

AGREEMENT

between the

HARRISVILLE CENTRAL SCHOOL TEACHERS' ASSOCIATION

and the

HARRISVILLE CENTRAL SCHOOL BOARD OF EDUCATION

July 1, 2025 – June 30, 2028

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HARRISVILLE CENTRAL SCHOOL TEACHERS' ASSOCIATION

And

HARRISVILLE CENTRAL SCHOOL BOARD OF EDUCATION

Pursuant to Article 14 of the State Civil Service Law, the Harrisville Central School Board of Education hereby adopts the following procedure by which negotiations shall take place with said organization.

ARTICLE I **AGREEMENT**

The Negotiation Procedure Agreement made and entered into this 1st day of July 2025 by and between the Harrisville Central School Board of Education (hereinafter referred to as the "Board") and the Harrisville Central School Teachers' Association (hereinafter referred to as the "Association").

Except as otherwise expressly provided herein, the provisions of this Agreement shall be effective through June 30, 2028.

ARTICLE II **RECOGNITION**

In setting forth the terms of this Agreement, the Board and the Association agree on the following definitions:

Instructional Staff: A member of the Instructional Staff whose position requires certification by the State Education Department and who is a member of the Instructional Unit as defined by the Board under the provisions of the applicable statutes. Members of the Instructional Staff include: Teachers, Teaching Assistants, School Counselors and School Psychologists.

Administrators: The Superintendent of Schools and all Principals.

Consultant: Any party whose assistance in the preparation for negotiation or whose counsel during Negotiations may be of value or need to either party.

The Board having determined that the Association is supported by a majority of the teachers, and having evidence that the Association has agreed to comply with provisions of Article 14 of the Civil Service Law, recognizes the Association as the exclusive negotiating agent for all members of the teaching staff, and other certified personnel employed by the School District except the Superintendent of Schools and Principals.

The Association having been designated the exclusive collective negotiating representative of the Instructional Staff, as defined above makes this Agreement in its capacity as the exclusive collective negotiating representative of such employees. The provisions of this Agreement constitute the sole procedure for the processing and settlement of any claim by a member of the Instructional Staff or the Association of a violation by the Board of this Agreement. As the representative of the Instructional Staff, the Association may process grievances through the Grievance Procedure or settle same.

ARTICLE III
AREAS FOR NEGOTIATION AND AGREEMENT

This recognition constitutes an agreement between the Board and the Association to reach mutual understandings regarding matters related to terms and conditions of employment. The Board and Association recognize that the Board is the legally constituted body responsible for the determination of policies covering all aspects of those public schools under the jurisdiction of the Board. The Board recognizes that it must operate in accordance with all statutory provisions of the Commissioner of Education in accordance with such statutes. The Board cannot reduce, negotiate or delegate its legal responsibilities.

ARTICLE IV
PROCEDURES FOR CONDUCTING NEGOTIATIONS

1. Negotiating Teams: The Board, or designated representative(s) of the Board with the Superintendent of Schools as consultant to the Board, will meet with representatives designated by the Association for the purpose of negotiation in order to reach agreement.
2. Opening Negotiations: Upon request of either party for a meeting to open negotiations, a mutually acceptable meeting date shall be set no more than thirty (30) school days following such request.

The Association and the Board or its delegated representatives at the first meeting shall submit all issues proposed for negotiation in writing.
The second and all necessary subsequent meetings shall be called at times mutually agreed upon by the parties.
3. At the conclusion of each meeting, two more dates will be agreed upon until negotiations are concluded
4. Negotiations Procedures: Designated representative(s) of the Board with the Superintendent of Schools as consultant to the Board, shall meet at such mutually agreed upon places and times with representatives of the Association for the purpose of effecting a free exchange of facts, opinions, proposals and counterproposals in an effort to reach agreement. Both parties agree to conduct such negotiations in good faith and to deal openly and fairly with each other on all matters. Following the initial meeting, additional meetings will be held as the parties may require to reach an agreement on the issue(s) or until an impasse is reached.

Meetings shall not exceed two (2) hours, unless an extension is agreed upon, and shall be held at a time other than the regular school hours, unless the Board gives authority to do otherwise. In such an event there will be no loss of compensation in any way to the Association representatives.

Negotiation sessions shall be closed to the public.

Both negotiation teams may request the right to a thirty (30) minute caucus at any time, and such request shall be granted.

The parties agree that, during the period of negotiations and prior to reaching impasse, the proceedings of the negotiations shall not be released to any public media, but committee reports may be released to the respective organizations.

5. Consultants: The parties may call upon consultants to assist in preparing for negotiations, and to advise them during conference sessions. The expense of such consultants shall be borne by the party requesting them.
6. Reaching Agreement: When an agreement is reached covering the areas under negotiations, the proposed agreement shall be reduced to writing as agreed upon by the negotiating parties and

prepared for distribution by the Superintendent of Schools' office. Following approval by the Association and the Board, the Board will take such actions as are required to adopt the provisions formally in accordance with existing statutes.

7. **Implementation and Amendment:** This Agreement shall become effective upon its approval by a majority of the Association and a majority of the Board members. It may be amended as prescribed in the Recognition and Negotiation Procedure section of said Agreement. Copies of this Agreement shall be duplicated at the expense of the Board and distributed to all teachers now employed or hereinafter employed by the Board, within fifteen (15) school days following its ratification by both parties.

ARTICLE V **RESPONSIBILITIES OF PARTIES**

Each of the parties hereto acknowledges the rights and responsibilities of the other party, the rights of individual teachers under the law, and the responsibility of both parties to follow policies set forth by the Commissioner of Education. Should any Article or Section of the Agreement or an addendum thereto be held invalid by operation of or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Agreement and Addenda thereto shall not be affected thereby, and the parties shall enter into immediate collective negotiations for the purpose of arriving at a mutually satisfactory replacement for such invalid Article or Section.

It shall be the joint responsibility of the Board and the Administrators to develop reasonable rules for student conduct, to seek the participation and recommendations of the teaching staff in the development of such rules, to support the teacher in the enforcement of such rules, to protect insofar as possible a teacher who is subjected to harassment or legal action as the result of carrying out an approved disciplinary policy. It shall be the responsibility of the teacher to assist the Board and the Administrators in the development of such rules when so requested, to use sound judgment in the application of discipline, and to act within the spirit of Board policy, the Education Law, and the Teachers' Code of Ethics.

ARTICLE VI **DUES DEDUCTIONS**

The Board agrees to deduct from the salaries of the Association member's dues for Harrisville Central School Teachers' Association and New York State United Teachers Association and American Federation of Teachers and/or National Education Association and/or New York State Education Association.

The Board further agrees to transmit the monies promptly, in ten equal bi-weekly payments, beginning with the second pay period of October, to the Treasurer of the Harrisville Central School Teachers Association.

Teacher authorization shall be in writing and on record in the office of the Superintendent of Schools as of the first day of October each year. The annual payment to the Treasurer of the Harrisville Central School Teachers Association will be based on said list of teachers who have voluntarily authorized dues deductions.

Members shall be entitled to have membership dues for the Association and its affiliates collected via payroll deduction. Such authorization shall continue from year-to-year unless revoked in writing by the member. Upon receipt of a written authorization from the member directing payroll deduction, the District (or other employer) shall deduct and remit dues from the regular salary of each employee. For new hires, such deduction is to begin no later than 30 days after effective date of employment, provided written authorization for payroll deduction has been received. Withdrawal of payroll deduction must be made in writing to the District's business office.

ARTICLE VII
HEALTH INSURANCE

1. The Board will provide teachers the opportunity to participate in health insurance coverage with the St. Lawrence-Lewis Counties School Employees Healthcare Plan B, Rider 11 as of July 1, 2025.

The school district will pay:

<u>Individual Premium</u>		<u>Family and Two-person Premium, inclusive of dependent age of 26</u>
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92%	(As of July 1, 2014)	87%
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92%	(As of July 1, 2027)	86%
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2. The District will maintain an IRS 125 Plan for the purpose of health insurance premium contributions.
3. The District will provide \$50 per year per unit member for the purpose of participation in an Employee Assistance Program. The unit will contract directly with the EAP and be responsible for the distribution of any information regarding the EAP to unit members. A copy of the contract will be provided to the District each year as verification of participation and, should the unit fail, in any given year, to maintain membership in the program, the annual District contribution will cease.
4. Any full-time unit members receiving health insurance through the district, who are subsequently reduced to part-time, shall continue to receive health insurance at the same percentage rates stated above.
5. Open Enrollment will be in January of each year for the following school year, except for extenuating circumstances (within 30 days of event).

ARTICLE VIII
LEAVES OF ABSENCES

1. Annual Leave: All unit employees will be credited with 15 leave days per year. These days may be utilized in the following manner:
 - A. Personal illness of employee.
 - B. Family member or significant other has an illness wherein the employee is required to attend to the family member or significant other in the home or hospital.
 - C. Medical or dental appointments which cannot be scheduled other than during the workday.
 - D. Personal business
 - E. Unused annual leave shall accumulate, to a maximum of 200 days, as follows:
 1. Leave days will be credited at the beginning of each school year. At the close of the school year, unused days will be credited to the employee's accumulated leave balance.
 2. For each year an employee does not utilize any leave, an additional bonus of two (2) days will be credited to his or her accumulated leave balance.

3. In the event a unit member does not use more than 3 annual leave days during the 10-month school year (summer school leave days are not included), he/she will be reimbursed as follows:

0-1 annual leave days used -	receive \$300
2-3 annual leave days used -	receive \$150
More than 3 annual leave days used -	receive \$0

- F. If an employee takes a day off before or after any break they will be charged 2 annual leave days per day taken. A break is defined as the following times: Thanksgiving Break, Christmas Break, Mid-Winter Break, Spring Break and any other time there are 3 consecutive week days. An exemption to this will be if the unit member provides documentation to the payroll office of a scheduled medical procedure or medical appointment for that unit member, spouse, or children, or bereavement leave as defined below.

2. Bereavement Leave: A maximum of five (5) bereavement days per occurrence shall be allowed without loss of pay for death in the immediate family. "Immediate Family" includes unit member and partner. "Immediate Family" shall also include the grandparents, parents, children, brothers and sisters of the member and partner and any other relative residing in the personal household in which the employee himself/herself resides.

It is recognized that situations occur wherein a bargaining unit member may have an established "immediate family" relationship with an individual who would not otherwise meet the definition set forth above. Bereavement leave will be made available to a unit member who establishes to the satisfaction of the Superintendent that such a relationship exists.

3. Parental Leave:

- A. Upon the birth or adoption of a child a teacher will be entitled to an unpaid childrearing leave for up to one (1) year. Said leave will be without benefits, except as required by law.

- B. A teacher on childrearing leave shall notify the Superintendent of Schools by May 1 of the current school year of his/her intent to return to teaching at the beginning of the next school year. In the event that he/she shall desire to return at a time other than at the beginning of a school year he/she shall notify the school sixty (60) days in advance. Childrearing leaves will normally end at the beginning of a school year or at mid-term unless by mutual agreement a different time is selected.

In case of a partial year's service, less than one-half (1/2) school year shall not be credited toward salary increment, and more than one-half (1/2) school year shall be credited toward one (1) year's salary increment.

4. Court Leave: Unit members who are summoned for jury duty will be paid in accordance with New York State Judiciary Law. The law for public employees serving as jurors provides that they cannot accept any pay for jury duty (except mileage) and that public employers must pay full salary for absences due to jury duty. Employee will be required to provide proof of time served.

5. Military Leave: As governed by law.

6. Teachers Enrichment Day: One (1) day with full pay and without loss of leave may be granted for purposes of visiting classrooms, schools or colleges with approval and arrangement with the Superintendent of Schools.

7. Leave without Pay: Upon request from a teacher and upon the recommendation of the Superintendent, the Board may grant leave without pay. The tenure status of a teacher granted leave would remain unchanged by the leave, neither being canceled nor increased, if the leave does not exceed two (2) school years. Retirement benefits, health insurance and similar fringe benefits will not be paid by the school district during the leave without pay; although the teacher may elect to continue coverage at his/her own expense. Shorter periods of absence, not to exceed twenty (20) weeks, without pay, may be arranged upon request of the teacher to the Superintendent of Schools. Retirement benefits, health insurance, and similar fringe benefits will be paid if the absence is less than twenty (20) weeks, less applicable employee share.

It is the intention of the Board of Education to evaluate each recommendation of the Superintendent for a leave without pay on the circumstances of each instance.

8. Compensated Injury Leave: Should a teacher be injured while on duty and become eligible for Workers' Compensation, the school district will pay such teacher the difference between his/her regular salary and compensation benefits. Days will be deducted from annual leave accruals on a prorated basis until such accruals are depleted, at which time the unit member shall receive only the compensation benefits. In the event a unit member, in accordance with state law, depletes all available annual leave, said member will not be subject to any disciplinary action and will not lose any seniority as a result of unpaid days relating to the injury.
9. Academic Conferences: Each teacher may apply for conference attendance in their subject area, subject to prior approval by the Superintendent of Schools, with payment of approved itemized expenses. Conferences or workshops carrying academic credit, which might otherwise be eligible for remuneration under the provisions of Article XI, paragraph 3 of this Agreement, shall be excluded from eligibility for remuneration if attended under the provisions of this paragraph. Exceptions would be any conference or workshop, which a teacher attends at district request. Reimbursement to the employee will be made within 30 days of receipt of documents by the business office. If proper documentation is not received, the expense report will be kicked back to the employee within one (1) week of receipt.
10. Association Days: The Association shall be permitted a total of eight (8) days per year, cumulative to fifteen (15) if unused, for the following purposes only:
 - A. Attendance at NYSUT or AFT state or National convention.
 - B. Participation and/or attendance at a PERB hearing, or Arbitration as a non-essential participant.
 - C. Attendance at a Union workshop provided such workshop in no way pertains to negotiations or litigation training.

The following conditions must also apply:

- A. Association shall provide the Superintendent of Schools with the maximum possible written notice, but in no case less than 48 hours.
- B. Absences must not conflict with the educational process. The Superintendent of Schools shall be the sole determinate as to whether a conflict exists.
- C. The Association shall reimburse the District for the cost of substitute(s), or arrange for coverage of responsibilities of association members absent under the terms of this provision.

ARTICLE IX

TEACHING CONDITIONS

1. Teaching Day: Members of the instructional staff are to be in attendance in their respective buildings from 7:45A.M. - 3:00P.M. This excludes faculty meetings and parent/teacher meetings. No meeting shall extend beyond 5:00P.M. On Friday and on the eve of a holiday recess, teachers may depart at the close of school following departure of school buses. Regional scoring will not go beyond 3:30 on any given day.
2. Class Load Preparations: At the elementary level, class load at the same grade level shall be distributed as equally as administratively possible. At the Junior-Senior High Level, a teacher's yearly workload cannot exceed five (5) credits, excluding Special Education consultant teachers and AIS teachers. A teacher shall be assigned to no more than two (2) subject areas as long as it is administratively feasible. In subject areas employing two or more teachers, it is recommended that preparations at the same grade level be assigned to the same teacher so that a teacher's efforts may be effectively channeled.
3. Preparation Time: Every bargaining unit member shall be provided with one daily instructional period (minimum of forty (40) minutes) for planning and preparation time (i.e., five (5) periods per week) with no scheduled teaching duties. This time shall be protected from supervisory duties and shall be in addition to the thirty (30) minute duty free lunch period. At the Junior-Senior High Level the preparation schedule will be as follows: teachers who have three course preparations will be scheduled one (1) daily preparation period; teachers who have four/five (4/5)

course preparations will be scheduled two (2) daily preparation periods. Study Hall should not be scheduled in a teacher's classroom during a teacher's preparation time unless no other space is available upon mutual agreement.

4. Evaluation Procedures:

A. Procedures: All aspects of the evaluation procedure are outlined in the MOA for the APPR.

5. Dismissal/Discipline: Should it become necessary to officially reprimand or censure, fine, suspend without pay or dismiss a teacher, the following procedure will be followed:

A. Fair Discipline: No member of the bargaining unit shall be dismissed, disciplined, reduced in rank or compensation or have an unsatisfactory evaluation placed in his/her file, or otherwise be deprived of professional advantage without just cause as prescribed by NYS Education Law.

6. Notification of Assignment: Teachers and Teaching Assistants shall be notified in writing of their tentative assignment for the coming year (i.e., the grades and/or subjects that they will teach and any special or unusual classes that they will have, in addition to extra-curricular assignments) as soon as practicable by June 1st.

7. Teacher Personnel File:

- A. The official district teacher personnel file shall be maintained in the offices of the Superintendent of Schools.
- B. No material derogatory to a teacher's conduct, service, character or personality shall be placed in the file unless the teacher has had an opportunity to examine and sign such material. The signature does not indicate agreement with the contents, only that the teacher read the material.
- C. In the event a teacher believes information placed in his/her file is false, inaccurate or not germane to a teacher's professional responsibilities, he/she may resort to the grievance procedure in order to seek removal of such material. Matters of administrative judgment of teaching performance shall not be the subject of such a grievance, and are specifically excluded.
- D. An incident that has not been reduced to writing, within forty-five (45) school days of its discovery or its occurrence, whichever is later, exclusive of summer vacation period, may not be added to the file.
- E. The teacher shall have the right to answer any material filed and his/her answer shall be attached to the file copy. The teacher shall have thirty (30) school days from the date of his/her initial examination of the contested material to answer such materials.
- F. Upon request, teachers in the presence of the custodian thereof, shall be permitted to examine their files.
- G. With the exception of charges of alleged immorality or continuation of the type of conduct that prompted the action, only material filed prior to recommendation for disciplinary action or dismissal shall be considered in determining whether a teacher shall be disciplined or dismissed.
- H. No material in a teacher's file will be released to other than district personnel in the course of their duties without the teacher's permission. This is not intended to limit candid references requested of the district; the release of public records or information that is subject to litigation or Administrative procedures.

8. Communication:

- A. The administrators and teachers shall consider it their duty to keep each other fully informed on all matters pertaining to the educational process.

B. A joint committee composed of a maximum of three (3) Board of Education members and the Superintendent, and three (3) professional staff members shall be appointed annually by the respective groups prior to October 1st. The joint committee will meet, as the need requires.

9. Maintenance of Standards: The impact of any change in practices and policies currently in effect which affects mandatory terms and conditions of employment, as defined by the Public Employment Relations Board, not otherwise covered by this agreement shall be negotiable.

The Association shall notify the District within fifteen (15) school days of its intent to negotiate the impact of a change as defined herein.

Nothing in this paragraph shall be deemed to restrict the prerogatives of the District in changing the size of the staff or class size.

10. Chaperoning: During the course of a school year, numerous student extra-curricular functions are scheduled requiring building administrators to call upon the professional personnel of the school system to provide supervision.

Teacher-chaperones for away events will be met with volunteers where possible, with a minimum of one teacher-chaperone assigned to each bus. In the event, when volunteers are not available, building administrators will make assignments to assure the minimum level of supervision.

Teachers who are chaperoning shall be compensated \$20 per hour.

In the event that teacher chaperones cannot be found the duty of chaperone will be offered to all other school district employees.

11. Class and Club Advisors: Class and Club advisors shall be selected on a voluntary basis. If volunteers are not available, the District will not appoint someone who is already serving as an advisor for some other activity.

12. Teachers Schedule: A committee appointed by the Association will meet no later than May 1st for the purpose of providing input to the District on the Master Schedule for the coming school year. In the event it becomes necessary to make significant changes to the schedule, the District and the Scheduling Committee shall meet prior to changes being made.

13. Money-Collecting: All teachers shall not be required to collect money from students for lunch, milk or other food programs.

14. Requests for Substitutes: The District shall make all effort to honor on a first-come, first-served basis, a teacher's request for a particular substitute to be placed in his/her room in case of that teacher's illness or other absence from school.

15. Teachers employed in a position that is less than full time shall be scheduled as follows:

.80 – Duty Free Lunch, Planning Period, 5 periods of supervision

.60 – Duty Free Lunch, Planning Period, 4 periods of supervision

.50 – Planning Period, 3 periods of supervision

All part time employees will work contiguous periods.

16. Duty Coverages – When a unit member is called upon by Administrative Staff to cover a class during their prep, voluntary or otherwise, they will be compensated \$30 per period.

The Teacher/Teaching Assistant will be responsible by 3:15 p.m. the day of coverage to be sure the Office Staff know of such coverage.

ARTICLE X

GRIEVANCE PROCEDURE

Section I - Definition

A grievance is an alleged violation or misinterpretation of an expressed provision of this agreement. A grievance shall be deemed waived unless a written grievance is initiated within twenty (20) school days after the occurrence of the event-giving rise to the grievance.

Step 1: Discussion between the aggrieved teacher and his/her immediate supervisor. Every reasonable effort to adjust the grievance shall be made by the supervisor, the teacher and/or the Association representative. The supervisor shall give his/her reply to the grievance within five (5) school days of the date of discussion.

Step 2: Discussion between the aggrieved teacher and the Superintendent of Schools at which discussion the teacher's supervisor, an Association representative, and appropriate witness may be present. Request for such Step 2 hearing shall be made by the aggrieved teacher submitting a written statement of the grievance to the Superintendent of Schools no later than ten (10) days from the date of Step 1 reply. Following the Step 2, the Superintendent of Schools shall have five (5) school days in which to reply in writing to the grievance.

The written statement of grievance shall contain the following: statement of the express provision(s) of this agreement alleged to be violated; action or actions which led to the filing of the grievance; individual or individuals responsible for the alleged action(s) if applicable and known; remedy sought.

All written statements of grievance and appeals to subsequent steps shall be accurately dated.

Step 3: All written statements and records in the matter, in the event the issue or grievance has not been settled shall be submitted to the President of the Board of Education by the teacher, his/her representative(s) or the Association Grievance Committee within ten (10) days after receiving the decision rendered by the Supervisor if such decision does not meet with approval. The Board may hold a hearing, in order to obtain further information regarding the matter and after receiving the written reports, and holding a hearing that the same be necessary, the Board shall render a final decision within thirty (30) days or no later than the next regular meeting.

Step 4: After procedures have been followed as set forth in Step 3, if the teacher and/or representatives and/or Association do not agree with the decision, and it is determined by the Association that the grievance is meritorious, it may submit the grievance to binding arbitration by written notice to the Board within fifteen (15) school days of the decision in Step 3.

The parties will attempt to agree upon the service of an arbitrator mutually acceptable and competent in the area of the grievance within five (5) school days of receipt by the District of a Demand for Arbitration.

Should the parties be unable to agree upon the services of an arbitrator, the dispute will be submitted to the American Arbitration Association for processing under their Voluntary Rules.

All reference to "days" within this article shall mean "school days".

Jurisdiction of arbitrator: The Arbitrator shall not supplement, enlarge, diminish or alter the scope of meaning of this agreement, nor entertain jurisdiction over any subject matter not contained herein, except, to the extent necessary to determine his/her jurisdiction.

All time limits contained within this procedure shall be strictly construed.

Should a decision at any step of this procedure not be appealed to the next step within the time limit specified, the grievance shall be deemed to be withdrawn, and further appeal shall be barred. Further, should the District or its representative fail at any step to answer within the specified time limit, this failure shall permit the lodging of an appeal at the next step within the time which would have been allotted had the decision been communicated by the final day.

ARTICLE XI
GENERAL SALARY PROVISIONS

1. Unit members shall be compensated according to negotiated Salary Schedule. Salary refers to basic, 10 month, teaching salary without regard to extra duty pay or extra-curricular participation remuneration.

Teacher - New Hire Base Salary

<u>2025-2026</u>	<u>2026-2027</u>	<u>2027-2028</u>
\$49,507	\$50,992	\$52,522

Teaching Assistant - New Hire Base Salary

<u>2025-2026</u>	<u>2026-2027</u>	<u>2027-2028</u>
\$25,899	\$26,676	\$27,476

Year 1 – 4.5%
Year 2 – 5%
Year 3 – 5%

2. Payrolls will be issued bi-weekly, and teachers may request, in writing, payment on 10 or 12 month basis (21 or 26 pays). Teachers who are paid on a 12-month basis cannot withdraw the accumulated monies until the last payment in June.
3. Teacher pay scale will be on file in District Office.
4. All new teachers with prior experience or related experience shall be given a salary as determined by the Board.

Salary credit to be granted for graduate work, in-service credit, or advanced degrees completed prior to effective date of employment shall be determined at time of hiring. No salary adjustment for such credit or degrees shall be made subsequent to initial employment. In determining whether or not credit or degrees earned prior to employment will be allowed, the same standard shall be applied as that which would be utilized in accordance with the provisions of paragraph 3 of this Article. In the absence of an extensive step schedule, the district will consult the union president(s) prior to negotiating a salary for any prospective union positions to ensure the offered salary is fair and equitable.

5. Any Teacher hired prior to 7/1/19 will receive \$200 for masters added to their base for the duration of their employment. Anyone hired after 7/1/19 will receive \$200 for master's degree added to the base for the first 5 years of employment or for the first 5 years after the master's degree is achieved. Any Teaching Assistant hired prior to 7/1/25 who has their Level 3 Teaching Assistant certification will receive \$100 added to their base salary for the duration of their employment. Any Teaching Assistant hired after 7/1/25 who has their Level 3 certification will receive \$100 added to their base salary for ten (10) years. Any currently employed Teaching Assistant who obtains their Level 3 Teaching Assistant certification will receive \$100 added to their base salary for 10 years after the Level 3 is obtained.

6. Longevity increases will be given as follows:

After year 10 - \$500 as a stipend
After year 15 - \$750 to the base
After year 20 - \$1,000 to the base
After year 25 - \$1,000 to the base
After year 29 - \$1,000 to the base

6. Unit members required by the district to work during the summer shall be compensated at 1/200 of their previous year's salary.

Compensation for voluntary summer work shall be determined in the following manner:

In no event shall the daily compensation be less than \$100, no more than \$150 for a 6-hour day. Teachers will be compensated at \$100 for a full day workshop, or the BOCES provided rate, whichever is greater. This does not apply to summer instruction.

If a teacher is asked to make a first time change of assignment, they will be paid for 10-hours at an hourly rate of 1/200th of their previous year's salary. This work must be completed in the school building during the summer months.

The School Counselor shall be paid for additional days' work after school closes and prior to the start of school (a maximum of 24 days over the summer break, not including workshops) at the rate of 1/200 of the previous year's salary. All additional days must be approved by the Superintendent of Schools.

14. Unit members assigned to supervise after-school detention shall receive \$25 per hour. If no detention is held on said night, the assigned member will be entitled to one (1) hour's pay \$25
9. The children of unit members who do not live in the District will be allowed to attend school in the District tuition free.
10. After ten (10) years of service to the Harrisville Central School District unit members become eligible for a Death Benefit of \$5,000.00 payable to the unit members designated Estate.
11. The HTA may approach the Superintendent annually to discuss the offering of a local retirement incentive.
12. The District will offer a health insurance buyout annually as follows:

Number of Employees	Percentage of Plan Cost
1-10 Employees	10% of Total Health Care Plan Cost (2-Person or Family)
11-15 Employees	15% of Total Health Care Plan Cost (2-Person or Family)
16 or More Employees	20% of Total Health Care Plan Cost (2-Person or Family)

Buyout Minimum:
Individual - \$850.00
2-Person - \$1750.00
Family - \$2150.00

The buyout based on percentage, will not fall below the minimum figures listed above.

13. Members of the Harrisville Teachers Association will be entitled to a \$150 reimbursement annually for incurred cost from enrollment in an approved Dental and Vision Plan. The employee will be responsible for submitting documentation to the business office by June 9th of the current year.
14. Long Term Substitute Pay will be leveled based on education and/or correlated experience.

Teaching Position

Level 1 – No college degree – normal uncertified substitute daily rate
Level 2 – A current employed TA - \$150/day, a TA holding a 4-year degree will be moved to Level 3.
Level 3 – 4 yr. college degree and not a certified teacher - \$175/day
Level 4 – Certified Teacher – 1/200th of a Step 1 Teacher.

Teaching Assistant Position

Level 1 – Any uncertified substitute will receive the uncertified substitute daily rate.
Level 2 – Any certified teacher or teaching assistant will receive the certified substitute daily rate.

15. Any and all stipends being added to a unit member's salary for additional duties/work will be added to the contract as an MOA.

ARTICLE XII

TERMINATION COMPENSATION

Unit members in the employment of the Harrisville Central School District are entitled to Termination Compensation as outlined below.

Termination Compensation

Unit members in the district who have concluded ten (10) years but less than fifteen (15) years, shall upon legitimate termination of employment (other than discharge) in the Harrisville Central School District, receive payments determined by accumulated annual leave time based on the current certified substitute rate of pay, however, the amount paid out shall not exceed eight percent (8%) of said teacher's salary at the time of termination, the one exception to this eight percent (8%) formula will be a twelve percent (12%) roof payment to those teachers retiring with less than fifteen (15) years of service in the district. After fifteen (15) years the roof payment shall be twenty-five percent (25%). This will be paid to the employee's 403 (b).

ARTICLE XIII

UNUSED EMERGENCY CLOSING DAYS

In the event any unused emergency closing days remain, it shall be the policy of the District to utilize up to a maximum of two such days to provide for dismissal of elementary students during regents week.

ARTICLE XIV

SICK LEAVE BANK

Objective: The sole purpose of the Sick Leave Bank is to provide additional sick leave to bank members who exhausted their own annual leave and who require additional days as a result of unplanned, prolonged illness, or disability. The Bank will be administered by a committee of the Association according to all applicable state and federal laws and the following guidelines:

1. The bank is open to all HTA sick bank members who have completed a full year of employment at Harrisville Central School.
2. Prospective members will apply for membership by notifying the Committee in writing.
3. The deadline for the application for membership is September 30th of each year.
4. Members will donate two (2) days at the time of joining.
5. Membership may be terminated by notifying the Committee in writing. If an employee terminates membership, he/she shall be ineligible to rejoin.
6. Membership may continue each year without reapplication.
7. Days donated are non-refundable.
8. Only members of the Bank are eligible to draw benefits.
9. A member is eligible for drawing from the bank after he/she has exhausted their entire annual leave accumulation. A waiting period of five (5) unpaid working days must occur before drawing days from the bank.

10. A member making an appeal for days will meet with the Committee, if necessary, to determine whether sick leave will be granted.
11. When a member makes an appeal for sick leave, the Committee will respond in writing within five (5) working days after the request has been made. Decisions of the Committee shall not be made based on arbitrary, capricious, or discriminatory reasons.
12. An appeal for days will require a physician's statement that identifies the member unable to work with a begin date of doctor ordered time off work and an estimated date of return to work. The member's appeal must estimate the number of days needed. If the return date is changed, a new physician's statement will be required with the updated date. Records relating to the request for bank days will be confidential and retained exclusively by the sick bank committee and human resources.
13. Sick leave days requested are for the teachers' personal illness only.
14. Days granted to a member and not used must be returned to the Bank.
15. During the first three years of sick bank membership, members are limited to a maximum of ten sick bank days per school year without the option to reapply for additional days.
16. After three years of sick bank membership, a maximum of thirty days shall be granted for each request.

If conditions warrant, the applicant may reapply to the Committee for additional days.

- a) Once a member meets the criteria for borrowing from the sick leave bank (whether or not the member actually used any sick leave bank days), the waiting period to borrow from the bank again will be waived.
- b) If a member has a third extended sick leave, the member may again be granted sick leave bank days with the waiting period waived. Before sick leave bank days can be granted, a meeting of the sick leave bank committee and the executive committee shall determine if the applying member will be granted additional days.

Benefits will be granted only as long as days remain available in the Bank.

17. Members will be required to pay back the bank in the amount of one annual leave day per year until the bank is repaid the amount borrowed.
18. Benefits will apply to the days on which the member would have normally been paid.
19. When the Bank's total accumulation falls below 200 days, one additional day shall be drawn from the Bank membership. Such action will be taken only once in any school year.
20. Decisions of the committee regarding the awarding of benefits are not subject to the contractual grievance procedure.
21. The rules and regulations of the Bank may be changed upon the recommendation of the committee and concurrence of the Board of Education and the Teachers' Association.

ARTICLE XV
PROBATIONARY TEACHER/TEACHING ASSISTANT AND
MENTOR PROGRAM

- I. Newly employed teachers/teaching assistants shall be considered probationary teachers/teaching assistants and each shall be assigned a mentor, for the appropriate period, to provide the new teacher with the support, advice and direction necessary to make teaching in the Harrisville Central School District as successful as possible.
2. A committee of five: three teachers/teaching assistants, the Superintendent and one administrator shall select the teachers/teaching assistants who serve as mentors in this program. The President of the Association shall appoint the teachers.
3. The mentor teacher/teaching assistant will direct the probationary effort, involving administrators when appropriate, work with the probationary teacher to develop specific goals and offer such assistance as necessary.
4. Mentor and Probationary teacher/teaching assistants shall be granted one day per semester upon request and approval by administration.
5. Mentor teachers/teaching assistants must have:
 - a) Demonstrated outstanding classroom teaching ability;
 - b) Demonstrated effective written and oral communications skills;
 - c) Demonstrated the ability to work cooperatively and effectively with other professional staff members;
 - d) Extensive knowledge of a variety of classroom management and instructional techniques.
6. The mentor teacher shall receive remuneration in the amount of:

Year1 \$500.00
Year 2 \$400.00
Year 3 \$300.00
Year 4 \$200.00

The mentor teaching assistant shall receive remuneration in the amount of:

Year 1 \$250
Year 2 \$200

Mentor logs are required to be turned into the Superintendent prior to receiving payment.

7. The administrators of the Harrisville Central School District shall be included in the New Teacher/Teaching Assistant Probationary Program as consultants on a monthly basis for the purpose of awareness of any of the new teacher's concerns or the concerns of the mentor.
8. The District and the Association agree to assure that the Probationary Teacher Program meets all NYS Education Law requirements.

ARTICLE XVI
SUBSTITUTE TEACHER ORIENTATION

1. A committee of four teachers shall be formed to develop and implement a Substitute Teacher Orientation Program for the Harrisville Central School District. The committee or its designees shall meet with all substitute teachers in the district within the first week of the substitute teacher's employment. The district shall make all

effort to schedule such orientation within the first two weeks of school and whenever needed during the rest of the year.

2. The orientation shall not exceed two hours in length.

ARTICLE XVII **VOTE/COPE**

The District shall deduct from the payroll checks of individual unit members' monies for VOTE/COPE. Each member who voluntarily elects to have such deductions shall sign an appropriate authorization card. Funds so collected shall be forwarded directly to VOTE/COPE by the District and shall be accompanied by information required by applicable state or federal laws.

Any deductions to be made must be given to the District, in writing, at least twenty (20) school days before the deduction is to be made. The deduction shall be limited to a once annual deduction for an amount authorized, in writing, by the employee.

ARTICLE XVIII **HEALTH INSURANCE COVERAGE**

The District shall maintain health insurance coverage, at the contractual rate, at the time of retirement for the retiring teacher and his or her dependents. Teachers who become fifty-five (55) during the first semester of the school year and are eligible to retire at the age of fifty-five (55) may retire from the Harrisville Central School District at the end of the prior school year and be eligible to receive this health insurance coverage. Notification of intent to retire must be given to the district no later than April 1st of the relevant school year. An Employee must work 10 years in district prior to retirement for Health Insurance benefits to be in effect upon retirement.

The District will reimburse all retirees and their spouses for the cost of their Medicare Part B, on a quarterly basis, contingent upon the following: Employees hired prior to July 1, 2022 must complete 15 years of service to receive this benefit. Employees hired after July 1, 2022 must complete 20 years of service to receive this benefit.

ARTICLE XIX **TRANSFERS**

A. Vacancies and Voluntary Transfers:

1. The Superintendent shall provide a list of known and/or anticipated vacancies electronically to the Union President(s) as soon as such vacancies occur. This list shall apply to all positions currently occupied, or created to be occupied, by unit members. Administration will post this list in the main office and it shall remain posted for (5) days (unless such a time limit is waived by the Union President(s) or his/her representatives). If after five days, no qualified internal candidates express interest, the vacancy shall be posted on external platforms. The Association will be responsible for posting this list in the teachers' room. Vacancies will be posted for 5 days and can be advertised externally simultaneously. Vacant teacher positions must be continuously posted externally until the position is filled with a certified teacher.
2. Teachers who wish a change in grade or subject assignments, or wish a transfer to another department, shall file a written request indicating their desire for such a transfer to the Superintendent. This request shall indicate the grade and/or position, subject, and qualifications for this position.
3. Within three (3) weeks of the receipt of the written request for a particular position, the teacher will be advised in writing of the status of his/her request and the approximate date a decision will be made.

4. Teachers currently employed by the District will be given consideration before external applicants are considered for vacancies.
 5. Among internal candidates, where qualifications in the opinion of the Superintendent are relatively similar, seniority in the District will prevail among applicants.
- B. Involuntary transfers may occur if necessary. An involuntary transfer is when a staff member is reassigned to another grade level; another subject or teaching position; another certification area which is vacant and the unit member is certified or can obtain certification within the school year.
1. The District will make every effort to hold to a minimum involuntary transfer within grade or subject area.
 2. Notice of proposed involuntary transfers shall be given to the teachers involved at a time mutually agreed upon by the HTA President and the Superintendent.
 3. An involuntary transfer shall be made only after a meeting between the teacher involved and the Superintendent (or his/her designee) at which time the teacher and a member of the HTA Executive Council shall be notified of the reasons for the transfer.
 4. No teacher will be transferred involuntarily without good cause, as determined by the Superintendent.

ARTICLE XX

EMPLOYEE RECORDS

New Hires: The District will notify the Association of the hire and starting date, building assignment, tenure area and subject assignment, if certification specific, of all new members within five (5) days of hire.

All Employees: By October 1 of each year, irrespective of any payroll deduction correspondence, the District will provide the Association with a full list of unit members, including name, job title and tenure area.

Separation of Service: The Association will be notified within five (5) business days of a unit member's separation from service.

ARTICLE XXI

DURATION OF AGREEMENT

This agreement shall take effect upon ratification by both parties July 1, 2025 and unless otherwise noted and shall remain in full force and effect through June 30, 2028, and shall automatically renew itself from year to year thereafter, unless either party notifies the other in writing, at least sixty (60) days prior to the expiration date, of a desire to amend or terminate same.

In the event any provision of this Agreement is nullified or otherwise deemed unenforceable by legislative, judicial or executive act that has the force and effect of an unenforceable, legislative and judicial act, the Agreement will continue in its entirety with full force and effect, absent said provision, or portion thereof. To the extent that such action necessitates impact bargaining, upon demand from either party, impact bargaining will commence within thirty (30) days of receipt of the submission for impact bargaining.

In witness, thereof, the Harrisville Central School Board has caused this instrument to be executed by its duly authorized officer; and the Harrisville Teachers Association, having taken all action required to make this agreement effective, have caused its instruments to be executed by their officers duly authorized to act, for themselves and on behalf of the members in the bargaining unit and the teachers represented by them.

Association:

Board of Education

President

Date

President

Date

Superintendent

Date

APPENDIX A

Distance Learning

It is agreed that the Harrisville Teachers' Association and the Harrisville Central School may participate in the Distance Learning Program under the following conditions:

I. General

- a. The parties acknowledge and confirm that participation in the Distance Learning Program is to provide students with educational and enrichment opportunities that would otherwise be unavailable under the Harrisville Central School District's standard operating procedure for that academic year. The Distance Learning and On-line Learning Programs shall not be used by the District to argue that the union may have waived any rights that may exist to the exclusivity of the bargaining unit. The parties agree that the Distance Learning and On-line Learning Programs, in whole or in part, involve bargaining unit work in the provision of educational services to the children of the District.
- b. No member of bargaining unit on effective date of this agreement in tenure area shall be subject to a reduction in force, in whole or in part, as a result of the District sending/receiving courses in that tenure area through the Distance Learning and On-line Learning Programs. The Distance Learning and On-line Learning Programs will not be used as a means to eliminate staff.
- c. The parties agree that training for participants will be provided. The cost(s) of appropriate training shall be established and borne by the District. The training will address specific skills that are necessary for effective and successful instruction in the Distance Learning and On-line Learning Programs environment. This training will precede any such Distance-Learning and On-line Learning Programs assignment and will be applicable for in-service credit.

II. Transmitting

- a. Any program delivered from Harrisville, for the purpose of educating children, shall be taught by a volunteer from the bargaining unit. The bargaining unit volunteer will provide at least one unit member who is certified to teach a full year course on the system at the District's request. Due to the interactive nature of the technology, the transmission must be live and delivered during the course of the regular school day; subsequent use of taped recordings of the live transmission must be for the purposes of student review for participating students and/or for the completion of makeup work.
- b. The teacher shall not have the responsibility to maintain or repair any equipment used in transmitting the lesson or any equipment used in responding to the inquiries of those receiving the broadcast.
- c. The number of DL students will be determined by the classroom size upon mutual agreement between Administration and the Association.
- d. All grading of school work and tests shall be done in district by the transmitting teacher who will cooperate with a designated person in the receiving school for these purposes. If the grades need to be translated into a different system to agree with the receiving school's system, that shall not be the responsibility of the bargaining unit member. The transmitting teacher will send grades to the receiving school at the time, and in the manner, when she/he turns in grades in district.
- e. The teacher shall not be expected or required to attend any functions in the receiving school districts, but will be available to receiving school students and their parents in the same manner that she/he is available to district students and parents. The teacher and the receiving district may make mutually acceptable arrangements including compensation at \$30 per hour for attendance at such functions beyond the limits described above.

- f. Evaluation of the host teacher will be done in accordance with the provisions of the collective bargaining agreement. Any complaint with respect to the host teacher's performance originating in a receiving district will be made known to the host teacher. No evaluation of the teacher will be made except in the normal manner in the classroom.
- g. Any audio-visual tapes of the classes made in district are the property of the host district and the District shall make such tapes available for the teacher's personal, professional, non-commercial use.
- h. If District calendar does not match the DL District calendar, a supervisor will be paid. It will be offered based on highest to lowest seniority if supervising teacher is unavailable.
- i. Textbooks for The Distance Learning and On-line Learning Programs courses shall be determined by the district in accordance with normal procedures.
- j. Once courses to be taught are determined, the district will make every effort to provide additional planning time available to the teacher. This time will consist of at least one full period. The teacher shall not exceed the maximum teaching and supervisory assignments per day.

III. Receiving

- a. The introduction and continuation of the Distance Learning and On-line Learning Programs in district as a receiving site shall not replace a course being currently taught in district, a course mandated for graduation, or a course taught within five years by current staff unless the local union and District mutually agree in writing. The District will arrange to have a Distance Learning or On-line Learning Program course taught by a member of the bargaining unit if twelve or more students enroll in a course.
- b. The District shall not require its bargaining unit employees to be responsible for grading, extra help, or lesson planning of any received classes.
- c. The District shall not make any audio-visual tapes without the knowledge and consent of the sending teacher. It is expected that the teacher will consent to making tapes for the sole purpose of aiding students enrolled in the course. All tapes shall be erased or destroyed at the end of the school year at the discretion of the teacher.
- d. College courses which give no high school credit may be received during the school day for offering to students who have or are scheduled to complete district offered course requirements for graduation.

Successor Agreement

Each year the parties shall meet for the purpose of reviewing and, if necessary, modifying this section of this Agreement. This review shall be completed by March 1st. In the event that the parties cannot agree with respect to proposed changes pertaining to this Distance Learning and On-line Learning Programs provision, for the ensuing year, the provisions in existence pertaining to the subject of the Distance Learning and On-line Learning Programs shall be applicable to the Distance Learning and On-line Learning Programs without modification or change. The foregoing, however, shall not be deemed to require the District to continue any program of the Distance Learning and On-line Learning Programs in the event that the District determines, in any given year, to discontinue such program.

APPENDIX
B-1

SALARY SCHEDULE FOR CO-CURRICULAR
ACTIVITIES

7/1/25 – 6/30/28

Activity	EXPERIENCE IN YEARS			
	1-3	4-6	7-9	10+
Senior Class Advisors (2)	\$2,506	\$2,706	\$2,926	\$3,173
Student Council Advisors (2)	\$1,031	\$1,125	\$1,226	\$1,333
Marching Band	\$2,819	\$3,523	\$4,184	\$4,576
Choral/Drama Director/Assistant Director	\$2,488	\$2,715	\$2,950	\$3,204
Yearbook Advisor	\$3,276	\$3,588	\$3,902	\$4,242
A.V. Coordinator	\$2,660	\$2,890	\$3,141	\$3,412
Junior Class Advisors (2)	\$1,164	\$1,256	\$1,356	\$1,467
National Junior Honor Society	\$442	\$477	\$515	\$556
National Senior Honor Society	\$442	\$477	\$515	\$556
SADD	\$313	\$333	\$456	\$380
Glances Coordinator	\$805	\$980	\$1,091	\$1,199
10 th Grade Advisor	\$442	\$477	\$515	\$556
9 th Grade Advisor	\$442	\$477	\$515	\$556
Green Team	\$671	\$728	\$802	\$874
Roller Coaster	\$671	\$728	\$802	\$874
Archery	\$671	\$728	\$802	\$874
YAC	\$671	\$728	\$802	\$874
Art Club	\$671	\$728	\$802	\$874
Drums Alive	\$557	\$602	\$652	\$708
Spaghetti Bridge	\$442	\$477	\$515	\$556
Young Adult Book Club	\$442	\$477	\$515	\$556
Backpack Program	\$671	\$728	\$802	\$874
SSEP Coordinator	\$1,600	\$1,800	\$2,000	\$2,200
FFA Advisor	\$442	\$477	\$515	\$556
Digital Design Club Advisor	\$2,350	\$2,550	\$2,750	\$2,950
Cultural Arts Magazine Coordinator	\$557	\$602	\$652	\$708

Longevity increases of \$400 will be given after 15, 25 and 30 years of service in the above scheduled advisor and directorships.

Unit members shall receive an additional 10% of his/her total co-curricular compensation for advising or directing four activities in one school year; an additional 7% of his/her total for three activities in one school year

APPENDIX
C-1
SALARY SCHEDULE FOR INTERSCHOLASTIC
ATHLETICS

7/1/25 – 6/30/28

Sport	1-5	6-10
Baseball/Softball/LaCrosse		
Varsity	\$3,063	\$4,402
Assistant	\$1,531	\$2,202
JV	\$1,721	\$2,295
Assistant	\$861	\$1,148
Modified	\$1,339	\$2,293
Assistant	\$669	\$1,147
Soccer		
Varsity	\$3,063	\$4,402
Assistant	\$1,531	\$2,202
JV	\$1,721	\$2,295
Assistant	\$861	\$1,148
Modified	\$1,339	\$2,293
Assistant	\$669	\$1,147
Basketball		
Varsity	\$3,827	\$5,741
Assistant	\$1,914	\$2,871
JV	\$3,063	\$4,591
Assistant	\$1,531	\$2,296
Modified	\$1,721	\$2,871
Assistant	\$861	\$1,436
5 th and 6 th	\$574	\$957
Assistant	\$287	\$479
Girls Volleyball		
Varsity	\$3,063	\$4,401
Assistant	\$1,531	\$2,202
JV	\$1,914	\$2,871
Assistant	\$957	\$1,436
Cheerleading		
Varsity	\$2,293	\$3,826
Assistant	\$1,147	\$1,914
JV	\$2,105	\$2,678
Assistant	\$1,053	\$1,340
Esports		
Varsity	\$3,063	\$4,402
Assistant	\$1,531	\$2,202
Bowling		
Varsity	\$3,063	4,402
Assistant	\$1,531	\$2,202
JV	\$1,721	\$2,295
Assistant	\$861	\$1,148
Modified	\$1,339	\$2,293
Assistant	\$669	\$1,147

Salaries will increase in the following manner:

Interscholastic Athletics (Appendix C-1):
7/1/2025 – 6/30/2028 – 2.5%

Longevity increases of \$400 will be given after 15, 25 and 30 years of service in the above scheduled positions.

A coach shall receive an additional 10% of his or her coaching salary for coaching four sports in one school year; an additional 7% of total coaching for coaching three sports in one school year. Athletic Director counts as one sport for the purpose of this paragraph.

A JV or Modified coach will receive one-half year salary credit towards Varsity for each year of coaching at a lower level.

Where there are two or more qualified applicants for the same position, interviews will be conducted by a committee composed of the Athletic Director, the Superintendent, and a Board member to determine the best candidate. If the coach leaves coaching and returns within ten (10) years, he or she will return at least to the same salary step as he or she left.

APPENDIX D

Memorandum of Agreement Regarding Academic Intervention Services

1. The Harrisville Teachers' Association (HTA) has the exclusive right to negotiate terms and conditions for those who provide Academic Intervention Services (AIS)
2. Members of the HTA bargaining unit will be given the first opportunity for any AIS positions deemed necessary by the Harrisville Central School District. If HTA members fail to accept such positions by the deadline as set by the District, the District has the right to appoint personnel from outside the bargaining unit.
3. The District has the right to determine the number of AIS positions and the times when such services shall be provided.
4. Teachers certified in the area of intervention will be given the first opportunity to fill available AIS positions.
5. The hourly rate of payment for AIS providers shall be \$30.00 per hour for certified teachers and \$20.00 per hour for non-certified personnel. These payments will be made for hours of services given to students beyond the regular school day hours, 8 a.m. until 3 p.m.
6. Any disputes regarding the application or interpretations of this AIS agreement shall be subject to Article X, Grievance Procedure, of the current collective bargaining agreement between the District and the HTA.

Charles R. Phillips
(HTA)
Carol L. Phillips
(HTA)
7/15/08
(Date)

Appendix E

SUMMER SCHOOL PROGRAMS

Programs for students entering grades 1-4 and 5-8

1. HTA members employed by the District as teachers to teach summer school for four hours per day, four days per week (Monday through Thursday) starting at 7:45 a.m. – 11:45 a.m. for a period of five (5) weeks will be paid as follows:

Certified Teachers:	\$50/hr.
Non-Certified Teachers:	\$45/hr.
Teaching Assistants:	\$25/hr.

2. HTA members employed by the District as teacher to teach summer school for four (4) hours per day, four (4) days per week (Monday through Thursday) starting at 7:45 a.m. – 11:45 a.m. for a period of five (5) weeks will be entitled to two (2) sick days.
3. Employee sick days being used during the summer: Employees may use up to two (2) days during the summer from their previous year's allotment. This is applied as a whole single day's pay.
4. Seniority for Summer School – Effective 7/1/19, seniority will start accruing for summer school employees. If all credentials are equal then hiring will default to district seniority. In situations where certification and summer school seniority are equal than mutual agreement between the superintendent and the union will be reached.

Driver Education

The base salary for the Driver Education teacher is \$7,700.

Appendix F

ANNUAL LEAVE OPTION FOR THE HARRISVILLE TEACHER'S ASSOCIATION

Once a member of the HTA has accumulated 200 days of annual leave, the member may, through notification to the Superintendent of Schools, seek compensation for up to 20 of these days. The rate of compensation will be at the certified base substitute per diem rate as per the contract.

The following provisions and provisos will apply to the compensation for unused annual leave:

- Notification to the Superintendent will be made either during the month of September, in which case payment will be made by the District prior to December 31st of that year, or during the month of January with payment from the District by June 30th of that year.
- This will be paid to the employee's 403(b) account.
- Until the final year of employment prior to retirement, a unit member must maintain 100 unused and uncompensated sick leave days. At the beginning of the school year in which a member has given written notice of their intent to retire, that member can request compensation for additional sick leave days provided they sign off their rights to use of the Sick Leave Bank and its benefits.
- All parties understand that the increase(s) a teacher receives as a result of this plan will, in all likelihood, not be considered as part of that teacher's final average salary by the New York State Teachers Retirement System. Teachers who chose to participate in the optional reimbursement for sick days should seek professional advice concerning their tax liabilities and investment opportunities stemming from receipt of these monies.

President of the HTA

Date

Board President

Date

**ANNUAL LEAVE DAY OPTION FOR THE
HARRISVILLE TEACHERS ASSOCIATION – FORM**

Once a member of the HTA has accumulated 200 days of annual leave, the member may, through notification to the Superintendent of Schools, seek compensation for up to 20 of those days. The rate of compensation will be at the certified base substitute per diem rate as per the contract.

The following provisions and provisos will apply to the compensation for unused annual leave:

- Notification to the Superintendent will be made either during the month of September, in which case payment will be made by the District prior to December 31st of that year, or during the month of January with payment from the District by June 30th of that year.
- This will be paid to the employee's 403(b) account.

I am eligible for the Annual Leave Day Option. Please deduct _____ days (no more than 20) from my sick leave and compensate me for those days as per the contract.
I wish to receive this compensation as (circle one)

1. Disbursements through regular payroll checks.

I understand that the intent of this option is to provide a portion of my contractual benefits early so that I may invest them for my retirement.

Name

Date

APPENDIX G

Memorandum of Agreement (hereinafter MOA)

THIS AGREEMENT is entered into as of the _____ day of _____, 20____, by and between Harrisville Central School District ("Employer") and the Harrisville Teachers' Association ("Association") does hereby amend the terms of the existing collective bargaining agreement ("CBA") that governs the employment relationship between Employer and the Association, as follows:

Effective _____, 20____, the Employer and Association agree to the following:

Employer Non-Elective Contribution to 403(b) Plan

1. **Employer Non-Elective Contribution – Termination Compensation** The Employer agrees to make an Employer Non-Elective Contribution to the 403(b) account of each covered employee entitled to termination compensation in accordance with Article XII of the collective bargaining agreement. Such contribution will be in an amount equal to and in place of the termination compensation outlined in Article XII of the collective bargaining agreement, subject to the maximum contribution permitted under Section 415 (c)(1) of the *Internal Revenue Code* of 1986, as amended, for the year in which the employee servers employment.
2. **Employer Non-Elective Contribution – Sick Day Conversion** - The Employer agrees to make an Employer Non-Elective Contribution to the 403 (b) account of each covered employee entitled to a sick cay conversion under Appendix F of the collective bargaining agreement, subject to the maximum contribution permitted under Section 415 (c)(1) of the *Internal Revenue Code* of 1986, as amended for the year in which the employee severs employment.
3. **No Cash Option** No employee may receive cash in lieu of or as an alternative to any of the Employer's Non-Elective Contribution(s) described herein.
4. **Contribution Limitations** In any applicable year, the maximum Employer contribution shall not cause an employee's 403(b) account to exceed the applicable contribution limit under Section 415(c)(1) of the code, as adjusted for cost-of-living increases. For Employer Non-Elective Contributions made post-employment to former employees' 403(b) account, the Contribution Limit shall be based on the employee's compensation, as determined under Section 403(b)(3) of the Code and in any event, no Employer Non-Elective Contribution shall be made on behalf of such former employee after the fifth taxable year following the taxable year in which that employee terminated employment.

In the event that the calculation of the Employer Non-Elective Contribution referenced in any of the preceding paragraphs exceed the applicable Contribution Limits, the excess amount shall be handled by the Employer as follows:

- a. For all members in the New York State Teachers Retirement System (TRS) with a membership date before June 17, 1971¹, the Employer shall first make an Employer Non-Elective Contribution up to the Contribution Limit of the *Internal Revenue Code* and then pay any excess amount as compensation directly to the Employee. In no instance shall the Employee have any rights to, including the ability to receive, any excess amount as compensation unless and until the Contribution Limit of the *Internal Revenue Code* are fully met through payment of the Employer's Non-Elective Contribution; and
 - b. For all members in the New York State Teachers Retirement System (TRS) with a membership date in the TRS on or after June 17, 1971, and for all members in the New York State Employees' Retirement System regardless of their membership date, the Employer shall first make an Employer Non-Elective Contribution up to the Contribution Limit of the *Internal Revenue Code*. To the extent that the Employer Non-Elective Contribution exceeds the Contribution Limit, such excess shall be reallocated to the Employee the following year as an Employer Non-Elective Contribution (which Contribution shall not exceed the maximum amount permitted under the Code), and in January of each subsequent year for up to four (4) years after the year of the employee's employment severance, until such time as the Employer Non-Elective Contribution is fully deposited into the Employee's 403 (b) account. In no case shall the Employer Non-Elective Contribution exceed the Contribution Limit of the *Internal Revenue Code*.
5. 403(b) Accounts Employer Non-Elective contributions shall be deposited into the mutually agreed upon 403(b) provider, currently ING Life Insurance and Annuity Company, in the name of the employee.
6. Tier I Adjustments Tier I members with membership dates prior to June 17, 1971, Employer Non-Elective Contribution hereunder will be reported as non-regular compensation to the New York State Teachers' Retirement System.
7. This MOA shall be subject to IRS regulations and rulings. Should any portion be declared contrary to law, then such portion shall not be deemed valid and subsisting, but all other portions shall continue in full force and effect. As to those portions declared contrary to law, the Association and Employer shall promptly meet and after those portions in order to provide the same or similar benefit(s) which conform, as closest as possible, to the original intent of the parties.
8. This MOA shall further be subject to the approval of the 403(b) Provider, which shall review the MOA solely as a matter of form and as the provider of investment products, designed to meet the requirements of Section 403(b) of the *Internal Revenue Code*. Upon request, ING Life Insurance and Annuity Company (ILIAC) agrees to provide the Employer with ILIAC's standard hold harmless agreement where the Employer has selected ILIAC as the provider of 403(b) accounts for receipt of Employer Non-Elective Contributions.

9. Both the Employer and Employee are responsible for providing accurate information to the 403(b) Provider. This information includes both Elective and Employer Non-Elective Contributions and the amount of the participants Includible Compensation.

For Employer

By: [Signature]

Dated: 12/20/19

For the Association

By: Mackenzie Wein

Dated: 12/20/19

¹Explanation for TRS Categories: Under *Education Law* § 501(11)(a), the calculation of a pre-June 17, 1971 TRS Tier I member's last five years final average salary (upon which a member's life-time pension is, in part, calculated) includes a non-ordinary income (such as termination pay) which is received as compensation prior to December 31st of the year of retirement. Thus, such a member would benefit from receiving, as compensation, in their final year of employment that portion of the Employer Non-Elective Contribution, which is in excess of the maximum Contribution Limits of IRC § 415.

The final average salary of all other members of the TRS (i.e. all TRS members with a membership date on or after June 17, 1971) may not include any form of Termination Pay; therefore, the Employer's post-retirement payment into the employee's 403(b) account of that portion of the Employer Non-elective Contribution, which is in excess of the maximum Contribution Limits of IRC §415, is more advantageous for those members.