# NEGOTIATIONS AGREEMENT 

Between

## THE BOARD OF EDUCATION

and

THE SOUTH HUNTINGTON TEACHERS' ASSOCIATION

JULY 1, 2018 - JUNE 30, 2024

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## PREAMBLE

In order to effectuate the provisions of Chapter 392 of the Laws of 1967 as amended, the Board of Education, South Huntington Union Free School District, Town of Huntington, State of New York (hereinafter referred to as the "Board") and the South Huntington Teachers' Association (hereinafter referred to as the "Association") do hereby enter into the attached Agreement.

THIS AGREEMENT IS MADE AND ENTERED INTO on this 20th day of December, 1967, by and between the Board and the Association and revised on the $30^{\text {th }}$ day of August, 2018.

## ARTICLE 1

## RECOGNITION

The Board of Education, South Huntington Union Free School District, having determined that the South Huntington Teachers' Association is supported by a majority of the teachers in a unit composed of all professional certified personnel on tenure, on probation, or appointment of five (5) months or more but not per diem appointment (including Alternative High School professional certified staff), except the Superintendent and Assistant Superintendents, members of the administrative staff whose salaries are determined by the Administrative Salary Schedule and Department Chairpersons, hereby recognizes the South Huntington Teachers' Association as the exclusive negotiating agent for the teachers in such unit. Such recognition shall be in accordance with regulations established by the Public Employment Relations Board.

The Board agrees not to negotiate with any other teacher organization other than the Association until February 1, 2024.

## ARTICLE 2

## NEGOTIATION PROCEDURES

A. It is contemplated that terms and conditions of employment provided in this Agreement shall remain in effect until altered by mutual agreement in writing between the parties or until the termination date of this Agreement. Any modification of this Agreement shall be undertaken only with the mutual consent of the Association and the Board, or their duly authorized agents; and shall be reduced to writing, signed by the Board and Association, and shall become an addendum to this Agreement.
B. No later than January 1, 2024, the parties will enter into good faith negotiation over a successor agreement. If such an agreement is not concluded one hundred twenty (120) days prior to end of fiscal year, either party may request the State Public Employment Relations Board to assist the parties to reach agreement. Such mediation and fact-finding will be governed by the provisions of Section 209 of the Civil Service Law.
C. Neither party in any negotiations shall have any control over the selection of the representatives of the other party and each party may select its representatives from within or outside the School District. While no final agreement shall be executed without ratification by the Association and the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and reach compromises in the course of negotiations.

## ARTICLE 3

## MISCELLANEOUS PROVISIONS

A. This Agreement shall constitute the full and complete commitments between parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement. The Board on its own behalf and on behalf of the electors of the District retains and reserves unto itself, without limitation except as agreed herein, all the powers, rights, authority, duties and responsibilities conferred and invested in it by the Education Law of the State of New York. Any changes in Board policies shall not be in conflict with this Agreement.
B. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
C. Any individual agreement, arrangement, or contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties.
D. Conflicts

1. Nothing contained in this labor agreement shall conflict with, nor be determined to conflict with, Subpart 30-3 of the Regulations of the Commissioner of Education and any amendments thereto, nor the provisions of Section 3012-d of the Education Law of the State of New York, and any amendments thereto. If it is determined by a final court of competent jurisdiction that a conflict exists, the aforesaid Regulations, and the Education Law shall govern.
2. If any provision of this Agreement or any application of the Agreement to any teacher or group of teachers 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.
E. A sufficient number of copies of any Articles changed in this Agreement shall be given to the South Huntington Teachers' Association within ten (10) school days after tentative agreement is reached.

## Article 3

F. It shall be the responsibility of the Administration to distribute copies of this Agreement to all employees covered under this contract as well as new employees at the time that they begin their employment. Additional copies shall be supplied to the SHTA President upon request.

## ARTICLE 4

## DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2018, and shall continue in effect through June 30, 2024.

In the event either party wishes to amend this Agreement, notice thereof must be given by November 1, 2023, and, in accordance with provisions of Articles 2 and 3, amendments resulting from such negotiations shall take effect the following July 1 , or at such other time as may be mutually agreeable to the parties.

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 BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ASSOCIATION


Dated this Zoth $^{\text {Th }}$ day of August, 2018.

## ARTICLE 5

## TEACHING HOURS, LOAD, AND CONDITIONS

A. The Board of Education and the Association are committed to providing quality education for the students of South Huntington. It is agreed that the following guidelines should be complied with in order to accomplish this goal:

1. The establishment of conditions for flexible use of instructional time and personnel to deliver optimal services for the children.
2. A reasonable pupil-teacher ratio is important to quality education. Further, the Board acknowledges that a commitment to quality education requires a commitment to keeping class size at a level where instruction can take place with a high degree of efficiency. Both parties acknowledge that restrictions in physical plant and the fluctuation in numbers of students at specific grade levels in a given school year may make absolute maximums on class sizes impracticable in some cases. However, the Board agrees that in its fiscal planning, it will endeavor to reach the following goals:
a) Primary school regular classes, $K$ through 2nd grade, to have a district wide average class size of twenty-five (25). In the event that the building average class size in this category exceeds this average, the Board will consider relieving such a situation, within the limits of fiscal, plant, and boundary considerations.
b) Intermediate classes, grade 3 to have a district wide average class size of twenty-five (25), grades 4 through 5, a district wide average class size of twenty-seven (27). In the event the building average class size in this category exceeds this average, the Board will consider relieving such a situation, within the limits of fiscal, plant, and boundary considerations.
c) A diligent effort will be made to schedule elementary teachers (grades $\mathrm{K}-5$ ) of music, physical education, art, CEP, library classes, etc. to allow a minimum of five (5) minutes between classes, duty, prep and lunch. Upon request of the special area teacher, paraprofessionals will accompany the handicapped classes for such instruction, whenever possible.
d) The Middle and High Schools (grades 6-12) to have a teaching load of one hundred and thirtyfive (135) students for an equivalent of twentyfive (25) periods per week in English, social studies, mathematics, foreign language, and business departments. None of these classes, with the exception of typing classes, to exceed thirty (30) students unless deemed necessary by the Superintendent's office, such decision to be relayed to the teacher(s) affected, in writing, through the principal's office.
e) The implementation of a flexible instructional program shall not produce the layoff of any tenured employee in a department affected by the flexible schedule.
f) In the Middle and High Schools, the total maximum number of students per physical education teacher shall be three hundred (300).
g) In the Middle and High Schools, grades 6-12, the physical limitations of special teaching facilities will be observed in the areas of industrial arts, home economics, art, and music and in no case shall more students be assigned to a class than the physical facilities can safely accommodate. The determination of what is "safe" capacity shall be made by the mutual judgment of the classroom teacher, the department chairperson, and the principal in relation to the type of classroom activity

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planned for a given teaching year. If there is a disagreement, final determination shall be made by the Superintendent of Schools.
h) The Board agrees with the principle of scheduling fewer students to lab classes.
i) In scheduling students for Middle and High School science labs, the restrictions of physical facilities, as cited in (d) above will be observed by the Administration. Labs are defined as those prescribed by State regulation as requisites for successful completion of course requirements.
j) The present team-teaching practices will be continued in the secondary grades in those areas designated by the principal, after consultation with department chairpersons and teacher participants. The Board will endeavor to insure that none of these team-teaching classes exceed thirty (30) students when these groups meet in regular class sessions unless deemed necessary by the Superintendent's office, such decision to be relayed to the teacher(s) affected, in writing, through the principal's office. Should the present teamteaching practices be reduced or discontinued by the District, no instructional staff excessing shall result. Any reductions in staff due to the elimination or reduction of team-teaching shall be by attrition only.
k) 1. The Integrated Co-teaching Program is designed to service students with disabilities within the general education program.

A teacher with the appropriate Students with Disabilities certification is assigned to work alongside a general education instructor on an everyday basis. The assignment of students to integrated sections shall not exceed eight (8)
students recommended by the CSE for the specific integrated subject area nor contain more than 12 total students with Individualized Education Plans (IEP's).

Non-integrated general education classes (one teacher), in the district will limit the total enrollment of IEP students to eight (8).

The district will make every effort to evenly enroll students with documented Behavior Intervention Plans (BIP's) across grade level classes or secondary class sections.

The SHTA and District collectively acknowledge that fiscal conditions, scheduling restraints, and student needs may necessitate that the aforesaid terms be exceeded on occasion. Both parties agree that any exception shall be mutually agreed upon by the Superintendent (or his designee) and the SHTA president.
2. AIS classes shall contain no more than eight (8) special education students.
3. Physical Education Classes: When a whole special education class is merged with a nonhandicapped class for physical education then a physical education teacher will be assigned for each class.
3. SHIP and Elementary school teachers, grades K-5, will be allowed a forty (40) minute duty-free lunch period per day. Middle and High School teachers will be allowed one (1) duty-free lunch period per day. Kindergarten staff members who are employed in the full-day Kindergarten program shall have a daily forty (40) minute duty-free lunch period.
4. The Board and the Association agree that it is in the best interest of student-teacher relationships and in the best interest of the overall discipline of the school to have professional staff members responsible for
the supervision of the students in lunch rooms and similar non-classroom situations.

The Board will, however, relieve all elementary school teachers, grades K5 , from cafeteria-recess duty. It is understood that teachers will give professional assistance when needed. Duties involving the arrival and departure of elementary students, such as bus duty, will continue to be done by teachers.

The Board will continue to budget for paraprofessionals at elementary, middle and high school levels, with the understanding that professional staff members will supervise or assist in the duties of such paraprofessionals. It is further understood that teachers who are relieved of duty in lunch room supervision as a result of the employment of paraprofessionals will use this time for the instruction of students or in any other activity which is directly beneficial to the instructional program, to be determined with the approval of the building principal. It is understood that this does not mean a regularly scheduled sixth period teaching assignment for such teachers.
5.
a) The Board and the Association have, as a common goal, a flexible instruction day for Middle and High School teachers. The teacher's day shall consist of blocks of time equivalent to eight (8) consecutive periods per day, with no increase in the teacher's scheduled number of hours. Effective July 1, 1999, the length of the High School teachers' day shall be increased by twenty-seven (27) minutes. Accordingly, the length of the High School teachers' day shall be six (6) hours and forty-five (45) minutes. Similar flexible instructional goals shall apply for the elementary schools.

The implementation of the above common goals shall be assisted by the input of an Advisory Committee of three (3) Administrators and three (3) members of the Association to develop recommendations to the Superintendent.
b) Ninth period - In the event of the establishment of a nine period day at the secondary schools, each teacher shall teach five (5) periods, have one (1) lunch period, one (1) preparation period and one (1) duty period. The " 9 th" period may include:
a. Academic extra help in small groups not to exceed 9 students without weighting for special education students;
b. Interdisciplinary/department planning meetings;
c. Parent/teacher conferences;
d. District provided professional development;
e. Assistance to independent study students and students involved in special academic projects;
f. Coordination of services for students; and/or
g. Any other duty mutually agreed upon by the Superintendent and the President of the Union.
6. Teachers shall be required to be in attendance ten (10) minutes before and after their scheduled school day. It is within the discretion of the building principal to determine how this time will be scheduled in each of the respective schools. The Board acknowledges that the length of the school day is subject to negotiations, so long as the regulations of the Commissioner concerning the minimum school day are observed. However, it is recognized that parent conferences, faculty or interdepartmental meetings, or emergencies may prove an exception.
7. Teachers will be compensated for approved curriculum development work where such work requires a substantial demand on their time in excess of their work day or year and/or where such work is mandated by the Administration or the Board of Education.
8. The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. Whenever it appears that a particular student requires the attention of special counselors, social workers, law

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enforcement personnel, physicians or other professional persons, the Board will take steps promptly to deploy the above-mentioned and to act upon their recommendations with respect to such students. A teacher may use such force as is necessary, to protect himself from attack or to prevent injury to another teacher or student.

Present State law and Board policy shall apply in the handling of student suspensions from classes. The Board and the Association acknowledge that student discipline is a joint Board-Administration-Teacher responsibility.
9. Teachers shall be required to maintain full days of attendance during the last week of school.
10. The Board will endeavor to employ qualified personnel to cover the health needs of students at every school during class hours.
11. The District shall provide machine scoring of standardized group tests, wherever available.
12. Prior Benefits and Conditions:
a) Except where a provision of this Agreement supersedes an existing benefit or practice, no provision of this Agreement shall be construed so as to diminish the prior wages and terms and conditions of employment in effect on June 30, 1971, which have been officially sanctioned by the Board.
b) No part of this Agreement shall be construed to preclude the Board from giving further benefits to its employees, upon prior notification to the South Huntington Teachers' Association.
c) Except as otherwise superseded by this Agreement, existing written Board personnel policies and written administrative regulations shall remain in effect.
13. All elementary (grades K-5) and assigned special teachers will have a school day consisting of six and one-quarter ( $61 / 4$ ) hours. The starting and ending of this day may vary by school and assignment.
14. Every elementary teacher, grades K-5, and SHIP teachers, shall have a minimum daily forty (40) minute preparation period. Middle and High School staff will have a daily preparation period.

Utilization of the preparation period is, and shall remain, at the District's discretion. With regard to mandatory professional development occurring during the school year, the District may only schedule up to four (4) preparation periods per month for this purpose, limited to two (2) in a work week. Voluntary professional development opportunities may be offered on an unlimited basis.
15. All teaching staff, classroom and non-classroom (except the SHTA President) may be given duty assignments.
16. Pupil Services staff assigned to non-public schools shall work the calendar of the assigned non-public school. In the event the work days are less than the work days for district staff, the non-public staff will be assigned additional work days by the Assistant Superintendent to equal district work days, in accordance with Article 6, Calendar.
17. Each unit member shall work 20 additional hours before or after school. Said hours shall be utilized in assignments made by the administration in the following areas: staff development, extra help for pupils, grade level/departmental meetings (not including regularly scheduled department meetings), attendance at parent teacher conferences, meetings with administration, attendance at District provided in-service courses, interdisciplinary planning, and any other category of assignments mutually agreed upon by the Superintendent and the President of the Association.

Effective July 1, 2018, each unit member is required to perform 8 of the 20 required additional hours independently. Suggested self-directed additional hours may include continuing teaching education activities, online webinars, collegial circles, data driven instruction, RTI related activities, CSE related activities and collaborative team planning for ESL/ENL, Special Education and/or Dual Language. Unit members must submit their requests electronically to their building principal or supervising administrator for prior approval. The District shall establish the electronic notification process.

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18. Virtual classroom: The District may provide a virtual learning environment to students which shall consist of South Huntington Students taking a distance education course (either Synchronous or Asynchronous) that originates from a source other than the District. The District agrees to meet with the Association to discuss and mutually approve any course(s) that is/are currently listed in the District course catalog and which will have eight (8) or more students. The District may offer newly developed courses that are not currently in the course catalog which will have less than nine (9) students. Courses not currently in the course catalog, which will have nine (9) or more students, may be implemented following consent of the Association. If it is required by New York State that there be an inDistrict teacher of record, then the course will be designated as a 0.2 FTE and assigned to a unit member. If a District teacher of record is not required, a unit member will be assigned to a duty period in which he/she shall supervise or facilitate with no instructional or grading responsibilities. Providing a virtual learning environment shall not result in the excessing of unit members. The implementation of Virtual Education by the District shall not be used by the District in any proceeding, hearing or forum whatsoever, as evidence of a non-exclusivity.
19. Hybrid/Blended Learning Environment: The District may provide a learning environment that is a combination of on-site and virtual instruction to South Huntington students. These will be courses originating from the District and instructed by unit members.

The District shall be responsible for the purchase, maintenance and upgrading of all technology utilized, associated with the production and delivery of the course and shall provide adequate training to the unit member responsible for teaching the course with respect to the utilization of technology for uploading course materials, communicating with students, grading of materials, and other inherent aspects of teaching. If a unit member was compensated by the District for the creation of the course (e.g., curriculum writing), the District shall be the owner of the intellectual property constituting the course.

A course will be designated as a 0.2 FTE and assigned to a regular block of time within the school day. Teachers/Students in hybrid/blended classes are expected to complete seat time equal to a traditional class which will be comprised of a combination of both traditional seat time as well as virtual support hours (email, chat, blogs, video, etc.) to help students meet this requirement. The teacher shall receive preparation
time during the periods of time in which the class is not meeting during its scheduled period of time.

Providing a hybrid/blended learning environment will not result in the excessing of unit members. The implementation of this learning environment shall not be used by the District in any proceeding, hearing or forum whatsoever, as evidence of non-exclusivity.
20. High School AP/College Course Lecture Hall settings: A High School AP or College Course teacher may volunteer to teach in a lecture hall setting at the request of the District. Unit members shall only be assigned on a voluntary basis. In the event of insufficient volunteers, the parties will immediately meet to discuss and seek to resolve the matter. This assignment cannot result in the excessing of current unit members. A unit member shall only be assigned one section, which shall be credited as a 0.4 assignment. A Lecture Hall course shall be scheduled for a regular duration of time and may not exceed seventy-five (75) students without the assigned teacher's approval. As a result of the 0.4 assignment, the teacher shall have an additional preparation period. The Parties will review the manner in which the Lecture Hall has been implemented and make any necessary adjustments that are mutually agreed upon.
21. High School Flex Schedule: The District may flex the schedule of high school teachers the length of one period per day, whether before or after the regular school day, provided it is adjacent to the regular school day. These assignments are intended for, but not limited to, students with schedule restrictions due to specific program participation. Unit members shall only be assigned on a voluntary basis. In the event of insufficient volunteers, the parties will immediately meet to discuss and seek to resolve the matter. The Parties will review the manner in which the Flex Day has been implemented. The parties may agree to make adjustments to the Flex Day.
22. Saturday Courses: The District may offer High School courses to students on Saturdays for a duration of time equal to a regular daily course offering (i.e., five instructional periods). The District shall offer these assignments first to volunteers from the bargaining unit. These assignments shall count as a 0.2 additional assignment and paid at the rate of $20 \%$ of the teacher's regular salary (base salary and longevity). The Parties will review the manner in which this has been implemented and make any necessary adjustments that are mutually agreed upon. The

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implementation of this provision shall not be used in any proceeding, hearing or forum whatsoever, as evidence of non-exclusivity.
23. Learning Lab Duty Assignment: A teacher may volunteer for a Learning Lab Duty period for students in grades 6-12 where teachers will be available to assist students during their lunch period at the request of the District. Unit members shall only be assigned on a voluntary basis. In the event of insufficient volunteers, the parties will immediately meet to discuss and seek to resolve the matter. This is a non-teaching duty assignment as there will be no lesson planning or grading requirements. Student participation will be on a voluntary basis and no student shall be placed in a Learning Lab as a disciplinary measure. Students will not be formally scheduled and teacher discretion will be taken into consideration as to the number of students at one time an individual teacher can assist. Language support will be provided to participating students when necessary.

## ARTICLE 6

## CALENDAR

A. The calendar shall consist of one hundred eighty-two (182) teaching days and two (2) conference days. A Superintendent's Conference Day will not be scheduled on Election Day, nor will teachers be required to work on Election Day. In the event one (1) emergency day is used, one (1) Conference day shall be converted to a teaching day. In the event two (2) emergency days are used, one (1) teaching day shall be canceled. There shall be no less than one hundred eighty-one (181) teaching days and one (1) Conference day. In the event more than two (2) emergency days are used, additional days (either teaching or Superintendent's Conference Day(s)) will be determined by the Board of Education.
B. For elementary teachers (K-5) there shall be two (2) early release days each semester to allow for parent-teacher conferences. During each semester, in addition to the two (2) early release days, there will be two (2) evening meetings scheduled to allow for parent-teacher conferences. Stimson Middle School shall have a total of four (4) evening meetings: two (2) Back-To-School nights, and two (2) Grade Level meetings.
C. It is agreed that the number of duty days for the teachers represented by the Association is subject to negotiation.
D. A calendar development committee, consisting of eight (8) members, including the chairman, with three (3) members appointed by the Teachers' Association, shall develop a proposed calendar each year for presentation to the Board of Education no later than March 1. The committee shall have the responsibility to recommend the date for the start of the second semester.

## ARTICLE 7

## SICK LEAVE

## Entitlement to Sick Leave

## Teachers Employed Prior to September 1, 1979

Fifteen (15) days sick leave per year, with unlimited accumulation will be granted. These fifteen (15) days shall be credited to the account of the individual teacher as of September 1.

Permanently appointed teachers who terminate their service in the system prior to the end of the school year shall only be entitled to have received one and one-half (1$1 / 2$ ) days of sick leave for each month of service rendered.

## Teachers Employed On September 1, 1979 and Thereafter

Fourteen (14) days sick leave per year will be granted to teaching employees who render service for the entire school year. These fourteen (14) days shall be credited to the account of the individual teacher as of September 1 and will accumulate during the probationary period and thereafter.

Teachers who terminate their service in the system during the probationary period and prior to the end of the school year shall only be entitled to have received one (1) day of sick leave for each complete month of service rendered.

Teachers who enter the system subsequent to the beginning of the school year shall be credited with one (1) sick leave for each complete month of the school year remaining. The total number of sick days due such teachers shall be credited upon the first day of employment.

## Requirement of a Doctor's Note and/or Doctor's Certification

A doctor's note shall be required for all unit members beginning with the fifth consecutive sick day explaining the reason for the absences.

The District may require the teacher to provide a doctor's certificate that he/she is fit to return to work.

## Article 7

## Family IIlness

This leave policy includes a short-term illness of the teacher's spouse, domestic partner, children, or parents, limited to a maximum continuous period of ten (10) school days. The term "domestic partner" shall be defined as follows:

Both partners must be eighteen (18) years of age or older, unmarried and not related by blood in a way that would bar marriage under the laws of the State of New York. If either partner has been married, evidence of the termination of the marriage must be submitted. The partners must reside together for a continuous period of not less than six (6) months. The partners must be involved in a relationship of mutual support, caring and commitment and must assume responsibility for each other's welfare. The partners must be each other's sole domestic partner and must be involved in the domestic partnership for a period of not less than six (6) months with the intention to remain so indefinitely.

All of the above must be properly documented by the appropriate Affidavits.
Any absence for family illness which will exceed the period is governed by Article 15, Leave of Absence. The Superintendent may extend the maximum ten (10) day period upon request.

## Personal Leave

Five (5) days of the annual available sick leave (non-cumulative) may be charged as personal leave. No reason need be given when applying for personal leave days except that reasonable notice should be given excluding emergencies. Personal leave requests will not be authorized prior to or after holidays, vacation periods, long weekends, or on Superintendent's Conference Days unless approved by the Superintendent upon presentation of justification.

Teachers shall be entitled to utilize one-half (1/2) sick days and one-half (1/2) personal days.

Personal Leave may not be used for vacation purposes.

## Summer Special Education Program

Teachers in this program will receive the same summer sick leave allowance as granted summer school teachers.

## Article 7

## Attendance Bonus

A teacher who has perfect attendance for the school year, excluding bereavement and conference days, will receive a one-time bonus payment of $\$ 300$ payable on or about June $30^{\text {th }}$ of each school year.

A teacher who is absent one or two days during the school year, excluding bereavement and conference days, will receive a one-time bonus payment of $\$ 150$ payable on or about June $30^{\text {th }}$ of each school year.

This "Attendance Bonus" became effective on July 1, 2017.

## ARTICLE 8

## SICK LEAVE BANK

The District and Association have developed a voluntary sick leave plan. Teachers opting to contribute and to participate shall contribute one (1) sick day per year. After ten (10) consecutive years of contributions, members become vested and are not required to contribute additional days unless the Sick Bank balance falls below 1,000 days. Rules and regulations shall include the following:

1) Only contributors to the Sick Leave Bank are eligible to apply for such assistance.
2) A cap on the maximum of days to any one individual (sixty [60] days).
3) Medical certification by the applicant's physician.

A teacher who is absent from their teaching responsibilities due to a medically certifiable illness or injury resulting in a temporary disability shall be eligible to apply for assistance from the Sick Leave Bank after they have exhausted their own sick leave accumulation.

In order to be eligible for participation in this sick leave bank plan, a teacher will be required to provide medical certification from their own physician. If approved, the teacher may be granted not more than sixty (60) work days in any situation from a bank which will be established by irrevocable voluntary contributions from staff of one (1) sick day per year per donating teacher.

This initial determination would not preclude the individual from reapplying to the sick bank for additional days under extenuating circumstances which the committee in its discretion may grant.

Teachers who have exhausted all of their sick leave accumulation will be eligible to apply for the sick bank plan if they comply with the following procedures:
A. The teacher shall submit an application to the Superintendent accompanied by medical certification from their own physician. The Superintendent will contact the President of the Teachers' Association prior to processing the application.
B. Periodic verification of the continued illness or disability may be required by the District from the teacher's physician.

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C. The application and the medical certification shall be reviewed by a committee consisting of three (3) representatives of the Association and three (3) representatives of the District, appointed by the Superintendent of Schools and the President of the Teachers' Association each year to administer the Sick Leave Bank.
D. The committee shall make a determination as to the eligibility of the applicant to receive sixty (60) days of sick time and any extension from the bank. A majority vote of the committee shall constitute approval of the request.
E. No sick leave may be used any time during the months of July and August.
F. The sick bank may not grant any sick time to any teacher for any disability or illness which may have resulted from a job related injury which claim has been filed and approved under New York State Workers Compensation regulations.
G. Any unused sick time as may be accumulated in the sick leave bank shall be carried over into the subsequent school year.
H. Days donated to the sick bank shall not be included in any retirement reimbursement program.

1. Contributions to the bank shall be made through the office of Personnel during the life of the agreement. The Personnel Office will canvas the members of the teaching staff in order to determine the number of teachers willing to contribute a day of their sick time to the sick bank. This process will be completed by returning a signed form to the Personnel Office from each individual authorizing the sick time to be deducted from their accumulated sick leave. Requests for donations to the Bank shall be made only once each year in June. During the balance of the year, no donations will be accepted.

## ARTICLE 9

## SALARY CONTINUATION DURING DISABILITY

After a teacher has used all accumulated sick leave due to personal illness, the Board of Education may, on recommendation of the Superintendent, continue salary on a half-pay basis for a period of time up to two (2) years. The period of time, under the same conditions of recommendation and Board approval, shall be up to six (6) months for those teachers who are covered by Long Term Disability Insurance.

Prior to the granting of this extension, the teacher must file a written request, including a statement from his physician stating the specific need for the continued absence.

The Board reserves the right to have its physicians conduct an independent examination of the petitioning teacher and to report their recommendations.

The Board reserves the right to require periodic physical examinations during the period of extended leave.

## ARTICLE 10

## DEATH IN THE FAMILY

Five (5) school days contiguous to the death will be allowed for such a tragedy. Additional days may be allowed for extenuating circumstances at the discretion of the Superintendent. Days allowed for death in the family shall not be deducted from accumulated sick leave.

Family is defined as: the spouse and the children, domestic partner*, parents (including the person who raised you), the brothers, sisters and grandparents of both the employee, spouse, or domestic partner.

The Superintendent may grant leave days in the event of the death of other persons close to the employee. Any days allowed in such instance shall be deducted from accumulated sick leave.
*As defined in Article 7.

## ARTICLE 11

## BUSINESS DAYS

A maximum of four (4) business days shall be allowed each year for an individual staff member. Under extenuating circumstances, days may be extended beyond four (4) days at the discretion of the Superintendent. Prior written approval is required, except in cases of unforeseeable emergencies when it is impossible to submit a written request.
i. Teachers shall be entitled to utilize one-half (1/2) business days.
ii. When the fulfillment of religious observances can be accomplished only during regular school hours, teachers may be allowed to utilize a business day(s) for the period of time required in accordance with the precepts of the particular faith to which the individual staff member adheres.

Activities for which Business Days will be granted

## Legal

1. Closing for newly purchased house or the sale of a current house and not for refinancing purposes.
2. Compulsory court attendance. (Does not refer to school-related business.)
3. Business with Bureau of Internal Revenue, when requested to appear.
4. Conference with attorney.

## Professional

1. Register for doctorate, take M.A. or Ph.D. examination.
2. Arrange for grants, scholarship
3. Professional recognition or advancement.

## Travel

1. Emergencies due to car accidents or mechanical failure while en-route to work, when common carrier or other transportation was clearly unavailable.
2. Delays of common carrier preventing teacher(s) from reporting to work when no other means of transportation is available.

## Article 11

House
Disaster threatening safety or occupants
Example: Fire, fuel or water leaks due to frozen or broken pipes. Repairs after safety measures have been instituted are not covered by business day.

## Family

1. Attend conference with legal, religious, or social authorities. (Handicapped children)
2. Attend graduation of spouse, domestic partner or children in college or service academy.
3. Register, transfer or transport children to and from university or college (Not applicable to the child's recess periods.)
4. Child's required school entrance screening.

Personal
Moving (one day)

## ARTICLE 12

## JURY DUTY

Days shall be granted to a teaching employee for jury duty when such attendance is required by law. Official documentation will be furnished to verify jury duty attendance. Any remuneration received by an employee on a per diem basis for jury duty shall be refunded to the School District, excluding the mileage reimbursement for his transportation.

The SHTA agrees that it will encourage teachers called for jury duty in September or June to request a postponement and during the year to request "on-call" service.

## ARTICLE 13

## VISITATION - CONFERENCE DAYS

## 1. Visitations

Teachers may be authorized to visit classes in South Huntington and other communities upon approval of the Superintendent of Schools. Any such authorized day shall be limited to two (2) but shall not be deducted from sick leave.
2. Attendance at Conference

Teaching personnel may be authorized, upon approval of the Superintendent, to attend professional conferences concerned with their subject areas.

After completion of the visitation or conference, the teacher will be required to submit a report to Administration evaluating the visit or conference in the context of the teacher's program.

NOTE: Conference days and visitation to other schools require specific request forms and are not business days. Also, workshops may be considered conference days.

## ARTICLE 14

## ABSENCE OF TEACHERS AND SECURING SUBSTITUTES

Whenever possible, the principal or the person securing substitutes should be notified the day or evening before an absence. Under no circumstances is a teacher to arrange for his own substitute. He should also send to the office, in time for the opening of the session a detailed program of work for the day, so arranged that the substitute can proceed with the regular day's program. Teachers should follow additional procedures as established by their building principals.

## ARTICLE 15

## LEAVE OF ABSENCE

A. This leave of absence policy shall not apply to childbearing/childrearing or military leaves as established.
B. A leave of absence is a privilege and is granted by the Board of Education upon the recommendation of the Superintendent.
C. The leave of absence policy is established to provide a tenured teacher, upon application, the opportunity to, but not limited to, the following:

1. Pursue advance study.
2. Fulfill residency or internship for an advanced degree.
3. Participate in an educational research project allied with applicant's professional area.
4. Participate in the teacher exchange program or any other similar type program.
5. Care for extended illness in the immediate family (for a period longer than ten (10) continuous school days, as governed by Article 7).*
6. Pursue the course of political representation on the local, state, or national level if elected or appointed.
7. Accept officer ship of a professional organization such as NYSUT, AFT, or other affiliated organizations.*
8. Take medical leave.
D. A request for a leave of absence to accept full-time employment outside of the School District will not be considered.

* Requests of this type of leave may be approved by the Board upon recommendation of the Superintendent for a teacher who has completed three (3) years of continuous service in the District at the time the leave is to commence.
E. An applicant receiving a full year's leave of absence will not receive his regular teaching salary from the South Huntington School District while on leave. When the staff member returns to the South Huntington School District, he shall be placed on the salary step following the step he was on at the time the leave was granted. Any teacher who may be granted a leave of absence after the commencement of the school year and who has completed a minimum of five (5) months teaching service during that school year, will be advanced one step on the salary schedule upon return from leave.

A teacher who has worked fewer than five (5) months will be retained at the same step. When a teacher receives a leave of absence to participate in the teacher exchange program, this shall be considered a term of teaching and teaching credit on the salary schedule will be granted for this experience. Failure to return from a leave of absence will be the equivalent of a resignation.
F. A staff member who returns to the South Huntington Schools after a leave of absence may not apply for a second leave within seven (7) years, except under extenuating circumstances; e.g., number 5. above.
G. A maximum of five percent (5\%) of the bargaining unit members may be on leave of absence at any one time. The five percent (5\%) may be extended in emergency situations upon approval of the Superintendent of Schools.
H. A leave of absence may be granted for a maximum of two (2) academic years.
I. A leave for one (1) semester may be considered under extenuating circumstances. Short term leaves of absence (more than ten [10] continuous school days but less than one [1] semester), may be granted at the discretion of the Board of Education.
J. Under extenuating circumstances and at the discretion of the Board of Education, consideration may be given to a limited extension of the leave of absence.
K. An applicant for leave of absence must make formal application by March 15 of the preceding school year except where the purpose of the leave is for medical reasons or extended illness in the immediate family or for acceptance of a grant. (Note B)
L. A staff member must notify the building principal and the District Personnel Office when applying for a grant. When the staff member is notified that he has been awarded the grant, he must inform the Administration to this effect within three (3) working days and submit a formal application for a leave of absence. The

## Article 15

Superintendent of Schools will notify each applicant of his recommendation to the Board of the approval or disapproval of the application for a leave of absence within two (2) weeks or earlier after receipt of the application, depending upon the requirements of the grant.
M. The applicant must advise the Superintendent's office by May 1 of the school year or sixty (60) days prior to the termination of the leave as to their intent to return or not. Failure to do so will be deemed the equivalent of a formal resignation.
N. A full year's Leave of Absence ("LOA") equates to a twelve (12) month period; i.e., work through June, LOA July 1 through June 30, benefits reinstated by the District July 1 (if employee does not return in September, District will be reimbursed by employee for July and August premiums).

Family and Medical Leave Act of 1993
The District will adhere to the requirements of the Family \& Medical Leave Act of 1993 and its addenda and amendments.

## ARTICLE 16

## CHILDBEARING/CHILDREARING LEAVE

## Childbearing Leave

1. Whenever the teacher who is pregnant cannot perform the normal duties of her position, she will be permitted to utilize all or any portion of her sick leave because of a medical disability connected with or resulting from her pregnancy.
2. The teacher will return to work when she is capable of performing the normal duties of her position. The District may require a statement from her doctor certifying that she is capable of returning.

## Childrearing Leave

1. A childrearing leave incident to the birth or adoption of a child shall be granted to him/her for a period not to exceed one (1) year but which may be extended to two (2) years. The leave shall be without salary and will not apply toward tenure. Such leave shall begin at any time upon 30 days' notice and terminate only at the beginning of the school year or semester.
2. Upon return, placement on the salary schedule shall be in accordance with Article 15(E).
3. Failure to return from this leave shall be deemed equivalent to a resignation.
4. A full year's leave of absence equates to a twelve (12) month period; i.e., work through June, leave of absence July 1 through June 30, benefits reinstated by the District July 1 (if employee does not return in September, the District will be reimbursed by employee for July and August premium.)

Family and Medical Leave Act of 1993
The District will adhere to the requirements of the Family and Medical Leave Act of 1993 and its addenda and amendments.

## ARTICLE 17

## BONDING LEAVE

Full-time unit members shall be entitled to Bonding Leave, which provides for up to eight (8) weeks of leave time for a unit member to bond with a newly-adopted child or a newborn, born by way of surrogacy. If applicable, Family Medical Leave Act (FMLA) leave shall run concurrently with "bonding leave." Bonding Leave is unpaid; however, employees may utilize accrued sick time when the leave is taken.

## ARTICLE 18

## MILITARY LEAVE OF ABSENCE

A military leave of absence without pay will be granted to any full-time teacher who is inducted, enlists, or is reactivated in any branch of the Armed Forces of the United States. To qualify, an employee must have service in the South Huntington Schools prior to entering the Service. The Superintendent may request postponement of military service for the remainder of the school year.

Upon returning from such a leave, a teacher will be placed on the salary schedule at the level he/she would have achieved had he/she remained actively employed in the system during the period of his/her absence. Such placement on the scale shall be limited to the maximum of his/her original period of military service.

A teacher shall be required to submit his application for re-employment within ninety (90) days of his termination from the Service, and shall be required to return to the District within one (1) year after termination of his/her military leave.

Tenure status shall be in accordance with Section 243 of the Military Law of the State of New York. All benefits to which a teacher was entitled at the time of his/her military leave, including unused sick leave, will be restored to him/her upon his/her return.

Absence without loss of pay will be granted in order to participate in procedures required by the Selective Service system prior to induction to the Armed Forces.

Upon presentation of official orders, a leave of absence with pay will be granted to full-time teachers who are members of the National Guard or other armed forces reserve units to attend annual training periods, normally limited to two (2) weeks during each school year. Such a leave shall not constitute an interruption of service for purposes of other provisions of this Agreement.

The individual shall make every effort to schedule his/her training period for nonschool time.

## ARTICLE 19

## EVALUATION

A. Evaluation procedures for unit members subject to Section 3012-d of the Education Law and Subpart 30-3 of the Rules of the Board of Regents. Nothing contained herein shall conflict with, nor be determined to conflict with, Appendix F, nor the District's APPR Plan as submitted in the online form required by 8 NYCRR 30-3 and approved by the State Education Department.

## I. Classroom Observations

a) Observations Conducted by a Supervisor/Other Trained Administrator
i. The observation(s) conducted by a supervisor or other trained administrator shall consist of $90 \%$ of the staff member's observation score.
ii. All instructional observations shall be conducted openly.
iii. Observations shall be of a duration sufficient enough to provide an accurate assessment of the lesson, but in no event shall an observation be less than 35 minutes in length, except for observations of support classes, which are less than 35 minutes in length.
iv. For non-tenured staff, there shall be a minimum of two (2) observations per year. All observations for non-tenured staff will be unannounced. Non-tenured staff will have a postobservation conference wherein a post observation form will be utilized.
v. For tenured staff, there shall be a minimum of one (1) observation per year. All observations for tenured staff will be announced. Tenured staff will have a pre-observation and post-observation conference wherein a pre-observation and post-observation form will be utilized.
vi. If either a tenured staff member or a non-tenured staff member receives an observation that is rated "Ineffective" he or she shall be given an additional, announced observation with a pre-observation and post-observation conference
wherein a pre-observation and post-observation form will be utilized.
b) Observations Conducted by an Independent Evaluator
i. The observation conducted by an independent evaluator shall consist of $10 \%$ of the staff member's observation score.
ii. The observation by the independent evaluator shall consist of a 15 -minute walk-through which must be performed before the staff member undergoes his or her observation by a Supervisor or other trained administrator, as set forth in paragraph (a), above.
iii. Tenured and non-tenured staff, shall have one (1) unannounced observation by an independent evaluator per year. Tenured and non-tenured staff shall not have a postobservation conference unless such conference is requested by the teacher or evaluator.
c) The procedure for observations shall be as follows:
i. If an observation is announced, the observer and the staff member shall hold a pre-observation conference to discuss the areas of competence to be observed and to help the teacher understand the criteria for the observation. The teacher will be given an opportunity to explain the nature and objectives of the lesson to be observed. The observer's concerns regarding the proposed lesson will be addressed at this time.
ii. Post-observation conferences shall be held within five (5) school days of the observation conducted by the Supervisor/Other trained Administrator, or within five (5) school days after a post-observation conference request following an observation by an Independent Evaluator; which request shall be made within five (5) days following the observation. The post-observation conference is to review and evaluate such areas as the elements of the lesson, its strengths and weaknesses, commendations and/or recommendations for improvement, and/or set attainable performance objectives. The written report
of the observation may be available at the post-observation or may be developed as a result of the conference. Teachers may request that a follow-up observation be conducted.
iii. The staff member must receive a written observation report, which may be in the form of a checklist, for signature within ten (10) school days after a post-observation conference, or within fifteen (15) school days after the observation when no such conference is held. The staff member's signature indicates only that the observation has been received and not necessarily consensus with its contents. Refusal or failure by the staff member to sign or return the observation report will not prevent the report from being placed in the personnel file with a notation of said refusal or failure.

## II. Annual Evaluation

a) Each staff member shall receive an annual evaluation, in accordance with the requirements of Education Law §3012-d, 8 NYCRR §30-3, and the District's State Education Department approved APPR Plan.
b) The annual evaluation shall be prepared by the lead evaluator and shall reflect the content of the staff member's annual professional performance review, as well as any other documented knowledge of the staff member's performance in areas including, but not limited to, relationships with colleagues, students, and parents, extra- and co-curricular activities, outside professional activities, building and district level professional activities, attendance and punctuality, and any other documented information relating to professional performance.

The format of the annual evaluation shall be established by a committee consisting of three (3) district representatives appointed by the Superintendent and three (3) Association representatives appointed by the President.
c) The annual evaluation will be distributed to staff members by June 1 (or once all data is received).
d) The staff member shall sign the annual evaluation. The staff member's signature indicates only that the annual evaluation has been received and not consensus with its contents. Refusal or failure by the staff member to sign or return the annual evaluation will not prevent it from being placed in the personnel file with a notation of said refusal or failure. The staff member shall receive a copy of the annual evaluation, and a copy shall be placed in the staff member's personnel file.
e) A staff member shall have the right to file a response to an instructional observation report and/or annual evaluation. The response shall be attached to the appropriate document and shall be signed by the staff member, the administrator whose signature appears on that document, and the Personnel Administrator or a designee of the Superintendent of Schools. A staff member who is not filing a formal appeal may still request informal review of their APPR by the Superintendent.

## III. Probationary Notification

a) Probationary employees in their final year of probation will receive notification of the District's intent to grant or deny tenure by February 15. Such notice shall only apply to the employee's classroom performance and shall be subject to modification based upon the District's receipt of the employee's remaining APPR component scores.
b) Probationary employees in years of probation other than their final year will receive notification of the District's intent to terminate the probationary appointment by April 1 . Such notice shall only apply to the employee's classroom performance and shall be subject to modification based upon the District's receipt of the employee's remaining APPR component scores.
c) Notwithstanding the above, nothing shall limit the District's ability to terminate a probationary employee at any time for other statutorily and constitutionally permissible reasons, including but not limited to misconduct.

## IV. Staff Members' Rights

a) Any written complaints regarding a staff member made to the Administration by any parent, student, or other person will be promptly called to the attention of the staff member. In the event the written complaint is placed in the teacher's personnel file, the teacher shall be provided the opportunity to review the document and initial the same prior to its placement in the personnel file.
b) A staff member shall have the right to inspect his/her individual personnel file upon 24 hours' notice and file a statement of his/her views on any material contained within the file.
c) The Association recognizes the authority and responsibility of the principal for disciplining or reprimanding a staff member for delinquency of professional performance. If a staff member is to be disciplined or reprimanded by a member of the administration, $\mathrm{s}(\mathrm{he})$ shall be entitled to have a representative of the Association present.
B. Evaluation procedures for unit members not subject to Section 3012-d of the Education Law, nor Subpart 30-3 of the Rules of the Board of Regents.

## 1. Other Staff Observations

a) All instructional observations shall be conducted openly. Observations may be conducted by department chairpersons, building administrators, directors, supervisors, assistant superintendents, and the superintendent.
b) Observations shall be announced in advance of the observation. Observations shall be of a duration sufficient enough to provide an accurate assessment of the lesson, but in no event shall an observation be less than 35 minutes in length.
c) For non-tenured staff, there shall be a minimum of three (3) observations per year.
d) For tenured staff, there shall be a minimum of one (1) observation per year.
e) The procedure for observations shall be as follows:
i. The observer and the staff member shall hold a preobservation conference to discuss the areas of competence to be observed and to help the teacher understand the criteria for the observation. The teacher will be given an opportunity to explain the nature and objectives of the lesson to be observed. The observer's concerns regarding the proposed lesson will be addressed at this time.
ii. The observer and the staff member shall hold a postobservation conference within five (5) school days of the observation to review and evaluate such areas as the elements of the lesson, its strengths and weaknesses, commendations and/or recommendations for improvement, and/or set attainable performance objectives. The written report of the observation may be available at the postobservation or may be developed as a result of conference. Teachers may request that a follow-up observation be conducted.
iii. The staff member must receive a written observation report for signature within ten (10) school days after the postobservation conference. The staff member's signature indicates only that the observation has been received and not necessarily consensus with its contents. Refusal or failure by the staff member to sign or return the observation report will not prevent the report from being placed in the personnel file with a notation of said refusal or failure. The staff member shall receive a copy of the observation report.
II. Annual Professional Performance Review
a) Each staff member shall receive an Annual Professional Performance Review. The review shall comply with the applicable provisions of the Regulations of the Commissioner of Education of the State of New York (8 NYCRR 100.2) regarding Annual Professional Performance Reviews.
b) The Annual Professional Performance Review shall be prepared by the building principal and shall reflect the content of the instructional observation reports, as well as any other documented
knowledge of the staff member's performance in areas including, but not limited to, relationships with colleagues, students, and parents, extra- and co-curricular activities, outside professional activities, building and district level professional activities, attendance and punctuality, and any other documented information relating to professional performance.

The format of the Annual Professional Performance Review shall be established by a committee consisting of three (3) district representatives appointed by the Superintendent and three (3) Association representatives appointed by the President.
c) The Annual Professional Performance Review will be distributed to staff members according to the following schedule:

1. By February 15 for staff members in their final year of probation.
2. By April 1 for probationary employees in years of probation other than their final year.
3. By June 1 for tenured staff members.
d) The staff member shall sign the Annual Professional Performance Review. The staff member's signature indicates only that the Annual Professional Performance Review has been received and not consensus with its contents. Refusal or failure by the staff member to sign or return the Annual Professional Performance Review will not prevent it from being placed in the personnel file with a notation of said refusal or failure. The staff member shall receive a copy of the Annual Professional Performance Review, and a copy shall be placed in the staff member's personnel file.
e) A staff member shall have the right to file a response to an instructional observation report and/or Annual Professional Performance Review. The response shall be attached to the appropriate document and shall be signed by the staff member, the administrator whose signature appears on that document, and the Assistant Superintendent for Personnel and District Services. A staff member may request to have the Annual Professional Performance Review reviewed by the Superintendent.
III. Staff Members' Rights
a) The contents of instructional observation reports and Annual Professional Performance Reviews shall not be subject to the grievance procedure; however, procedural aspects shall be subject to the grievance procedure.
b) Any written complaints regarding a staff member made to the Administration by any parent, student, or other person will be promptly called to the attention of the staff member. In the event the written complaint is placed in the teacher's personnel file, the teacher shall be provided the opportunity to review the document and initial the same prior to its placement in the personnel file.
c) A staff member shall have the right to inspect his/her individual personnel file upon 24 hours' notice and file a statement of his/her views on any material contained within the file.
d) The Association recognizes the authority and responsibility of the principal for disciplining or reprimanding a staff member for delinquency of professional performance. If a staff member is to be disciplined or reprimanded by a member of the administration, $s(h e)$ shall be entitled to have a representative of the Association present.

## ARTICLE 20

## ADMINISTRATIVE AND SUPERVISORY POSITIONS

A. All staff and line appointments to administrative and supervisory positions within the District shall be advertised to the staff of the South Huntington Union Free School District, and sufficient time shall be allowed for all interested staff members to submit letters of application for such openings well in advance of the deadline date for the appointments. A job description and qualifications for each position shall accompany all such notifications of vacant positions.
B. The Superintendent shall appoint an advisory committee to assist in the interviewing of all applicants for the position. Included in such a committee shall be a teacher from the building involved. Such teacher representative shall be selected by the Superintendent from a listing of five (5) tenured teachers compiled by the building representative(s). Only persons who will be eligible and have applied for certification in New York State in the area of the job opening at the time of beginning employment shall be considered by the advisory committee. In the event said person is not eligible and has not applied for certification on the date of beginning employment, the appointment shall be rescinded. All applicants from within the District will be interviewed for the position.
C. The Superintendent's office will arrange a schedule of interviews and the committee members will then interview and recommend applicants, in order of ranking preference, to the Superintendent.
D. All appointments are subject to final approval by the Superintendent and the Board of Education.
E. In emergency situations, the Superintendent will appoint an acting administrator pending completion of the procedures listed above.
F. The above procedures are not applicable for appointments to the position of Superintendent or Assistant Superintendents. Staff members, however, will be advised of such openings and given interviews.

## ARTICLE 21

## TRANSFERS AND ASSIGNMENTS WITHIN THE DISTRICT

The Board recognizes that teachers may wish to seek transfer to another building within our District. The teacher may desire to seek experiences at a different grade level, to engage in a special program, to change environment, or he may have other reasons based on sound motivation. Wherever possible, some degree of individual stability or opportunity must be provided for all teachers.

The Association recognizes that flexibility in regard to teacher transfers and assignments must remain with the Administration.
A. Definitions:

A transfer shall mean movement from one building to another, and an assignment shall pertain to grade level, ability group, and/or subject matter.
B. The following guidelines will apply in the reassignment or transfer of teachers. This listing is in order of importance:

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Instructional requirements
Individual qualifications
Staff ability
Emergency needs
Seniority
Convenience and wishes of the teacher
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C. Voluntary transfers or assignments:

1. A listing of all vacancies in the schools will be posted throughout the year as they occur.
2. A teacher desiring transfer or reassignment shall submit a letter to his principal no later than ten (10) calendar days after posting. The letter should contain reasons for requesting the transfer and information regarding preference in position, subject, grade, or school.
3. Persons desiring transfer where no known vacancies exist should file application prior to March 15.
D. Involuntary transfer or assignments:
4. Teachers who will be affected by involuntary transfer or assignment will be notified within ten (10) days after building staffing plans have been completed.
5. Continuing staff who are subject to an involuntary transfer to another building will be given priority of assignment over staff returning from absences, or newly appointed teachers, when openings occur. Such involuntary transfer may be reviewed with the Superintendent and the teacher may be accompanied by a SHTA representative.
6. Within each of the Pupil Service Departments, there is an extensive diversity of services. Accordingly, it may become necessary to involuntarily transfer or assign pupil services personnel so that the needs of the students and program can be met. When making such transfers or assignments, the Administration will consider the staff member experience and actual knowledge of specialty within the discipline area.

## ARTICLE 22

## RESIGNATIONS

All resignations should be forwarded to the principal as early as possible, prior to the anticipated departure from the schools. The employee may resign by submitting a written notice at least thirty (30) days in advance.

Notification of retirement must be accompanied by a resignation letter from the teacher.

## ARTICLE 23

## SALARIES

1. First year (2018-2019): Effective July 1, 2018, a "transitional salary schedule matrix," which is annexed hereto as Appendix A, shall be implemented. This "transitional salary schedule matrix" shall be applicable to all unit members and shall be utilized in the creation of a new salary schedule for the 2018-2019 school year, which is annexed hereto as Appendix A-1, and for the resulting placement of unit members on the new salary schedule for 2018-2019.

Any teacher hired on or before March 28, 2018, shall be placed on a step of the "transitional salary schedule matrix," that is closest to, but not less than \$1,000 greater than the teacher's step placement on the salary schedule for the 20172018 school year.

Subsequent to the placement of all eligible teachers on the "transitional salary schedule matrix," effective July 1, 2018, the salary schedule for the 2018-2019 school year shall be created by increasing the "transitional salary schedule matrix" by one and one-half percent (1.50\%). The resulting 2018-2019 salary schedule is annexed hereto as Appendix A-1. Thereupon, each unit member, except for those unit members who are placed on step 24 of Appendix A-1, shall be granted one step from their salary cell placement on Appendix A-1. Unit members employed after February 1, 2018 and prior to the close of business on June 22, 2018, shall not be granted the aforesaid step movement until July 1, 2019.

The following example is for illustrative purposes only: For example, if Teacher "A" during the 2017-2018 school year received an annual salary of $\$ 113,221$ on Step 18, Lane MA30 of the 2017-2018 salary schedule, she shall initially be placed on Step 22 of the "transitional salary schedule matrix" in effect on July 1, 2018, which results in a "salary schedule matrix" placement salary of $\$ 114,930$. Next, the "transitional salary schedule matrix" shall be increased by one and onehalf percent ( $1.50 \%$ ). Teacher "A" then shall be granted "one step" movement and shall be placed on Step 23 of the new salary schedule in effect on July 1 , 2018 for the 2018-2019 school year. Teacher "A's" resulting annual salary shall be \$119,597 for the 2018-2019 school year.
2. Second year (2019-2020): Effective July 1, 2019, the salary schedule for the 2019-2020 school year shall be created by increasing the salary schedule in effect on June 30, 2019 by one and one-half percent (1.50\%). In addition, effective July 1, 2019, step increment shall be granted to all eligible unit members employed on or before June 22, 2018. Eligible unit members employed after June 22, 2018 shall not be granted step increment on July 1, 2019, but shall be granted step increment on February 1, 2020.

## Article 23

3. Third year (2020-2021): Effective July 1, 2020, the salary schedule for the 20202021 school year shall be created by increasing the salary schedule in effect on June 30, 2020 by one percent ( $1.00 \%$ ). In addition, effective February 1, 2021, step increment shall be granted to all eligible unit members. (Step increment will no longer be granted on July $1^{\text {st }}$. Rather, unit members will be granted step increment on February $1^{\text {st }}$ of each school year.)
4. Fourth year (2021-2022): Effective July 1, 2021, the salary schedule for the 2021-2022 school year shall be created by increasing the salary schedule in effect on June 30, 2021 by one percent (1.00\%). In addition, effective February 1, 2022, step increment shall be granted to all eligible unit members. (Step increment will no longer be granted on July $1^{\text {st }}$. Rather, unit members will be granted step increment on February $1^{\text {st }}$ of each school year.)
5. Fifth year (2022-2023): Effective July 1, 2022, the salary schedule for the 20222023 school year shall be created by increasing the salary schedule in effect on June 30, 2022 by one and one-quarter percent (1.25\%). In addition, effective February 1, 2023, step increment shall be granted to all eligible unit members. (Step increment will no longer be granted on July $1^{\text {st }}$. Rather, unit members will be granted step increment on February $1^{\text {st }}$ of each school year.)
6. Sixth year (2023-2024): Effective July 1, 2023, the salary schedule for the 20232024 school year shall be created by increasing the salary schedule in effect on June 30, 2023 by one percent ( $1.00 \%$ ). In addition, effective February 1, 2024, step increment shall be granted to all eligible unit members. (Step increment will no longer be granted on July $1^{\text {st }}$. Rather, unit members will be granted step increment on February $1^{\text {st }}$ of each school year.)
7. The aforementioned February 1st award date for the granting of step increment shall permanently remain as February 1st for purposes of the granting of increment following contract expiration, pursuant to Section 209-a(1)(e) of the Taylor Law.
8. All other wage rates, coordinators' stipends, co-curricular, coaching, the extracurricular hourly rate, and extra-paid position wage rates, and the like, shall be increased each year by the following percentages:

| 2018-2019: | $1.50 \%$ |
| :--- | :--- |
| 2019-2020: | $1.50 \%$ |
| 2020-2021: | $1.00 \%$ |
| 2021-2022: | $1.00 \%$ |
| 2022-2023: | $1.25 \%$ |
| 2023-2024: | $1.00 \%$ |

## Article 23

9. The salary schedules for the 2018-2019, 2019-2020, 2020-2021, 2021-2022, 2022-2023, and 2023-2024 school years shall be as indicated in Appendix A.
10. Columns MA-15 and MA-45 shall be deemed inapplicable for unit members hired on or after July 1, 2012. Movement to columns MA-15 and MA-45 for eligible unit members hired before July 1, 2012, will terminate on December 31, 2020.
11. All teachers who have completed fifteen (15) years of service in the District, beginning with September of their sixteenth (16) year, will be paid an additional \$1,999.00.
12. All teachers who have nineteen (19) years of service in the District, beginning with September of their twentieth (20th) year, will be paid an additional $\$ 5,280.00$. This amount shall not be cumulative with the 16 year payment.
13. All teachers who have completed twenty-three (23) years of service in the District, beginning with September of their twenty-fourth (24th) year, will be paid an additional $\$ 8,406.00$. This amount shall not be cumulative with the 16 , and 20 year payments.
14. All teachers who have completed twenty-seven (27) years of service in the District, beginning with the September of their twenty-eighth (28th) year, will be paid an additional $\$ 10,508.00$. This amount shall not be cumulative with the 16 , 20 , and 24 year payments.
15. All teachers who have completed thirty-one (31) years of service in the District, beginning with September of their thirty-second ( $32^{\text {nd }}$ ) year, will be paid an additional $\$ 12,609.00$. This amount shall not be cumulative with the $16,20,24$, and 28 year payments.
16. Stipends for the positions of Lead Teacher and Coordinator shall be as listed in Appendix E.
17. All head and assistant Varsity coaches shall receive play-off compensation in the following amounts:

For sports with no guarantee of play-offs:

| $2018-2019$ | $\$ 104.06$ per day |
| :--- | :--- |
| $2019-2020$ | $\$ 105.62$ per day |
| $2020-2021$ | $\$ 106.68$ per day |
| $2021-2022$ | $\$ 107.75$ per day |
| $2022-2023$ | $\$ 109.10$ per day |
| $2023-2024$ | $\$ 110.19$ per day |

## Article 23

For sports where playoffs are guaranteed:

| $2018-2019$ | $\$ 78.04$ per day |
| :--- | :--- |
| $2019-2020$ | $\$ 79.21$ per day |
| $2020-2021$ | $\$ 80.00$ per day |
| $2021-2022$ | $\$ 80.80$ per day |
| $2022-2023$ | $\$ 81.81$ per day |
| $2023-2024$ | $\$ 82.63$ per day |

18. The Board of Education may, upon recommendation of the Administration, withhold automatic increments, or hold any teacher on step, or both, within the provisions of the laws of the State of New York. The Board of Education will provide an opportunity for the South Huntington Teachers' Association to express its opinion regarding any action taken under this provision.

## ARTICLE 24

## ANNUAL APPOINTMENT AND SALARY NOTICE

Following any hiring or change in employment status, a teacher shall be furnished with written notice(s) of appointment, including the tenure area of such position.

All teachers shall be furnished with written notification of the salary step and column on which they are placed, their annual salary and any differentials no later than November 1.

## ARTICLE 25

## PAYDAY SCHEDULE

The Board and the Association agree that pay days will be on a biweekly basis.
The first pay day in every school year shall be on the first Friday after school opening. Pay days shall be every other Friday thereafter, except when the scheduled Friday pay day shall be a school holiday. In such event, the pay day shall be on the last school day immediately preceding the otherwise scheduled pay day.

Upon the satisfactory completion of end-of-year duties, the final salary check will be issued to the teachers by the building administrator.

## ARTICLE 26

## COLUMN MOVEMENT

## Credits

1. Credit will be given for graduate level courses at an accredited university or as provided in Article 29 only after prior approval has been obtained from the Superintendent of Schools or his/her designee. The course work must be completed prior to receiving credit. Graduate credits under consideration for approval are not required to be part of a graduate degree bearing program. Online in-service courses are eligible to be considered for approval.
2. Column Movement on the MA levels will only be given for those graduate courses completed after the MA degree has been awarded. In-service credit is applicable at any time, either prior to or after the awarding of the MA degree.
3. Courses must be related to the present school assignment or an anticipated new school related responsibility subject to Superintendent approval prior to taking the course. Such approval shall not be exercised in an arbitrary, capricious or unreasonable manner.
4. Column movement on the salary schedule will be limited to movement of one (1) column in a one (1) year period (September 1 - August 31).
5. Teachers shall not be permitted to seek approval to take more than fifteen (15) credits for salary advancement during the Fall and Spring semesters, and not more than eighteen (18) credits during the summer months.
6. For unit members hired on or after July 1, 2012, column movement shall require at least fifteen (15) graduate credits for each block of 30 utilized for column movement beyond MA.

## Tuition Reimbursement

Teachers who are on the Masters +60 column or higher shall be reimbursed the tuition for graduate courses that have been pre-approved by the Superintendent. Payment shall be made upon receipt of an official transcript and receipt for payment after completion of the course. Tuition reimbursement shall apply only to those courses which the teacher has satisfactorily completed. Tuition Reimbursement shall not be applicable to unit members hired on or after July 1, 2012. This benefit shall terminate in all respects for remaining eligible unit members (i.e., those unit members hired before July 1, 2012) on the close of business on June 30, 2024.

South Huntington Teacher Center sponsored/organized doctoral cohorts are not eligible for tuition reimbursement.

## Article 26

## Procedures

No consideration can be given to a request for column movement until all official transcripts are received.

All column movement for all unit members shall take place on February $1^{\text {st }}$ of each school year. Course work must be completed by September $1^{\text {st }}$ and supporting documentation received by the Office of Personnel by December 31 ${ }^{\text {st }}$ for movement the following February $1^{\text {st }}$.

Procedures for obtaining column movement are available at the Personnel Office.

## ARTICLE 27

## PREVIOUS EMPLOYMENT ALLOWANCES

1. Eight (8) years of previous public and/or non-public school teaching experience may be accepted in placing a teacher on the salary schedule. When it is deemed to be in the best interests of the School District, the Superintendent may allow additional years of prior school teaching experience.
2. Up to two (2) years of experience will be allowed for previous military service. In the case of a teacher whose teaching service was interrupted by military service, a maximum of three (3) years may be allowed.
3. Experience outside of the field of education, though in some degree related to it, will be allowed in the calculation of a salary for any appointment upon the Superintendent's recommendation and Board approval.
4. The Board reserves the right to make exceptions for previous experience, on the recommendation of the Superintendent, when this is deemed to be in the best interests of the School District.

## ARTICLE 28

## CURRICULUM DEVELOPMENT

The Board of Education and the Teachers' Association agree that the instructional staff is and should continue to be a significant source of innovation and development in initiating curriculum changes in our schools. It is important that the instructional staff participate in the development and implementation as well as the evaluation and improvement of instructional programs.

Accordingly, it is agreed that a Curriculum Development Committee should be formed. This committee shall consist of fourteen (14) instructional staff members:
a) Seven (7) members shall be designated by the Teachers' Association -- one from each school;
b) Seven (7) administrators shall be designated by the Superintendent -- one from each school;
c) The Chairperson shall be selected by the committee members.

The Association shall notify the Superintendent of the names of the persons designated to serve from each school by October 1.

This committee shall meet on the third Monday of each month for the purpose of reviewing curriculum and methodology. The Committee shall review requests for change made by any teacher or group of teachers, chairpersons and coordinators, supervisors, directors, administrators or other members of the instructional staff.

The Curriculum Development Committee shall set curriculum priorities and make recommendations to the Assistant Superintendent for Instruction.

## ARTICLE 29

## INSERVICE COURSES/CREDIT

## A. Basic Functions

1. The In-service Review Board (IRB) reviews and approves all inservice and undergraduate courses for which staff members plan to request salary credit. Notwithstanding the role of the IRB, the Superintendent has the authority to decide whether a particular course is applicable for credit for a particular teacher. Such decision shall not be arbitrary, capricious or unreasonable. Salary credit for undergraduate courses shall only be considered by the IRB for those courses commenced after July 1, 1994.
2. The In-service Review Board promotes a staff development program designed to improve the quality of the educational program based on staff competencies and curricular needs.
3. The In-service Review Board will review and post all proposed South Huntington sponsored in-service graduate level course offerings. Such postings will be distributed to staff at the beginning of each semester or at least two (2) weeks prior to the first scheduled course session. Minimum registration shall be twelve (12).
B. Selection of Board Members (8) and Tenure of Office
4. Assistant Superintendent - permanent chairperson
5. Elementary Administrator - two (2) year appointment nominated by Administrative Council
6. Secondary Administrator - two (2) year appointment nominated by Administrative Council
7. SHTA Representative - two (2) year appointment nominated by President of the Teachers' Association

## C. Elementary

1. Two (2) staff members; elected from two (2) different elementary schools, rotated alphabetically.

## Article 29

D. Secondary

1. Middle School
a) One (1) member shall be elected to represent the middle school.
2. Senior High
a) One (1) member shall be elected to represent the senior high school.
E. Criteria
3. Courses must be related to the present school assignment or an anticipated new school-related responsibility.
4. The Superintendent may mandate certain graduate level in-service courses or undergraduate college/university courses as a condition of employment for new teachers and as a condition for tenure.
5. Up to nine (9) graduate in-service credits may be utilized for increment purposes for each 15 point block on the MA salary schedules.
6. All credits are irrevocable after a six-month period from receipt of official transcripts unless fraud or deceit can be established.

## ARTICLE 30

## PAYMENT FOR EXTRACURRICULAR ACTIVITIES

## 1. Reimbursement for Services

Reimbursement for services rendered will be made upon completion of the activity with payment dates scheduled for December, March and June and will be by separate check. Individuals handling year-round activities will be reimbursed in the same fashion with three (3) equal payments in the above months.
II. Conditions of Employment for Extracurricular Activities
A. Coaches and Extracurricular leaders shall be hired from within the District, except when the Administration deems that there is no qualified person available in the District. The term District means all grade levels in the South Huntington School District.
B. If in the judgment of a coach of an interscholastic sport the number of students participating in that sport is unreasonable to supervise, the coach may request assistance when he feels additional supervision is prudent.
C. All positions will be posted when available and a brief job description will be included.
D. Any person covered by Appendices ( $B-C$ ) may not be dismissed without written justification from the Administration and the right to grievance procedure.

## ARTICLE 31

## SUMMER SCHOOL

## Curriculum

It is the responsibility and prerogative of the Board of Education to establish the nature and scope of any summer school program in the District. The following criteria will be in effect only if the District has its own summer school program.

Employment (In order of importance)

1. The teacher shall be certified in the field or fields.
2. Teachers employed by the South Huntington School District during the regular school year are to be given preference over other teachers.
3. Preference in hiring will be given to those who have most recently worked satisfactorily in the summer school program in the past.
4. Length of service in summer school teaching the subject(s) is to be considered.

The list of positions available shall be published by April 30 of each year. Letters of application must be submitted by May 15. Teachers who have applied shall be notified no later than May 30 whether or not they will be hired.

## Conditions of Employment

The school day for summer school normally will have the schedules as listed below, subject to change by Administration.

Secondary - 7:50 a.m. school day divided into three (3) periods:

| 8:00 | a.m. | to | $9: 30$ | a.m. |
| ---: | :--- | :--- | ---: | :--- |
| $9: 35$ | a.m. | to | $11: 05$ | a.m. |
| $11: 20$ | a.m. | to | $12: 50$ | p.m. |

## Article 31

Elementary 7:45 a.m. to 12:45 p.m. school day consisting of two (2) periods:

| 8:00 | a.m. to | 10:00 | a.m. |
| ---: | :--- | :--- | :--- | :--- |
| 10:30 | a.m. to | 12:30 | p.m. |

or 8:00 a.m. to $12: 50$ p.m. school day consisting of three (3) periods:

| 8:00 | a.m. | to | $9: 30$ | a.m. |
| ---: | :--- | :--- | ---: | :--- |
| $9: 35$ | a.m. | to | $11: 05$ | a.m. |
| 11:20 | a.m. | to | $12: 50$ | p.m. |

Any additional duties (supervisory) in elementary school will be assigned by the Summer School Administration.

Non-reappointment to a teaching position shall be subject to the grievance procedure.

## Recommended Class Size

1. Secondary remedial - 20
2. Elementary remedial - 15

All other classes will have established recommended sizes set by the summer school principal in consultation with appropriate members of his staff.

## Leave

A maximum of two (2) days leave with pay will be granted to a teacher for illness or bereavement during the summer school session. Such leave is non-cumulative and does not affect accrued sick leave from the regular academic year. In the event of an unusual illness or circumstances related to a bereavement, this allowance for leave with pay may be extended to a maximum of four (4) days, on the written recommendation of the Superintendent's office.

## Leave of Absence

A leave of absence without pay shall be permitted to a faculty member for a summer session after three (3) years of continuous summer service. No more than $331 / 3 \%$ of those eligible shall be granted leaves. A leave shall not be considered an interruption in summer school service in determining eligibility for re-employment.

## Article 31

## Salary

The following salary schedule shall be in effect for summer school:
Per Teaching Period
(times no. periods taught)

|  | $\underline{\mathbf{2 0 1 8 - 2 0 1 9}}$ | $\underline{\mathbf{2 0 1 9 - 2 0 2 0}}$ | $\underline{\mathbf{2 0 2 0 - 2 0 2 1}}$ | $\underline{\mathbf{2 0 2 1 - 2 0 2 2}}$ | $\underline{\mathbf{2 0 2 2 - 2 0 2 3}}$ | $\underline{\mathbf{2 0 2 3 - 2 0 2 4}}$ |
| :--- | :---: | :---: | :---: | :---: | :---: | :---: |
| Step 1 | $\$ 1993$ | $\$ 2023$ | $\$ 2043$ | $\$ 2063$ | $\$ 2089$ | $\$ 2110$ |
| Step 2 | $\$ 2191$ | $\$ 2224$ | $\$ 2246$ | $\$ 2268$ | $\$ 2296$ | $\$ 2319$ |
| Step 3 | $\$ 2390$ | $\$ 2426$ | $\$ 2450$ | $\$ 2475$ | $\$ 2506$ | $\$ 2531$ |
| Step 4 | $\$ 2592$ | $\$ 2631$ | $\$ 2657$ | $\$ 2684$ | $\$ 2718$ | $\$ 2745$ |
| Step 5 | $\$ 2789$ | $\$ 2831$ | $\$ 2859$ | $\$ 2888$ | $\$ 2924$ | $\$ 2953$ |

Placement on the summer school salary schedule is based upon years of teaching experience in the South Huntington summer school.

It is understood and agreed by the parties that salary notices issued for summer employment are binding on both parties as to amount but not necessarily to position, provided the annual budget containing the necessary funds for the proposed summer school is adopted.

There will be a minimum of one (1) formal observation during the summer period and the evaluation will be placed in the teacher's personnel file.

## Summer Special Education Program

Salaries shall be based on the rates and steps for summer school each year. The hourly rate of pay shall be based upon the summer school rate of pay, i.e., one period equals 1 and $1 / 2$ hours of teaching time.

## ARTICLE 32

## HOME INSTRUCTION

1. The South Huntington School District does not permit teachers of homebound students to tutor their assigned students for extra compensation.
2. Home instruction teachers shall be hired from within the District, except when the Administration deems that there is no qualified person available in the District. The term District means all grade levels in the South Huntington School District.
3. Teachers shall be compensated at the following rates per hours of instruction. The length of the sessions shall be in conformity with State regulations:

| $2018-2019$ | $\$ 57.27$ |
| :--- | :--- |
| $2019-2020$ | $\$ 58.13$ |
| $2020-2021$ | $\$ 58.71$ |
| $2021-2022$ | $\$ 59.30$ |
| $2022-2023$ | $\$ 60.04$ |
| $2023-2024$ | $\$ 60.64$ |

Guidelines for staff involved in home instruction can be obtained from the Office of Pupil Services.

## ARTICLE 33

## PRIVATE TUTORING/COUNSELING

When private tutoring or counseling is advised and/or when a parent independently seeks such aid during the school year, or summer, from members of the public school staff, the following policies shall apply:

1. Staff members who wish to engage in private tutoring of public school children are requested to notify the Office of Pupil Services of their availability, indicating the areas in which they plan to work; i.e., grade levels and subjects.
2. School personnel shall not recommend specific persons to parents but may make available the list of persons qualified in the area of concern.
3. No teacher will tutor for remuneration a pupil whose promotion is directly his responsibility.
4. Pupil Services staff members will not engage in private counseling, involving students assigned to their building(s).
5. No private tutoring will be done in school buildings either by school personnel or others.
6. Principals and teachers will offer consultation with tutors on the pupil's abilities and achievement levels and provide information that will make tutoring most effective in those cases where they deem tutoring advisable.

## ARTICLE 34

## PROTECTION OF TEACHER

## I. Civil Cases And Hearings Arising From Assault

## A. Assistance

Teachers and principals shall be required to report promptly to the Superintendent, all cases of assault suffered by teachers and/or civil actions filed against them in connection with their employment. The Superintendent shall acknowledge receipt of such report in writing.

The attorney, provided by the Board, shall inform the teacher of his rights under the law and provide such information in a written document. The attorney shall notify the teacher of his/her readiness to assist the teacher as follows:

1. By obtaining from the teacher, principal, and/or police, relevant information concerning the incident.
2. By accompanying the teacher in court appearances or any proceedings held by the Board or Superintendent which are deemed legal procedures.
3. By acting in other appropriate ways as liaison between teacher, police, and the courts and any hearing that has legal status.
4. The Association President will be promptly notified of any such occurrences.
B. Legal Counsel

The Board agrees to provide appropriate legal counsel to any teacher in any civil action arising out of an assault on a teacher or any disciplinary action taken against a student by a teacher.

## C. Compensation For Lost Time

In the event a teacher becomes disabled by reason of an injury by

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assault, either wholly or partially sustained or contracted while in the performance of his/her regular or extracurricular duties or where he/she acts as an agent of the District while on the property of the District, he/she shall receive his/her regular salary and benefits for the period of his/her disability, up to a maximum of two (2) years. The regular salary shall be reduced by any social security and/or workers' compensation benefits available to the teacher. Extension of salary beyond the two (2) year period shall be subject to the Board's review and approval. There shall be no charge made against the individual's accumulated sick leave during the approved absence. It is understood, however, that in the event a teacher shall receive a "lump sum" settlement or award for a schedule loss or reimbursement for any medical expense incurred or paid by the teacher, under the said workers' compensation law, said recovery or reimbursement shall not be required to be paid to the Board by the teacher.

## II. Automobile Liability

All employees involved in District business mandated by their immediate supervisor which necessitates the use of their private automobile shall be covered by the automobile liability insurance (bodily injury and property damage) included in the District insurance coverage.
III. Reimbursement shall be made to a teacher for repair or value, whichever is less, of clothing or eyeglasses damaged or destroyed as a result of an assault by a student on school grounds, not covered by personal insurance or workers' compensation.

## ARTICLE 35

## WORKERS' COMPENSATION

Professional personnel are covered by Workers' Compensation as governed by the State of New York. For personnel who are injured in the line of duty, this added protection provides for payment of medical expenses and for loss of time.

When personnel have time deducted from accumulated sick leave due to an on-the-job "Temporary Disability" and have been paid by the District for such time taken, all reimbursement received from Workers' Compensation for such disability must be returned to the School District. In such instances, sick leave credit will be adjusted proportionately based on the per diem pay paid for the substitute. (Formula: Dollars returned to District minus total pay to substitute(s) divided by average substitute per diem $=$ sick leave days to be reimbursed to teacher.)

When a claim is made for "Permanent (partial or full) Disability" under Workers' Compensation, Social Security, Retirement Benefits, State Disability, private and/or School Financial Disability policies and payment is received, this money is to be retained by the claimant. On receipt of such payment for "Permanent (partial or full) Disability" the claimant will file a report of settlement with the District Personnel Office.

ARTICLE 36

## GROUP LIFE INSURANCE (Basic \& Supplemental)

The District assumes the entire cost for a basic group term life insurance policy, for full-time employees which will be equal to the teacher's annual salary to the nearest one thousand $(\$ 1,000)$ dollars. Thereafter, the amount of each policy will be equal to the teacher's salary in October 1 of each year. (No change in policy amount for increases in salary after October 1 or for any retroactive adjustments). Full-time teachers employed after October will be covered the following March 1 or October 1. Excessed teachers reduced from full-time to part-time employees (3/5's+) will continue to have life insurance coverage using their actual annual part-time salary. Part-time teachers will not be entitled to life insurance coverage.

A supplemental group life insurance plan is optional and the cost is assumed by the teacher. The supplemental life insurance program is limited to those teachers having supplemental life insurance in effect as of December 31, 1985. Should the insurance carrier eliminate supplemental insurance due to lack of participation, such insurance shall no longer be available.

## ARTICLE 37

## MEDICAL AND DENTAL INSURANCE

## MEDICAL

Bargaining unit members hired prior to July 1, 2012 shall pay $15 \%$ of health care premiums for individual or family coverage.

Bargaining unit members hired on or after July 1, 2012, shall pay $20 \%$ of health care premiums for individual or family coverage.

Full-time employees and excessed current employees who are reduced from fulltime to part-time ( 6 or greater) will be entitled to health insurance coverage.

Part-time teachers will not be entitled to health insurance coverage.
The Association agrees that the District shall have the right to change carriers, including self-insurance, as long as the benefits in existence at the time of the change do not decrease and if the Association is in agreement to the change in carriers. The Association agrees it will not unreasonably withhold its consent. Under such a selfinsured program, the employee contribution shall be the percentage indicated above of the premium cost to the District for the Empire/Metropolitan State plan as of January 1, 1995.

Alternative Health Care
a. Unit Members eligible for Health Insurance: The District in its sole discretion may offer an optional alternative health insurance plan and/or health savings account program to unit members eligible for health insurance. Participation in the alternate plan in lieu of the health insurance plan offered by NYSHIP shall be voluntary, at the unit member's election. The District at its discretion may also choose to provide an incentive program. The District shall consult with the Association prior to implementing any optional alternatives. Unit members' contribution rates shall not exceed the percentage premium contribution rates paid by unit members under the NYSHIP plan.
b. Unit Members not eligible for Health Insurance: The District, in its sole discretion, may offer unit members not eligible for health insurance pursuant to the parties' collective bargaining agreement health insurance coverage. The selection of a health care plan, its benefits and provisions, contribution levels and the choice of a provider shall be at the District's sole discretion.

If a unit member currently ineligible for the District's health insurance enrolls in this alternate health insurance plan and subsequently becomes eligible for the District's

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health insurance pursuant to this provision, this employee may enroll in the District's health insurance pursuant to this provision and subject to NYSHIP rules.

Cafeteria Plan

It is agreed that the District will pursue, with input from the Association, the possibility of instituting a "cafeteria" plan to provide the teachers a choice between cash and the optional benefits under the dental, dependent care, disability, life insurance, medical care and medical reimbursement program available under a "cafeteria" plan (e.g., various medical coverage plans at different contribution rates).

Waiver of Heath Insurance/Buyout
a. Any teacher who opts to cancel or reject his/her health insurance coverage will receive quarterly cash payments equal to $50 \%$ of the District's payment for single or family premium effective with the first full quarter after such declaration.
b. Teachers who voluntarily switch to single coverage when they are eligible for family coverage will receive $50 \%$ of the difference in the District's annual premium payments in quarterly payments also.
c. An employee who selects the cash option shall have the right to re-enter the applicable health insurance plan upon 90 days' notice to the District.
d. Current unit members who previously declined health insurance coverage during the 2017-2018 school year and received a monetary benefit shall receive declination payments based on the current terms and conditions of Article 37 set forth in paragraphs a, b, and c above, through June 30, 2023. Thereafter, the unit member's declination payment will be fixed at the 2022-2023 declination dollar amount, and the $50 \%$ formula shall no longer be in effect. If at any point a unit member who received a declination payment in 2017-2018 discontinues his or her declination of insurance, thus creating an interruption, and then subsequently seeks to receive the declination payment again, then, he or she shall only be eligible to receive a declination payment at the rates set forth in the following paragraph.

Unit members hired prior to March 28, 2018 who did not opt out of health insurance coverage during the 2017-2018 school year, and any unit member hired on or after March 28, 2018 shall receive a declination payment at the following rates:

Family: \$3,000
Individual: \$1,000

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## e. NYSHIP Policy 122r3

1. The parties agree that NYSHIP Policy Number 122 r 3 has been deemed invalid by the Appellate Division. The parties agree that NYSHIP Policy Number 122r3 shall be implemented by the School District should Policy Number $122 r 3$ be deemed valid by a court of competent jurisdiction. Effective on the date the District commences complying with Policy Number 122r3, any unit member who has health insurance coverage under the New York State Health Insurance Program (NYSHIP) through his or her spouse, or otherwise, shall not be eligible for the cash payment provided for herein notwithstanding his or her declination of coverage from the District. Beginning on such date, any unit member who is rendered ineligible for said cash payment as a result of NYSHIP Policy Number 122 r 3 may elect only individual coverage if his or her spouse has NYSHIP family coverage through the District or through another participating municipality. The unit member may immediately enroll in family coverage in the event of a "qualifying event" as defined by NYSHIP rules, subject to NYSHIP rules and regulations governing re-enrollment.
2. In the event the rule is subsequently revoked by judicial determination, or determined to be illegal or invalid by a court of highest competent jurisdiction, or the NYSHIP rules are modified to permit employees to receive health insurance opt-out payments, then bargaining unit members whose other employer sponsored coverage is through NYSHIP and who have opted out of District coverage shall be entitled to the benefit of this Article 37 for any period for which the rule remained valid, retroactive to when the District began complying with Policy 122r3. To be eligible for this retroactive benefit, unit members must have opted out of District coverage for the period of time retroactive payment is sought. Retroactive payments shall be made within 90 days of the date on which the Association places the District on written notice that the policy has been modified so as not to preclude payment or that a final determination by the highest court of competent jurisdiction, which is not subject to appeal, has been rendered. In this event, this section regarding NYSHIP Policy Number 122r3 shall be null and void and all health insurance opt outrelated language contained in this Article 37 shall revert to the language in effect on June 30, 2012.
3. In the event that NYSHIP Policy Number 122 r 3 is modified, the parties shall meet to revise this provision in accordance with the modification.

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## Other Options

In the event either Federal or State programs grant employees the option of choice to select a health insurance program other than the District's program, the employee will be responsible for contributing the percentage indicated above of the District's cost of such option.

## DENTAL

The District shall provide dental insurance of a total cost not to exceed $\$ 140,000$ for all plan participants which may include non-unit members (all full-time employees for both individual and family coverage). Excessed employees who are reduced from fulltime to part-time ( $3 / 5$ 's+) will retain their dental insurance coverage paid by the District. Part-time teachers will not be entitled to dental insurance coverage. The District agrees to subscribe to a mutually agreeable additional dental plan with enhanced benefits. All participating District employees, both unit and non-unit, will pay premiums for the enhanced plan, reduced by any unexpected sums arising from the aforesaid $\$ 140,000$.

## ARTICLE 38

## REGULATIONS REGARDING TRAVEL

## Outside The District

Personnel traveling outside the District on District business must submit a conference travel request form. This form must be completed and written approval obtained five (5) days prior to conference attendance by any member of the staff in order to be reimbursed for expenses incurred while attending any conference, meeting, or other approved school activity.

Approval shall be subject to the following conditions:

1. Cost of travel on Long Island within a fifty (50) mile radius is excluded from payment.
2. Travel by private automobile for authorized conferences, meetings, etc., is reimbursed at the IRS rate.

## Within The District

1. Psychologists, etc. will receive same cents per mile upon submission of vouchers for approved necessary travel mileage.
2. Psychologists, etc., with split assignments (more than one building per day) will receive reimbursement for travel at the following rates on a pro-rated schedule:

| $2018-2019$ | $\$ 492.57$ |
| :--- | :--- |
| $2019-2020$ | $\$ 499.96$ |
| $2020-2021$ | $\$ 504.96$ |
| $2021-2022$ | $\$ 510.01$ |
| $2022-2023$ | $\$ 516.39$ |
| $2023-2024$ | $\$ 521.55$ |

3. Distances between schools will be established by Administration and used for payment purposes. Payment will be made in one lump sum in June.

## ARTICLE 39

## ASSOCIATION RIGHTS

A. The Board shall provide to the Association, upon request, any and all prepared information, statistics, and records relevant to negotiations or necessary for the proper administration or enforcement of this Agreement.
B. Teachers shall have the right to have their annual membership dues for the South Huntington Teachers' Association, NYSUT, AFT, or other affiliated organizations deducted from their paychecks.
C. The Association shall receive a tentative agenda of the School Board meeting at the same time it is received by Board members.
D. The Association, as the exclusive representative of the teachers, upon request, shall be given consideration for an early place on the agenda of all regular meetings of the School Board.
E. The Association shall be given an opportunity during building faculty meetings to present brief reports and announcements.
F. The Association shall be given a place on the agenda of the orientation program for new teachers.
G. The Association shall have the right to use school buildings, facilities and equipment, provided that such use shall not interfere with the regular school program.

Duly authorized representatives of the Association, NYSUT, AFT, or other affiliated organizations shall be permitted to transact official organization business on school property at reasonable times, provided that this shall not interfere with or interrupt normal school operations, and subject to the normal District procedures.
H. Faculty mailboxes in the respective schools of South Huntington and the interschool mail delivery system maintained by the School District are to be used for United States mail and distribution of materials which have the approval of the Board of Education or its administrative representatives. The Board agrees that the use of the faculty mailboxes in the respective schools of South Huntington and the interschool mail delivery shall be available to the Association without censorship. However, under no circumstances shall the mailboxes or the interschool mail system be used for commercial purposes or for Association

## Article 39

letters involving Association business to the members where such delivery crosses postal routes.

The Association agrees to provide the principal with a courtesy copy of any material to be distributed to the faculty. The Association further agrees that all material distributed by its representatives will have the Association's approval.
I. The South Huntington Teachers' Association shall be given each year: one (1) copy of all District policies and one (1) copy of all contracts negotiated between the Board of Education and any other employee group and updated whenever necessary.
J. The President of the Association shall be relieved of all non-teaching duties during his tenure of office and shall be scheduled for a $3 / 5$ 's teaching load.
K. It is within the discretionary authority of the Superintendent to release, with pay, the President of the Association or a representative designated by the President, to facilitate Association activities which will be of mutual advantage to the Administration and to the Association. This release time shall not exceed two (2) days per month, or the equivalent thereof, accrued during the school year; such accrual to be used with the agreement of the Superintendent's office. The cost of any substitute teachers employed under the provisions of this paragraph will be shared jointly by the South Huntington Teachers' Association and the District.
L. It is within the discretionary authority of the Superintendent to release, with pay, officers of the Association and/or delegates to take part in official conferences of the New York State United Teachers, AFT, or other affiliated organizations.
M. The President of the SHTA shall continue to receive notice of all resignations, hirings, and openings.

## ARTICLE 40

## TERMINAL LEAVE PAY

1. Teachers are eligible for a special Terminal Leave Pay upon retirement during the term of this contract, if they have completed a minimum of fifteen (15) years of service in the District and meet the following criteria:
a) Eligible for retirement under the provisions of the New York State Teachers Retirement System.
b) Have given notice to the District no later than February 1 of the year preceding retirement, or retirement between June 30 and September 1. The teacher's notice shall include an irrevocable letter of resignation.
2. Those eligible retiring unit members shall receive a one-time, non-elective, nondiscretionary, District contribution equal to the terminal leave payment calculated pursuant to Article 40(3).
a) The District contribution specified above shall be contributed to the provider selected by each eligible retiring unit member to receive District contributions. If the employee does not designate a 403(b) account which can receive a District non-elective contribution, the District shall deposit the contribution into a 403(b) account on behalf of the employee as required by law. Eligible unit members shall forthwith notify the District in writing of the total elective contribution, if any, made by them to any 403(b) accounts outside of that which they contribute as an employee of the District.
b) Notwithstanding the amount of the non-elective District contribution for each school year set forth above, the amount of the non-elective District contribution shall not exceed the applicable annual contribution limits permitted under relevant law, i.e. Section 415(c)(1) of the United States Code. In the event that the aggregate District non-elective contribution exceeds the applicable annual contribution limitation, the excess amount shall be paid directly to the eligible retiring unit member as compensation.
c) No employee may receive cash in lieu of or as an alternative to any District non-elective contribution(s).
d) All non-elective District contributions and excess compensation amounts shall be remitted by no later than thirty (30) days after the

Article 40
employee's retirement date, but no later than as otherwise required by applicable law.
e) The Association acknowledges that the District has made no representations to the Association or its members as to the position of the Internal Revenue Service regarding the tax-deferred status of these contributions or as to the position of the New York State Teachers' Retirement System (TRS) regarding whether these contributions will be included in the member's final average salary ("FAS").
3. The terminal leave payment shall be calculated as follows: the terminal leave payment will equal $25 \%$ of the employee's accumulated sick leave, as of the final date of employment, at the per diem rate of $1 / 200^{\text {th }}$ of their salary (base salary and longevity) in effect on the final date of employment; and shall be made in the form of a one-time, non-elective non-discretionary employer contribution.
4. Effective July 1, 2018, a terminal leave benefit in the amount set forth below shall be granted to unit members who meet the following conditions during the 20182019 school year. These modifications to terminal leave set forth in Article 40 of this Agreement shall apply during 2018-2019 only.

Applicants who resign for the purpose of retirement under the New York State Teachers Retirement System and who actually retire and who retire thereunder effective June 30, 2019 shall qualify as required by Section 1 above. Notice must be provided to the District in the form of a resignation for the purpose of retirement no later than February 1, 2019 as required by Section 1 above, to be effective June 30, 2019.

The terminal leave benefit for the 2018-2019 school year shall be calculated as follows: the terminal leave payment will equal $40 \%$ of the employee's accumulated sick leave, as of the final date of employment, at the per diem rate of $1 / 200^{\text {th }}$ of their salary (base salary and longevity) in effect on the final date of employment; and shall be made in the form of a one-time, non-elective nondiscretionary employer contribution.
5. Effective July 1, 2019, the terminal leave benefit shall be reduced to $33 \%$. In all other respects the terminal leave benefits shall remain unchanged.

Applicants who resign for the purpose of retirement under the New York State Teachers Retirement System and who actually retire and who retire thereunder effective June 30, 2020 shall qualify as required by Section 1 above. Notice must be provided to the District in the form of a resignation for the purpose of

## Article 40

retirement no later than February 1, 2020 as required by Section 1 above, to be effective June 30, 2020.

The terminal leave benefit for the 2019-2020 school year shall be calculated as follows: the terminal leave payment will equal $33 \%$ of the employee's accumulated sick leave, as of the final date of employment, at the per diem rate of $1 / 200^{\text {th }}$ of their salary (base salary and longevity) in effect on the final date of employment; and shall be made in the form of a one-time, non-elective nondiscretionary employer contribution.
6. Effective July 1, 2020, the terminal leave benefit shall be reduced to $25 \%$. In all other respects the terminal leave benefits shall remain unchanged.

Applicants who resign for the purpose of retirement under the New York State Teachers Retirement System and who actually retire and who retire thereunder effective June 30, 2021 shall qualify as required by Section 1 above. Notice must be provided to the District in the form of a resignation for the purpose of retirement no later than February 1, 2021 as required by Section 1 above, to be effective June 30, 2021.

The terminal leave benefit for the 2020-2021 school year shall be calculated as follows: the terminal leave payment will equal $25 \%$ of the employee's accumulated sick leave, as of the final date of employment, at the per diem rate of $1 / 200^{\text {th }}$ of their salary (base salary and longevity) in effect on the final date of employment; and shall be made in the form of a one-time, non-elective nondiscretionary employer contribution.
7. Beginning with the close of business on June 30, 2020, the Terminal Leave Pay benefit will thereafter be granted solely as is set forth in Article 40 sections 1 through 3 of this Agreement, also described in Section 6 above, providing a 25\% award in an amount equal to the employee's accumulated sick leave, as of the final date of employment, at the per diem rate of $1 / 200^{\text {th }}$ of their salary (base salary and longevity) in effect on the final date of employment.
8. Unit members who are eligible for regular service retirement during the period of July $1^{\text {st }}$ to August $31^{\text {st }}$ during the 2018-2019, 2019-2020, or 2020-2021 school years, who resign for the purpose of retirement coincident with the date of their eligibility to retire during said period, shall receive the terminal leave benefit in effect on the June $30^{\text {th }}$ immediately prior to the effective date of retirement, calculated based upon the unit member's salary in effect on June $30^{\text {th }}$.

## ARTICLE 41

## PAYROLL DEDUCTIONS

A. All full-time employees may purchase savings bonds through payroll deductions.

1. A minimum of one (1) bond per month may be purchased in the denomination listed below:
$\$ 50.00$ for one $\$ 100$ bond
2. Payment for the bond will be deducted from the teacher's paycheck on the first pay day of each month. The teacher would receive twelve (12) bonds per year. (Three in the month of June for ten-month teaching employees using the 26 paycheck system). Bonds will be forwarded to the individual by the bank.
3. Employees may opt to purchase bonds at any time during the school year but the authorization is binding for the fiscal year and may not be amended or rescinded.
B. Paychecks shall be issued based on the individual's selection for 22 or 26 equal checks (four [4] additional checks in June). Selection of either option must be made by August 1 and binding for the school year. Lack of such notice by August 1, the individual's paychecks shall be based on 26 payments. New hires after July 31 will follow the 26 paychecks option. Selection of the 22 paycheck option will require written notice of such option and received in the Payroll Department by July 31.
C. All unit members shall be paid using direct deposit of wages.
D. Dues shall be deducted in twenty (20) equal payments in accordance with Association stipulated amounts. The Association shall advise the Payroll Department of the specific amount to be deducted for each staff member.
E. Tax-sheltered annuity payments will be deducted in 20 or 24 payments and are forwarded to the designated carrier as billed to the District.
F. Monthly deductions will be made for repayment of loans made through the New York State Teachers Retirement System.
G. Employees may have VOTE/COPE deduction.

## Article 41

H. Employees may have NYSUT Benefit Trust deduction.
I. Every member of the negotiating unit who is not a member of the SHTA, shall pay to the Association an Agency Shop fee deduction. Such payments shall be paid in the same manner as the dues deductions. The District shall not be liable to see to the proper application of such funds by the SHTA. The Association agrees to save and hold harmless the District from all loss, expenses, damages, costs and attorneys' fees that may accrue as a result of the aforesaid agency fee provisions, by reason of any action or suits brought against the District by an employee in the unit aggrieved by the implementation of said agency fee provision. Furthermore, the SHTA and NYSUT will participate in all legal actions or proceedings brought which relate to the aforesaid agency fee provisions to the fullest extent possible.
J. The District's flexible benefit plan will continue in effect. Suggested modifications must be mutually agreed upon by Administration and the SHTA and will require Board approval.

## ARTICLE 42

## TAX-SHELTERED ANNUITIES

The Board of Education agrees to continue the purchase of annuities for employees who have previously authorized such reductions in contract salary in accordance with the provisions of Section 403B of the Internal Revenue Code of 1954, as amended.

In the event that a new employee already has a salary reduction agreement with an insurance carrier not previously authorized by the District, the Superintendent is authorized to take such actions as may be necessary to continue this agreement in effect.

Upon formal written request from the Association, the District will pursue through OMNI (or its then TSA administrator) a P3 (or equivalent if another TSA administrator other than OMNI is employed by the District) 403b provider. If any P3 provider offers a ROTH 403b, in addition to non-ROTH, all employees may avail themselves to such plan.

## ARTICLE 43

## LONG TERM DISABILITY INSURANCE

The Board of Education will provide, at no cost to the teacher, long term disability insurance coverage for full-time teachers only. Features of the plan will include 24 -hour coverage, 365 days/year; $60 \%$ of salary to a maximum benefit of $\$ 2,000 / \mathrm{month}$; payment to age 55; waiting period of 180 calendar days or sick leave, whichever is greater; benefits offset by social security and workers' compensation payments, but with social security "freeze" provision, etc.

Payment is based on a graded age schedule as follows:

| Age | Payment |
| :--- | :--- |
| 61 or under | Payment made to age 65 <br> Payment made to the date of the <br> 36th payment |
| $65-64$ | Payment made to the date of the <br> 24th payment |
| $68-67$ | Payment made to the date of the <br> 12th payment |

## ARTICLE 44

## GRIEVANCE PROCEDURE

## A. Declaration of Purpose

The establishment and maintenance of a harmonious and cooperative relationship between the Board of Education and its teachers is essential to the operation of the schools. It is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to alleged grievances of teachers through procedures under which they may present grievances free from coercion, interference, restraint, discrimination or reprisal, and by which the Board of Education and its teachers are afforded adequate opportunity to dispose of their differences without the necessity of time consuming and costly proceedings before administrative agencies and/or in the courts.

## B. Definitions

1. A Grievance is a claim by any teacher or group of teachers in the negotiating unit based upon any event or condition, affecting their welfare and/or terms and conditions of employment, including any alleged violations, misinterpretation, misapplication or inequitable application of law, rules, or regulations having the force of law, this Agreement, policies, rules, bylaws, regulations, directions, orders, work rules, procedures, practices or customs of the Board of Education and Administration.
2. The term Supervisor shall mean any department chairperson, principal, assistant principal, immediate supervisor, or other administrative or supervisory officer responsible for the area in which an alleged grievance arises except for the Chief Executive Officer.
3. The Chief Executive Officer is the Superintendent of Schools.
4. Association shall mean South Huntington Teachers' Association.
5. Aggrieved Party shall mean any person or the Association representing a group of persons in the negotiating unit filing a grievance.
6. Party in Interest shall mean the Professional Practices Committee of the Association and any party named in a grievance who is not the aggrieved party.
7. Professional Practices Committee (PPC) is the committee created and constituted by the South Huntington Teachers' Association.

## Article 44

8. Hearing Officer shall mean any individual or board charged with the duty of rendering decisions at any stage on grievances hereunder.
9. Superintendent's Committee on Contract (SCC) is the Committee appointed by the Superintendent to assist him in the interpretation of contract and in the adjudication of grievances at Stage 2 of the grievance procedures.

## C. Conditions

1. All grievances shall include the name and position of the aggrieved party, the identity of the provision of law, this Agreement, policies, etc., involved in the said grievance, the time, when and the place where 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 redress sought by the aggrieved party.
2. Except for informal decisions at Stage 1, all decisions shall be rendered in writing at each step of the grievance procedure, setting forth findings of fact, conclusions and supporting reasons therefore. Each decision shall be promptly transmitted to the teacher and the Association.
3. If a grievance affects a group of teachers and appears to be associated with system wide policies, it may be submitted by the Association directly at Stage 2 described below.
4. All reasonable effort will be made to avoid interruption of classroom activity and to avoid involvement of students in any phase of the grievance procedure.
5. The Board of Education and the Association agree to facilitate any investigation which may be required and to make available to the Association and the Board any and all material and relevant documents, communications and records concerning the alleged grievance of a teacher or the Association.
6. Except as otherwise provided in Section E, Procedures, Stage 1, an aggrieved party and any party in interest shall have the right at all stages of grievance to confront and cross examine 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.
7. No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by the Board or by any member of the Administration against the aggrieved party, any party in interest, any representative, any member of the grievance committee or any other participant in the grievance procedure or any other person by reason of such grievance or participation therein.
8. Forms for filing grievances, serving notices, taking appeals and making reports and recommendations and other necessary documents will be jointly developed by the Board and the Association. The Chief Executive Officer shall then have them printed and distributed so as to facilitate operation of the grievance procedure.
9. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
10. Nothing contained 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 without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement. 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.
11. If any provisions of this grievance procedure or any application thereof to any teacher or group of teachers in the negotiating unit shall be finally determined by any court to be 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 will continue in full force and effect.
12. The Chief Executive Officer shall be responsible for accumulating and maintaining an Official Grievance Record which shall consist of the written grievance, all exhibits, transcripts, communications, minutes and/or notes

## Article 44

of testimony, as the case may be, written arguments and briefs considered at all levels other than Stage 1 and all written decisions at all stages.

Official minutes will be kept at Board expense of all proceedings in Stages 2,3 , and 4. A copy of such minutes will be made available to the aggrieved party, and the PPC, within five (5) days after the conclusion of the hearings at Stages 2, 3, and 4, will advise the appropriate hearing officer of any errors in said minutes. Any such claim of error in the minutes shall become a part of the Official Grievance Record and the hearing officer shall indicate the determination made respecting such claimed error. The Official Grievance Record, shall be available for inspection and/or copying by the aggrieved party, the PPC and the Board, but shall not be deemed a public record.
13. The existence of the procedure hereby established shall not be deemed to require any teacher to pursue the remedies here provided and shall not, in any manner, impair or limit the right of any teacher to pursue any other remedies available in any other form.
14. In matters concerning the administration or interpretation of this Article, it is agreed that the chairperson of the PPC and the SCC will confer and attempt to reach a mutually acceptable position. In the event that this is not possible, the matter will be referred to the Chief Executive Officer for resolution.
15. Favorable decision on the part of the aggrieved will entitle said person to compensation for any salary losses incurred.
16. Authority of Arbitrator: Any arbitrator appointed pursuant to this contract shall be wholly without authority to consider, apply or interpret any provision of the District's APPR Plan, the summary APPR document attached hereto, Section 3012-d of the Education Law, or Subpart 30-3 of the Regulation of the Commissioner of Education, or a dispute arising thereunder or relating thereto, except in cases where the District has failed to follow certain procedural requirements, which consist of those items listed in Article 19(A) of this labor agreement, and those under the heading "Observation Procedures" in the summary APPR document annexed hereto. This section shall not apply to those unit members covered by Article 19(B).

## Article 44

## D. 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.
2. Any grievance will be deemed waived unless a written grievance is forwarded at the first available stage within sixty (60) school days after the teacher knew or should have known of the act or condition on which the grievance is based.
3. If a decision at one stage is not appealed to the next stage of the procedure within the time specified, the grievance will be deemed to be discontinued and further appeal under this Agreement shall be barred.
4. Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party, his representatives, and the Association within the specified time limit shall permit the lodging of an appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.

In the event a grievance is filed on or after June 1, upon request by, or on behalf of, the aggrieved party, the time limits set forth in Article 44 herein will then be reduced pro rata so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as possible.

## E. Procedures

## Stage 1 - With Immediate Supervisor

a) When an employee has a grievance, he/she should request an oral interview with his/her immediate supervisor. Should the grievance not be readily resolved, it should then be reduced to writing.
b) The immediate supervisor shall meet with the employee no later than five (5) school days after receipt of the grievance.
c) At this meeting the employee may have with him/her and may be represented by any person of his/her own choosing. The immediate supervisor may have with him/her and may be represented by any person of his/her own choosing.
d) The immediate supervisor is responsible for the settling of the grievance if the matter is within his/her authority as defined by State Education Law and expressed policy of the Board of Education. If the matter is outside his/her authority, the aggrieved employee shall be so notified by his/her immediate supervisor.
e) If the grievance has not been resolved orally at the second meeting the immediate supervisor shall notify the employee of his/her decision in writing as soon as possible.
f) The limit on time for rendering of a written decision shall not exceed five (5) school days.

## Stage 2 - Chief Executive Officer

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 written grievance and the supervisor's written reply to the Association's PPC for its consideration.
b) If the PPC determines that the teacher has a meritorious grievance, then it will file a written appeal of the decision at Stage 1 with the Chief Executive Officer 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. The chairperson of the PPC will file with the chairperson of the Superintendent's Committee on Contract a copy of the written appeal, together with a copy of the written decision at Stage 1. The SCC will be authorized by the Chief Executive Officer to consider the grievance at this point, for the purpose of advising the supervisor(s) involved, and, if deemed necessary by the members of the SCC, to appear in the interests of the supervisor(s) at any hearing on the grievance which may be called by the Chief Executive Officer or his/her representative.
c) Within five (5) school days after receipt of the appeal, the Chief Executive Officer, or his/her duly authorized representative, shall hold a hearing with the teacher and the PPC or its representative and all other parties in interest. The Chief Executive Officer may, at his/her discretion, appoint a three-member grievance board to hear an appeal at this stage. Membership on such a board shall include a classroom teacher and an administrator or supervisor from the South Huntington staff who are acceptable to both the PPC and the SCC. The third member shall be
mutually agreed upon by the President of the SHTA and the Chief Executive Officer. All three (3) board members shall be selected from a predetermined panel of ten (10) or more names of persons willing to be on call. This list shall be drawn up by the chairpersons of the PPC and the SCC. The majority vote of this board on any appeal brought before it will be forwarded to the Chief Executive Officer and shall be seriously considered in any decision which he shall render to the teacher, the PPC, the SCC, and the supervisor within five (5) school days after the conclusion of the hearing.

## Stage 3 - Advisory Arbitration

a) If the teacher and the PPC are not satisfied with the decision at Stage 2, and the executive board of the Association determines that the grievance is meritorious and that appealing it is in the best interests of the school system, the PPC may submit the grievance to advisory arbitration by written notice to the Chief Executive Officer within fifteen (15) school days of the decision at Stage 2.
b) If the parties are unable to agree upon an arbitrator, a request for a list of arbitrators will be made to the American Arbitration Association by either party. The parties will then be bound by the rules and procedures of the American Arbitration Association.
c) The selected arbitrator will hear the matter promptly and will issue his/her decision not later than fourteen (14) calendar days from the date of the close of the hearing, or, if oral hearings have been waived, then from the date the final statements and proofs are submitted to him/her. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issues. Such decisions shall be advisory only and shall not be binding upon either party.
d) The arbitrator shall have no power or authority to make any recommendation which suggests the commission of an act prohibited by law or which is violative of the terms of this Agreement.
e) The costs for the services of the arbitrator, including expenses, if any, will be borne equally by the Board of Education and the Association.

Article 44

## Stage 4 - Board of Education

a) If the recommendations of the arbitrator are not acceptable to either party, an appeal may be made in writing to the Board of Education within fifteen (15) days after receipt of the advisory arbitrator's decision.
b) Within ten (10) days after receipt of an appeal, the Board of Education shall hold a hearing on the grievance. The hearing shall be held in executive session. The official grievance record maintained by the Chief Executive Officer and the decision of the advisory arbitrator shall be available for the use of both parties.
c) Within five (5) school days after the conclusion of the hearing, the Board of Education shall render a decision, in writing, on the grievance. In reaching its determination, the Board will give careful consideration to the grievance record and recommendations of the arbitrator.

## ARTICLE 45

## BUILDING REPRESENTATION

The Board and the Association agree that the building representative(s) designated by the Association will act as liaison for the Association with the administration of each building. Monthly meetings will be held between the principal and the building representatives.

It is further agreed that said representative(s) may at any time request an appointment with the building principal to discuss problems pertaining to the Agreement.

It is further agreed that the Association's building representative(s) will be allowed a place on the agenda when necessary at their building faculty meetings to discuss problems relating to this Agreement.

It is further agreed that the Association's building representative(s) shall be the liaison between any Association committees at the building level and the building administration.

## ARTICLE 46

## REIMBURSEMENT FOR SERVICES

If a member of the professional staff of the South Huntington Union Free School District accepts a gratuity or consultant's fee for services performed other than for the District while he/she is on salary with the School District and performing such services during the regular school day, he/she may keep that portion of such gratuity or consultant's fee which is in excess of his/her per diem pay. He/she shall reimburse the District for his/her per diem pay in such a circumstance.

Any teacher receiving payment for travel, mileage, or any other non-income reimbursement from the South Huntington Union Free School District shall not have any deduction made from said payment.

## ARTICLE 47

## MINI-GRANTS

The Board and the Association recognize the need for curriculum changes and improvements in the educational programs of the School District. Therefore, to encourage approaches through new and innovative methods and materials, the Board of Education agrees to budget $\$ 10,000$ annually to be set aside for such mini-grants. Expenditure of such funds is not mandated and is subject to final approval by the Board of Education.

Procedures to request a curriculum mini-grant may be obtained from the Office of the Assistant Superintendent for Instruction.

## ARTICLE 48

## GENERAL CONDITIONS

The Board and the Association agree that all negotiable items have been discussed in good faith during the negotiations leading to this Agreement and, therefore, agree that negotiations will not be reopened on any item except as provided by terms of this Agreement during the life of this Agreement.

It is further agreed by the Board and the Association that existing non-conflicting policies, regulations and procedures currently in practice are acceptable to both parties.



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APPENDIXB

| ATHLETIC COACHES | 18/19 | 19/20 | 20/21 | 21/22 | 22/23 | 23/24 | Paymt Date |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| BADMINTON |  |  |  |  |  |  |  |
| Varsity (Girls/Boys) | 7,365 | 7.475 | 7.550 | 7,626 | 7.721 | 7.798 | A.J |
| BASEBALL |  |  |  |  |  |  |  |
| Yarsity (Boys) | 9,150 | 9.288 | 9,381 | 9,474 | 9,593 | 9.689 | A-J |
| Assi Varsity (Boys) | 7,257 | 7,300 | 7.439 | 7.514 | 7.607 | 7,584 | A-J |
| Jr. Varsity (Boys) | 7,257 | 7,366 | 7,439 | 7,514 | 7,607 | 7.684 | A-J |
| Th Grade (Bovs) | 5.529 | 5.612 | 5.668 | 5.725 | 5.797 | 5.855 | A-J |
| 7-8th Grade (Boys) (2) | 5,529 | 5.612 | 5,668 | 5.725 | 5.797 | 5.855 | A-J |
| gasketball |  |  |  |  |  |  |  |
| Varsity (Boys) | 9.867 | 10.015 | 10,116 | 10,217 | 10.344 | 10,448 | D.F |
| Asst Varsity (Boys) | 8.025 | 8,145 | 8,226 | 8,309 | 8.413 | 8.497 | D.F |
| Varsity (Gris) | 9,867 | 10,015 | 10.116 | 10,217 | 10,344 | 10.448 | D-F |
| Asst Varsity (Girls) | 8,025 | 8,145 | 8,220 | 8,309 | 8.413 | 8,497 | D-F |
| Jr. Varsity (Boys) | 8.025 | 8.145 | 8,226 | 8,309 | 8,413 | 8,497 | D-F |
| Jr. Vorsty (Girls) | 8.025 | 8.145 | 8,226 | 8,309 | 8.413 | 8.497 | D-F |
| 9th Grade (boys) | 5.761 | 5,848 | 5.906 | 5.965 | 6,040 | 6,100 | D.F |
| 7-8th Grade (Boys) (2) | 5.529 | 5.612 | 5.658 | 5.725 | 5.797 | 5.855 | D.F |
| 7-8th Grade (Sirls) (2) | 5,529 | 5.612 | 5.568 | 5.725 | 5,797 | 5.855 | F-A |
| 80WLING |  |  |  |  |  |  |  |
| Bowing V (B) | 7,365 | 7.475 | 7.550 | 7.626 | 7781 | 7.798 | D.F |
| CHEERLEADING |  |  |  |  |  |  |  |
| Versity | 8,342 | 8.467 | 8.552 | 8,637 | 8.745 | 8.833 | D-F |
| Ir Varsity | 6.358 | $6.45 \hat{\mathrm{E}}$ | 6.51 ¢ | 6.583 | 0.665 | 6,732 | D-F |
| 7-8th Grade | 4,156 | 4.218 | 4.260 | 4,303 | 4.357 | 4,400 | D.F |
| CROSS COUNTRY |  |  |  |  |  |  |  |
| Varsity/Jr Varsity (Boys) | 8.436 | 8.562 | 8,648 | 8.734 | 8.843 | 8,932 | O-0 |
| Varsity/Jr Varsity (Girls) | 8,436 | 8.562 | 8.648 | 8.734 | 8,843 | 8.932 | O-D |
| 7-9th Grade (80ys, Gr!s) | 5.529 | 5.612 | 5,668 | 5,725 | 2.797 | 5,855 | O-D |
| FENCING |  |  |  |  |  |  |  |
| Versity/Jr. Varsity (Boys) | 8,436 | 8,562 | 8,548 | 8.734 | 8,843 | 8.932 | D-F |
| Varsity/Jr. Varsity (Girls) | 8,436 | 8.562 | 8,648 | 8,734 | 8,843 | 8.932 | DFF |
| FIELD HOCKEY |  |  |  |  |  |  |  |
| Varsity (arls) | 8.719 | 8.849 | 8.933 | 9.027 | 9,140 | 9232 | 0.0 |
| Ass! Varsity (Grms) | $\square .953$ | 7,057 | 7,128 | 7.199 | 7.289 | 7,362 | $0 \cdot 0$ |
| Jr. Vorsity (Eiris) | 6.953 | 7.057 | 7.128 | 7.199 | 7,289 | 7,362 | 0.5 |
| 7-8th Grade (Gris) | 5.529 | 5.612 | 5,668 | 5.725 | 5.797 | 5.855 | 0.5 |

## APPENDIXB

| ATHLETIC COACHES | 18／19 | 19／20 | $20 / 21$ | 21／22 | 22／23 | 23／24 | Paymt Date |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| FOOTBALL |  |  |  |  |  |  |  |
| Varsity | 10.555 | 10，714 | 10，821 | 10，929 | 11，055 | 11.175 | $0-0$ |
| Asst Varsity（3） | 8.502 | 8.630 | 8，716 | 8,803 | 8.913 | 9.002 | 0.0 |
| Jr．Varsity | 8.502 | 8.630 | 8，716 | 8，803 | 8，913 | 9.002 | $0 \cdot \mathrm{D}$ |
| asst．Jr Vorsity | 6.350 | 6.453 | 6.518 | 6,583 | 6，665 | 6.732 | 0.0 |
| JV＂9＂ | 0，358 | 6.453 | 6.518 | 6，583 | 6.655 | 6.732 | O－D |
| Asst 9th Grace | 5，529 | 5.612 | 5.668 | 5.725 | 5，797 | 5.855 | O－D |
| $7-3$ th Grade（2） | 5，529 | 5，612 | 5.668 | 5,725 | 5,797 | 5,855 | OD |
| Asst 7－8in Grade（2） | $5.17 i$ | 5.249 | 5.302 | 5.355 | 5.421 | 5.476 | $\mathrm{O}-\mathrm{D}$ |
| GOLF |  |  |  |  |  |  |  |
| Versty／Jr．Varsity（2ays／Gris） | 7,365 | 7．475 | 7.550 | 7.626 | 7.721 | 7.798 | $0 \cdot 0$ |
| GYAMA 4 TICS |  |  |  |  |  |  |  |
|  | 8.518 | 3，045 | 5732 | 8.819 | 8.939 | 9.017 | 0.0 |
|  | 8513 | 8,646 | 2.735 | 8819 | 8.930 | 9.019 | $0 \cdot \mathrm{D}$ |
| As：vorsty（30，stents） | 6.953 | 7.057 | 7.128 | 7.199 | 7.289 | 7.362 | 0.0 |
| LACROSSE |  |  |  |  |  |  |  |
|  | 9150 | 9，288 | \％ $3:$ | 2474 | 9593 | 9.689 | A－J |
|  | 7257 | 7.356 | 743 | 7.514 | 7.507 | 7.584 | A－J |
|  | 9150 | 9.288 | 93 | 9.474 | 9.593 | 9689 | A－J |
| Asst yarera（entis | 7257 | ？ 366 | $7 \times 37$ | 7.514 | 7.007 | 7634 | A－T |
| Jr bus iy bers | 7257 | 7.366 | $73^{4}$ | 7.514 | 7.607 | 7.684 | A－I |
| Ir vorsto（6）－45） | ？ $2 ⿰ 习 习$ | 7.365 | 74.5 | 7.514 | 7.607 | 7634 | A－J |
| A5st If Vors－y 6－9ysi | 5527 | 5612 | 5.65 | 5725 | 5.797 | 5855 | A．J |
| Asjt，Ir varsumiturs） | 5，529 | 5.612 | 5.669 | 5.725 | 5.797 | 5.855 | A．${ }^{\text {a }}$ |
| 7－8tn 6race（30vi） | 5.529 | 5.612 | 5.568 | 5.725 | 5.797 | 5.555 | A－${ }^{\text {J }}$ |
| 7－3th 6rade（ $6 \times-15$ ） | 5.527 | 5，612 | 5.668 | 5725 | 5.797 | 5.853 | A－${ }^{\text {¢ }}$ |
| SOCCER |  |  |  |  |  |  |  |
| Vorsity（30ys） | 8.719 | 8.849 | 8，933 | 9.027 | 9140 | 9.232 | $0 \cdot \mathrm{O}$ |
| Vorsty（Smis） | 8.717 | 8.849 | 8.935 | 9027 | 9.140 | 9232 | $0-1$ |
| Asst Versity（Boys） | 6.953 | 7.057 | 7，128 | 7.199 | 7.289 | 7.362 | 0.0 |
| Asst Vorsity（Sirls） | 6.953 | 7.057 | 7128 | 7.199 | 7，289 | 7，352 | 0.0 |
| Ir Vorsity（Soys） | 6.953 | 7.057 | 7.123 | 7.198 | 7259 | 7，362 | 0.0 |
| If Varsity（Gfis） | 6953 | 7.057 | 7.128 | 7.199 | 7289 | 7，362 | 0.0 |
| TVBoyさ Ass＊ | 5.761 | 5.848 | 5906 | 5.955 | 6040 | 6.100 | 0.8 |
| IVGirls Asst． | 5.761 | 5.848 | 5,906 | 5.955 | 6.040 | 0.100 | 0.0 |
| 7．8th Grace（3oys） | 5.529 | 5，612 | 5，658 | 5.725 | 5，7＞7 | 5.855 | 0.5 |
| 7－8ih Ersce（6r｜s） | 5.529 | 5.612 | 5,668 | 5.725 | 5.797 | 5.855 | O－D |

## APPENDIX B

| ATHLETIC COACHES | $18 / 19$ | 19/20 | 20,21 | 21/22 | 22/23 | 23/24 | Paymt Dote |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| SOFTBALL |  |  |  |  |  |  |  |
| Varsty (Girls) | 9,150 | 9,288 | 9.381 | 9,474 | 9.593 | 9.689 | A-J |
| Asst Varsity (Girls) | 7.257 | 7.365 | 7.439 | 7,514 | 7.607 | 7,684 | A-J |
| Jr. Varsity (Girls) | 7.257 | 7,356 | 7.439 | 7.514 | 7.607 | 7.684 | A.J |
| 7-8th Grade (Girls) (2) | 5.529 | 5,512 | 5.653 | 5.725 | 5,797 | 5.855 | A-J |
| SWIMMENG |  |  |  |  |  |  |  |
| Vorsity | 3535 | 3588 | 3624 | 3660 | 3706 | 3743 | O-D |
| TENNIS |  |  |  |  |  |  |  |
| Varsity (Boys) | 7.365 | 7,475 | 7.550 | 7.625 | 7.721 | 7.798 | A-J |
| Varsity (Girls) | 7.365 | 7.475 | 7.550 | 7.626 | 7,721 | 7.798 | O-D |
| Jr. Voraity (Boys) | 6.358 | 0.453 | 6.518 | 6.583 | 6.655 | 6.732 | A.J |
| Ji Vorsity (Girls) | 6.358 | 6.453 | 6,518 | 6.583 | 6.665 | 6.732 | O-o |
| 7.Eth Grade (Boys) | 5.529 | 5.612 | 5.658 | 5.725 | 5,797 | 5,855 | A-J |
| 7-8th Grade (Girls) | 5.529 | 5.612 | 5.668 | 5.725 | 5.737 | 5,855 | $0-0$ |
| TRACK |  |  |  |  |  |  |  |
| Vars ry (Boys) | 9.150 | 9.283 | 9.381 | 9.474 | 9.593 | 9,689 | A-J |
| Versty (Giris) | 5.150 | 9.288 | 9,381 | 9.474 | 9.593 | 9.689 | A-J |
| Ass: jarsity (boys) | 7.257 | 7.356 | 7.439 | 7.514 | 7.607 | 7.684 | A-J |
| 4ss- Versity (Giris) | 7.257 | 7.366 | 7.439 | 7.514 | 7.607 | 3.684 | A-I |
| 7 -3th 6rade (30, 5 ) | 5.529 | 5.612 | 5.668 | 5.725 | 5.797 | 5.855 | A-J |
| 7-8th Grode (6irls) | 5.529 | 5.612 | 5.668 | 5.725 | 5.797 | 5.555 | A-J |
| Asst 7-3th Grade (Soys) | 4.934 | 5.008 | 5.058 | 5.109 | 5.173 | 5.224 | A-J |
| Ase: 7.3th Grade (Girls) | 4.934 | 5,008 | 5.038 | 5.109 | 5.173 | 5,224 | m-I |
| TRMCE - WINTER |  |  |  |  |  |  |  |
| Wincer is-sty (Boys) | 0.436 | 8,502 | 3345 | 734 | 8,843 | 8932 | D-F |
| Whiner ressity (Sirls) | 5.435 | 3.362 | 8.0.5 | 734 | 8.843 | 2932 | $\mathrm{O}-\mathrm{F}$ |
| Wayen Asst Versity (Esys) | 6.953 | 7.057 | - 183 | - 199 | 7,289 | 7362 | O-F |
| Where Asst Vorsity (Girls) | 6.553 | 7.057 | 7139 | 7.199 | 7.289 | 7.362 | O-F |
| VOLIEYSALL |  |  |  |  |  |  |  |
| varsity (80ys) | 8.719 | 8,849 | 8.933 | 9.027 | 9.140 | 9,232 | $0-8$ |
| vorsty (Gir's) | 8.719 | 8.849 | 8.938 | 9.027 | 9,140 | 9,232 | O-D |
| Jr varsity (80ys) | 0.953 | 7,057 | 7.128 | 7.199 | 7.289 | 7,362 | $0-0$ |
| Ir Varsity (Girls) | 0.953 | 7.057. | 7.128 | 7.199 | 7.289 | 7,302 | $\mathrm{O}-\mathrm{D}$ |
| 7-3th Grade (Boys) (2) | 5.529 | 5.612 | 5.668 | 5.725 | 5,797 | 5.855 | F-A |
| 7.Sth Grade (Gırls) (2) | 5.525 | 5.612 | 5.668 | 5.725 | 5.797 | 5.855 | $D-F$ |
| WRESTLING |  |  |  |  |  |  |  |
| Varsity (Boys) | 9,867 | 10.015 | 10,115 | 10.217 | 10,344 | 10.448 | D-F |
| Asst Varsity (3oys) | 8,025 | 8,145 | 8.226 | 8,309 | 8.413 | 8,497 | D-F |
| Jo Varsity (80ys) | 8.025 | 8.145 | 8.226 | 8.309 | 8.413 | 8.497 | U-F |
| Jr varsity "2" Says | 8.025 | 8.145 | 8,226 | 8.309 | 8,413 | 8,497 | O-F |
| $7-8 \mathrm{th}$ Srode (Boys) | 5.529 | 5.612 | 5.668 | 5.725 | 5.797 | 5,855 | $F-A$ |
| Asst. 7-8th Grode (80ys) | 4,934 | 5.008 | 5,053 | 5.109 | 5.173 | 5.224 | F.A |
| COLGATE GAMES COORDINATOR | 1,532 | 1.555 | 1.570 | 1,586 | 1.600 | 1.622 | M |



| APPENDIXC |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| ATHLETIC PROCTORS, SCORERS ANO TIMEKEEPERS 2018-2024 |  |  |  |  |  |  |  |
| ACTIVITY | 18-19 | 19.20 | 20-21 | 21-22 | 22-23 | 23-24 | Paymt Date |
|  | 15\% | 1.5\% | 1\% | $1 \%$ | 1.25\% | $1 \%$ |  |
| Volleyball |  |  |  |  |  |  |  |
| Proctor | 78.56 | 79.74 | 8054 | 8134 | 8236 | 83.18 | J |
| Practor (2 metches) | 98.95 | 10043 | 101.44 | 102.45 | 103.73 | 104.77 | J |
| Scorer | 9063 | 91.99 | 92.91 | 93.84 | 95.01 | 95.95 | J |
| Scorer (2 matches) | 119.14 | 120.93 | 122.14 | 123.35 | 12490 | 126.15 | J |
| Libero Tracker | 78.56 | 7974 | 80.54 | 8134 | 8236 | 8318 | J |
| Libera Tracker (2 natches) | 9895 | 10043 | 101.44 | 10245 | 10373 | 10477 | J |
| Middle School \& JV 9 Sports |  |  |  |  |  |  |  |
| Proctor | 78.55 | 79.74 | 80.54 | 8134 | 8235 | 83.18 | $Y \mathrm{P}$ |
| scorer | 87.00 | 88.31 | 89.19 | 9008 | 91.21 | 9212 | YR |
| Timer | 8700 | 9831 | 89.19 | 9008 | 91.21 | 92.12 | $y \mathrm{R}$ |
| Libero Trocker | 7350 | 7974 | 80.54 | 8134 | 82.36 | 8313 | yf |
| Middle School High PM Activities |  |  |  |  |  |  |  |
| Proctor | 69.09 | 70.13 | 70.83 | 7154 | 72.43 | 73.15 | I |
| Study Hall (After School) |  |  |  |  |  |  |  |
| proster | 55.88 | 5672 | 57.29 | 57.86 | 5856 | 5917 | J |
| Procter Supervisor for Varsiry/Jy |  |  |  |  |  |  |  |
| Foatball a Basketacll Games | 85314 | 86594 | 874.60 | 883.34 | 89438 | 903.33 | 4, |
| Intermedate |  |  |  |  |  |  |  |
| PER SUPERVISOR |  |  |  |  |  |  |  |
| Tota. $25 \cdot 02 \mathrm{thour} 5$ sestons) | 1317.42 | 1337.18 | 1350.53 | 18309 | 138111 | 139492 | I |
| Soysto is ficgrans |  |  |  |  |  |  |  |
| Mdeta school |  |  |  |  |  |  |  |
| Totc! 60 - One Hour Sessions) |  |  |  |  |  |  |  |
| Qoys'Gris Programs Grades 6-8 | 4922 | 4990 | 50.46 | 5096 | 5160 | 52.12 | PS |
| Eenior Hign |  |  |  |  |  |  |  |
| (Total 120-Ore Hour sessions) |  |  |  |  |  |  |  |
| 3oys'Guts programs Grades 9-12 | 4922 | 49.96 | 5046 | 5096 | 5160 | 5147 | PQ |

## APPENDIXC



## APPENDIXC



## APPENDIXC

| POSITION-2019/20.1.5\% | WW | $5 T$ | STLAS | ELEM. | PAYMENT DATE |
| :---: | :---: | :---: | :---: | :---: | :---: |
| Ady ser Gess grin Grade | 341 e |  |  |  | . |
| Advisor, Cass 10th Grad? | 3410 |  |  |  | J |
| Advior, Coss lith Srade | 4372 |  |  |  | J |
| Aduser Class l2tingode | 8519 |  |  |  | J |
| Africar Heritge | 2350 |  |  |  | J |
| Amateir Redio Club | 2587 |  |  |  | YR |
| Art Cho |  | 2315 |  |  | 72 |
| aurd jazz [zestussen | 3255 | 2371 | 2299 |  | YR |
| Bard Harcherg Ass? Dir Percussen | 4220 |  |  |  | D |
| 3sruj Marchirg Asst Dir | 7092 | 1659 |  |  | Ye |
| Surd, Mavehry Director | 9748 | 2:97 |  |  | ym |
| pars stase | 3100 | 2050 | 2050 |  | Y2 |
| abtecte | 1935 |  |  |  | 78 |
| Soch Cho | 1526 |  |  |  | YR |
| Subuers Cut |  | 2198 |  |  | ye |
| Cameramor 'jarsity frotbal Ensizerball | 3921 |  |  |  | $\cdots$ |
| Oramez Orarizsion |  | 2504 |  |  | YR |
| lchapuaes | 1:4:3 | 5557 |  | 5162 | P2 |
|  | (42:29050) |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  | 2153 |  |  |  | 0 |
| Chaterore Mes: | 1974 | 993 |  |  | P3 |
| Churate whemar | 2711 |  |  |  | Y2 |
| Cmputer cion |  | 2511 | 2045 |  | Ye |
| SESA | 55.3 |  |  |  | $!$ |
| Deterton Montor (tat feozot |  | 3020 | 2555 |  | 72 |
| Dramacob |  |  |  | 1203 | Ye |
|  | 38.6 | 5814 |  |  | Yo |
| Dr Trs-ruer | 3099 |  |  |  | 0 |
|  | 156: |  |  |  | 0 |
| Ersambes Snamser シimas Womer Shor 205439150 | 373? |  |  |  | Y2 |
| Envarmenticte | 2354 | 1135 |  |  | J |
| -q-astrancab | 277 |  |  |  | YR |
| Fiog Squdtcra - and | 7156 | 2090 |  |  | Y2 |
| Sov-jramgt A mere | 2137 |  |  |  | YR |
|  | 7848 |  |  |  | Ye |
| Sr's Dril Squat kinkre \& Donce Team (7de 6r) |  | 1535 |  |  | YR |
| Sris or ( Squad (xaklae) Jy | 4300 |  |  |  | $y \mathrm{R}$ |
| Gris Leavers Oramzar ar. | 4727 |  |  |  | J |
| GO Sponsor | 2684 | 4115 | 2675 |  | YR |
| 60 Treasurer | 6.59 | 2603 |  |  | YR |
| Suard Tech Oril Instmuctor | 4307 |  |  |  | 0 |
| Habitat for Humanity | 3280 |  |  |  |  |
| HTV AIDS Awcreness | 5604 | 5326 |  |  | $y R$ |
|  |  |  |  |  |  |
| Home Economics |  | 2493 |  |  | YR |
| Irteract Club | 3492 |  |  |  | yR |
| Intermational Clue | 1714 |  |  |  | yR |

## APPENDIXC

| POSITION-2019.20: $1.5 \%$ | WW' | $5 T$ | SILAS | ELEM | PAYMENT DATE |
| :---: | :---: | :---: | :---: | :---: | :---: |
| Xey Club | 3753 |  |  |  | YR |
| Knittirg Ciub |  |  |  | 1205 | yR |
| Lamplighters | 5635 |  |  |  | YR |
| Latin American Heritage | 2241 |  |  |  | VR |
| Literary Mlagazine | 3081 |  |  |  | YR |
| Martial Arts |  |  |  | 1307 | YR |
| Mathletes: 10-12 Grade | 3796 |  |  |  | $Y \mathrm{R}$ |
| Mathletes, 7th \& 8th Grode |  | 3161 |  |  | $y 8$ |
| Mathletes, 9th Grade | 3796 |  |  |  | $y \mathrm{l}$ |
| Model UN |  |  |  |  |  |
| Multeutioral Club |  | 1982 |  |  | VR |
| Music Tech/Irstructor. Band Camp | 1561 |  |  |  | D |
| Musi Theatre, Business Mor. - Musical | 2215 |  |  |  | J |
| Musie Theatre, Chareographer | 3733 | 1965 |  |  | J |
| Musk Theotre, Costmer - \% people | 3006 |  |  |  | J |
| Music Theatre Asst. Direcior |  | 2217 |  |  | T |
| Music Theatre, Lightirg | 3578 | 1839 |  |  | J |
| Music Theatre, 5 foging | 2525 | 1952 |  |  | J |
| Music Theatre Vocal Prep | 2523 | 1887 |  |  | J |
| Wuscal Theutre, Orch Prep | 3635 | $28: 8$ |  |  | $\pm$ |
| Nationai Art Honor Sociery | 462 i |  |  |  | Yo |
| Nationat Honow Society | 3507 | 2332 |  |  | yo |
| Notural Hejpers (oersersant | 3303 |  |  |  | MR |
| Newspaper | 4926 | 3764 |  |  | y* |
| Newsroom | 3207 |  |  |  | Y2 |
| Peer Meslator |  | 2697 | 2419 |  | ye. |
| Parcusstor Drill Instructor | 3593 |  |  |  | 9 |
| Photography Ciub | 3228 |  |  |  | \% |
| Pre-med Club | 1993 |  |  |  | ys |
| Pubic Adhess/Footbolls Basketboli | 120 |  |  |  | 0 |
| Robotics | 9735 | 3534 |  |  | Y2 |
| SADO ADVisor | 4250 | 3387 |  |  | Y8 |
| Schow Stome | 5227 | 2470 | 2472 |  | 42 |
| Science Cuo |  | 1347 |  |  | yR |
| Science Ciympiad | 2333 | 1540 |  |  | yo |
| Scout, Vorsity Busketball, Boys | 1478 |  |  |  | M |
| Sout Varsity Boskerball. Girls | 1478 |  |  |  | M |
| Scout Versity Fcotball | 1228 |  |  |  | 0 |
| Scrobole (per person) |  |  |  | 1307 | yR |
| Stage Scenery $\ddagger$ of prodictions | 3764 | 3035 |  |  | YR |
| Step Team | 4219 |  |  |  | Ye |
| Stimsor Singers |  | 2,826 |  |  | yR |
| Student Council Advisor |  |  |  | 20,701 | YR |
|  |  |  |  |  |  |
| Theatre Honor Society | 4304 |  |  |  | YR |
| Tri-M Music Honor Sociery Advisor | 3446 |  |  |  | YR |
| $V$ Video Yearbook | 5704 |  |  |  | $y \mathrm{y}$ |
| Worid Lorguage Honor Society | 3007 |  |  |  | YR |
| Yok and Snack |  |  |  |  | YR |
| Yzarbook | 9064 |  |  |  | YR |
| Vearbook Marager | 2371 |  |  |  | ye |
| Yorkers Club |  | 2445 |  |  | YR |
| PAGE 2 |  |  |  |  |  |

## APPENDIXC

| POSITION-2020:21: $1 \%$ | WN | $5 T$ | SIIAS | ELEM | PAYMENT DATE |
| :---: | :---: | :---: | :---: | :---: | :---: |
| Adnsor. Closs 5in Grade | 3452 |  |  |  | $\checkmark$ |
| Adusar Class loth Grase | 3452 |  |  |  | I |
| Advisom, Class lith Grade | 4415 |  |  |  | J |
| Adviser, Ciass lenn Srade | 8804 |  |  |  | J |
| Atrican Herituge | 2373 |  |  |  | T |
| Amateur Radio Cub | 2615 |  |  |  | YR |
| Arp Cbi |  | 233.3 |  |  | YR |
| Burd. Sozz (2estrmish) | 3297 | 2394 | 2322 |  | YR |
| Bond Morchry Asst der Perobsion | 4672 |  |  |  | 0 |
| Bora Worch-g Asst Cr | 7769 | 1335 |  |  | yR |
| Sorut Murctirg. Smeeter | 9845 | 2293 |  |  | YR |
| Pardstoge | 3131 | 2071 | 2071 |  | YR |
| Sthe ciue | 1080 |  |  |  | YR |
| 30\% 0 \% | 184: |  |  |  | yp |
| 2u Ders Cut |  | 2220 |  |  | YR |
|  | 3900 |  |  |  | M |
| Onamer Crenesvo |  | 2.30 |  |  | YR |
| Griperves | 11527 | 6225 | $42: 30350$ |  |  |
| \$92 91/funtur z-4 hrs |  |  |  |  |  |
| 314343'irctar All day. Wen School Dar |  |  |  |  |  |
|  |  |  |  |  |  |
|  | 2190 |  |  |  | 0 |
| Oncerter his: | 1994 | 1058 |  |  | PS |
|  | 2732 |  |  |  | YR |
| cmerew |  | 2536 | $\therefore 3$ |  | YR |
| CEA | 0575 |  |  |  | 5 |
|  |  | 3053 | z32 |  | ye |
| Drome Cle |  |  |  | $12: 7$ | ys |
|  | 188 | 527 |  |  | yR |
|  | 3735 |  |  |  | 0 |
|  | $133^{7}$ |  |  |  | D |
|  | 3220 |  |  |  | YR |
| Erwrumenescout | 2377 | :145 |  |  | J |
| Equestrancub | 299 |  |  |  | YR |
| Ftog Spued Cobrever | 7232 | $2: 14$ |  |  | ye |
| gaverraght Atcnce | 2150 |  |  |  | YR |
|  | 7927 |  |  |  | Ye |
|  |  | 1571 |  |  | YR |
| ars orill squed (xatire! Jy | 50:3 |  |  |  | YR |
| Grats Leaders Crgmantion | 4734 |  |  |  | J |
| 60 sponser | 5751 | 4152 | 2702 |  | VR |
| GO Treasurer | 5220 | 2529 |  |  | YR |
| Guch Teen Orill Instructor | 4350 |  |  |  | 0 |
| Hobitat for Humarity | $33: 3$ |  |  |  | vR |
| HI/ AIOS Ancreress | 5650 | 5377 |  |  | Y8 |
| (2 or Wh $\$ 500000 \mathrm{ex} 0$ |  |  |  |  |  |
| Home Economics |  | 2515 |  |  | ye |
| Interct Club | 3527 |  |  |  | ye |
| Irternatiorcicine | 173! |  |  |  | yR |

## APPENDIXC

| POSITION-2020/21: $1 \%$ | WW | ST | SILAS | ELEM | PAYMENT DATE |
| :---: | :---: | :---: | :---: | :---: | :---: |
| Key Club | 3735 |  |  |  | VR |
| Knittirg Club |  |  |  | 1217 | VR |
| -amplighters | 8592 |  |  |  | YR |
| Latin American Heritage | 2263 |  |  |  | $Y R$ |
| Literary Magazine | 3112 |  |  |  | $Y R$ |
| IMortial Arts |  |  |  | 1320 | YR |
| Mathletes, 10-12 Grade | 3834 |  |  |  | ye |
| Mathletes, 7 th \& 8th Grade |  | 3192 |  |  | YR |
| Mathletes, 9th Grade | 3834 |  |  |  | YR |
| Model Un |  |  |  |  |  |
| Multicu!tural Club |  | 2002 |  |  | 78 |
| Music Tech/Instructor, Bond Comp | 1877 |  |  |  | D |
| Meste Theatre, Business Migr - Musical | 2237 |  |  |  | J |
| Must Theatre, Choreographer | 3770 | 1935 |  |  | J |
| Wusic Theatre, Costumer - \#r people | 3097 |  |  |  | J |
| Music Theatre, Asst, Director |  | 2230 |  |  | $J$ |
| Must Theatre Lighting | 3614 | 1858 |  |  | J |
| Music Theotre Stoging | 2550 | 1371 |  |  | J |
| Musiz Theotre, Vocal Prep | 2548 | 1906 |  |  | I |
| 4. sica! Theotre, Orch Prep | $307 ?$ | 2040 |  |  | J |
| Mations. Ant Honor Soclety | 4687 |  |  |  | YR |
| Natore' Haner Society | 3643 | 235 |  |  | $y \mathrm{R}$ |
| Woturatepars (ber person) | 3330 |  |  |  | Y |
| Nenspager | 4975 | 3827 |  |  | yR |
| Amusman | 3239 |  |  |  | YR |
| Peer hadrto |  | 278 | 2443 |  | YR |
| Parcista a Instructor | 3727 |  |  |  | 0 |
|  | 3200 |  |  |  | YR |
| Previelt cob | 2013 |  |  |  | $Y \mathrm{R}$ |
|  | 11.31 |  |  |  | D |
| Robet.as | 9832 | 3, 25 |  |  | YR |
| SADD Anvior | 4298 | 3423 |  |  | YR |
| School Store | 5683 | 2493 | 2450 |  | YR |
| Surace Cin |  | !30 |  |  | YR |
| Scerce Ormplod | 2563 | 1555 |  |  | YR |
| 5cout. Vamsity Basketboll. Boys | 1493 |  |  |  | M |
| Scouf, Varsity Basketball, Giris | 1493 |  |  |  | M |
| Scout, Varsity Footbail | 1240 |  |  |  | 0 |
| 3crobbe (per person) |  |  |  | 1320 | YR |
| Stage Scenery ti of productions | 3802 | 3065 |  |  | YR |
| Siep Tem | 420! |  |  |  | YR |
| Stmson Singers |  | 2854 |  |  | YR |
| Studerit Council Advisor |  |  |  | 20.908 | YR |
| (8 a $5+2.613 .50$ ench |  |  |  |  |  |
| Theatre Honar Society | 4347 |  |  |  | YR |
| Tri-M Music Honor Soclety Advisar | 3431 |  |  |  | VR |
| Vitec Yearook | 5761 |  |  |  | VR |
| World Language Honor Sociery | 3643 |  |  |  | YR |
| Yak and 5ncck |  |  |  |  | YR |
| Yearbook | 915.5 |  |  |  | YR |
| Yearbook Manager | 3900 |  |  |  | yR |
| Yorkers Club |  | 2470 |  |  | YR |
| PAEE 2 |  |  |  |  |  |

## APPENDIXC

| POSITION-2021/22: 1\% | WW | ST | SIIAS | ELEM | PAYMENT DATE |
| :---: | :---: | :---: | :---: | :---: | :---: |
| Adnser. Cass 9th Grade | 3487 |  |  |  | J |
| Advisar Cass ioth Grade | 3487 |  |  |  | J |
| Advisur Coss llih Grate | 4460 |  |  |  | J |
| Ajsiscr, Ciess 12th Grade | 8590 |  |  |  | J |
| Airicor theritoge | 2397 |  |  |  | J |
| Amateur 20dectub | 2641 |  |  |  | 42 |
| Art ciue |  | 2351 |  |  | Y\% |
| Soru. Juzz (2@strman) | 3330 | 2418 | 2346 |  | YR |
| Qurd. Marcherg Assi Dir Percuss an | 4719 |  |  |  | D |
| Jors. Morchire Ass+ Der | 7845 | 1701 |  |  | YR |
| Banc Marchirg Smeitar | 9845 | 2209 |  |  | YR |
| 3ers Stag: | 3.52 | 2091 | 209: |  | ys |
| 3bectib | 2000 |  |  |  | 7 P |
| $300^{\circ} \mathrm{Cu}$ | 1550 |  |  |  | YR |
| Subers Clijb |  | 2243 |  |  | $y 2$ |
|  | 4000 |  |  |  | M |
| Or:noe. Orchestra |  | 2057 |  |  | YR |
| Enaperous | 165 | $563:$ |  | 5200 | P8 |
|  |  |  |  | 2:3: 50 |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  | $22: 2$ |  |  |  | D |
| -nameres Huse | 20:4 | 103 |  |  | 99 |
| horde whiture | 2785 |  |  |  | YR |
| -mputer dico |  | 2503 | 2330 |  | YR |
| Desa | Stat |  |  |  | J |
|  |  | 3397 | 2007 |  | Yx |
| 3mamad |  |  |  | 1233 | ye |
|  | 78 |  |  |  | YR |
| 3n- Instunsor | ミ:93 |  |  |  | 0 |
| 3etIrstuctor Eurdem= | 1592 |  |  |  | 3 |
|  | 3508 |  |  |  | ye |
| Grummental Lue | $2+1$ | 1158 |  |  | J |
| Eiuestrar | $2 こ 21$ |  |  |  | YR |
| Fwa Sud (6obr Gucs) | 730 |  |  |  | 12 |
| Pa, -5togera Almare | 2130 |  |  |  | YR |
| Orts Drall Squakex re S Jace Team varsty | $\pm 060$ |  |  |  | $Y R$ |
|  |  | 1580 |  |  | YR |
|  | 5000 |  |  |  | YR |
| Entz Legders Srganzzigr | 4332 |  |  |  | I |
| go sporsor | 63.3 | 4193 | 2729 |  | ve |
| 60 ireasurer | 6282 | 2050 |  |  | YR |
| Guch Tech Orh Instructor | 4393 |  |  |  | 0 |
| Hadrat for Humarty | 3345 |  |  |  | YR |
| HIVATOS Awareness | 5716 | 5433 |  |  | $y R$ |
|  |  |  |  |  |  |
| Hone Economics |  | 2543 |  |  | ye |
| Inieract Club | 3562 |  |  |  | 18 |
| Inferntiona: Coub | 1749 |  |  |  | ye |

## APPENDIXC

| POSITION-2021/22: $1 \%$ | WN | $5 T$ | SILAS | ELEA | PAYMENT DATE |
| :---: | :---: | :---: | :---: | :---: | :---: |
| Key Club | 3772 |  |  |  | YR |
| Kmiting Club |  |  |  | 1229 | VR |
| Lamplighters | 5749 |  |  |  | $\gamma \mathrm{R}$ |
| -atin American Heritage | 2286 |  |  |  | YR |
| Literary Maguzine | 3143 |  |  |  | yR |
| Martial Arts |  |  |  | 1334 | YR |
| Mathletes, 10-12 Grace | 3873 |  |  |  | YR |
| Mathletes, 7 th \& 8th Grade |  | 3224 |  |  | yR |
| Mainletes, 9th Grode | 3872 |  |  |  | YR |
| Model UN |  |  |  |  |  |
| Nutioultural club |  | 2022 |  |  | VR |
| Wusic Tech/Instructor. Eand Camp | 1592 |  |  |  | 0 |
| Music Theutre, Busmess Mgr. - Musical | 2260 |  |  |  | $\pm$ |
| Mssic Theatre Choreogrcpher | 3808 |  |  |  | $\pm$ |
| Music Theotre Costiner - of people | 5128 |  |  |  | \% |
| Music Theatre. Asst Director |  | 2201 |  |  | J |
| Music Theotre Lightrag | 3650 | 1875 |  |  | J |
| Husic Theatre. Stagre | 2570 | 1991 |  |  | t |
| Music Theatre Vocalprep | 2574 | 1925 |  |  | I |
| Muscal Thearre, Orch Prep | 3709 | 2874 |  |  | * |
| Na;ond Art Hionor Society | 3879 |  |  |  | YR |
| Nat onal Honor Soctery | 3543 | 2373 |  |  | YR |
| Natural Helpers (per persor) | 3359 |  |  |  | vR |
| Newspoper | 5025 | 3360 |  |  | ye |
| Newsroom | 3272 |  |  |  | YR |
| Peer Mediator |  | 2751 | 2467 |  | Ye |
| Percussion Orit Irstrerar | 3767 |  |  |  | D |
| Protography Cub | 3293 |  |  |  | ye |
| Pre-med Clido | 2034 |  |  |  | ye |
| Publc Addressfootoa" seasketba"! | 1142 |  |  |  | 0 |
| Robotics | 9030 | 3050 |  |  | Ye |
| SADO Adviscr | 4341 | 3453 |  |  | ye |
| School Store | 5740 | 2520 | 256 |  | vp |
| Science Cijb |  | 1834 |  |  | YR |
| Sceree Olympiod | 2589 | 137 |  |  | YR |
| Scout, Varsity Saskeivall, Boys | 1508 |  |  |  | M |
| Scout Varsity Basketoali, Girls | 1500 |  |  |  | M |
| Scout, Varsity Fcotball | 1253 |  |  |  | D |
| Scrabble (perperson) |  |  |  | 534 | ye |
| Stage Scenery \# of productions | 3840 |  |  |  | YR |
| Step Team | 4304 |  |  |  | YR |
| Stmon Singers |  | 2,633 |  |  | YR |
| Student Council Advisor |  |  |  | 21.117 | YR |
| \{3 a 52.63963 ech ) |  |  |  |  |  |
| Theatre Honor Society | 4395 |  |  |  | Ye |
| Trime Music Honor Society Advisor | $35: 5$ |  |  |  | yR |
| Video Yearbook | 58.9 |  |  |  | yk |
| Worid Lanquage Honor Society | 3579 |  |  |  | Y0 |
| Yok and 5rack |  |  |  |  | VR |
| Yecrbock | 9240 |  |  |  | ye |
| Yearbook Marager" | 2929 |  |  |  | YR |
| Yorkers Club |  | 2494 |  |  | YR |
| PAGE 2 |  |  |  |  |  |

## APPENDIXC

| POSITION - 2022/23: $1.25 \%$ | WW | ST | SILAS | ELEM | PAVMENT DATE |
| :---: | :---: | :---: | :---: | :---: | :---: |
| Advisor. Cless ctin Grotz | 3531 |  |  |  | J |
| Advisor, Clcss torh Grade | 3531 |  |  |  | J |
| Adwsor, Class lith orcde | 4516 |  |  |  | J |
| Adusor. Cless L2th Erade | 3799 |  |  |  | J |
| Afrtar Heritues | 2427 |  |  |  | J |
| Anteur Rade Club | 2574 |  |  |  | $y R$ |
| Ant Eub |  | 239: |  |  | YR |
| 3urd Jozz (2estmaj) | 3372 | 2442 | 2375 |  | YR |
| Ford Morchmy As E-F2rcusson | 4778 |  |  |  | 0 |
| 3ond. Marchng Asst Pr | 7944 | 1723 |  |  | YR |
| Sund Marchiry C eserer | 9965 | 2237 |  |  | yR |
| 3cnis 519 gr | 3202 | 2117 | 210 |  | YR |
| Sode 0 | 2031 |  |  |  | YR |
| 300k Cho | 1575 |  |  |  | YR |
| 3utide-s cto |  | 2274 |  |  | YR |
| Someramer Varsty botue 3nsterto | 4050 |  |  |  | M |
| Gromeer Grabs, |  | 2600 |  |  | YR |
| Oraperors | 11793 | 875 |  | 5332 | PB |
|  |  |  |  | Q:33500) |  |
|  <br>  |  |  |  |  |  |
|  | 3240 |  |  |  | 0 |
| Chaperere Mas: | 2330 | 1.331 |  |  | PS |
| Chorete whatry | 2200 |  |  |  | ve |
| Onoutercto |  | 2594 | 212 |  | $y 2$ |
| DECA | 8237 |  |  |  | 5 |
|  |  | 3745 | 20.4 |  | V8 |
| aramia 0 |  |  |  | $12+5$ | \%2 |
|  | 305 |  |  |  | v2 |
|  | 3320 |  |  |  | 0 |
|  | 16:2 |  |  |  | 0 |
|  | $3 \times 3$ |  |  |  | vic |
| Eruramental Cht | 24: | 1172 |  |  | $\pm$ |
| Exestmer che | 2243 |  |  |  | Y\% |
|  | 7402 |  |  |  | v2 |
| Gr-5tmagint Alturse | $23^{7}$ |  |  |  | Y 2 |
|  | 360 |  |  |  | ye |
|  |  | 2006 |  |  | YR |
| Sris Ora Squed (kiselire) Jiv | 5130 |  |  |  | 42 |
| Eris Leaders Orjorizaron | 4893 |  |  |  | J |
| 60 Sporsor | 2904 | 4240 | 2703 |  | Y/ |
| 60 Traasuer | 535! | 2697 |  |  | YR |
| Suera Tech Orli Instrucior | 4448 |  |  |  | 0 |
| hobits for Humanty | 3383 |  |  |  | ye |
| HIV AIDS Awcreress | 5708 | 5502 |  |  | yR |
| (2atwat 55783exh |  |  |  |  |  |
| dome Ecoroms |  | 2575 |  |  | yR |
| Interact Club | 3600 |  |  |  | Y2 |
| International She | 1771 |  |  |  | ye |

## APPENDIXC

| POSITION-2022/23: $1.25 \%$ | WW | ST | SILAS | ELEM | PAYMENT DATE |
| :---: | :---: | :---: | :---: | :---: | :---: |
| Key Club | 3819 |  |  |  | YR |
| Knitting club |  |  |  | 1244 | yR |
| Lomplighters | 5820 |  |  |  | YR |
| Latin American Heribage | 2314 |  |  |  | YR |
| Literary Mogazine | 3183 |  |  |  | YR |
| Mortial Arts |  |  |  | 1350 | YR |
| Mothletes, 10-12 Grode | 3921 |  |  |  | YR |
| Mathletes, 7in \& 8th Grade |  | 3265 |  |  | YR |
| Mothleres, 9th Grode | 3921 |  |  |  | YR |
| Modei UN |  |  |  |  |  |
| Malthouitural Club |  | 2947 |  |  | YR |
| Musk Tech/Instructor, Band Comp | $15!2$ |  |  |  | D |
| Musiz Theotre, Business Mgr. - Musical | 2288 |  |  |  | T |
| Wusic Theatre, Choreographer | 3855 |  |  |  | J |
| Musie Theatre, Costumer . \# of people | 3167 |  |  |  | I |
| Musc Thzatre. Asst. Director |  | 2230 |  |  | J |
| Wusce Theotre Lighting | 3690 | 1900 |  |  | J |
| Musis Theotre, Stoging | 2663 | 231こ |  |  | $J$ |
| Wusiz Theatre Vocaiprep | 2506 | 1989 |  |  | J |
| Musrel Theotre Orch Prep | 3755 | 236 |  |  | J |
| Natioral Art Hono Socety | 3725 |  |  |  | YR |
| Natioral Honor Soctety | 3725 | 2409 |  |  | YR |
| Naturd Heipers (per person) | 3411 |  |  |  | YR |
| Newspoper | 5087 |  |  |  | VR |
| Hewsroo.7 | 3313 |  |  |  | YR |
| Peer Medaros |  | 2785 |  |  | YR |
|  | 3814 |  |  |  | 0 |
| Pnotograp ${ }^{\text {P }} \mathrm{Clo}$ | 3334 |  |  |  | ye |
| Premmed Clue | 2059 |  |  |  | $Y \mathrm{R}$ |
| Public Address/Poptoulizsoskerboil | 1157 |  |  |  | 0 |
| Robotics | 10.54 | 3702 |  |  | YR |
| SADD Advisor | 4390 | 3501 |  |  | YR |
| School Store | 5812 | 2552 | 2053 |  | yR |
| Science Club |  | 1909 |  |  | YR |
| Scence Olympiod | 2621 | 1590 |  |  | ye |
| Scout, Versity Bosketbo:, Bays | 1527 |  |  |  | M |
| Scout, Versity Basketocl, Giris | 1527 |  |  |  | M |
| Scout, Varsity Football | 1203 |  |  |  | D |
| Scrobble (per persor) |  |  |  | 1350 | YR |
| Stage Scenery \# of produtions | 3888 |  |  |  | YR |
| Step Tean | 4357 |  |  |  | $Y R$ |
| Stimson Singers |  | 2.919 |  |  | YR |
| Student Council Advisor |  |  |  | 21.361 | YR |
| (30) \$2.672.53 each) |  |  |  |  |  |
| Theatre Honor Society | 4446 |  |  |  | YR |
| Tri-M Music Honor Society Advisor | 3559 |  |  |  | $Y \mathrm{P}$ |
| Video Yeorbook | 5292 |  |  |  | Ye |
| World Language Horor Society | 3725 |  |  |  | 72 |
| Yok ond Snock |  |  |  |  | yR |
| Yearbook | 9362 |  |  |  | YR |
| Yearbcok Manager | 2900 |  |  |  | YR |
| Yorkers Club |  | 2525 |  |  | YR |

## APPENDIXC

| POSITION-2023/24 1\% | WW | $5 T$ | SILAS | ELEM | PAYMENT DATE |
| :---: | :---: | :---: | :---: | :---: | :---: |
| Advere, Cass ⿹th Grase | 3565 |  |  |  | J |
| Adnisur Coss lith Erade | 3555 |  |  |  | J |
| Advisur. Class lith Grode | 4561 |  |  |  | j |
| Ajviscr. Class !2th Grade | 8387 |  |  |  | J |
| Amesr Heritege | 2451 |  |  |  | j |
| Ancteur Rodo Cub | 270 |  |  |  | YR |
| Art Club |  | 24.5 |  |  | YR |
| 3ord Jais (2@stimsun) | 3400 | 24.3 | 2399 |  | 17 |
| Berd Marchiry Asst Eer Ferwisson | 4825 |  |  |  | D |
| Sord Marcin: 3 Asst. Dif | 8224 | 1740 |  |  | ye |
| Surd. Marchry Sinetor | 10063 | 2259 |  |  | ye |
| 3 ar 5 Stage | 3234 | 2139 | 2139 |  | YR |
| 3 tac Cht | 2051 |  |  |  | $Y \mathrm{Q}$ |
| $300 \times 6$ | 15.31 |  |  |  | YR |
| 3.1 ders Ciut |  | 2293 |  |  | YR |
| Omargma Wersy (Footeal Busketon) | 49 |  |  |  | d |
| Gmanger Orcmesta |  | 2717 |  |  | Ye |
| -ntronoes | $19 \%$ | 68.73 |  | 5385 | P3 |
|  |  |  | (4, 2134625$)$ |  |  |
|  <br>  |  |  |  |  |  |
| Oncrares Sord Gams ta made \& 2 fermel | 225 |  |  |  | D |
| Anesece Has: | 5 | 104: |  |  | PS |
| Snerse wroten | 233 |  |  |  | ye |
|  |  | 2520 | 2134 |  | ve |
| SESA | 27: |  |  |  | J |
|  |  | 3763 | 2505 |  | v2 |
| semuleg |  |  |  | 1357 | 42 |
|  | $3: 47$ |  |  |  | Y\% |
| O- Instuctir | 30\% |  |  |  | 0 |
| $\because$ Irsrocte sari ont | :2ะ |  |  |  | 3 |
|  | 20 |  |  |  | Ye |
| -rummentalme | 245 | 1184 |  |  | $\pm$ |
|  | 22T. |  |  |  | ye |
|  | 2ar |  |  |  | Ye |
| Ga-strugnt a arce | 2220 |  |  |  | 46 |
| Gris Jri Squa x wire d Sumiz Tezt varsty | 3107 |  |  |  | \% |
|  |  | 1022 |  |  | Ye |
| Gris Dm, 57.0 d (kexire) Jy | $518:$ |  |  |  | YR |
| Gris Leaders C-jemzaror | 4942 |  |  |  | $j$ |
| 60 Sporser | 0973 | 4238 | 279: |  | YR |
| GO Trassurer | 04.25 | 276 |  |  | Ye |
| Geand Tech Dril Instructor | 4493 |  |  |  | 0 |
| Heb tat for Hemarity | 3422 |  |  |  | Ye |
| HIV AIOS Awareness | 5346 | 5550 |  |  | Vk |
|  |  |  |  |  |  |
| Leme Economics |  | 2600 |  |  | $y 2$ |
| Infercet Cluo | 3642 |  |  |  | 4 Y |
| Intemarioral Club | 1780 |  |  |  | YR |

## APPENDIXC

| POSITION-2023/24: $1 \%$ | WW | $5 T$ | SILAS | ELEM | PAYMENT DATE |
| :---: | :---: | :---: | :---: | :---: | :---: |
| Key Club | Э |  |  |  | YR |
| Kritting Club |  |  |  | 1257 | VR |
| Lamplighters | 5879 |  |  |  | yR |
| Latir American Heritage | 2337 |  |  |  | YR |
| Literary Magazine | 3214 |  |  |  | $Y \mathrm{R}$ |
| Mortial Arts |  |  |  | 1364 | YR |
| Mathletes, 10-12 Grade | 3960 |  |  |  | YR |
| Mathietes, 7th \& 8in Grade |  | 3297 |  |  | YR |
| Mathletes, 9th Grode | 3960 |  |  |  | YR |
| Model UN |  |  |  |  |  |
| Wulticultural Club |  | 2068 |  |  | YR |
| Wusic Tech/Instructor. Band Camp | 1523 |  |  |  | D |
| Muste Theatre. Business Mgr. - Musical | 2311 |  |  |  | J |
| Music Theatre, Choreographer | 3394 |  |  |  | $J$ |
| Music Theatre, Costumer - of people | 3198 |  |  |  | J |
| Music Theatre, Asst, Director |  | 2312 |  |  | $J$ |
| Mssic Theatre, Lighting | 3732 |  |  |  | J |
| Music Theatre, Singing | 25.34 |  |  |  | J |
| Music Theatre VocdPrep | 2632 |  |  |  | J |
| Musical Theatre Orch Prep | 3793 |  |  |  | J |
| Narional Art Horar Society | 3763 |  |  |  | ys |
| National Honor Socety | 376.3 | 2433 |  |  | VR |
| Noturalhelpers (perperson) | 3445 |  |  |  | Ye |
| Newspaper | 5133 |  |  |  | YR |
| Newsroom | 3345 |  |  |  | YR |
| Pear Mediator |  | 2313 | 2523 |  | YR |
| Percussior Drali Instrictor | 3852 |  |  |  | D |
| Photography cius | 3307 |  |  |  | yr |
| Pre-med Cluc | 2080 |  |  |  | YR |
| Publa Adaress/Footballdsasketoall | 1108 |  |  |  | D |
| Robetics | 10153 | 3739 |  |  | YR |
| SADO Advisor | 4440 | 3536 |  |  | YR |
| School Store | 5870 | 2577 | 2578 |  | YR |
| Science Club |  | 1927 |  |  | YR |
| Science Oiympiod | 2647 | 1006 |  |  | YR |
| Scout, Varsity Basherbell Soys | 1342 |  |  |  | M |
| Scout, Vorsity Easkeiboll, Girts | 1542 |  |  |  | $\cdots$ |
| scuut, Varsity Foctioll | 1281 |  |  |  | D |
| Strobie fper persar) |  |  |  | 1364 | YR |
| Stage Scemery \# of productions | 3927 |  |  |  | yR |
| Step Team | 443 |  |  |  | YR |
| Stimson Singers |  | 2.948 |  |  | YR |
| Student Counct Advisct |  |  |  | 21.595 | YR |
| (805 $\$ 269933$ eoch) |  |  |  |  |  |
| Theatre Honor Soctely | 4490 |  |  |  | $Y \mathrm{R}$ |
| Tri-M Music Honor Socieiy Advisor | 3595 |  |  |  | YR |
| Video Yearbook | 5951 |  |  |  | YR |
| World Language Hionor Society | 3753 |  |  |  | YR |
| Yok and Snack |  |  |  |  | YR |
| Yearbook | 9455 |  |  |  | YR |
| Yearbook Marager | 2995 |  |  |  | YR |
| Yorkers Club |  | 2551 |  |  | YR |


| APPENDIX D - INSTRUCTIONAL SUPPORT PROGRAMS <br> ESL JUMP START PROGRAM: (as per Article 31 summer school) K-5 SUMMER LITERACY PROGRAM: (as per Article 31 summer school) SUMMER INTERVENTION PROGRAM (3-5yrs) (as per Article 31 summer school) |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| SUMMER SCHOOL SCHEOULE |  |  |  |  |  |  |  |
|  | 18-19 | 19-20 | 20-21 | 21-22 | 22-23 | 23-24 |  |
|  | 1.5\% | 1.5\% | 1.0\% | 1.0\% | 1.25\% | 1.0\% |  |
| Step |  |  |  |  |  |  |  |
| 1 | \$ 1.993 | \$ 2,023 | \$ 2,043 | \$ 2.063 | \$ 2.089 | \$ 2,110 |  |
| 2 | \$ 2,191 | \$ 2,224 | \$ 2,246 | \$ 2.268 | \$ 2.296 | \$ 2.319 |  |
| 3 | \$ 2,390 | \$ 2,426 | \$ 2,450 | \$ 2.475 | \$ 2.506 | \$ 2.531 |  |
| 4 | \$ 2,592 | \$ 2,631 | \$ 2,657 | \$ 2.684 | \$ 2,718 | \$2,745 |  |
| 5 | \$ 2.789 | \$ 2.831 | \$ 2,859 | \$ 2,888 | \$ 2.924 | \$ 2.953 |  |
| Hourly Rates |  |  |  |  |  |  |  |
| Salary/30/90*60=hriy rate |  |  |  |  |  |  |  |
| Step | 18-19 | 19-20 | 20-21 | 21-22 | $22-23$ | 23-24 |  |
| 1 | \$44.30 | \$44.96 | \$45.40 | \$45.85 | \$46.43 | \$46.89 |  |
| 2 | \$48.70 | \$49.43 | \$49.92 | \$50.40 | \$51.03 | \$51.54 |  |
| 3 | \$53.12 | \$53.92 | \$54.45 | \$55.00 | \$55.69 | \$56.24 |  |
| 4 | \$57.61 | \$58.47 | \$59.04 | \$59.63 | \$50.40 | \$51.00 |  |
| 5 | \$62.00 | \$62.91 | \$63.54 | \$64.18 | \$64.98 | \$65.63 |  |
| OPPORTUNITY FOR ACADEMIC SUCCESS IN SCHOOL PROGRAM - OASIS |  |  |  |  |  |  |  |
| SALARY | \$4,707 | \$4.777 | \$4.825 | \$4.873 | \$4.934 | \$4,983 |  |
| APPENDIX E - COORDINATOR STIPENDS |  |  |  |  |  |  |  |
| POSITIONS |  | 18-19 | 19-20 | 20.21 | 21-22 | 22.23 | 23-24 |
| EAP COORDINATOR |  | \$5,431 | \$5.512 | \$5.568 | \$5,623 | \$5,694 | \$5,750 |
| CO-ORD OF STUDENT SERVICES |  | \$17.648 | \$17.913 | \$18.092 | \$18.273 | \$18,501 | \$18,686 |
| TECHNOLOGY COORDINATOR |  | \$13,575 | \$13,779 | \$13.916 | \$14.056 | \$14,231 | \$14.374 |
| TEACHER/COORDINATOR ESL |  | \$17,648 | \$17.913 | \$18,092 | \$18.273 | \$18,501 | \$18.686 |
| SPCH/LNGE COORDINATOR |  | \$17.648 | \$17.913 | \$18.092 | \$18,273 | \$18,501 | \$18.686 |
| TEACHERS' CENTER BY MEMO EACH YEAR |  |  |  |  |  |  |  |

# APPENDIX F <br> South Huntington UFSD Summary of the Teacher APPR Plan 

For Informational Purposes Only

## General

This document was created by the District's Teacher APPR Committee as a summary of the Annual Professional Performance Review ("APPR") Plan for teachers, required by Education Law §3012-d and 8 NYCRR 30-3, in conjunction with the plan that has been filed with the New York State Education Department. This document shall be included as an addendum to the parties' labor agreement for the period of July 1, 2018 to and including June 30, 2024.

Inconsistencies between this summary document and the District's APPR Plan as submitted in the online form ${ }^{\text {a }}$ required by 8 NYCRR 30-3 and approved by the State Education Department shall be controlled by the terms and provisions of the aforesaid online form, in accordance with the requirements of the State Education Department. Further, nothing contained in this Appendix F shall conflict with, nor be determined to conflict with the Annual Professional Performance Review Regulations of the Commissioner of Education which have been and may hereafter be issued, nor with the provisions of Section 3012-c and Section 3012-d of the Education Law of the State of New York, and any subsequent amendments or modifications thereto or successor legislation thereof. If it is determined by the Commissioner of Education or a final court of competent jurisdiction that a conflict exists, the law and the aforesaid Regulations shall govern.

## TEACHER APPR PLAN

I. The Charlotte Danielson 2011 Teacher Practice Rubric shall be utilized.
II. Observations (50\% of overall rating)

HEDI Observation Ranges:
$H=3.50$ to 4.00
$E=2.50$ to 3.49
$D=1.50$ to 2.49
I = 0 to 1.49

## A. Supervisor/Other trained Administrator Observation $=90 \%$

[^1]*Tenured teacher: minimum of one, which is announced, with a pre and post observation conference and use of current pre and post observation forms.
*Probationary teacher: minimum of two, which are all unannounced, with a post observation conference and use of current post observation form.
*For both tenured and probationary teachers, if there is an observation rated ineffective, then there will be an additional observation, announced, with a pre and post observation conference and use of pre and post forms.
*Observation Report - all 22 components (from the four Danielson Domains) are rated on a HEDI $(4,3,2,1)$ scale with a final calculated score between 1 and 4 carried two decimals places with traditional rounding. A narrative for each Domain shall be included.
B. Independent Observation $=10 \%, 15$ minute walk-through, which will be performed before the $90 \%$ observation.
*Tenured teachers: one, which is unannounced, with an optional (teacher or evaluator requested) post observation conference - there are no pre or post observation forms.
*Probationary teachers: one, which is unannounced, with an optional (teacher or evaluator requested) post observation conference - there are no pre or post observation forms.
*For both tenured and probationary teachers, if there is an observation rated ineffective, an additional observation is not required.
*Observation Report - all 10 components of only Danielson Domains 2 and 3 are rated on a HEDI $(4,3,2,1)$ scale with a final calculated score between 1 and 4 carried two decimals places with traditional rounding. There is no required narrative unless the score is below 2.5
III. Student Performance ( $50 \%$ of total rating)
**When the BOCES Score Projection Tool is used, the District will use $90 \%$ of the low measure to adjust for economically disadvantaged, Special Education, and English Language Learner student populations.
***3rd Grade Growth for Non-Transitional Score and Science $8^{\text {th }}$ Grade Growth: Growth target will be determined by taking $4 \%$ of the total test points available and
adding that to the student's baseline score. To adjust for economically disadvantaged, Special Education, and English Language Learner student populations, a teacher will receive an additional one point if at least $5 \%$ of their roster falls under any of these categories. A teacher will receive an additional two points if at least $10 \%$ of their roster falls under any of these categories. The maximum total additional points is two.

## Evaluator Recognition

The South Huntington Teachers' Association recognizes all members of the South Huntington Chairpersons' Association, South Huntington Administrators' Association, the Superintendent and his/her Cabinet as being certified teacher evaluators. Lead teacher evaluators will be certified by the Board of Education.

## APPR Narrative

The APPR may contain a summary statement in the form of a narrative where any work related items can be addressed.

## Factor for Employment Decisions

The APPR plan will be a significant factor when determining continuation of employment for probationary teachers as well as the granting of tenure. Under no circumstance is this APPR plan intended to impede upon the District's tenure review process for probationary teachers. The District retains its right to dismiss probationary teachers in accordance with NYS regulations. With regards to a teacher's candidacy for enhancement and/or promotional opportunities within the District, APPR ratings may be a consideration.

## Career Ladder

Each year, pending available grant funding, up to five (5) teachers who have been rated as Effective or Highly Effective, may be selected by the District to participate in the National Teacher Certification process. Participation shall be voluntary and the District shall provide a stipend to cover the tuition associated with this process. Participating teachers shall avail themselves to assist the District with the recruitment and induction of new teachers.

## Appeal procedure

A. A teacher may initiate an appeal if she or he has received a rating of Ineffective on his or her Annual Professional Performance Review (APPR) within five (5) business days of receiving the rating. A teacher may file an appeal within five (5) business days of the issuance of the TIP or five (5)
business days after the conclusion of the TIP. Appeals can be filed only on the following permitted grounds under Education Law section 3012-d:
(1) The substance of the annual professional performance review.
(2) The District's adherence to the standards and methodologies required for such reviews, pursuant to Education Law section 3012-d.
(3) The adherence to the regulations of the Commissioner and compliance with any applicable locally negotiated procedures, as well as the School District's/BOCES' issuance and/or implementation of the terms of the teach or principal improvement plan, as required under Education Law section 3012-d.

A meeting will be scheduled within five (5) business days where the teacher will have an opportunity to present evidence to their evaluator to support a change in the evaluation rating.
B. Should the matter not be resolved, the teacher may appeal to the Superintendent of Schools within five (5) business days of this meeting. The teacher shall then present his/her evidence to the Superintendent. The Superintendent will render a final and binding decision on the evaluation rating within ten (10) business days of the teacher presenting his/her evidence to the Superintendent.
C. The appeals process shall not impede the District's ability to deny the continuation of employment and/or the granting of tenure for probationary teachers in accordance with NYS regulations and in compliance with Education Law section 3012-d.

## Improvement Plan

A. An Improvement Plan will be collaboratively developed between the teacher, the SHTA and the District and approved by the District for a teacher when the composite score is Ineffective or Developing.
B. An Improvement Plan may be collaboratively developed between the teacher, the SHTA and the District, and approved by the District for a teacher when there is a significant area of concern regardless of the composite score.


[^0]:    3

[^1]:    a The online form is defined as Tasks 1-12 in the State Education Department APPR Submission Portal.

