.

H. Sabbatical Leave. Sabbatical leaves of absence for members of professional staff of the Horseheads Central School District will be considered upon recommendation of the Superintendent of Schools for such leave. Such leave shall be predicated upon the fact that the professional qualifications and competence of the staff member and general welfare of the public schools of Horseheads will be benefited by such leave.

Any professional employee of the Horseheads Central School District who meets the qualifications shall be eligible to apply for sabbatical leave.

Two opportunities exist for sabbatical leaves. A full sabbatical leave is one, which extends from a minimum of three (3) months (twelve [12] weeks) up to one (1) full year. A mini sabbatical is defined as less than three (3) months (twelve [12] weeks) in length. Qualifications, responsibilities, and the approval process differ for each, as is described below. The maximum time awarded for sabbaticals in anyone-school year are thirty (30) months (one hundred twenty [120] weeks) at full pay. At least ten (10) months (forty [40] weeks) must be reserved for mini sabbaticals.

Generally, an employee may be granted no more than one (1) full or mini sabbatical leave during the course of their employment with the District. In extraordinary or unexpected circumstances, however, the district may grant additional sabbatical leave(s).

If budget constraints would result in a loss of positions, full-time sabbaticals will not be allowed.

1. Conditions and Requirements for Qualification:

Full Sabbatical Leave

- (a) Life or permanent teaching certificate in New York State.
- (b) Seven (7) consecutive years of satisfactory service in the District (an approved one [1] year, unpaid leave of absence shall not interrupt continuity of seven [7] years of service).
- (c) Seven (7) consecutive years of satisfactory service must elapse before an employee is eligible for a second sabbatical leave.
- (d) Employee must agree to sign a written agreement to return to service in the Horseheads Central School District for two (2) years immediately after leave.

Mini-Sabbatical Leave

- (a) Tenured teachers, irrespective of their number of years of service in the District, shall be eligible for a mini sabbatical.
- (b) A teacher on a mini-sabbatical leave shall assume the responsibility for any tuition costs.

2. Application:

Full Sabbatical Leave

- (a) In writing, submitted to the building principal. Must specifically state intentions and benefits to be gained. If an application is for formal study and the course of study will conclude before the expiration date of the sabbatical leave, the applicant must specify how he/she intends to use the time between the end of the course of study and the end of the sabbatical leave.
- (b) Deadline for applications: March 1st.
- (c) Deadline for notification by district: April Board of Education Meeting.
- (d) Deadline for final decision of applicant: May 1st.
- (e) A Sabbatical Leave Committee will be appointed by the Superintendent. It is recommended that this committee consist of two (2) elementary teachers, two (2) secondary teachers, and two (2) designees of the district who may be supervisors, or administrators. It is the function of this committee to screen the applications and make recommendations to the Superintendent who will recommend to the Board of Education. Final decision shall remain with the Board of Education in granting leaves of absence.
- (f) Factors for Consideration:
 - (i) Seniority in the Horseheads system with total professional experience as a second consideration.

(ii) Potential benefit to the District.

(iii) Purpose of leaves:

- Formal study
- Research and/or writing
- Travel pertinent to professional responsibility

NOTE: district reserves the right to waive the foregoing purposes in favor of some other project or pursuit considered more valuable to the District.

(g) Sabbatical leave, once granted, cannot be terminated before expiration date, except as otherwise agreed upon by the Superintendent and Board of Education.

Mini-Sabbatical Leave (Application)

(i) In writing, using the form provided displayed on the pages forward; submitted to the building principal.

(ii) Applications may be submitted at any time during the school year, but at least thirty (30) school days prior to the initiation of the leave.

(iii) The request will be reviewed by an administrator appointed by the Superintendent and a unit member appointed by the HTA President. They will make recommendations to the Superintendent. Final decision shall be with the Superintendent of Schools in granting mini-sabbatical leaves.

(h) Application. The Sabbatical Leave Committee will accept only those applications, which set forth the end product to be realized. After the sabbatical has been completed, the teacher must meet with the Sabbatical Leave Committee to review whether the end product has been realized.

3. Compensation:

(a) A teacher on a mini-sabbatical or on a full sabbatical of up to one (1) semester shall receive full pay and benefits.

(b) A teacher who takes a full sabbatical extending to one (1) year shall receive half pay and full benefits.

(c) Those members of the staff on such leave shall not be considered as regular employees of the district. However, the time thus spent shall count as regular service toward retirement, salary increases and benefits. Tenure status shall not be affected by such leave.

(d) Payment shall be made on the regular salary dates with the regular deductions withheld.

(e) Because the time spent during an approved leave of absence is deemed to be of present value to the District, such compensation shall be considered as pay for services being rendered.

4. Report to the Superintendent:

(a) Immediate notification and approval from Superintendent of any substantial change in planned program.

(b) Interim Report - at mid-point of leave notifying Superintendent of progress. (This is not required for a mini sabbatical).

(c) Final Report - Formal Study

- Institution attended
- Courses taken with credit received (transcript is acceptable)
- Experience gained
- Evaluation of benefits achieved and expected benefit to the Horseheads system

In the case of other types of sabbatical leave such as research or travel, a full report will be expected reporting on specifically what was done, where and the benefits to the individual and the District.

5. Return to Service:

(a) Employee shall be returned to his/her original professional position or one of like nature.

(b) Sabbatical leave requirement not fulfilled until employee has submitted final report within thirty (30) days after return to position.

(c) A person taking a full sabbatical leave and not teaching in the system for two (2) subsequent years, must repay to the district the full amount of pay drawn during the sabbatical leave. This does not apply when the employee becomes disabled or in cases in which the district waives the rule because of extenuating circumstances. Sabbatical leave, once granted, cannot be abruptly or arbitrarily terminated before expiration date except as otherwise agreed upon by the Superintendent and the Board of Education. The candidate shall be provided with written reasons in the event of such cancellation.

I. Horseheads Central School District Mini-Sabbatical Leave Form

REQUEST FOR MINI-SABBATICAL LEAVE

I hereby request that sabbatical leave be granted to me in accordance with the stated policies. My request is for period beginning _____ through _____. I have read and understand the regulations addressed in Article VII.I of the Horseheads Teachers' Association contract and agree to abide by the stipulations.

Date of original appointment in District: _____

Date of last sabbatical leave (if any): _____

Leave is requested for the following purpose(s):

Monetary compensation will be received as follows:

Special comments:

Respectfully submitted, _____

Date: _____

Accepted by:

Recommended by:

Principal or Coordinator of Pupil Services

HTA Representative

Recommended by:

Approved by:

Asst. Superintendent of Curr. & Instruction

Superintendent of Schools

J. Emergency Leave. Use of accumulated sick leave for purposes other than physical disability of an employee may be granted for absences of an emergency nature when approved by the Superintendent or his designee. Absences coming under this provision may not exceed five (5) days total during the school year. Absences of an emergency nature exceeding five (5) days in duration may be submitted to the district for review and consideration and if approved, would be subtracted from the employee's accumulated sick leave. Emergency is defined as an unusual and unforeseen occurrence beyond the teacher's control requiring his or her attention.

A written, which includes electronic, request shall be completed by the employee and submitted to the building principal or immediate supervisor and through him or her to the Superintendent or designee for approval.

K. Leave of Absence Without Pay. Teachers shall have the right to apply for leaves of absence without pay for up to two (2) years duration. Requests for such leaves without pay shall be made to the Superintendent of Schools at least thirty (30) days in advance of the requested leave. The Superintendent shall be responsible for the final decision on requested leave up to and including five (5) days in length and will inform the Board of Education of any such leaves and their disposition. Requested leaves in excess of five (5) days in length will be submitted by the Superintendent to the Board for its decision. Unpaid leave shall be granted when it is in the best interests of the teacher and the District to do so, and in no case shall the granting of such leave be based on personal favoritism. Vacation shall not be a basis for unpaid leave except where a teacher's spouse's employer will not permit the spouse to take vacation during times when school is not in session.

ARTICLE VIII – CLASS SIZE

A. Middle and High Schools.

1. Class sizes are established at twenty-five (25). If computers are used to establish class size maximums, the computer will be set at the established maximum of twenty-five (25). Lab class size shall be limited by the number of student stations as determined by the District in conjunction with the Department. The reference to class sizes ranging from 20-25 at the Middle School and High School means that this is a goal. A good faith effort will be made to reach this goal. It is understood that a class size of nineteen (19) does not mean that a section must be dropped. A class size of twenty-six (26) does not mean that a section must be added. It is recognized that there are special situations where these class sizes are not applicable; e.g., chorus, band, physical education, etc. In the event of a student adding or dropping a class, and thereby creating a situation where the above class size goals are not realized, the District may request that a teacher accept additional student(s) over twenty-five (25) into his/her class. Such request and the agreement to the request must be in writing.

2. The building principal shall make every reasonable effort to balance individual teaching loads. The principal may take into consideration requests by teachers for a particular teaching assignment.

B. Elementary Academic Classroom. The District has established these class size guidelines:

<u>Grade Level</u>	<u>Number of Students</u>
Kindergarten – Grade 3	23
Grades 4 – 6	25

Whenever any section exceeds these guidelines by one (1) student, the principal shall attempt to bring the class size within the guidelines within ten (10) school days. If the principal is unable to bring the class within the class-size guidelines, the District shall hire either a teaching assistant or teacher aide.

Whenever any section exceeds these guidelines by two (2) students and facilities are available within that school, the District shall, if economically feasible, create an additional section. After February 1st of a school year, education considerations such as the effect of a change of teacher and the portion of the school year remaining may be considered in determining other alternatives to address the work load problem.

1. Elementary Academic Classroom. Effective as early as July 1, 2025, the District has established these class size guidelines:

<u>Grade Level</u>	<u>Number of Students</u>
Kindergarten – Grade 4	23
Grades 5 – 6	25

Whenever any section exceeds these guidelines by one (1) student, the principal shall attempt to bring the class size within the guidelines within ten (10) school days. If the principal is unable to bring the class within the class-size guidelines, the District shall hire either a teaching assistant or teacher aide.

Whenever any section exceeds these guidelines by two (2) students and facilities are available within that school, the District shall, if economically feasible, create an additional section. After February 1st of a school year, education considerations such as the effect of a change of teacher and the portion of the school year remaining may be considered in determining other alternatives to address the workload problem.

C. Special Education Classes. Class sizes shall be governed by the “Regulations of the Commissioner of Education.” If a typically self-contained special education student participates in two (2) or more core academic subjects in the same general education classroom at the elementary level, the student will be counted on the general education classroom enrollment roster for the purposes of class size.

D. Alternatives to Class Sizes. Individual building planning teams or teachers in collaboration with the building principal have the right to review and establish alternatives to the class sizes set forth in this Article provided, however, no alternative shall require the hiring of additional staff nor the layoff of the current staff. It is expressly understood that if an alternative is proposed that is outside the guidelines in this Article, that the District and the Association will meet to negotiate the impact and feasibility of the proposal.

ARTICLE IX – TEACHING HOURS, DAYS, AND DUTIES

A. Workday. All teachers may be assigned an appropriate starting and dismissal time provided that their total workday shall be comparable in length among the secondary area and comparable in length among the elementary area to allow for equal student-teacher contact time in all elementary schools and equal student-teacher contact time in all secondary schools.

B. Teacher Workday.

1. Elementary Teachers’ Workday. The elementary teachers’ workday shall be seven and one-half (7.5) hours in length Monday, Tuesday, and Thursday. Faculty meetings may be held on Wednesday (four [4] per calendar month). If no faculty meeting is scheduled, the teachers’ workday shall be six (6) hours and forty (40) minutes. On Friday, the workday shall be six (6) hours and forty (40) minutes. All times are inclusive of a thirty (30) duty-free lunch.
2. Secondary Teachers’ Workday. The secondary workday (grades 7-12) shall be seven and one-half (7.5) hours per day inclusive of a forty (40) minute lunch for Middle School and High School teachers.
3. Effective as early as September 1, 2025,
 - a. Elementary Teachers’ Workday. The elementary teachers’ workday shall be seven and one-half (7.5) hours in length Monday -- Thursday. On Fridays, the elementary teachers’ workday shall be seven hours. All times are inclusive of a thirty minute (30) duty-free lunch.
 - b. Secondary Teachers’ Workday. The secondary workday (grades 7-12) shall be seven and one-half (7.5) hours per day inclusive of a forty (40) minute lunch for Middle School and High School teachers.
4. **Special Education Teachers.** All Special Education teachers will receive up to one and one-half (1.5) release days in September (scheduled in consultation with the building principal) for the

purpose of distributing IEPs to Regular Education teachers. In addition, secondary Special Education teachers will receive up to one and one-half (1.5) release days at the beginning of the second semester (scheduled in consultation with the building principal) for the purpose of distributing IEPs to Regular Education teachers. Should, at some time, an alternative method of distribution be developed that does not require Special Education Teachers to distribute IEPs, the parties will review and, as appropriate, revise this schedule.

5. Such hours do not preclude the right to building administrators to assign bus duty as needed. Any teacher assigned such duty shall be relieved of all other responsibilities during the time of such duty.

C. Lunch Period. All secondary school teachers shall have a forty (40)-minute duty-free lunch period each day unless the staff agrees on a shorter session. All elementary school teachers shall have a duty free lunch period each day, no less than thirty (30) consecutive minutes in length.

D. Work Year. The work year of teachers shall begin no earlier than one (1) day to the first day that students are required to report at the opening of school except that new teachers may be required to attend orientation workshops prior to the reporting date for returning teachers. Additionally, when mutually agreed upon, conference days may be held up to one week prior to the reporting date for returning teachers. The duties of all teachers will end on the last day of Regents week, or Rating Day when mutually agreed upon, provided the teacher has completed all the responsibilities required by the district. Such work year shall not apply to eleven (11) or twelve (12)-month employees.

The first six (6) workdays of each work year for elementary remedial reading teachers shall be used exclusively by said teachers for completion of clerical responsibilities.

During the 2025-26 school year, Pre-K- 6 teachers may work up to three (3) days per year beyond the contractual work year to be used for classroom preparation. Said days will be worked during the summer recess. Teachers shall submit a proposed summer schedule to the building principal prior to May 1st of each year. In the event that the building principal rejects the proposed summer schedule, the teacher and principal will meet within five business days, or as soon as practicable, to discuss an alternative summer schedule that is mutually agreeable. Payment will be at the rate of a teacher's per diem rate. Their per diem rate will be calculated on the total number of "Days School are in Session" as indicated on district adopted annual school calendar. The District may delay the implementation of the classroom preparation days due to delays in the building project.

During the 2026-27 school year, Pre-K- 6 teachers may work two (2) days per year beyond the contractual work year to be used for classroom preparation. Said days will be worked during the summer recess. Teachers shall submit a proposed summer schedule to the building principal prior to May 1st of each year. In the event that the building principal rejects the proposed summer schedule, the teacher and principal will meet within five business days, or as soon as practicable, to discuss an alternative summer schedule that is mutually agreeable. Payment will be at the rate of a teacher's per diem rate. Their per diem rate will be calculated on the total number of "Days School are in Session" as indicated on district adopted annual school calendar. The District may delay the implementation of the classroom preparation days due to delays in the building project.

During the 2027-28 school year, Pre-K- 6 teachers may work one (1) day per year beyond the contractual work year to be used for classroom preparation. Said days will be worked during the summer recess. Teachers shall submit a proposed summer schedule to the building principal prior to May 1st of each year. In the event that the building principal rejects the proposed summer schedule, the teacher and principal will meet within five business days, or as soon as practicable, to discuss an alternative summer schedule that is mutually agreeable. Payment will be at the rate of a teacher's per diem rate. Their per diem rate will be calculated on the total number of "Days School are in Session" as indicated on district adopted annual school calendar. The District may delay the implementation of the classroom preparation

days due to delays in the building project.

E. Faculty Meetings. Teachers may be required to remain after the end of the regular work day for official faculty meetings on no more than four (4) meetings per month. Those in attendance at faculty meetings will receive one (1) hour of in-service credit for each meeting attended. All such meetings must be announced at least five (5) days in advance. Emergency meetings dealing with a sudden and unforeseen occurrence demanding immediate attention of no longer than twenty-five (25) minutes may be called without prior notice. In-service will not be given for an emergency faculty meeting.

E(1). Faculty Meetings. Effective as early as September 1, 2025, Teachers may be required to remain after the end of the regular workday for official faculty meetings. No more than twelve (12) faculty meetings may be held during the school year, with no more than two meetings in any calendar month. Those in attendance at faculty meetings will receive one (1) hour of in-service credit for each meeting attended. All such meetings must be announced at least five (5) days in advance. Emergency meetings dealing with a sudden and unforeseen occurrence demanding immediate attention of no longer than twenty-five (25) minutes may be called without prior notice. In-service will not be given for an emergency faculty meeting.

F. Preparation Time – Elementary.

1. Grades Kindergarten – 6 Classroom teachers of grades Kindergarten – 6 will not be required to remain in the classroom when their pupils are being instructed by specialists and such time shall be set aside for teacher preparation. Classroom teachers of grades Kindergarten – 6 will have the following preparation time:

(a) Grades Kindergarten – 2: There shall be at least one hundred thirty (130) minutes per week of special area sessions.

(b) Grade 3: There shall be at least one hundred sixty (160) minutes per week of special area sessions.

(c) Grade 4: There shall be at least one hundred eighty (180) minutes per week of special area sessions.

(d) Grades 5 – 6: There shall be at least two hundred (200) minutes per week of special area sessions.

In meeting the minimum required preparation time requirements, the District shall endeavor to continue providing preparation time in the following amounts over a six-day cycle: 205 minutes for Grades K-2; 235 minutes for Grades 3-4; and 285 minutes for Grades 5-6. Upon at least thirty (30) days' notice to the HTA, the District may revert back to the lesser minimum amounts (over a five-day schedule or a proportionate amount over a six-day schedule) if the District determines it is best to do so for financial and/or programmatic reasons. The District shall have the freedom to change the schedule reflected in subparagraphs 1(a)-(d) above in the special area classes provided that the District gives at least thirty (30) days' notice to the HTA before initiating change and further recognizes its obligation to negotiate the impact of such change.

2. The number of weekly or six-day cycle preparation minutes may be modified due to scheduled events involving students such as concerts and holidays, as well as unforeseen events such as emergency closing of school.

3. The additional elementary time subsequent to student dismissal, is for elementary teachers' use to prepare for teaching. Said time may also be used for other educationally purposeful and beneficial reasons.

F (1). Preparation Time – Elementary. Effective as early as September 1, 2025,

1. Grades Kindergarten – 6 Classroom teachers of grades Kindergarten – 6 will not be required to remain in the classroom when their pupils are being instructed by art, music, library, and physical education special area teachers and such time shall be set aside for teacher preparation. This preparation time shall be at least forty-five (45) minutes each day. Teachers of special areas shall have no less than forty-five (45) minutes of preparation time each day.

(a) Grades K- 6: There shall be at least two hundred (200) minutes per week of special area sessions.

2. The number of weekly preparation minutes may be modified due to scheduled events involving students such as concerts and holidays, as well as unforeseen events such as emergency closing of school.

3. The additional elementary time, subsequent to student dismissal, is for elementary teachers' use to prepare for teaching. Said time may also be used for collaboration to plan with colleagues, curriculum development, or other parent or student-centered conferences. Elementary teachers shall have a thirty-five-minute (35) block of time at the end of each school day to utilize this collaboration, except on Fridays when the elementary workday is reduced to 7 hours, with the understanding that end of the day transportation for students or emergency needs may, on a rare occasion, impede on this time.

G. Preparation Time – Secondary.

1. Middle school teachers will, in addition to their lunch period, have five (5) periods per week or their equivalent during which they will not be assigned to any other duties. The building administrator will attempt to allocate the five preparation periods such that the teacher will receive one each day.

2. High school teachers, in addition to their daily forty (40) minute duty free lunch periods, shall have a daily forty (40) minutes collaboration period to allow teachers to: plan interdepartmental and interdisciplinary projects, curriculum development, parent and/or guidance conferences, student remediation or for other educational purposes, and a daily eighty (80) minute preparation period. It is understood the collaboration period and preparation periods are held within the teachers' assigned buildings.

3. During "10th period" at the middle school, teachers shall have an additional supervisory period every other day to be used for student remediation and other educational activities. It shall not be part of any formal evaluation procedure for instructional purposes.

4. Middle School teachers may be called upon to work an extra ten minutes a day above and beyond the workday to assist with student supervision. Any teachers who volunteer for and are selected for said duties will be paid three hundred seventy-five dollars (\$375) for committing to these daily duties for one semester. Any teachers who volunteer for and are selected for said duties will be paid eight hundred seventy-five dollars (\$875) paid in two equal installments for committing to said duties for a full school year. Any teachers interested in supervising activity periods as described above should indicate that interest to the middle school principal by June 30th of the prior year.

5. The district may seek teachers to volunteer who wish to forego collaboration time each day in order to supervise students during activity period at the high school. Teachers will have sole discretion to volunteer for foregoing their collaboration period. Supervising teachers will be

responsible to take attendance and be responsible for the whereabouts of the students during the entirety of the activity period.

- a. Any teacher(s) who volunteer(s) and is selected by the district to perform such supervision duties and forgo collaboration time each day shall be compensated as follows:
 - i. If a teacher agrees to forgo his or her collaboration time each day in order to supervise students during activity period during the entire school year, the teacher will receive \$1,750 per semester.
 - ii. If a teacher only agrees to supervise students during activity period for a single semester, the teacher will receive \$1,500 for that semester.
 - iii. In any given year that a teacher volunteers and is selected by the district, but the District chooses not to assign the teacher activity period students, the teacher will still receive the stipend set forth in subsections (a) and (b), supra.
 - iv. Any teachers interested in supervising activity periods as described above should indicate that interest to the high school principal by June 30th of the prior year.

H. Subject Areas in Secondary Schools.

1. Middle school teachers will not be required to teach more than two (2) subject areas at any one time. Subject areas are defined as a distinct discipline (e.g. English, mathematics, science, history, etc.).
2. High school teachers will have a daily instructional load of three (3) classes, each of eighty (80) minutes in length. No secondary teacher will be required to teach more than two (2) subject areas at any one time. Subject areas are defined as a distinct discipline (e.g. English, mathematics, science, history, etc.).

I. Teaching Periods in the Middle School. Academic and special subject area secondary school teachers will not be assigned more than thirty (30) teaching periods per week. The assignment of a sixth (6th) class shall not be made for the purpose of reduction of existing employed staff. All teachers being assigned a sixth (6th) class shall have two (2) duty-free periods per day.

J. School Calendar. The annual school calendar will be developed by the Superintendent after conferring with the Association President prior to final submission to the Board of Education. Beginning with the 2016-17 school year, The District will set the annual school calendar in order to meet the state mandated student attendance regulations and to allow for the following PreK-8 schedule during Regents Period: one (1) full day and two (2) half days without students during Regents Period; the final day shall be without students. This time will be used to fulfill end-of-year teacher responsibilities.

1. Emergency Days. If two (2) or more of the emergency days are unused as of the spring vacation (emergency days are defined as those days in the school calendar beyond the one hundred eighty [180] regular instructional days and the three [3] Superintendents conference days), one (1) vacation day will be added to the spring vacation and one (1) day will be added to the Memorial Day vacation. In the event that an emergency day is needed between spring vacation and the last day of school, appropriate adjustments to the above may be implemented only if necessary to comply with the state requirement of one hundred eighty (180) school days.
2. Teacher Directed Conference Day. There will be a conference day at the High School after the final Regents exam at the end of the first term, during the final two weeks at the elementary

schools, and as needed at the Middle School for the purpose of completing semester and/or year end tasks.

K. Traveling Teachers. Traveling teachers shall be given a duty-free lunch period of thirty (30) minutes for elementary and forty (40) minutes for secondary during which they will not be required to travel. If their travel time impinges on their required preparation time, they will be relieved of an equivalent amount of extra duty. No travel time shall be allotted for movement from one building to another within the High School/Center Street and Middle School/Intermediate School complexes, but the District will attempt, where possible, to schedule the traveling teacher's preparation time to coincide with the time when she/he moves from one building to the other.

Traveling teachers at the PreK-6 level shall be required to attend one (1) evening open house at one of the schools in which they teach. It shall be the responsibility of the teacher to discuss the open house schedule with his/her building principals and determine which building requires his/her attendance. It shall also be the responsibility of the teacher to notify parents of students in the Open House he/she does not attend that he/she will not be present at the Open House and of alternative methods to meet.

Traveling teachers at the secondary level shall be required to attend one (1) Open House/Parent's Night per semester. It shall be the responsibility of the teacher to discuss the open house schedule with his/her building principals and determine which building requires his/her attendance. It shall also be the responsibility of the teacher to notify parents of students in the Open House he/she does not attend that he/she will not be present at the Open House and of alternative methods to meet.

No traveling teacher will be required to attend more than two (2) Open Houses/Parent's Nights in any school year.

ARTICLE X – ASSIGNMENTS, TRANSFERS, AND PROMOTIONS

A. Assignment of New Teachers. The Superintendent shall assign all newly hired personnel to those positions, which shall be in the type of service for which the teacher is qualified. The Office of Human Resources shall give notice of assignments to new teachers as soon as such specific information is known.

B. Assignment Notices. Teachers will be notified by the end of the school year, or as soon as such specific information is known, of their tentative assignment for the following school year, including the school to which they will be assigned, the grades and subjects that they will teach and any special or unusual classes that they will have.

C. Area of Assignment. Only qualified teachers will be hired or assigned for all teaching positions when a qualified applicant is available.

D. Notice of and Application for Vacancies.

1. Definition of Vacancy. For the purpose of this section, a vacancy shall be defined as an opening in any existing professional position other than supervisory or administrative, for which the District has received written notice that the incumbent is relinquishing his or her position within the District or any newly created professional position other than supervisory or administrative.

2. Notice of Vacancies. Whenever a vacancy occurs for which at least thirty (30) days' notice has been given, the District shall send an email to all unit members announcing the vacancy, which shall also include the job description, qualifications, and salary, for a period of not less than ten (10) days. A second-round vacancy/vacancies which occurs as a result of any transfer will be announced by email for a period of not less than five (5) days. Should the newly created position be filled by an incumbent teacher, the resulting opening will not be available for transfer. Should the District agree

to accept less than thirty (30) days' notice from a departing unit member, the District and HTA will mutually agree upon what notice period, if any, is appropriate under the particular circumstances.

3. Applications. Any teachers who desire to apply for such vacancy shall submit their application in writing, which includes email, to the Human Resources Office.

4. Employee Priority. Whenever it is in the best interests of the District, teachers in the school district will be given priority when teaching vacancies occur in their subject matter/certification area within the District.

E. Request for Transfer. Teachers desiring a change in grade, subject or transferal to another building or promotion to any position for which a vacancy has not been advertised, may file a written statement of such desire with the Human Resources Office. Due consideration will be given to those teachers when a vacancy occurs in their certification area in accordance with Section D above.

In the event that a teacher's request for transfer is not granted, such teacher may meet and confer with his immediate supervisor to discuss the reason for the denial of his transfer request.

F. Notice of Hiring. As soon as possible and no later than the end of each month, the Superintendent or his designee shall deliver to the President of the HTA the names of all teachers who have been officially hired, dismissed, resigned, granted leave or promoted. Said list shall contain the names and addresses of every new teacher hired in the District.

G. Promotions to Administrative and Supervisory Positions.

1. Posting Vacancies. Whenever any vacancy shall occur in any administrative or supervisory position in the Horseheads School District, the district shall publicize the same by providing for appropriate posting in the Human Resources Office, teacher bulletin board in each school and in the Horseheads Central School District Administrative Bulletin. This notice shall clearly set forth a description of the qualifications for the position, including duties, salary and interview dates.

2. Posting Period. No vacancy shall be filled until such vacancy has been posted for at least ten (10) days prior to the last day on which the applications will be accepted except that temporary appointments may be made.

3. Applications. Any qualified teacher may apply for such vacancy in writing with a copy to the Superintendent and the Director of Human Resources. In filling such vacancy, the district agrees to give due weight to the professional background, seniority and attainments of all applicants.

H. Involuntary Transfers.

1. Notice to Teacher. It is recognized that some involuntary transfers of teachers from one building to another or reassignment within a building may be unavoidable, but should be held to a minimum. Notice of any such involuntary transfer shall be given to teachers as soon as practicable and under normal circumstances not later than June 1st.

2. Posting. Prior to effecting an involuntary transfer, a notice advertising the vacancy will be posted in each building in an effort to secure qualified volunteers. Qualified volunteers will be considered first. However, the decision to transfer will be made by the Superintendent.

3. Right to Explanation. An involuntary transfer or reassignment will be made only after a meeting between the teacher involved, a representative of the Association, if requested by the teacher, and the Superintendent or his designee, in order to explain the reasons for said transfer. Every effort will be made to honor the wishes of teachers being requested to transfer.

4. Excess Positions. At the elementary level in cases where the student attrition in the building results in an excess of teachers, the affected teachers in the grade level with the least District seniority shall be transferred.

At the secondary level in cases where student attrition in the building results in an excess of teachers, the teacher with the least District seniority in the certification area shall be transferred.

I. Seniority.

1. Definition of Seniority. Seniority shall be defined as the length of continuous service in the District in any one (1) specific tenure area.

2. Seniority Rights. Whenever the district abolishes a position, the services of the teacher having the least seniority within the tenure of the position abolished shall be discontinued.

3. Seniority List. A seniority list will be published every two (2) years to be inclusive of all teachers in all areas.

J. Preferences. The District will endeavor to follow the following procedure in all cases of involuntary transfer:

1. The District will provide a listing of known unit vacancies to the Union through the regular posting process described in subsection (D), above.

2. The Office of Human Resources will accept written applications throughout the year which may include emails from individuals who are subject to involuntary transfer to any posted and available positions.

3. The District will make reasonable efforts to assign teachers subject to involuntary transfers by the end of the school year, providing said teachers are not on lay-off status.

K. Superintendent's Determination. In making decisions on assignments, promotions, transfers (voluntary or involuntary), and in filling vacancies, the Superintendent shall consider the preference of the teachers as well as the education, experience, professional background, attainments, and seniority of all the teachers involved, as well as the needs of the District. The final decision shall be made by the Superintendent. If a teacher is dissatisfied with an assignment, the teacher may file a grievance, which may be processed through the second stage of the grievance procedure. If a teacher is dissatisfied with an involuntary transfer, the teacher may file a grievance, which may proceed through the entire grievance procedure, including arbitration.

ARTICLE XI – STUDENT DISCIPLINE

A. Disciplinary Rights and Responsibilities. The requirements of the SAVE Legislation, as established by the various District committees, are incorporated by reference.

B. Disciplinary Guidelines. To assist in developing and maintaining proper discipline the following guidelines are established:

1. Personnel Responsibility. The district holds all personnel responsible for the proper conduct and control of the students while under the legal supervision of the school and supports all teachers acting within the framework of these guidelines.

2. Assistance. Teachers desiring assistance in dealing with a discipline problem of a serious and repetitive nature shall complete a Student Conduct Form and submit it to the appropriate building principal. In the case of emergency, immediate assistance should be requested. Teachers will receive a written statement of the handling of a referral within six (6) school days of a referral.
3. Prompt Action. All disciplinary measures by teachers and administrators will be taken promptly.
4. Administrative Support. Teachers who use reasonable disciplinary measures in accordance with these guidelines can expect prompt action and full backing from the administration and district.

ARTICLE XII – STUDENT TEACHERS

A. Qualifications of Sponsoring Teachers. Members of the professional staff with tenure may request student teachers by directing the proper forms to their immediate supervisor who shall forward the request to the Superintendent (or designee). The originator may provide data supporting the desirability of assigning a student teacher. In those schools where special programs have been developed by the staff requiring the services of a team of student teachers, a combined request for student teachers may be submitted by the building principal.

B. Coordination of Programs. The Director of Human Resources in cooperation with the building principals shall be responsible for the coordination, planning, development of evaluation procedures, and orientation of sponsoring teachers and student teachers to the school program. They shall also be responsible for establishing the contact between the school district and the college or university.

C. Assignment of Student Teachers. The decision for the assignment of student teachers to the Horseheads Central School District will be the responsibility of the college or university. However, no student teacher shall be assigned to a school or a teacher without obtaining prior consent of the building principal and the classroom teacher.

D. Team Programs. When a student teacher is assigned to a program utilizing the team approach, which may involve both experienced and beginning teachers, the student teacher shall be assigned to the team leader or to a teacher on the team who meets the experience requirement. The building principal, team leader, and/or classroom teacher shall be responsible for evaluating the performance of the student teacher in cooperation with the participating college or university.

ARTICLE XIII – DUES DEDUCTION

A. Authorization. The District agrees to deduct from the salaries of its teachers, dues for the Horseheads Teachers' Association as said teachers individually and voluntarily authorize the District to deduct, and to transmit the moneys promptly to the Horseheads Teachers' Association. Such deductions are to be spread over the balance of the school year beginning with the first possible pay after receipt of the necessary information from the Horseheads Teachers' Association but no later than twenty-one (21) days after receipt of such information.

Additionally, the District agrees to deduct from the salaries of its teachers' contributions to VOTE/COPE. These contributions will be handled in a manner consistent with dues deductions, as outlined in the prior paragraph. Individual teachers will authorize such deductions in writing using forms provided by the HTA.

B. Authorization Form. Teacher authorization will be in writing in the form set forth below:

PAYROLL DEDUCTION AUTHORIZATION

Social Security Number: _____

Last Name: _____ First: _____

District Name: _____

Association: _____

To the Horseheads Central School District:

I hereby authorize you, according to arrangements agreed upon with the above Association, to deduct from my salary and transmit to aid Association, dues as certified by said Association. I hereby waive all right and claim to said moneys so deducted and transmitted in accordance with this authorization and relieve the district and all its officers from any liability thereof. I revoke any and all instruments heretofore made by me for such purposes. This authority shall remain in full force and effect for all purposes while I am employed in this school system, or until revoked by me in writing.

Member Signature: _____

Date _____

C. Dues Certification. The Association will certify to the District in writing the current rate of the membership dues of the Association named in Section A above. The Association will give the District thirty (30) days written notice prior to the effective date of any such change.

D. Notification. No later than September 30th of each year, the District will provide the Association with a list of those employees who have voluntarily authorized the District to deduct dues for the Association named in Section A above. Any teacher desiring to have the District discontinue deduction he or she has previously authorized must notify the District and the Association concerned in writing.

E. Exclusive Check-Off Rights. The District agrees that it will not accord dues deduction or similar check-off rights to any other organization.

F. Transmittal of Dues. All dues or fees deducted by the District from the payrolls of members of the bargaining unit shall be transmitted promptly to the Association prior to the subsequent payroll date.

ARTICLE XIV – IN-SERVICE EDUCATION

A. Committee.

1. Make Up of the Committee. The District and the Horseheads Teachers' Association agree to establish a committee consisting of eight (8) persons, five (5) appointed by the President of the Horseheads Teachers' Association and three (3) appointed by the Superintendent of Schools. The Committee shall have a rotating chair alternating between administrators and teachers. The appointment shall be on an annual basis.
2. Purpose of the Committee. The committee shall have as its purpose to provide leadership for the District's teacher in-service education programs. As such, it shall have the responsibility for gathering information on needs for in-service education, determining the in-service offerings to meet these needs, proposing a budget to the Superintendent to implement these offerings, and via the Assistant Superintendent, implementing the programs.

This committee shall not have any responsibility for educational programs for teachers put on by the District during regular school hours; however, such programs shall first be offered to the Committee for consideration to be offered for credit outside school hours prior to the District requiring attendance on a release time non-credit basis. If the District intends to mandate a course, it will be clearly stated in the course offering.

3. Meeting of the Committee. The committee may meet at least two (2) times per school year or as needed; said schedule to be determined by September 15th of each school year. Teachers will be released from their normal duties to attend such meetings. The Superintendent and HTA president, or their designees, may jointly call meetings when they feel there is an urgent need.

4. Operation of the Committee. The Committee will implement programs, which are approved by seventy-five percent (75%) of the committee members present. All other operations of the committee's functions shall be conducted under "Robert's Rules of Order, Revised."

Requests for Participation Credit for out-of-District In-Service or District In-Service Proposals may be submitted on-line and then may be reviewed and approved or disapproved through measures other than formal meetings (i.e. e-mails, phone conferences, etc.).

For procedural purposes, all responses should be returned within ten (10) business days and non-responses of committee members shall be deemed an abstention.

A subcommittee of the In-Service Committee, comprised of two (2) teachers and two (2) administrators, is established to review rejection of course approval. The teacher shall have three (3) working days after notification to appeal the rejection. The subcommittee shall issue a written decision and rationale to the affected teacher, President and Superintendent. The decision must be issued before the date of the course offering.

5. Funding of the Committee. The District shall set aside ten thousand dollars (\$10,000) for funding the programs established by the Committee. These funds will be used to pay in-service instructors, allow committee members to attend conferences, and provide needed supplies. Subsequently, the Committee will establish an annual budget to continue the in-service program. The budget will be submitted to the District for adoption.

B. Course Approval.

1. Guidelines for Approving In-Service Credit. When deciding whether or not in-service opportunities are eligible for credit, the following guidelines will be used:

(a) The following are the in-service opportunities, which would qualify for credit:

- District sponsored courses given after the school day.
- Courses sponsored by BOCES and the Special Education Training and Resource Center that align with district initiatives.
- Pre-approved seminars and workshops presented by colleges, universities, museums, and professional organizations; the costs of which are borne by the employee. Such courses must be open to all teachers. If travel is a required part of such an offering, this will be eligible for in-service payment. Travel to and from the institute will not be granted in-service credit.
- Courses sponsored by the Teacher Center that align with district initiatives.
- Pre-approved institutes for which employees receive fellowships, grants or scholarships from non-District sources will receive payment for up to forty-five (45) in-service (clock) hours.
- In the event that a teacher receives funds from both District and non-District sources, the credit received will be prorated. It is understood that no one shall receive credit for taking the same course more than once.

(b) In order to receive credit, the content of the in-service opportunity must meet one of the following criteria:

- Topics must relate to currently established curriculum or to new curricular areas, either of which are appropriate to the staff member's current assignment.
- Topics must directly enhance instructional skills appropriate to the staff member's current assignment.
- If the District intends to mandate a course covering curriculum areas, instructional techniques or new textbooks, the course will first be offered for credit before becoming mandated.

2. **Participant Credit.** Generally, eighty percent (80%) attendance is required to receive credit for an in-service offering. It is understood, however, that in-service offerings may vary in length. Therefore, the following rules shall apply:

- (a) Whenever an in-service offering involves three (3) clock hours or less, perfect attendance is required.
- (b) In all cases, it is expected that the staff member will complete all in-service offerings and requirements. Credit for successful completion of courses will occur three (3) times per year; at the end of December, June and September. Individuals must submit documentation of in-service course completion to Education Support Services within one year of the date a course is completed in order for the District to recognize in-service course credit.
- (c) Should the District mandate an in-service and said in-service can only be held during the school day, then participants in the in-service shall receive release time and in-service credit for the time spent in the training.

(d) Except for new hires taking “Elements of Instruction,” no teacher shall be required to take any in-service offering. Information required by the State and/or Federal Government, which must be disseminated to All District employees, and Conference Days is not considered in-service.

C. Instructor’s Payment. Unit members who instruct 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:

1. When instruction happens during the school day, a full day of instruction shall be eligible for two hours of compensated preparation time in the amount of \$45.00 per hour, prorated for partial days.
2. When instruction happens outside of the school day, the teacher receives \$45.00 per hour for the course plus one hour of compensated preparation time at the rate indicated herein.

D. Registration for Courses. It is understood that prerequisites may be established for various in-service offerings. The Director of Staff Development and Technology Integration will verify that the enrollee has fulfilled any course prerequisites.

E. Oversight of the Committee. Constituent members of the Committee sit at the pleasure of their chief executive officer; i.e. President of the Horseheads Teachers’ Association or the Superintendent of Schools.

The President of the Horseheads Teachers’ Association and the Superintendent of Schools shall annually review the conduct of the Committee and how well it fulfilled its mission. They shall, after gathering necessary information, make any adjustments, modifications, etc., which will improve the Committee’s operation and/or its mission. The contract shall be modified to incorporate these modifications.

ARTICLE XV – SCHOOL-BASED PLANNING AND SHARED DECISION MAKING

A. The Plan for Improving the Education Achievement of All Students is incorporated by reference.

B. Compensation for service on the District Team or Site-Based Teams shall be commensurate with the curriculum rate (see Article V. Section P.) only for meetings held between the end of one school year and the beginning of the next school year. District Team and Site-Based Teams meetings held during a school year shall alternate between regular work hours and after work hours.

C. The President and Superintendent or designee shall review Site-Based Team Action Plans that impact terms and conditions of employment or Board policies.

D. The Superintendent or designee and President will visit site-based teams in their initial planning meeting for the up-coming school year to reinforce what each site-based team is empowered to do.

E. Site-Based Teams. Before implementing any plans, activities or program changes, building teams will:

1. Present a draft proposal to staff of all components of the plan, activity or program changes that may have an educational impact on students or faculty;
2. Seek feedback or revisions from staff using e-mail, staff meetings, surveys and/or memos;
3. After receiving feedback and/or revisions, site teams will distribute same to faculty;

4. Before creating and presenting a final draft to staff, site teams will consider all feedback/revisions from staff. If no changes are made to the original proposal, site team will offer explanations to all building staff, in writing or otherwise, providing reasons why the feedback/revisions were not incorporated into the final draft.

5. The final draft must be presented in writing to the faculty.

No decisions made at site-based teams may alter the terms and conditions of employment as outlined in this agreement without the parties meeting to negotiate the impact of any proposed change.

F. Building Level Committees. The building principal will select appropriate number of participants in consultation with the building site team.

G. District Committees. The Superintendent shall set the size, charge, and dates for completion of the committee's work. The President of the Horseheads Teachers' Association will seek volunteers. All teacher volunteers will submit their names to the HTA President and the Superintendent or designee to create a list. The President of the Horseheads Teachers' Association then shall meet with the Superintendent or designee to select the HTA members of the committee(s). All decisions made by the committee(s) shall be arrived at by consensus.

ARTICLE XVI – MISCELLANEOUS PROVISIONS

A. Modification of Agreement. This Agreement shall constitute 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 acting through the Superintendent of Schools and the President of the Horseheads Teachers' Association in a written and signed amendment to the Agreement.

B. Agreement Superseding. This Agreement shall supersede any rules, regulations, or practices of the district, which shall be contrary to or inconsistent with its terms.

C. Savings Clause. If any provision of this Agreement or any application of the Agreement 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, but all other provisions or applications shall continue in full force and effect.

D. Duplication.

1. Copies of this Agreement shall be duplicated and distributed to all teachers at the expense of the District and open to all teachers now employed or hereafter employed by the district. At least fifty (50) additional copies shall be supplied to the Association immediately after duplication.

2. In the event that the parties choose to have this Agreement professionally printed, the Association shall reimburse the District for one-half (1/2) the cost of the fifty (50) additional copies.

3. Either party shall have the right to order additional copies at its own expense.

4. Each party shall inspect proofs prior to final printing and recommend corrections to be made. If recommended corrections are not made by the printer, either party may reject the entire order.

E. Employee Assistance Program.

Guidelines

1. The Horseheads Central School District and the Horseheads Teachers' Association mutually agree that alcoholism, alcohol and drug abuse, and other behavioral/medical problems, which repeatedly affect job performance and job safety are treatable conditions.
2. It is mutually agreed to initiate an Employee Assistance Program for employees and their families in order to:
 - (a) Identify the problem at the earliest possible stage.
 - (b) Motivate the employee to seek help.
 - (c) Direct the employee toward the best assistance possible.
3. Any employee who seeks assistance will not jeopardize his or her job security or promotional opportunities. No information obtained from or about an employee as a result of his or her participation in the program shall be made available to be used for any purpose by either party unless an employee decides that such release is in his/her best interest and gives written authorization for release of information.
4. It will be the decision and subsequent responsibility of the employee to comply with referrals for diagnosis and to cooperate with prescribed therapy.
5. It will be the responsibility of all district supervisors and union representatives to implement this policy. This responsibility will be limited to assessing job performance and taking appropriate corrective action. Managers will refrain from making any diagnosis relative to the employee's behavioral/medical problem.
6. Implementation of this policy will not require or result in any special regulations, privileges or exemptions from standard administrative practices applicable to job performance requirements, especially in those instances where the health and safety of students and other employees are concerned.
7. The implementation and responsibilities under the Employee Assistance Program shall not create any duty to the employees entering the program nor shall it create any liability on the part of any school district employee implementing said policy. All employees of the Horseheads Central School District shall be held harmless from claims by fellow employees arising out of the implementation of this policy.

ARTICLE XVII – DURATION OF AGREEMENT

The Agreement shall be for five (5) years commencing July 1, 2023 and ending June 30, 2028.

ARTICLE XVII – LEGISLATIVE APPROVAL

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR SHALL NOT BE EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE XIX – INTERNET USAGE

Computers, email system and Internet access are provided for school and educational purposes. Personal use during school should be minimal. The District agrees that it will not routinely or randomly monitor a use of computers, email system, or Internet access. Bargaining unit members, however, have no expectations of privacy.

District officials may access a teacher's computer when there is an educational need for information stored in the computer. District officials may monitor or access a teacher's computer for investigation of a specific incident of which the District has reasonable suspicion that misconduct has occurred. The District also reserves the right to monitor or access a teacher's computer for investigation of health or safety matters.

The use of District computers for email or Internet access for harassment of other members of the school community is specifically prohibited. Transmitting ethnic, religious, age or disability harassing materials is also specifically prohibited.

Horseheads Central School District

Redacted

Dr. Thomas J. Douglas, Superintendent of Schools

Date

7/28/23

Horseheads Teachers' Association

Redacted

Mr. William Finneity, President

Date

7/28/23

Appendix I – Salary Schedules

2023-2024

23-24	BA	BA+6	BA +12	BA +18	BA+24	BA+30	BA+36	BA + 42	BA+48	BA + 54	BA + 60
1	\$48,198	\$48,609	\$49,019	\$49,430	\$49,841	\$50,252	\$50,662	\$51,073	\$51,484	\$51,895	\$52,306
2	\$49,258	\$49,678	\$50,098	\$ 50,518	\$50,938	\$51,357	\$51,777	\$52,197	\$52,617	\$53,037	\$53,457
3	\$ 50,022	\$50,448	\$50,875	\$51,301	\$51,727	\$52,154	\$52,580	\$53,006	\$53,433	\$53,859	\$54,285
4	\$50,798	\$51,231	\$51,664	\$52,097	\$52,530	\$52,962	\$53,395	\$53,828	\$54,261	\$54,694	\$55,127
5	\$ 51,610	\$52,050	\$52,490	\$52,930	\$53,369	\$53,809	\$54,249	\$54,689	\$55,129	\$55,569	\$56,009
6	\$52,435	\$52,882	\$53,329	\$53,776	\$54,223	\$54,670	\$55,117	\$55,564	\$56,010	\$56,457	\$56,904
7	\$ 53,274	\$53,728	\$54,182	\$54,636	\$55,090	\$55,544	\$55,998	\$56,452	\$56,906	\$57,360	\$57,814
8	\$54,022	\$54,483	\$54,943	\$55,403	\$55,864	\$56,324	\$56,785	\$57,245	\$57,706	\$58,166	\$58,626
9	\$54,781	\$55,248	\$55,715	\$56,182	\$56,649	\$57,116	\$57,583	\$58,049	\$58,516	\$58,983	\$59,450
10	\$55,551	\$56,024	\$56,498	\$56,971	\$57,445	\$57,918	\$58,392	\$58,865	\$59,338	\$59,812	\$60,285
11	\$56,331	\$56,811	\$57,292	\$57,772	\$58,252	\$58,732	\$59,212	\$59,692	\$60,172	\$60,652	\$61,132
12	\$57,237	\$57,723	\$58,209	\$58,695	\$59,181	\$59,668	\$60,154	\$60,640	\$61,126	\$61,612	\$62,098
13	\$58,805	\$59,297	\$59,789	\$60,281	\$60,773	\$61,265	\$61,757	\$ 62,249	\$62,741	\$63,233	\$63,725
14	\$59,517	\$60,016	\$60,514	\$61,012	\$61,510	\$62,008	\$62,506	\$63,004	\$63,502	\$64,000	\$64,498
For the 23-24 school year, off-step (above step 14) employees shall receive a 4.5% increase over their 22-23 salaries.											
Employees reaching step 15 shall receive a \$1,000 longevity payment added to their salary											
Employees reaching step 25 shall have \$500 added to their salary											
Credit hours in groups of 6 hours off-step=\$404											

23-24	MA	MA+6	MA +12	MA +18	MA+24	MA+30	MA+36	MA + 42	MA+48	MA + 54	MA + 60
1	\$50,252	\$50,662	\$51,073	\$51,484	\$51,895	\$52,306	\$52,716	\$53,127	\$53,538	\$53,949	\$54,359
2	\$51,357	\$51,777	\$52,197	\$52,617	\$53,037	\$53,457	\$53,876	\$54,296	\$54,716	\$55,136	\$55,556
3	\$52,154	\$52,580	\$53,006	\$53,433	\$53,859	\$54,285	\$54,712	\$55,138	\$55,564	\$55,991	\$56,417
4	\$52,962	\$53,395	\$53,828	\$54,261	\$54,694	\$55,127	\$55,560	\$55,993	\$56,426	\$56,859	\$57,292
5	\$53,809	\$54,249	\$54,689	\$55,129	\$55,569	\$56,009	\$56,448	\$56,888	\$57,328	\$57,768	\$58,208
6	\$54,670	\$55,117	\$55,564	\$56,010	\$56,457	\$56,904	\$57,351	\$57,798	\$58,245	\$58,692	\$59,139
7	\$55,544	\$55,998	\$56,452	\$56,906	\$57,360	\$57,814	\$58,268	\$58,722	\$59,176	\$59,630	\$60,084
8	\$56,324	\$56,785	\$57,245	\$57,706	\$58,166	\$58,626	\$59,087	\$59,547	\$60,008	\$60,468	\$60,928
9	\$57,116	\$57,583	\$58,049	\$58,516	\$58,983	\$59,450	\$59,917	\$60,384	\$60,851	\$61,318	\$61,785
10	\$57,918	\$58,392	\$58,865	\$59,338	\$59,812	\$60,285	\$60,759	\$61,232	\$61,706	\$62,179	\$62,653
11	\$58,732	\$59,212	\$59,692	\$60,172	\$60,652	\$61,132	\$61,612	\$62,093	\$62,573	\$63,053	\$63,533
12	\$59,668	\$60,154	\$60,640	\$61,126	\$61,612	\$62,098	\$62,584	\$63,070	\$63,556	\$64,042	\$64,528
13	\$61,265	\$61,757	\$62,249	\$62,741	\$63,233	\$63,725	\$64,217	\$64,709	\$65,201	\$65,693	\$66,185
14	\$62,008	\$62,506	\$63,004	\$63,502	\$64,000	\$64,498	\$64,996	\$65,495	\$65,993	\$66,491	\$66,989
For the 23-24 school year, off-step (above step 14) employees shall receive a 4.5% increase over their 22-23 salaries.											
Employees reaching step 15 shall receive a \$1,000 longevity payment added to their salary											
Employees reaching step 25 shall have \$500 added to their salary											
Credit hours in groups of 6 hours off-step=\$404											

2024-2025

24-25	BA	BA+6	BA +12	BA +18	BA+24	BA+30	BA+36	BA + 42	BA+48	BA + 54	BA + 60
1	\$49,258	\$49,678	\$50,098	\$50,518	\$50,937	\$51,357	\$51,777	\$52,197	\$52,617	\$53,036	\$53,456
2	\$50,318	\$50,747	\$51,176	\$51,605	\$52,034	\$52,463	\$52,892	\$53,320	\$53,749	\$54,178	\$54,607
3	\$51,426	\$51,864	\$52,302	\$52,741	\$53,179	\$53,617	\$54,055	\$54,494	\$54,932	\$55,370	\$55,809
4	\$52,223	\$52,668	\$53,113	\$53,558	\$54,003	\$54,449	\$54,894	\$55,339	\$55,784	\$56,229	\$56,674
5	\$53,033	\$53,485	\$53,937	\$54,389	\$54,841	\$55,293	\$55,745	\$56,197	\$56,649	\$57,101	\$57,553
6	\$53,881	\$54,340	\$54,799	\$55,259	\$55,718	\$56,177	\$56,636	\$57,095	\$57,555	\$58,014	\$58,473
7	\$54,742	\$55,209	\$55,676	\$56,142	\$56,609	\$57,075	\$57,542	\$58,008	\$58,475	\$58,941	\$59,408
8	\$55,618	\$56,092	\$56,566	\$57,040	\$57,514	\$57,988	\$58,462	\$58,936	\$59,410	\$59,884	\$60,358
9	\$56,399	\$56,880	\$57,361	\$57,841	\$58,322	\$58,803	\$59,283	\$59,764	\$60,245	\$60,725	\$61,206
10	\$57,192	\$57,679	\$58,166	\$58,654	\$59,141	\$59,629	\$60,116	\$60,604	\$61,091	\$61,578	\$62,066
11	\$57,995	\$58,489	\$58,984	\$59,478	\$59,972	\$60,467	\$60,961	\$61,455	\$61,949	\$62,444	\$62,938
12	\$58,810	\$59,311	\$59,812	\$60,314	\$60,815	\$61,316	\$61,817	\$62,319	\$62,820	\$63,321	\$63,822
13	\$59,756	\$60,263	\$60,771	\$61,278	\$61,785	\$62,293	\$62,800	\$63,308	\$63,815	\$64,323	\$64,830
14	\$61,392	\$61,906	\$62,419	\$62,933	\$63,447	\$63,960	\$64,474	\$64,988	\$65,501	\$66,015	\$66,529
For the 24-25 school year, off step (above step 14) employees shall receive a 4.4% increase over their 23-24 salaries.											
Employees reaching step 15 shall receive a \$1,000 longevity payment added to their salary											
Employees reaching step 25 shall have \$500 added to their salary											
Credit hours in groups of 6 hours off-step=\$404											

24-25	MA	MA+6	MA +12	MA +18	MA+24	MA+30	MA+36	MA + 42	MA+48	MA + 54	MA + 60
1	\$51,357	\$51,777	\$52,197	\$52,617	\$53,036	\$53,456	\$53,876	\$54,296	\$54,716	\$55,136	\$55,555
2	\$52,463	\$52,892	\$53,320	\$53,749	\$54,178	\$54,607	\$55,036	\$55,465	\$55,894	\$56,322	\$56,751
3	\$53,617	\$54,055	\$54,494	\$54,932	\$55,370	\$55,809	\$56,247	\$56,685	\$57,123	\$57,562	\$58,000
4	\$54,449	\$54,894	\$55,339	\$55,784	\$56,229	\$56,674	\$57,119	\$57,564	\$58,009	\$58,454	\$58,899
5	\$55,293	\$55,745	\$56,197	\$56,649	\$57,101	\$57,553	\$58,005	\$58,457	\$58,909	\$59,361	\$59,813
6	\$56,177	\$56,636	\$57,095	\$57,555	\$58,014	\$58,473	\$58,932	\$59,391	\$59,851	\$60,310	\$60,769
7	\$57,075	\$57,542	\$58,008	\$58,475	\$58,941	\$59,408	\$59,875	\$60,341	\$60,808	\$61,274	\$61,741
8	\$57,988	\$58,462	\$58,936	\$59,410	\$59,884	\$60,358	\$60,832	\$61,306	\$61,780	\$62,254	\$62,728
9	\$58,803	\$59,283	\$59,764	\$60,245	\$60,725	\$61,206	\$61,687	\$62,167	\$62,648	\$63,129	\$63,609
10	\$59,629	\$60,116	\$60,604	\$61,091	\$61,578	\$62,066	\$62,553	\$63,041	\$63,528	\$64,016	\$64,503
11	\$60,467	\$60,961	\$61,455	\$61,949	\$62,444	\$62,938	\$63,432	\$63,926	\$64,421	\$64,915	\$65,409
12	\$61,316	\$61,817	\$62,319	\$62,820	\$63,321	\$63,822	\$64,323	\$64,825	\$65,326	\$65,827	\$66,328
13	\$62,293	\$62,800	\$63,308	\$63,815	\$64,323	\$64,830	\$65,337	\$65,845	\$66,352	\$66,860	\$67,367
14	\$63,960	\$64,474	\$64,988	\$65,501	\$66,015	\$66,529	\$67,042	\$67,556	\$68,070	\$68,584	\$69,097
For the 24-25 school year, off step (above step 14) employees shall receive a 4.4% increase over their 23-24 salaries.											
Employees reaching step 15 shall receive a \$1,000 longevity payment added to their salary											
Employees reaching step 25 shall have \$500 added to their salary											
Credit hours in groups of 6 hours off-step=\$404											

2025-2026

25-26	BA	BA+6	BA +12	BA +18	BA+24	BA+30	BA+36	BA + 42	BA+48	BA + 54	BA + 60
1	\$50,329	\$50,758	\$51,187	\$51,616	\$52,045	\$52,474	\$52,903	\$53,332	\$53,761	\$54,190	\$54,619
2	\$51,401	\$51,839	\$52,277	\$52,715	\$53,153	\$53,591	\$54,029	\$54,467	\$54,905	\$55,344	\$55,782
3	\$52,507	\$52,955	\$53,402	\$53,850	\$54,297	\$54,745	\$55,192	\$55,640	\$56,087	\$56,535	\$56,982
4	\$53,663	\$54,120	\$54,577	\$55,035	\$55,492	\$55,950	\$56,407	\$56,864	\$57,322	\$57,779	\$58,236
5	\$54,495	\$54,959	\$55,424	\$55,888	\$56,353	\$56,817	\$57,282	\$57,746	\$58,210	\$58,675	\$59,139
6	\$55,340	\$55,811	\$56,283	\$56,755	\$57,226	\$57,698	\$58,170	\$58,641	\$59,113	\$59,585	\$60,056
7	\$56,225	\$56,704	\$57,183	\$57,662	\$58,141	\$58,621	\$59,100	\$59,579	\$60,058	\$60,537	\$61,017
8	\$57,124	\$57,611	\$58,097	\$58,584	\$59,071	\$59,558	\$60,045	\$60,532	\$61,019	\$61,505	\$61,992
9	\$58,037	\$58,532	\$59,026	\$59,521	\$60,016	\$60,510	\$61,005	\$61,500	\$61,994	\$62,489	\$62,984
10	\$58,853	\$59,354	\$59,856	\$60,357	\$60,859	\$61,361	\$61,862	\$62,364	\$62,865	\$63,367	\$63,868
11	\$59,679	\$60,188	\$60,697	\$61,205	\$61,714	\$62,223	\$62,731	\$63,240	\$63,749	\$64,257	\$64,766
12	\$60,518	\$61,034	\$61,549	\$62,065	\$62,581	\$63,097	\$63,613	\$64,128	\$64,644	\$65,160	\$65,676
13	\$61,368	\$61,891	\$62,414	\$62,937	\$63,460	\$63,983	\$64,506	\$65,029	\$65,552	\$66,075	\$66,598
14	\$62,355	\$62,885	\$63,414	\$63,944	\$64,473	\$65,003	\$65,532	\$66,062	\$66,591	\$67,121	\$67,650

For the 25-26 school year, off-step (above step 14) employees shall receive a 4.35% increase over their 24-25 salaries.

Employees reaching step 15 shall receive a \$1,000 longevity payment added to their salary

Employees reaching step 25 shall have \$500 added to their salary

Credit hours in groups of 6 hours off-step=\$404

25-26	MA	MA+6	MA +12	MA +18	MA+24	MA+30	MA+36	MA + 42	MA+48	MA + 54	MA + 60
1	\$52,474	\$52,903	\$53,332	\$53,761	\$54,190	\$54,619	\$55,048	\$55,477	\$55,906	\$56,335	\$56,764
2	\$53,591	\$54,029	\$54,467	\$54,905	\$55,344	\$55,782	\$56,220	\$56,658	\$57,096	\$57,534	\$57,972
3	\$54,745	\$55,192	\$55,640	\$56,087	\$56,535	\$56,982	\$57,430	\$57,877	\$58,325	\$58,772	\$59,220
4	\$55,950	\$56,407	\$56,864	\$57,322	\$57,779	\$58,236	\$58,694	\$59,151	\$59,608	\$60,066	\$60,523
5	\$56,817	\$57,282	\$57,746	\$58,210	\$58,675	\$59,139	\$59,604	\$60,068	\$60,533	\$60,997	\$61,462
6	\$57,698	\$58,170	\$58,641	\$59,113	\$59,585	\$60,056	\$60,528	\$61,000	\$61,471	\$61,943	\$62,415
7	\$58,621	\$59,100	\$59,579	\$60,058	\$60,537	\$61,017	\$61,496	\$61,975	\$62,454	\$62,933	\$63,413
8	\$59,558	\$60,045	\$60,532	\$61,019	\$61,505	\$61,992	\$62,479	\$62,966	\$63,453	\$63,940	\$64,427
9	\$60,510	\$61,005	\$61,500	\$61,994	\$62,489	\$62,984	\$63,478	\$63,973	\$64,467	\$64,962	\$65,457
10	\$61,361	\$61,862	\$62,364	\$62,865	\$63,367	\$63,868	\$64,370	\$64,872	\$65,373	\$65,875	\$66,376
11	\$62,223	\$62,731	\$63,240	\$63,749	\$64,257	\$64,766	\$65,274	\$65,783	\$66,292	\$66,800	\$67,309
12	\$63,097	\$63,613	\$64,128	\$64,644	\$65,160	\$65,676	\$66,191	\$66,707	\$67,223	\$67,739	\$68,255
13	\$63,983	\$64,506	\$65,029	\$65,552	\$66,075	\$66,598	\$67,121	\$67,644	\$68,168	\$68,691	\$69,214
14	\$65,003	\$65,532	\$66,062	\$66,591	\$67,121	\$67,650	\$68,180	\$68,709	\$69,238	\$69,768	\$70,297

For the 25-26 school year, off-step (above step 14) employees shall receive a 4.35% increase over their 24-25 salaries.

Employees reaching step 15 shall receive a \$1,000 longevity payment added to their salary

Employees reaching step 25 shall have \$500 added to their salary

Credit hours in groups of 6 hours off-step=\$404

2026-2027

26-27	BA	BA+6	BA +12	BA +18	BA+24	BA+30	BA+36	BA + 42	BA+48	BA + 54	BA + 60
1	\$51,399	\$51,837	\$52,275	\$52,713	\$53,151	\$53,589	\$54,027	\$54,465	\$54,903	\$55,342	\$55,780
2	\$52,468	\$52,916	\$53,363	\$53,810	\$54,257	\$54,704	\$55,152	\$55,599	\$56,046	\$56,493	\$56,940
3	\$53,585	\$54,042	\$54,499	\$54,955	\$55,412	\$55,869	\$56,326	\$56,782	\$57,239	\$57,696	\$58,152
4	\$54,739	\$55,205	\$55,672	\$56,138	\$56,605	\$57,072	\$57,538	\$58,005	\$58,471	\$58,938	\$59,404
5	\$55,943	\$56,420	\$56,897	\$57,374	\$57,851	\$58,327	\$58,804	\$59,281	\$59,758	\$60,235	\$60,711
6	\$56,811	\$57,295	\$57,779	\$58,263	\$58,748	\$59,232	\$59,716	\$60,200	\$60,684	\$61,169	\$61,653
7	\$57,692	\$58,183	\$58,675	\$59,167	\$59,659	\$60,150	\$60,642	\$61,134	\$61,625	\$62,117	\$62,609
8	\$58,614	\$59,114	\$59,613	\$60,113	\$60,612	\$61,112	\$61,612	\$62,111	\$62,611	\$63,110	\$63,610
9	\$59,552	\$60,059	\$60,567	\$61,074	\$61,582	\$62,089	\$62,597	\$63,104	\$63,612	\$64,119	\$64,627
10	\$60,504	\$61,019	\$61,535	\$62,051	\$62,566	\$63,082	\$63,598	\$64,113	\$64,629	\$65,145	\$65,660
11	\$61,354	\$61,877	\$62,400	\$62,923	\$63,445	\$63,968	\$64,491	\$65,014	\$65,537	\$66,060	\$66,583
12	\$62,216	\$62,746	\$63,276	\$63,807	\$64,337	\$64,867	\$65,397	\$65,928	\$66,458	\$66,988	\$67,518
13	\$63,090	\$63,628	\$64,165	\$64,703	\$65,241	\$65,778	\$66,316	\$66,854	\$67,392	\$67,929	\$68,467
14	\$63,976	\$64,522	\$65,067	\$65,612	\$66,157	\$66,703	\$67,248	\$67,793	\$68,338	\$68,884	\$69,429

For the 26-27 school year, off-step (above step 14) employees shall receive a 4.25% increase over their 25-26 salaries.

Employees reaching step 15 shall receive a \$1,000 longevity payment added to their salary

Employees reaching step 25 shall have \$500 added to their salary

Credit hours in groups of 6 hours off-step=\$404

26-27	MA	MA+6	MA +12	MA +18	MA+24	MA+30	MA+36	MA + 42	MA+48	MA + 54	MA + 60
1	\$53,589	\$54,027	\$54,465	\$54,903	\$55,342	\$55,780	\$56,218	\$56,656	\$57,094	\$57,532	\$57,970
2	\$54,704	\$55,152	\$55,599	\$56,046	\$56,493	\$56,940	\$57,387	\$57,835	\$58,282	\$58,729	\$59,176
3	\$55,869	\$56,326	\$56,782	\$57,239	\$57,696	\$58,152	\$58,609	\$59,066	\$59,522	\$59,979	\$60,436
4	\$57,072	\$57,538	\$58,005	\$58,471	\$58,938	\$59,404	\$59,871	\$60,337	\$60,804	\$61,270	\$61,737
5	\$58,327	\$58,804	\$59,281	\$59,758	\$60,235	\$60,711	\$61,188	\$61,665	\$62,142	\$62,618	\$63,095
6	\$59,232	\$59,716	\$60,200	\$60,684	\$61,169	\$61,653	\$62,137	\$62,621	\$63,105	\$63,589	\$64,074
7	\$60,150	\$60,642	\$61,134	\$61,625	\$62,117	\$62,609	\$63,100	\$63,592	\$64,084	\$64,575	\$65,067
8	\$61,112	\$61,612	\$62,111	\$62,611	\$63,110	\$63,610	\$64,109	\$64,609	\$65,108	\$65,608	\$66,108
9	\$62,089	\$62,597	\$63,104	\$63,612	\$64,119	\$64,627	\$65,134	\$65,642	\$66,150	\$66,657	\$67,165
10	\$63,082	\$63,598	\$64,113	\$64,629	\$65,145	\$65,660	\$66,176	\$66,692	\$67,207	\$67,723	\$68,239
11	\$63,968	\$64,491	\$65,014	\$65,537	\$66,060	\$66,583	\$67,106	\$67,629	\$68,152	\$68,674	\$69,197
12	\$64,867	\$65,397	\$65,928	\$66,458	\$66,988	\$67,518	\$68,049	\$68,579	\$69,109	\$69,639	\$70,170
13	\$65,778	\$66,316	\$66,854	\$67,392	\$67,929	\$68,467	\$69,005	\$69,542	\$70,080	\$70,618	\$71,155
14	\$66,703	\$67,248	\$67,793	\$68,338	\$68,884	\$69,429	\$69,974	\$70,519	\$71,065	\$71,610	\$72,155

For the 26-27 school year, off-step (above step 14) employees shall receive a 4.25% increase over their 25-26 salaries.

Employees reaching step 15 shall receive a \$1,000 longevity payment added to their salary

Employees reaching step 25 shall have \$500 added to their salary

Credit hours in groups of 6 hours off-step=\$404

2027-2028

27-28	BA	BA+6	BA +12	BA +18	BA+24	BA+30	BA+36	BA + 42	BA+48	BA + 54	BA + 60
1	\$52,466	\$52,913	\$53,360	\$53,807	\$54,254	\$54,701	\$55,148	\$55,596	\$56,043	\$56,490	\$56,937
2	\$53,532	\$53,988	\$54,445	\$54,901	\$55,357	\$55,813	\$56,269	\$56,726	\$57,182	\$57,638	\$58,094
3	\$54,646	\$55,112	\$55,577	\$56,043	\$56,509	\$56,975	\$57,440	\$57,906	\$58,372	\$58,838	\$59,303
4	\$55,809	\$56,285	\$56,760	\$57,236	\$57,712	\$58,187	\$58,663	\$59,139	\$59,614	\$60,090	\$60,566
5	\$57,011	\$57,496	\$57,982	\$58,468	\$58,954	\$59,440	\$59,926	\$60,412	\$60,898	\$61,384	\$61,869
6	\$58,265	\$58,762	\$59,258	\$59,755	\$60,251	\$60,748	\$61,245	\$61,741	\$62,238	\$62,734	\$63,231
7	\$59,169	\$59,673	\$60,177	\$60,681	\$61,186	\$61,690	\$62,194	\$62,698	\$63,203	\$63,707	\$64,211
8	\$60,086	\$60,598	\$61,110	\$61,622	\$62,134	\$62,646	\$63,159	\$63,671	\$64,183	\$64,695	\$65,207
9	\$61,047	\$61,567	\$62,087	\$62,608	\$63,128	\$63,648	\$64,168	\$64,689	\$65,209	\$65,729	\$66,250
10	\$62,023	\$62,552	\$63,080	\$63,609	\$64,137	\$64,666	\$65,195	\$65,723	\$66,252	\$66,780	\$67,309
11	\$63,015	\$63,552	\$64,089	\$64,626	\$65,163	\$65,700	\$66,237	\$66,774	\$67,311	\$67,848	\$68,385
12	\$63,900	\$64,445	\$64,989	\$65,534	\$66,078	\$66,623	\$67,168	\$67,712	\$68,257	\$68,801	\$69,346
13	\$64,798	\$65,350	\$65,902	\$66,455	\$67,007	\$67,559	\$68,111	\$68,664	\$69,216	\$69,768	\$70,320
14	\$65,708	\$66,268	\$66,828	\$67,388	\$67,948	\$68,508	\$69,068	\$69,628	\$70,188	\$70,748	\$71,308

For the 27-28 school year, off-step (above step 14) employees shall receive a 4.15% increase over their 26-27 salaries.

Employees reaching step 15 shall receive a \$1,000 longevity payment added to their salary

Employees reaching step 25 shall have \$500 added to their salary

Credit hours in groups of 6 hours off-step=\$404

27-28	MA	MA+6	MA +12	MA +18	MA+24	MA+30	MA+36	MA + 42	MA+48	MA + 54	MA + 60
1	\$54,701	\$55,148	\$55,596	\$56,043	\$56,490	\$56,937	\$57,384	\$57,831	\$58,278	\$58,726	\$59,173
2	\$55,813	\$56,269	\$56,726	\$57,182	\$57,638	\$58,094	\$58,551	\$59,007	\$59,463	\$59,919	\$60,376
3	\$56,975	\$57,440	\$57,906	\$58,372	\$58,838	\$59,303	\$59,769	\$60,235	\$60,700	\$61,166	\$61,632
4	\$58,187	\$58,663	\$59,139	\$59,614	\$60,090	\$60,566	\$61,041	\$61,517	\$61,993	\$62,468	\$62,944
5	\$59,440	\$59,926	\$60,412	\$60,898	\$61,384	\$61,869	\$62,355	\$62,841	\$63,327	\$63,813	\$64,299
6	\$60,748	\$61,245	\$61,741	\$62,238	\$62,734	\$63,231	\$63,727	\$64,224	\$64,721	\$65,217	\$65,714
7	\$61,690	\$62,194	\$62,698	\$63,203	\$63,707	\$64,211	\$64,716	\$65,220	\$65,724	\$66,228	\$66,733
8	\$62,646	\$63,159	\$63,671	\$64,183	\$64,695	\$65,207	\$65,719	\$66,231	\$66,743	\$67,255	\$67,767
9	\$63,648	\$64,168	\$64,689	\$65,209	\$65,729	\$66,250	\$66,770	\$67,290	\$67,810	\$68,331	\$68,851
10	\$64,666	\$65,195	\$65,723	\$66,252	\$66,780	\$67,309	\$67,838	\$68,366	\$68,895	\$69,423	\$69,952
11	\$65,700	\$66,237	\$66,774	\$67,311	\$67,848	\$68,385	\$68,922	\$69,459	\$69,996	\$70,533	\$71,071
12	\$66,623	\$67,168	\$67,712	\$68,257	\$68,801	\$69,346	\$69,891	\$70,435	\$70,980	\$71,524	\$72,069
13	\$67,559	\$68,111	\$68,664	\$69,216	\$69,768	\$70,320	\$70,873	\$71,425	\$71,977	\$72,529	\$73,082
14	\$68,508	\$69,068	\$69,628	\$70,188	\$70,748	\$71,308	\$71,868	\$72,428	\$72,988	\$73,548	\$74,108

For the 27-28 school year, off-step (above step 14) employees shall receive a 4.15% increase over their 26-27 salaries.

Employees reaching step 15 shall receive a \$1,000 longevity payment added to their salary

Employees reaching step 25 shall have \$500 added to their salary

Credit hours in groups of 6 hours off-step=\$404

**APPENDIX II – ATHLETIC STIPENDS
AND
EXTRA AND CO-CURRICULAR STIPENDS**

Athletic and extracurricular stipends shall be calculated based on the following schedule:

Step	2023-24	2024-25	2025-26	2026-27	2027-28
1	37,362	37,736	37,925	38,304	38,496
2	37,656	38,409	38,793	39,569	39,965
3	37,764	38,519	38,904	39,682	40,079
4	38,307	39,073	39,464	40,253	40,656
5	39,718	40,512	40,917	41,735	42,152
6	39,826	40,623	41,029	41,850	42,269
7			41,140	41,963	42,383
8					42,497

Athletic stipends, as may or may not be included from year to year in the annual budget are calculated by multiplying the appropriate level “conversion factor” listed below by the number of weeks in the regular season. 0.5% then is added for every one week of vacation included in the season (with “one week of vacation” including any five-day period when students are not in school for at least two or more of consecutive days). The resulting sum (known as the “athletic stipend percentage”) then is multiplied by the coach’s appropriate step on the above salary step schedule in order to determine the subject coaching stipend. Additional adjustments to the athletic stipend percentage will be made for the items addressed below, in addition to any longevity increase that may apply.

Conversion Factor (x) #of weeks = Total (+) Vacation = Final % (x) Step # = Stipend Amount

Level & Conversion Factors

2023-24 and 2024-25

Varsity – 1.25

Assistant Varsity – .95

Junior Varsity – .95

Modified – .85

2025-26, 2026-27 and 2027-2028

Varsity – 1.4%

Assistant Varsity – 1.0%

Junior Varsity – 1.0%

Modified – .9%

Additional Athletic Stipend Percentage Adjustment Factors

- The football season length shall include two (2) extra weeks for working Sundays.
- .5% will be added for each week that a team/individual competes in sectional, regional, and/or state play.

Example of Athletic Stipend Formula using fictitious head varsity football coach example:

- Conversion factor of 1.1 x 13 weeks of regular season (which includes two extra weeks for working on Sundays) = 14.3%
- 14.3% + 1.5% (due to 3 weeks of vacation) = 15.8%
- 15.8% x \$37,607 (due to coach being on Step 5 of the salary schedule) = \$5,941.91
- \$5,941.91 + \$200.00 (due to coach entering year 10 of coaching the position) = Coaching Stipend of \$6,141.91
- Coaching stipend of \$6,141.91 then may be increased according to weeks of play in sectional, regional, and/or state play in accordance with the above .5% per week amount.

Coaching Placement

Coaches who have been a varsity head coach in one sport and are being hired as a varsity head coach in another sport, with no experience in that sport, will receive credit of one step on the salary schedule for each two (2) years' experience as a head coach, not to exceed the third step on the scale.

A varsity assistant or head junior varsity coach who is appointed to the position of head varsity coach in the same sports category will receive their previous step credit for their new appointment in the same sports category.

Coaches hired outside the District with coaching experience in the same sport for which they are hired will be placed on the salary step schedule as determined by the Superintendent or designee.

A coach of a varsity or J.V. sport who is appointed to a position in the same sport, but of a different gender, will receive their previous step credit for the new appointment in the same sport category.

Coaches who supervise physicals during summer vacation will be paid on a minimum wage basis.

The same procedures are now listed in the coaches handbook, regarding varsity coaches operating without an assistant or J.V. coach shall be maintained.

*** The athletic stipends may change year to year based on numerous factors. The Athletic Director shall provide a written salary notice prior to the beginning of each sports season stating the exact stipendiary formula and resulting amount for the regular season. An updated notice shall be provided at the end of the season showing the final formula and resulting stipend amount, if different from the regular season amount.**

The following is a list of coaching positions that may or may not be funded on an annual basis:

<u>Position</u>
Football
Head Coach
Assistant Varsity (2)
Head Junior Varsity
Assistant Junior Varsity (2)
Modified
Boys Soccer
Head Coach
Assistant Varsity
Junior Varsity
Modified (2)
Girls Soccer
Varsity
Junior Varsity
Modified
Cross Country
Head Coach
Modified
Volleyball
Head Coach
Junior Varsity
Modified (2)
Girls Swimming
Head Coach
Assistant Varsity
Modified (2)
Girls Tennis
Head Coach
Boys Golf
Head Coach
Modified (co-ed)
Girls Golf
Head Coach
Modified (co-ed)
Bowling
Varsity
Junior Varsity
Boys Basketball
Head Coach
Junior Varsity
Freshman
Modified (2)
Girls Basketball
Head Coach
Junior Varsity
Modified (2)

Gymnastics
Head Coach
Wrestling
Head Coach
Junior Varsity
Modified
Boys Swimming
Head Coach
Assistant Varsity
Modified
Indoor Track
Head Coach
Assistant Varsity (2 positions)
Boys Track
Head Coach
Assistant Varsity
Modified
Girls Track
Head Coach
Assistant Varsity
Modified
Boys Tennis
Head Coach
Baseball
Head Coach
Assistant Varsity
Junior Varsity
Modified
Lacrosse-Boys
Head Coach
Assistant Varsity
Assistant Junior Varsity
Junior Varsity
Modified
Lacrosse-Girls
Head Coach
Assistant Varsity
Junior Varsity
Modified
Girls Softball
Head Coach
Junior Varsity
Modified
Cheerleading—Fall
Head Coach
Junior Varsity
Cheerleading—Winter
Head Coach
Junior Varsity
Unified Sports Coach (Coaches)

Extracurricular stipends, as may or may not be included from year to year in the annual budget, are calculated by using a teacher's appropriate step on the five-step schedule set forth in subdivision three of this paragraph and multiplying the salary by the percentage listed for the position as set forth below:

<u>Position</u>	<u>Percent</u>
Elementary	
4 th Grade Play Director at Ridge Road	3.00
TV Coordinator (one position at each building)	5.00
Intermediate	
A-V Technology Support Coordinator	4.50
Odyssey of the Mind	2.50
Wish Advisor	5.00
Robotics Club Advisor	3.50
Intermediate School Band (currently known as Band Director)	3.50
Intermediate School Vocal (currently known as 6th Grade Show Choir Director)	2.50
Intermediate Student Council Advisor	4.00
Middle School	
Academic Challenge	2.50
Quiz Bowl	2.50
Science Olympiad	3.00
Scholastic Challenge	2.50
A-V Coordinator	8.00
After School Enrichment/Remediation	\$18.67 Hourly Rate
SC Bookstore	5.00
SC Advisor	5.00
Central Treasurer	5.00
DP Liaison Person	6.00
Middle School Band Director	5.00
Middle School/High School Orchestra Director	8.00 total for combined position
Middle School Vocal	8.50
Newspaper Advisor	7.00
Drama Club Advisor	1.25
National Junior Honor Society	2.50
HMS Live Advisor	10.00
MS Ski Club Advisor	4.00
Yearbook Advisor	5.00
Computer Coordinator	6.00
Technology Guild	6.00
Technology Olympiad	3.00
Team Leader	0.75
Activity Period	4.50
Variety Show Advisor	2.50
Middle School Musical Advisor	8.00
Technology Club Advisor	5.00
High School	
A-V Coordinator South Wing	4.00
A-V Coordinator North Wing	8.00

A-V Coordinator South Wing	4.00
DECA Advisor	5.00
Bookstore Advisor	3.00
Student Council	5.00
High School Band Director	10.00
Marching Ensemble Director	15.00
Assistant Marching Ensemble Director	4.00
Middle School/High School Orchestra Director	8.00 total for combined position
V Music Director	8.00
Choral Advisor	3.00
Athletic Receipts Manager	7.00
Ski Club Advisor	4.00
Yearbook General Advisor	9.00
Yearbook Literary Advisor	3.00
Language Club Advisor	6.00
Math After School	\$3,081
School on Saturday	\$25.00/hour
Athletic Study Hall Proctor	\$16.50/session
Athletic Study Hall Advisor	\$500/semester
Yearbook Photo Advisor	5.00
Yearbook Subscription Advisor	4.50
Yearbook Advertising Advisor	3.00
Central Treasurer	13.00
9 th Grade Advisor	4.00 (7.00 as of July 1, 2019)
10 th Grade Advisor	4.00 (8.00 as of July 1, 2019)
11 th Grade Advisor	6.00 (10.00 as of July 1, 2019)
12 th Grade Advisor	12.00 (13.00 total as of July 1, 2019)
Newspaper Advisor	5.00
Ushers Club	3.00
National Honor Society	4.00
Debate Club	3.00
Academic Challenge	2.50
Super Saturday	4.00
Varsity H Advisor	21.00
Summer Varsity H Advisor	12.50
Dramatics Advisor	10.00
Assistant Dramatics Advisor	6.00
Northlight Art Club	3.00
HS Computer Coordinator	11.00
DP Liaison Person	6.00
Latin Club Advisor	6.00
SADD	5.00
Key Club	5.00
FHA/HERO	6.00
Mock Trial Club	3.00
Science Club/Science Olympiad	2.50
Unified Sports Advisor	3.50
District-Wide Department Chairperson and Building Chairperson	
Home/Career Skills	1.00
Technology	1.00

Elementary Level (for each K-6)	1.00
Intermediate and Middle	1.00
High School	1.00
District-Wide Assignments	
Athletic Manager	20.00
Aquatics Manager	20.00
Testing Associate	10.00
Elementary Resource	16.00
Elementary School Orchestra	2.00
Curriculum Specialist	16.00
Building Facilitators	\$1,500/year
LRE Implementation Facilitator	\$5,000/year
Mapping Facilitators	\$1,500/year

The District shall establish District-wide grade and department chairperson position for the elementary and secondary levels. The job description of this position shall be developed jointly by the Horseheads Teachers Association and the District.

A grade level chairperson who previously served as a different grade level chairperson will be given step schedule credit up to Step 5 for their prior experience. Additionally, a department level chair who previously served as a department level chair in the same subject area but a different grade level will be given step schedule credit up to Step 5 for their prior experience.

Mentors

<u>Year 1</u>	<u>\$1,500</u>
<u>Year 2</u>	<u>\$ 750</u>
<u>Year 3</u>	<u>\$ 500</u>

Intramural athletic positions, as may or may not be funded on an annual basis, are not subject to the five-step salary schedule set forth in subdivision two of this paragraph. Each intramural athletic position pays an hourly rate of \$22.20 per hour in accordance with an approved intramural schedule for each season and/or activity.

The positions in the chart below will be paid at the listed rates.

<u>Position</u>	
Supervision of Athletic Events at Middle School Levels	
Supervisor	\$30.15
Timer and Scorer	\$40.20
<u>Supervision of Athletic Events at High School Level</u>	
Supervisor	\$40.20
Timer and Scorer	\$50.25

Longevity

Pursuant to Article V (E) (7) of the Collective Bargaining Agreement:

A unit member shall receive the following longevity incentives added to the annual stipend payment as the unit member enters the years of service outline below. In order to receive the longevity payment, the years of service must be consecutive and within the same sport (regardless of position within that sport) or extracurricular stipend.

- Entering year 10 Additional \$200
- Entering year 15 Additional \$300
- Entering year 20 Additional \$400
- Entering year 25 Additional \$500

Stipend Percentage Conversion Chart

The following are the required work hours for each percentage stipendiary position:

<u>Stipend Percentage</u>	<u>Required Hours</u>	<u>Stipend Percentage</u>	<u>Required Hours</u>
1.00	20	10.50	210
1.50	30	11.00	220
2.00	40	11.50	230
2.50	50	12.00	240
3.00	60	12.50	250
3.50	70	13.00	260
4.00	80	13.50	270
4.50	90	14.00	280
5.00	100	14.50	290
5.50	110	15.00	300
6.00	120	15.50	310
6.50	130	16.00	320
7.00	140	16.50	330
7.50	150	17.00	340
8.00	160	17.50	350
8.50	170	18.00	360
9.00	180	18.50	370
9.50	190	19.00	380
10.00	200	19.50	390
10.50	210	20.00	400