

**A Collective Negotiations Agreement Between**

**Highland Central  
School District  
and  
The Highland  
Teachers'  
Association**

**July 1, 2023-June 30, 2027**

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# **HIGHLAND CENTRAL SCHOOL DISTRICT CONTRACTUAL AGREEMENT**

## **ARTICLE I AGREEMENT TERMS**

- 1.1 This agreement shall be in effect from July 1, 2023 - June 30, 2027.
- 1.2 It is agreed by and between The Board and The Association that any provision of this Agreement requiring Legislative Action to permit its implementation by Amendment of Law or by providing the additional funds therefore shall not become effective until the appropriate legislative body has given approval.
- 1.3 If any provisions of this Agreement or any application of the Agreement to any employee or group of employees, shall be found contrary to law, then said provision or application shall not be deemed valid and sustaining except to the extent permitted by law, but all other provisions or applications shall be continued in full force and effect.

## **ARTICLE II DEFINITIONS**

- 2.1 The Highland Central School District, hereinafter referred to as the DISTRICT, recognizes the Highland Teachers' Association for the purpose of collective bargaining for the negotiating unit described in 2.4 below.
- 2.2 The Board of Education of the District is hereinafter referred to as the BOARD.
- 2.3 The Highland Teachers' Association is hereinafter referred to as the ASSOCIATION.
- 2.4 The Collective Negotiations Agreement is the document outlining salaries, wages, hours and other terms and conditions of employment agreed to by the DISTRICT and the ASSOCIATION.
- 2.5 The negotiating unit is composed of all full time professional staff, hereinafter referred to as employees, in the following positions: teacher, school psychologist, librarian, guidance counselor, speech therapist, social worker, school nurses, occupational therapist, occupational therapy assistant, physical therapist, behavior intervention specialist and regular part-time employees in the foregoing categories, and substitute employees in the foregoing categories who serve or who are appointed to serve thirty (30) or more consecutive school days in such position. Nothing herein shall be construed to be a no-layoff provision, excluding §4.3.2.

## **ARTICLE III**

### **SCHOOL YEAR - SCHOOL CALENDAR**

#### **3.1 WORK YEAR**

- 3.1.1 The work year shall not exceed: 184 working days, 177 student contact days, 2 parent teacher conference days, and 5 staff development days. Beginning and ending days to the school year shall be mutually agreed upon between the Association and the District. The District may extend the school year pursuant to this provision only once during a school year.
- 3.1.2 The Association, through its President, shall advise the Superintendent of Schools of HTA calendar recommendations for the next school year, prior to the calendar being submitted to the Board of Education for final approval.
- 3.1.3 Any day or portion thereof that an employee is required to report for work will be considered a full working day.

## **ARTICLE IV**

### **EMPLOYEE HOURS - EMPLOYEE LOAD**

#### **4.1 DUTY HOURS**

##### **4.1.1 REGULAR HOURS**

- 4.1.2 Within the parameters listed below, the employee workday shall not exceed six hours and fifty-five minutes for the elementary and middle school staff and seven hours and ten minutes for the high school staff. Starting and ending times of the employee workday shall be established by the District between the hours of 7:30 a.m. and 3:35 p.m. Flexible scheduling of individual teacher workdays shall be allowed by mutual consent of the administration, the individual teacher and the HTA. In most circumstances, planning for flexible scheduling shall occur prior to June 1 for the following school year. Teachers who participate in flexible scheduling will maintain the total work hours in accordance with the prior paragraph.
- 4.1.3 Teachers will be at their instructional locations at school starting times in accordance with 4.1.2 above.
- 4.1.4 Other professional staff members will be in the building at the starting time specified above, available for assignment by the Building Principal.

- 4.1.5 The District shall have the right to require teachers to sign in and sign out on arrival and departure from District Buildings.
- 4.1.6 In the Middle School, if a teacher's schedule includes 10 periods of duty-free preparation time per week, the District may schedule such teacher to two (2) periods of office hours per week. If no student reports to the scheduled office hours within the first fifteen (15) minutes of the period, the remainder of the period may be used by the teacher as a duty-free preparation period.
- 4.1.7 On the last Friday of each month, high school teachers may leave for the day after all buses have exited the parking lot after the last instructional period. If the last Friday is during a vacation period, it will be the last day prior to the vacation. [This provision settles HTA Grievance #2013-14-6.]

#### 4.2 **EMERGENCY HOURS**

Under emergency conditions, Teachers agree to supervise students as required by the Administration.

#### 4.3 **TEACHER SCHEDULES AND ASSIGNMENTS**

##### 4.3.1 **6-12 TEACHING ASSIGNMENTS**

- 4.3.2 A teacher shall be scheduled to teach five classes a day. Should a teacher in grades 6-12 be asked to teach a sixth class, that teacher shall not be expected to have a duty assignment. The first sixth period assignment in each subject area will be assigned by the building administration. In subsequent assignments, seniority in each subject area will be used. [This provision settles HTA Grievance #2013-14-5.]

**Core Subjects** For Grades 6 – 12 areas of Math, ELA, Science, Foreign Language or Social Studies, the following applies:

- a) The sixth teaching assignment will be within the teacher's certification area.
- b) No more than three teachers per subject area will be assigned a sixth class.
- c) Sixth teaching assignments will be voluntary.
- d) Sixth teaching assignments will not result in a reduction of teaching staff.

**Non-Core Subjects** For Grades 6 – 12 areas of Art, Music, Physical Education, Special Education, Health, Technology or any other subject not identified, the sixth period assignment must be "voluntary". If no unit member volunteers, the District may assign a sixth period stipend for a period of one year.

- a) The sixth teaching assignment will be within the teacher's certification area.
- b) Six teaching assignments will not result in a reduction of teaching staff.

Sixth Period Stipends will commence beginning 7/1/15:

Teachers in Grades 9 - 12 – 2015-2016 school year	\$4,500
Teachers in Grades 7 - 12 – 2016-2017 school year	\$4,750

4.3.3 Every effort shall be made to insure that Teachers shall not be scheduled more than three (3) teaching assignments in succession during any school day.

4.3.4 Should a Teacher be required to teach six classes a day that Teacher shall not be expected to have homeroom, study hall, noon hour and other roster assignments.

4.4 **CLASS SCHEDULES K-5**

4.4.1 Both parties agree that every effort will be made by the Administration and scheduling committee working together, to schedule Teacher and student activities so that neither has more than 2 1/2 hours of continuous teaching.

4.4.2 Teachers will be invited and are expected to supply input to create a schedule in line with paragraph 4.4.1 above.

4.4.3 The final decision on paragraphs 4.4.1 and 4.4.2 above, rests with the Administration who shall base its decision taking into account the joint meetings of the Teachers and the Administration.

4.4.4 During the last two weeks of school, the elementary school will have a total of four half days of school for students. Teachers will use the remaining time of the school day for assessment correction, report cards, recordkeeping and for other professional activities. In the event full State Aid is jeopardized by reason of this provision, it shall be deemed suspended for the school year at issue.

4.4.5 Upon commencement of Regents exams, all middle school students will take assessments in the morning and be dismissed ½ day. Teachers will use the remaining time of the day for assessment, correction, report card, recordkeeping and for other professional activities. In the event full State Aid is jeopardized by reason of this provision, it shall be deemed suspended for the school year at issue.

4.5 **GENERAL ASSIGNMENTS - ALL TEACHERS**

4.5.1 The Administration shall prepare a document indicating each Teacher's class schedule, homeroom assignments, duties, and so on.

4.5.2 The Administration will allocate duties and assignments as equally as practicable.

4.5.3 Duty responsibilities shall be specific and be incorporated in the Administration Handbook.

4.5.4 Teachers shall be notified of teaching assignments no later than June 1st of the current year. Changes, additions and deletions made to the teaching assignment after June 1st shall be in writing to the teacher(s) involved and an opportunity for discussion given.



4.5.5 Physical Education scheduling will be done wherever possible, so that students will be in a class on or adjacent to their own class level.

**4.6 ACTIVITY PERIOD - GRADES 9 THRU 12**

4.6.1 The activity period will be organized to allow for unscheduled activities, remedial academic sessions and to promote opportunities for the advanced student.

4.6.2 The activity period will utilize the services of the entire professional staff.

4.6.3 The activity period will not be considered as an added teaching assignment.

**4.7 LUNCH PERIOD**

4.7.1 Teachers shall have at least thirty-five (35) minute duty free daily lunch period.

**4.8 PREPARATION TIME**

4.8.1 All teachers in grades K-12 shall have a duty free period of no less than 40 minutes for preparation time.

**4.9 CLERICAL WORK**

4.9.1 Duplicating and typing assistance will be provided on material for classroom use. Materials will be returned within 3 days of submission provided such materials are to be used within 5 days after the date of return.

**4.10 TEACHER - STUDENT LOAD**

4.10.1 Teacher class size for students in grades 6 – 12 will be limited to 140 students or less for a five-period day (except with regard to §4.10.2 §4.10.4 and science). If a teacher is assigned a sixth class, the roster must be 168 or less. [This provision settles HTA Grievance #2013-14-7.]

4.10.1a All science teachers in grades 6 -12 may have a total student roster of more than 140 but not more than 150. Lecture and lab students will be counted separately to calculate total class roster for science. If a science teacher in grades 6 – 12 has a student roster of 141-150, they will be entitled to a half day each marking period for record keeping. If a science teacher is assigned a sixth class, the total roster is limited to no greater than 175 students

4.10.2 Teachers assigned to the areas of physical education, family and consumer science, health, art, and music with report card responsibilities for 150 students per marking period shall be entitled to one-half day of release time per marking period for grading purposes.

4.10.3 The student load for physical education teachers at the middle school and high school shall not exceed 150 students daily and 300 students per school year.

4.10.4 Family and Consumer Science, general music, art and health teachers at the middle school and high school level shall have assignments that do not exceed five (5) classes with a daily student load of 125 or six (6) classes with a daily student load of 150.

4.10.5 Chorus teacher's daily student load shall not exceed 200 students.

4.10.6 Every effort will be made to limit class size in grades K through 5 to 30 students.

#### **4.11 SUBSTITUTE TEACHERS**

4.11.1 A substitute Teacher shall be provided for all regular class teachers (inclusive of special teachers) who will be absent for a half or a full day, but this shall not apply to guidance counselors or librarians unless they have a class assignment or unless they are absent for more than five (5) consecutive days.

#### **4.12 TRAVELING TEACHER**

4.12.1 A teacher travelling between two or more buildings as part of their regular work schedule shall have a work day no longer than the length of the workday where the teacher spends the majority of their time.

## **ARTICLE V EMPLOYEE RESPONSIBILITIES**

#### **5.1 FACULTY MEETINGS**

5.1.1 Faculty meetings may be scheduled by the Building Principal once a month at regular times for a period not to exceed one hour from the end of the school day. All meetings may be extended by a majority vote of those present.

A second meeting, utilized for grade level, department, or instructional groups, may be scheduled once a month held at regular times, for a period not to exceed one hour unless agreement is reached on extending the time.

5.1.2 Materials to be discussed as well as the agenda for faculty meetings, (excluding Emergency items and administrative details) shall be distributed one school day in advance of the meeting. Employees may add to said agenda, provided that such additions shall be presented to the Building Principal or their designee at least one day before said agenda is distributed.

- 5.1.3 Should an emergency situation exist, the Building Principal may call a meeting in addition to those stipulated above. In such instance, appropriate staff will be given as much notice as circumstances allow.

## **5.2 PARENT-TEACHER CONFERENCES**

- 5.2.1 Two (2) Parent-Teacher conference days will be scheduled for the school year. The District shall have the right to schedule a portion of such days in the evening. Parent-Teacher conferences may be made by appointment.
- 5.2.2 In no case will an initial Parent-Teacher conference be denied by the Teacher.
- 5.2.3 Unit members shall be required to attend the Fall Open House (aka Curriculum Night/Meet the Teacher Night).

## **5.3 FIRST AID AND ACCIDENT REPORTING**

- 5.3.1 Any Employee in immediate supervision, or any Employee available, will perform first aid for any student who requires immediate attention.
- 5.3.2 Students who complain of illness or who require emergency treatments, during the school day, shall be sent or escorted to the School Nurse.
- 5.3.3 First Aid reports shall be completed by the Nurse. Employees shall provide the Nurse with all necessary information to complete said reports.

## **5.4 ACCIDENT REPORTING**

- 5.4.1 All accidents shall be reported to the Nurse with all available information concerning the cause and nature of the injury.
- 5.4.2 If the accident results in any injury requiring other than First Aid, the Nurse or reporting employee shall immediately notify the Building Principal.
- 5.4.3 If the cause of the accident still presents a hazard or requires immediate action, the reporting Teacher or Nurse shall immediately notify the Building Principal or Superintendent.

## **5.5 REFERRALS**

- 5.5.1 Teachers, in all referrals to the Nurse, will keep foremost at all times the health and safety of the student.

## **5.6 GUIDANCE PERSONNEL**

- 5.6.1 Guidance personnel may be scheduled to work during summer recess upon recommendation of the Building Principal and the approval of the Superintendent.
- 5.6.2 Guidance Personnel shall be compensated at the rate of one-two hundredth of the appropriate salary schedule for each day worked.

## **5.7 MINISTERIAL FUNCTIONS**

- 5.7.1 The scoring of standardized tests shall not be made the responsibility of the classroom teacher unless such tests cannot be machine scored.
- 5.7.2 Teachers will be responsible only for the clerical work that relates directly to student evaluation as described in Section 5.7.1.

## **5.8 GRADES K-5**

- 5.8.1 Students shall be evaluated by materials contained in a permanent record folder. Such folder contains the following: A. Permanent record B. The report card

# **ARTICLE VI**

## **ACADEMIC FREEDOM**

## **6.1 ACADEMIC FREEDOM**

- 6.1.1 Teachers may use any generally accepted means in performing professional teaching functions as long as they do not conflict with the syllabus, established curriculum, and the standards for professional educators developed by the APPR Committee.
- 6.1.2 Within the general scope of good taste and common sense, the teacher may express their personal experience or feelings having first thoroughly presented the generally accepted facts or viewpoints on the subject. However, the Teacher will prepare and conclude their personal comments with a clear statement that they are sharing their personal feelings.
- 6.1.3 A Teacher is entitled to full freedom within the law of inquiry and research and in the publication of results.
- 6.1.4 Syllabus requirements shall be met at all levels.
- 6.1.5 Teachers shall be free to develop methodology and select supplemental materials used, provided such methods or practices are evaluated concurrent to practices approved by the State Education Department and by the Building Principal.

- 6.1.6 Music directors have the right to exercise their pedagogical judgment and to choose songs (such as the Jazz Gloria and other pieces of musical literature), subject to the existing right of students not to participate in such song selections, with parent permission. The purpose of song selections shall be to enhance musical education and be a part of a celebration of cultural diversity.
- 6.1.7 All teachers are expected to utilize electronic equipment and software to support instruction and management.

## **ARTICLE VII**

### **CURRICULUM COMMITTEE, ADMINISTRATIVE HANDBOOKS, STUDENT DISCIPLINE**

#### **7.1 CURRICULUM COMMITTEES**

#### **7.2 HIGH SCHOOL**

- 7.2.1 A committee of the entire department, with the Subject Area Coordinator acting as Committee Chairperson, will propose a curriculum.
- 7.2.2 The Chairperson will consult with individual teachers concerning their choice of curriculum, texts and materials, and shall make recommendations to the Building Principal.
- 7.2.3 The Building Principal shall review the curriculum, text and material recommendations submitted by the Chairperson and present recommendations to the Superintendent of Schools.
- 7.2.4 The Superintendent of Schools will review the entire proposal with the Principal and present recommendations to the Board.

#### **7.3 MIDDLE SCHOOL**

- 7.3.1 The same procedure will be used as outlined for the High School, with one exception. A grade and subject committee shall propose the curriculum, texts and materials. The committee shall select a Committee Chairperson to present its proposals to the Building Principal.

#### **7.4 ELEMENTARY SCHOOL**

- 7.4.1 The same procedure as that outlined for the Middle School will be used.

#### **7.5 ADMINISTRATIVE HANDBOOKS**

- 7.5.1 Each building staff may, by majority approval, recommend specific Administrative Handbook changes or amendments to the Building Principal.

## **7.6 STUDENT DISCIPLINE**

- 7.6.1 Each building staff may, by majority approval, recommend specific student discipline regulations to the Building Principal.
- 7.6.2 The Building Principal after reviewing the recommendations will submit them, with recommendations, to the Superintendent of Schools for review and consideration.

## **ARTICLE VIII**

### **GRADE LEVEL/SUBJECT AREA COORDINATORS**

## **8.1 RECOMMENDATION AND APPOINTMENT**

- 8.1.1 Grade level/subject area coordinators shall be recommended for appointment by the Superintendent of Schools.
- 8.1.2 Grade level/subject area coordinators shall be appointed annually.
- 8.1.3 The position of grade level/subject area coordinator shall not accrue tenure. The District shall have the right to eliminate, at any time, one or more of the positions of grade level/subject area coordinator. If elimination occurs during the school year, a proportionate adjustment of the remuneration shall be made.

## **8.2 QUALIFICATIONS**

- 8.2.1 The qualifications and the duties and responsibilities of grade level/subject area coordinators shall be determined by the District.

## **ARTICLE IX**

### **TEACHER OBSERVATIONS/EVALUATIONS**

## **9.1 PROCEDURE**

- 9.1.1 All observations of work performance of a teacher shall be conducted openly with the full knowledge of the teacher.
- 9.1.2 Each probationary Teacher shall receive each school year, a minimum of two (2) lesson observations, each of which shall be at least 20 minutes in duration, for the purpose of evaluating and improving performance. In addition to the above, the probationary Teacher may request up to three (3) additional observations.
- 9.1.3 Each tenured Teacher shall receive each school year one (1) lesson observation, which shall be at least 20 minutes in duration, for the purpose of evaluating and improving

performance. In addition to the above, they may request up to two (2) additional observations.

- 9.1.4 In the event the evaluator renders a written observation on any visitation, they should first confer with the Teacher involved in order to ascertain the ability levels of the class, the objectives of the lesson and other pertinent factors.
- 9.1.5 Teachers will be given a copy of any evaluation report of any observation by their evaluator and will be required to sign the office copy to indicate that they have received same.
- 9.1.6 Within five (5) school days following any evaluation, the evaluated Teacher and their evaluator will meet to discuss the observation. All such conferences will be held in private.
- 9.1.7 Effort shall be made by the Administration or supervising personnel to help a Teacher if there is evidence of need for such assistance.
- 9.1.8 Evidence of unsatisfactory performance shall be brought to the attention of the Teacher within ten (10) school days of the time the Administrator has evidence of unsatisfactory performance.
- 9.1.9 The rated Teacher has the right to write a reaction to the evaluation which will be included with the office copy. The evaluator, in order to indicate that they have received such, will affix their signature to such written reaction.
- 9.1.10 Written reports based upon any observation shall be prepared only by certified administrative personnel.
- 9.1.11 The District and the Association shall form a committee to review evaluation procedures and policies and shall make recommendations for improvements to the Superintendent and the Association annually.
- 9.1.12 **COACHING EVALUATIONS / APPOINTMENTS**

1. All coaches will complete a self-evaluation using the agreed upon tool. A certified district administrator in collaboration with the Athletic Director will review all evaluations. If there is agreement on 75% or more of the categories, the administrator will sign off on the evaluation. If there is less than 75% agreement, the coach will meet with the administrator to review the evaluation and will be given an opportunity to substantiate their ratings.

2. Any coach that is apprised as "Unsatisfactory" in a particular sport/season may lead to a determination that they will not be qualified to coach that same sport. The coach may submit a written appeal to the Superintendent of Schools within fifteen (15) school days of their receipt of the "Unsatisfactory" written evaluation, or by no later than June 30 (for spring sports), whichever is later. The Superintendent of Schools shall issue a written response to the appeal within fifteen (15) school days after receipt of the coach's appeal, or by July 15 (for spring sports)." The Superintendent's decision to not rehire a coach who was deemed as "Unsatisfactory" according

to the above mentioned evaluation process is not subject to a grievance or improper practice charge.

3. Unit members wishing to coach should apply by the following dates for each respective season:

Deadline to submit letter of interest	Sports Season
February 1	Fall
May 1	Winter
September 1	Spring

4. If any position remains unfilled after the dates listed in 9.1.12 section 3, the Superintendent will inform the HTA President or their designee that the District has posted remaining unfilled positions for non-unit member candidates to make application and the District retains the right to hire a non-unit member for said opening(s) after the season deadlines.

## **ARTICLE X**

### **EMPLOYEE PERSONNEL FILE**

#### **10.1 PERSONNEL FILE**

- 10.1.1 There shall be an official District Employee personnel file, which shall be maintained in the central office. Employees shall have the right, upon request in writing to the Superintendent of Schools, to review the contents of their file, excluding confidential references pertaining to hiring or promotion.
- 10.1.2 Employee files shall contain routine financial information and matters of a professional nature, which relate to the job performance of an Employee.
- 10.1.3 No material, other than confidential information, pertaining to promotion, shall be filed unless the employee has had the opportunity to examine the material.
- 10.1.4 To show that the employee has examined the material, they shall be required to affix their signature and date on the actual document to be filed with the understanding that such signature merely signifies that they have examined the materials. Such signature does not necessarily indicate agreement with its contents.
- 10.1.5 The employee shall have the right to reply in writing to any material placed in the personnel file. This reply shall be attached to the material and filed in the official District personnel file. Failure to reply shall not be interpreted as a waiver of a defense in any case; however, employees shall ordinarily be expected to reply in ten (10) school days of the placement of any unusual material in a file.



- 10.1.6 Any material which is proven to be inaccurate, not based on facts, or unjust, shall be removed from the Employee personnel file.
- 10.1.7 Requests for review will be honored within two working days, providing that no more than five such requests are received at any one time.
- 10.1.8 The folder will be reviewed at the convenience of the Superintendent of Schools in the Superintendent's office.
- 10.1.9 A note, indicating a review was made, will be signed and dated by the Employee at the time of inspection.
- 10.1.10 Classified information, such as letters of reference, college placement folders, rating forms, etc., will be removed from the folder by the Superintendent of Schools before the inspection.
- 10.1.11 The Employee shall be entitled to have an Association representative in attendance during any such review.

## **ARTICLE XI**

### **VACANCIES AND TRANSFERS**

#### **11.1 POSTING OF VACANCIES AND EXTRA PAY POSITIONS**

- 11.1.1 As they occur, the Superintendent of Schools shall have posted on all faculty bulletin boards in all school buildings, and on the district's website, notice of known vacancies of any type whatsoever occurring within the negotiating unit represented by the Association.
- 11.1.2 Said notices shall normally be posted at least fifteen (15) calendar days before the final date when applications must be submitted. In the case of vacancies occurring during the summer vacation, notices shall be posted in the administrative offices of the District and shall be sent to the Association and to each individual teacher previously registered with the District in the manner provided for such openings.
- 11.1.3 Any employee who desires to apply for any such vacancies shall submit an application in writing to the Superintendent within the time limit specified.

#### **11.2 QUALIFICATIONS FOR ASSIGNMENT**

- 11.2.1 All appointments and assignments to any and all vacancies and openings will be made after consultation with the Building Principal involved, and shall be based on qualifications, experience and seniority.

11.2.2 Unsuccessful applicants who are existing employees of the District in the negotiating unit shall be furnished with written notification of their unsuccessful candidacy, and upon request, a written explanation as to why they did not receive the appointment.

11.2.3 All appointments and assignments to any and all vacancies are the sole responsibility of the Superintendent of Schools and the Board of Education.

### 11.3 **NEW POSITIONS**

11.3.1 The provisions hereof shall apply to new positions created within the school system as well as vacancies occurring in existing positions.

### 11.4 **VOLUNTARY AND INVOLUNTARY TRANSFERS**

#### 11.5 **TRANSFER REQUESTS**

11.5.1 Employees requesting a grade, subject assignment or building change shall file a written request with the Superintendent of Schools no later than the third Monday in May.

11.5.2 If the request contains a multiple choice, they are to be listed in the order of preference.

11.5.3 The Superintendent of Schools will post a schedule of all new positions, vacancies and existing positions for the coming year no later than the first working day in June.

#### 11.6 **INVOLUNTARY**

11.6.1 When involuntary transfers become necessary, they shall be offered as a vacancy to all qualified staff members. Such shall be in accordance with the above.

11.6.2 If no volunteers are available, the Superintendent will make a last effort to obtain one. If none are available, the employee will be transferred in their tenure area as follows:

- a) Within building no more than once every five (5) years.
- b) Buildings are defined as K-2, 3-5, 6-8 and 9-12.

11.6.3 The Teacher shall then be notified of the reasons for such, offered a meeting with the Superintendent of Schools, and given at least thirty (30) calendar days notice prior to being transferred.

## **ARTICLE XII**

### **ASSOCIATION RIGHTS - EMPLOYEE RIGHTS**

#### **12.1 ASSOCIATION RIGHTS**

- 12.1.1 The Association shall be allowed the use of school facilities in any building for Association activities without cost provided that an application is made to the building principal prior to the intended use.
- 12.1.2 The use will be allowed provided no other activity has previously been scheduled.
- 12.1.3 The Association will provide the full cost of all materials used.
- 12.1.4 No activity may be conducted that violates the law.
- 12.1.5 The Union President and/or their designee shall be provided up to ten (10) school days off during the school year, with pay, for the purpose of conducting or participating in HTA business. If substitutes are normally required for the HTA President or their designee, the District will pay for the first five (5) school days that are used; the association will pay for any days over five (5) school days that are used. If one person takes five instructional days, then subsequent days for that person are subject to the superintendent's approval.
- 12.1.6 The Association President shall not be assigned to non-teaching duties.
- 12.1.7 The Association shall provide all Building Principals and the Superintendent of Schools with a copy of all general notices. The Association shall not distribute any communication that violates the law.
- 12.1.8 No activity may be conducted during duty hours, except that notices may be distributed, provided it does not interfere with the normal operation of the District.
- 12.1.9 Official delegates to the Teachers' Retirement System will be allowed to attend the annual conference with no loss of time or pay.
- 12.1.10 The President of the Association shall be allowed time off for hearings subject to the approval of the Superintendent of Schools. The Association shall reimburse the District for the cost of substitutes on such days.
- 12.1.11 The Association shall be notified of any proposed changes affecting its membership prior to final Board determination.
- 12.1.12 The Board will provide the Association with a copy of the minutes of Regular and Special Board Meetings.

12.1.13 The Association has the sole right to all positions negotiated in the collective bargaining agreement between the District and the Association. This includes but is not limited to teaching, coaching, club moderating and all HTA Contractual activities that involve a stipend. If any position remains unfilled after May 1<sup>st</sup>, the Superintendent will inform the HTA President or their designee that the district has posted remaining unfilled positions for non-unit member candidates to make application. [This provision settles HTA Grievance #2013-14-3.]

## **12.2 EMPLOYEE RIGHTS**

## **12.3 TELEPHONES**

12.3.1 A telephone shall be provided in each faculty room for the staff's convenience and privacy, to be used primarily for parent conferences and other school business. All such calls shall be restricted to the local calling area including all non-toll calls.

12.3.2 The District shall pay the monthly service charge.

12.3.3 A telephone shall also be provided in the Department Chairperson's office to be used solely by the Department Chairperson in conducting school business.

12.3.4 Teachers shall make toll phone calls related to school business only from District authorized phones.

## **12.4 IMMUNIZATION**

12.4.1 Immunization shots, as required by the Board of Education, will be provided at the District's expense.

## **12.5 SAVE HARMLESS**

12.5.1 An employee returning from a leave of absence shall retain all former leave credits accumulated prior to the leave and full credit for years of service. Every reasonable effort shall be made to place the returning employee in their same position. However, if this is not possible, the employee shall be placed in a comparable position, and for teachers, within their tenure area. The aforementioned placement assumes the availability of a position.

# **ARTICLE XIII**

## **EMPLOYEE BENEFITS**

## **13.1 SICK LEAVE**

13.1.1 On September 1, each employee shall be credited with sixteen (16) days sick leave per year. Any employee commencing employment after the beginning of the school year shall be

entitled to sick leave days on a pro-rata basis for each month remaining in the school year. The month in which the employment commences shall not be counted for this purpose unless at least one-half of the working days within that month remain at the date of employment. Any employee who has no accumulated leave in September, who departs before the conclusion of the school year and has used the sick leave credited at the beginning of the year at a rate greater than 1.6 days per month shall have the excess leave deducted from their final paycheck, e.g., if an employee leaves on January 1, and has used 11 sick days the employee must refund 4.6 days.

13.1.2 Sick leave is defined as absence from duty by an employee because of

- Personal illness or injury
- Being quarantined due to a contagious disease.

Regular childbirth (six weeks) & Cesarean section (eight weeks) Pregnancy disability (per physician's notice), to the extent that these time frames are lawful under Title VII of the Civil Rights Act, the federal Pregnancy Disability Act of 1978 and the New York State Human Rights Law.

13.1.3 Unused sick leave may be accumulated without limit.

13.1.4 A maximum of seven (7) sick leave days per year may be used, due to illness or injury of any member of the immediate family, from the allowed or accumulated leave.

13.1.5 A doctor's certificate may be required for each absence of three or more consecutive school days. This applies to the employee and to any member of the employee's immediate family whose illness is the cause of the employee's absence.

13.1.6 The term "immediate family" means spouse, domestic partner, child or other relative residing in the immediate household.

13.1.7 An employee confined with a continuing illness or injury for more than the total of the allowed and accumulated sick leave will be authorized thirty-five (35) additional working days, with full pay. This accommodation must be provided one-time during an employee's career with the district granting subsequent requests for the same employee at the discretion of the Superintendent.

13.2 **PERSONAL LEAVE**

13.2.1 A maximum of four of the allowed sixteen sick leave days may be used for conducting business that cannot be conducted at any other time.

13.2.2 Applications for the use of personal leave shall normally be made to the Superintendent or their designee at least three (3) calendar days in advance of each anticipated absence for personal reasons, except in an emergency when the advance notice may be waived by the Superintendent or their designee.

- 13.2.3 Upon return from an emergency leave, the employee must submit a written statement to the Building Principal, indicating the nature of the business and the reason it was deemed an emergency.
- 13.2.4 The following list of items are not considered acceptable reasons for personal leave. The list is not all inclusive and serves as an indication of the spirit of this section.

Shopping  
Recreation (sports, hunting, entertainment)  
Extension of vacation or holidays  
Job interview

### 13.3 **BEREAVEMENT LEAVE**

- 13.3.1 An employee will be allowed up to five days bereavement leave due to the death of a member of the immediate family.
- 13.3.2 An employee will be allowed a one-day bereavement leave due to the death of a relative not considered to be in the immediate family. Should special circumstances necessitate additional time, the employee, upon request, will be granted additional time (not considered bereavement leave), charged to allowed Personal Days.
- 13.3.3 The term 'immediate family' means: Parent, spouse, domestic partner, child, parent-in-law, sibling, grandparent, grandchild, and relatives residing in the employee's immediate household.
- 13.3.4 Bereavement leave will not be charged to sick leave.
- 13.3.5 The Superintendent of Schools may excuse employees for up to one day, without loss of pay, to attend the funeral of another employee.

### 13.4 **CHILD REARING LEAVE**

- 13.4.1 Child rearing leave will be granted to employees upon the following conditions:
- 13.4.2 The employee requesting a child rearing leave shall make such request, in writing, to the Superintendent of Schools at least (65) sixty-five calendar days prior to the initiation of the requested leave. Such leave shall extend for a period not greater than the commencement of the fifth (5) semester following the initiation of the leave except that the District may, in its sole discretion, extend the leave beyond that period of time. Such leave shall ordinarily be taken in connection with the birth of a child or the need to care for a child of two years of age or less, but application may also be made when an older child is adopted.

- 13.4.3 Said written request shall include the date of initiation and termination of the leave which shall be coincidental with applicable semester breaks.
- 13.4.4 The sixty-five (65) calendar days advance notice requirements may be waived by the Board upon demonstration of undue hardship.
- 13.4.5 If the District has approved a request for child rearing leave, the employee may, upon sixty (60) calendar days written notice to the District, request termination of the leave and return to duty at the beginning of the next succeeding semester if the child is deceased. If the notice is given before the commencement of the leave or pregnancy is terminated before the start of the leave and the District has not hired a substitute, the employee may withdraw the request for leave and continue employment.
- 13.4.6 Pregnancy disability shall be considered as qualification for sick leave as otherwise provided for in this Agreement, upon certification from the employee's doctor, or, at the District's option, a physician designated by the District. However, no person on '*child rearing leave*' shall be entitled to use accumulated sick leave.
- 13.4.7 Up to four personal days may be taken by a teacher for legal proceedings associated with the adoption of a child. These days would be converted from sick days. Upon written application, including supporting documentation that an adoption is imminent, a leave for the purpose of adopting a child shall be granted. The required number of leave days needed will be converted from the unit member's sick leave to personal and taken as personal.

#### **13.5 RELIGIOUS OBSERVANCE/TITLE VII ACCOMODATION DAYS**

- 13.5.1 Personal days may be used to accommodate religious observance.

#### **13.6 ANNUITIES**

- 13.6.1 The District shall provide for a payroll reduction plan in order for employees to participate in a tax-sheltered annuity program upon written request to the District prior to November 1 of any given school year and for new employees within sixty (60) calendar days after their initial employment. Payment for these annuities shall automatically be deducted by the District from each paycheck as authorized by the employee. The District shall provide for a payroll deduction plan in order for employees to participate in a tax-sheltered annuity program. Payment for these annuities shall be deducted by the District from each paycheck as authorized by the employee in writing. During each calendar year, an employee may enroll or effect one change in the dollar amount of an existing annuity.
- 13.6.2 The District agrees to allow the use of all currently designated carriers by those who wish to use them. It is also understood that there will be only one add/drop change period per school year.

### **13.7 DUES DEDUCTION**

- 13.7.1 The Board agrees to deduct from the salaries of its employees dues for the Highland Teachers' Association, as said employees individually and voluntarily authorize the Board to deduct, and to transmit monies, each payday, promptly to the Highland Teachers' Association.
- 13.7.2 The Association will certify to the Board, in writing, the current rate and schedule of membership dues of the Association named above. The Association will give the Board thirty (30) calendar days written notice prior to the effective date of such change.
- 13.7.3 Deductions referred to above will be made in twenty (20) equal installments during the school year. The Board will not be required to honor, for any month's deduction, any authorizations that are delivered to it later than one (1) week prior to the distribution of the payroll from which deductions are to be made.
- 13.7.4 No later than September 30<sup>th</sup> of each year, the Board will provide the Association with a list of those employees who have voluntarily authorized the Board to deduct dues.
- 13.7.5 Any employee desiring to have the Board discontinue deductions they had previously authorized, must notify the Board and the Association in writing by September 15<sup>th</sup> of that school year's dues.
- 13.7.6 The Board agrees that it will not accord dues deduction or similar check-off rights to any other organization until and unless such organization has been duly recognized or certified according to law.

### **13.8 SERVICE FEE**

- 13.8.1 Each employee who fails voluntarily, to acquire or maintain membership in the Association shall be required, beginning on the 30<sup>th</sup> day following the beginning of such employment (or discontinuance of membership) to pay to the Association a service charge as a contribution towards the negotiation and administration of the Agreement and the representation of such employee. The service charge shall be in the same amount and payable at the same time as the Association's and its affiliates regular dues and shall be deducted by the District from the employee's pay in accordance with Section 7.0 above.
- 13.8.2 The Association affirms that it has adopted the procedure for refund of Agency Fee deductions as required by Section 208(3)(b) of the Civil Service Law and that such procedure complies in all respects with the requirements of that section. This provision of Agency Fee deductions shall continue in effect so long as the Association maintains such procedure and so long as such deductions are authorized by law.



13.8.3 In the event an action or proceeding is commenced in a court of competent jurisdiction or before an administrative agency regarding such service charge, the Association agrees to provide counsel and to indemnify and save harmless the District from and against the cost of such action or proceeding, and other expenses in connection with such litigation or proceeding, to pay any judgment entered against the District in any such action or proceeding.

### 13.9 **UNUSED SICK LEAVE**

13.9.1 Employees who have completed fifteen (15) years of service exclusively in Highland shall be paid **\$50** per day for all accumulated unused sick leave at the time of retirement. Funds will be paid to the unit member's 403(b) at retirement.

Written notification must be provided by the February 1<sup>st</sup> of the school year in which the unit member's retirement will occur in order to receive the \$50 per day payout for all accumulated unused sick leave. Any request to depart from this deadline because of unforeseen or unusual developments affecting the unit member will be considered at the sole discretion of the Superintendent of Schools on an individual case-by-case basis.

### 13.10 **SPECIAL LEAVE**

13.10.1 Each full time regular employee may make application to the Superintendent of Schools for leave without pay of up to one year for any cogent reason. Applications shall ordinarily be made sixty (60) calendar days prior to the commencement of the leave. Such leave shall normally commence and/or end at the beginning of the Spring and/or Fall semesters. The granting of such leave shall be within the discretion of the District.

### 13.11 **PROFESSIONAL COURTESY**

At the sole discretion of the Superintendent, up to ten (10) school-aged dependents of non-resident unit members may apply to have their dependents attend the Highland Central School District for regular courses of instruction on a tuition free basis. In such cases, the following shall apply:

- a. The District shall not be responsible to provide transportation to such non-resident student. A unit member shall be solely responsible to transport the student to and from the assigned school.
- b. The unit member shall not bring the student to the assigned school prior to the time the students are required to report to school;
- c. In order for the student to be approved to attend school in the District, the assigned school must be able to adequately address the educational needs of the student. In the case of students identified as having an educational disability under IDEA/Article 89 of the Education Law, in order to access this section of the agreement their parent(s) should request that the school district of residence seek to arrange for a

placement in Highland Central School District. However, the district of residence is not required to do so.

- d. The enrollment of the student shall not adversely affect the student enrollment of the Highland Central School District building that they will be assigned to.
- e. If the student's attendance in the District requires the hiring of additional staff or a program not currently offered by the District, the parent shall be obligated to pay the district for such actual excess costs.
- f. The unit member must submit to the Superintendent or designee, a request to enroll the student in or remove the student from the assigned school not later than the May 30<sup>th</sup> prior to the year of the intended enrollment or removal, except that at the discretion of the Superintendent or designee, requests received after May 30<sup>th</sup> may be considered on a case-by-case basis. The denial of a member's request is not subject to a grievance, improper practice charge or other legal proceeding.
- g. The provisions set forth above shall sunset becoming null and void in all regards effective close of business June 30, 2027; provided, however, that a student enrolled in the District as of June 30, 2027, shall be permitted to remain in their school until graduation from the school they attend.

## **ARTICLE XIV**

### **HEALTH INSURANCE AND WELFARE TRUST FUND**

#### **14.1 HEALTH INSURANCE**

14.1.1 Effective October 1, 2019, the base health insurance plan for unit members and retirees will be the NYS Health Insurance Plan (NYSHIP). In the event a plan with a higher cost than the base plan is selected by the unit member or retiree, the unit member or retiree agrees to pay 100% of the difference in the premium cost.

14.1.2 All unit members shall contribute 16% toward the cost of health insurance premiums. Effective July 1, 2026, all unit members shall contribute 17% toward the cost of health insurance premiums.

<b>Effective</b>	<b>Contribution</b>
July 1, 2023	16%
July 1, 2024	16%
July 1, 2025	16%
July 1, 2026	17%

14.1.3 The District shall maintain a Section IRC125 plan. Unit members shall be permitted to contribute up to the maximum amount allowable by law for unreimbursed medical expenses and childcare expenses to the District's Section 125 plan.

14.1.4 Coverage while on non-salaried leave must be arranged and paid for by the employee.

## 14.2 HEALTH INSURANCE BUYOUT

14.2.1 On or before June 1<sup>st</sup> of each school year existing unit members and or retirees who desire to opt out of health insurance coverage shall inform in writing, on a form provided by the District, to the School Business Administrator of their decision. The health insurance coverage would then be discontinued effective July 1<sup>st</sup>.

The health insurance buyout paid to employees or retirees shall be **\$4,000** for 1-24 participants; and **\$5,000** if there are 25 or more participants. The health insurance buyout paid to employees or retirees shall be \$6,000 if there are 60 or more participants.

On or before December 1<sup>st</sup> of each school year existing unit members and or retirees who desire to opt out of health insurance coverage shall inform in writing, on a form provided by the District, to the School Business Administrator of their decision. The health insurance coverage would then be discontinued effective January 1<sup>st</sup>. In return for opting out the unit member shall receive a payment of 50% of the full corresponding buyout amount to be paid on or before April 15<sup>th</sup> by the District.

Employees hired after June 1<sup>st</sup> must notify the School Business Administrator of their decision regarding the health insurance option within thirty (30) calendar days of their appointment. For those employees who decide to opt out of the health insurance coverage payment will be calculated on a monthly pro-rata basis.

To be entitled to the payment referenced above, the unit member must produce proof of health insurance coverage from another source at the time of application.

Re-entry for those unit members or retirees participating in the voluntary buy-out shall be governed by the rules of the health insurance plan(s) provided for in this Agreement. Re-entry shall be conditioned upon such unit member repaying on a pro-rated basis 1/12<sup>th</sup> of buyout amount for each month remaining in the school year in question.

14.2.2 Employees shall participate in a mandatory buy-out of any District provided dual family coverage effective on the dates specified in Section 14.2.1 above. Employees required to participate in the mandatory health insurance buy-out and/or retired employees affected by same will be allowed re-entry to the District health insurance program subject to one of the following conditions:

a. Upon the death of the spouse whose policy provided coverage, provided that written evidence of said death is presented to the District.

b. Upon the divorce of the spouse whose policy provided the coverage, provided that written evidence of said divorce is presented to the District.

c. Upon involuntary termination of health insurance coverage for the spouse whose policy provided coverage, due to either termination of the spouses' employment, retirement of the spouse or other acts which through no participation by the spouse results in the termination of the spouses' coverage.

### **14.3 HEALTH INSURANCE IN RETIREMENT**

#### **14.3.1 Unit members hired on or before July 1, 2014:**

- Such unit members who retire prior to July 1, 2025 shall be entitled to fully funded retiree health insurance in retirement.
- Such unit members who retire on or after July 1, 2025 shall contribute 5% toward the cost of health insurance premiums in retirement.

Unit members hired after July 1, 2014:

- Such unit members contribute 10% toward the cost of health insurance premiums in retirement.

Retirement shall be defined as commencing at the time an employee draws benefits from the New York State Teachers Retirement System and/or the New York State Employees Retirement System.

Coverage for retired employees will be continued provided the following conditions are met:

14.3.2 The employee had at least ten (10) years of local service in the District. For unit members hired after July 1, 2014, the employee must have at least (15) years of local service in the District.

14.3.3 The employee had coverage in effect at least ten (10) years prior to retirement. Opting out of coverage pursuant to the provisions of 14.2 of this article shall constitute "coverage" for the purpose of qualification for insurance during retirement.

### **14.4 WELFARE TRUST FUND**

14.4.1 The Association shall create a trust fund pursuant to the rules of the Department of Labor and the laws of the State of New York and upon presentation by the Association to the district of documentation demonstrating the creation of a legal trust the District shall pay annually to the trustees for each full time employee an amount equal to \$1,250.

One quarter of the amount shall be paid on July 1, one quarter on October 1, one quarter on January 1, one quarter on April 1. Such payments will be adjusted according to the total

number of full time employees as of each quarterly payment. In each quarter the number of full time employees shall be determined by the full time equivalent of the total number of employees employed by the District.

District will make available a vision plan for all HTA unit members/retirees who elect health insurance with the District. The plan benefits will be equivalent to DEHIC vision coverage, as available. The cost of the vision plan will be shared with the same annual unit member contributions as designated with regard to health insurance contribution.

- 14.4.5 The District shall offer unit members and retirees vision insurance through the District. Active employees who elect to participate shall contribute towards premiums the same percentage they contribute towards health insurance premiums. Retirees who are eligible for retiree health insurance with the District shall contribute the same percentage they contribute towards retiree health insurance premiums.

## **ARTICLE XV**

### **PROFESSIONAL LEAVES**

#### **15.1 VISITATION DAYS**

- 15.1.1 The Building Principal may establish visitation days upon written request from members of their staff to allow attendance in classrooms of master employees.
- 15.1.2 The request shall outline all particulars of the proposed visit.
- 15.1.3 Any employee authorized to take visitation days shall present a written report to the Building Principal so that the educational value of the visit can be shared with the entire staff.
- 15.1.4 The written report shall be presented within fourteen (14) calendar days.

#### **15.2 SUBJECT AREA CONFERENCE**

- 15.2.1 Employees desiring to attend subject area conferences must submit their requests on the previous year's requisition.
- 15.2.2 At least two weeks prior to the conference date, a written estimate of proposed expenses must be submitted to the Building Principal.
- 15.2.3 The Building Principal shall review such estimates and submit a recommendation to the Superintendent of Schools.

- 15.2.4 Conference participants shall obtain the proper proof of payments and pertinent receipts during the conference trip and submit same to the Business Manager with a completed voucher for payment.
- 15.2.5 Payment upon receipt of all necessary receipts and information will be made within thirty (30) school days.
- 15.2.6 A written report shall be submitted, within fourteen (14) calendar days after return, for all conferences attended on school time or at District expense.
- 15.2.7 Conferences will be limited to one person from a subject area.
- 15.2.8 Four subject area conferences, with more than one participant, as approved by the Superintendent, will be allowed.

## **ARTICLE XVI**

### **EMPLOYEE PROTECTION**

#### **16.1 FAIR DISMISSAL**

- 16.1.1 No employee will be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. In any situation in which a superior, administrator or the Board may choose to confront an employee for the purpose of discipline or reprimand of a serious nature, the employee shall be advised prior to such conference as to the nature of the meeting and shall be given the opportunity to request the presence of an Association representative at that meeting.

SECTIONS 16.1.2, 16.1.3 and 16.1.4 SHALL APPLY ONLY TO PROBATIONARY TEACHERS

- 16.1.2 In the event that the District is considering the dismissal of an employee, it will provide at least one written warning and will schedule a meeting among the immediate supervisor, the employee and their Association representative for the purpose of improving their performance in order to continue their employment.
- 16.1.3 Following such a conference, if the District still determines that the employee should be dismissed, it will give said employee a minimum of sixty (60) calendar days written notice. The notice will specify the reasons for the dismissal.
- 16.1.4 Any employee properly excessed in accordance with State Education Law shall be given thirty (30) days' notice prior to the end of the school year. If such notice is not provided, the excessed employee shall be paid thirty (30) days' pay at the rate of 1/200th per day of their annual salary.

## 16.2 ABOLITION OF POSITIONS

- 16.2.1 All staff reductions and subsequent possible reappointment of staff through preferred eligibility will be completed in accordance with all applicable State Education Department regulations and laws.
- 16.2.2 If there is to be a reduction in the number of staff positions:
- 16.2.3 The Board and the Association will attempt to meet the reduction by attrition (i.e., retirement, etc.)
- 16.2.4 The abolishment of positions and subsequent possible reappointment of excessed teachers will be completed in accordance with New York State Educational Law.
- 16.2.5 Nothing herein shall be construed to be a no-layoff provision, excluding §4.3.2.
- 16.2.6 The district shall make a good faith effort to give first preference for employment to any excessed teachers who are interested in working as per diem substitutes.

## ARTICLE XVII GRIEVANCE PROCEDURE

### 17.1 A GRIEVANCE

- 17.1.1 A grievance shall mean a complaint by an employee in the bargaining unit that:

There has been a misapplication, misinterpretation, violation or inequitable application of this Agreement.

As used in this Article, the term employee shall mean:

1. An individual employee, or;
2. A group of employees, or;
3. The Association.

### 17.2 STEPS

**Step 1:** The employee shall discuss the matter with their principal and/or immediate supervisor. The employee may be represented by a representative of the Association or any other representative. If the discussion does not resolve the grievance the employee or the Association shall submit the grievance in writing to the principal, and the principal and/or the immediate supervisor shall give the employee a written answer within ten (10) school days. The written grievance shall contain a statement identifying the specific articles the complainant believes have been violated. A copy of the answer shall be given to the Association.

**Step 2:** If the grievance is not resolved at Step 1, the employee or their representative may, within ten (10) school days, submit the grievance, in writing, to the Superintendent of Schools. The Superintendent of Schools shall set up a conference to be held within ten (10) school days of submission of the grievance to them. The employee and/or their representative shall be present at the conference to meet with the Superintendent of Schools to discuss the grievance in an attempt to resolve it.

The Superintendent of Schools shall furnish the employee and the Association their decision, in writing, within ten (10) school days of the conference.

**Step 3:** In the event that the preceding steps have failed to resolve the dispute to the satisfaction of the Association Grievance Committee, the grievance may be advanced to arbitration, provided a notice of intent to arbitrate is filed within ten (10) school days. Both the Board of Education and the Association shall have the right to request a hearing of the grievance prior to arbitration. Requests for such hearings shall be made within ten (10) school days after the intent to arbitrate is filed. Such hearing shall be held with the Board of Education or a sub-committee thereof in executive session within ten (10) school days after notification of the hearing is filed. In the event that no such request is made, the grievance will proceed immediately to arbitration, as provided in Step 4 below. The Board of Education shall render its decision within ten (10) school days of the hearing.

**Step 4:** If either the Board of Education or the Association elects to proceed to a Board hearing rather than arbitration, and if the decision of the Board of Education is not satisfactory to the employee or the Association, the Association may, within ten (10) school days of receipt of the Board's decision, demand arbitration by filing a written demand for arbitration with the American Arbitration Association. Arbitration will then proceed pursuant to the voluntary labor arbitration rules of the American Arbitration Association.

### 17.3 GENERAL

17.3.1 The arbitrator's hearing shall be held in the Highland Central School District. The arbitrator shall hear and decide the case, or cases, that were set before them by the notice of arbitration. The arbitrator shall be bound by this agreement. They shall have no power to delete or modify the provision of this agreement.

17.3.2 The arbitrator shall have the power to make awards, to fix back pay and other compensations. Their decision and award shall be in writing and shall be submitted to the parties within thirty (30) calendar days of the conclusion of the hearing.

17.3.3 The decision and award of the arbitrator shall be binding.

17.3.4 All fees and expenses of the American Arbitration Association and the Arbitrator shall be shared equally by the District and the Association.



#### **17.4 TIME LIMITS**

- 17.4.1 A grievance shall be deemed waived unless submitted at the first applicable step of the grievance procedure as outlined herein within thirty (30) calendar days of the date upon which the aggrieved party knew of the events or conditions on which it is based.
- 17.4.2 Since it is important to good relationships that the grievance be processed as rapidly as possible, the number of days at each stage should be considered a maximum and every effort should be made to expedite the process. The time limits may, however, be extended by mutual agreement.
- 17.4.3 Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party, their representative and the Association within the specified time limits shall permit the lodging of an appeal at the next stage of the procedure within the time which should have been allotted had the decision been communicated by the final day.
- 17.4.4 In the event a grievance is filed at such time that it cannot be processed through all stages in this grievance procedure by the end of the school year, the time limits set forth herein may be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

#### **17.5 BASIC PRINCIPLES**

- 17.5.1 Except for informal decisions, which may arise at Step 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.
- 17.5.2 If a grievance affects a group of employees and appears to be associated with system-wide policies, it may be submitted by the Association directly to the Superintendent at Step 2. A grievance may be filed at the Superintendent's stage of the procedure if no remedy is possible at any lower stage of the procedure.
- 17.5.3 The preparation and processing of grievances at all stages insofar as practicable shall be conducted during the hours of employment. 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.
- 17.5.4 When any hearings or conferences are held, under this section, on school time, employees who are entitled to be present at the hearing or conference shall be excused with pay for that purpose, without loss of sick or personal days.
- 17.5.5 The Board of Education and the Association agree to facilitate any investigation which may be required to make available any and all material and relevant documents, communications and records concerning the alleged grievance.

- 17.5.6 The aggrieved party and any part in interest shall have the right at all stages of the grievance to confront and cross-examine all witnesses called against them and to testify and to call witnesses on their own behalf, and to be furnished with a copy of any minutes of the proceeding made at each and every stage of this grievance procedure.
- 17.5.7 No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by the Board or any member of the administration against the aggrieved party, any party of 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.
- 17.5.8 All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel file of the participants.
- 17.5.9 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 formally 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 of ruling binding upon either of the parties of this agreement in future proceedings.

## **ARTICLE XVIII**

### **REMUNERATION**

#### **18.1 SALARY**

Salaries shall be paid in each year of this agreement as per the applicable salary schedule:

Effective July 1, 2023: Eliminate Step A, Increase Steps 1-19 by \$3,000, Increase Step 20 by 2.5%

Effective July 1, 2024: Increase Steps 1-19 by 3%, Increase Step 20 by 2.5%

Effective July 1, 2025: Increase Steps 1-19 by 3%, Increase Step 20 by 2.5%

Effective July 1, 2026: Increase Steps 1-20 by 2.5%

#### **18.2 LONGEVITY**

- 18.2.1 Employees shall receive longevity calculated upon service credited upon initial employment (i.e., Step placement) and actual service in the District.
- 18.2.2 Longevity will start at the beginning of the anniversary year.
- 18.2.3 Payments will be as follows:

<b>Years of Service</b>	<b>Effective 7/1/23</b>	<b>Effective 7/1/24</b>	<b>Effective 7/1/25</b>
21-22	\$3,145	\$3,895	\$4,645
23-24	\$6,215	\$6,965	\$7,715
25-26	\$9,285	\$10,035	\$10,785
27+	\$12,355	\$13,105	\$13,855

[Effective with the 2013-2014 School Year] Permanent, contractual one-time non-cumulative payment of \$3,000 for 29 years of employment in the Highland School District.\*  
(This payment will not add to the base salary.)

\* Unit members with board approved separation agreements with the District are not eligible for these additional payments.

[Effective with the 2013-2014 School Year] Permanent, contractual one-time non-cumulative payment of \$6,000 for 30 years of employment in the Highland School District.\*  
(This payment will not add to the base salary.)

\* Unit members with board approved separation agreements with the District are not eligible for these additional payments.

#### **18.2.4 RETIREMENT INCENTIVE**

SEE APPENDIX A

#### **18.3 COACHES LONGEVITY**

18.3.1 A person who has been coaching ten or more consecutive years in the same sport will receive a longevity payment of an additional 10% to their coaching salary each year.

18.3.2 Coaches who are required to stay overnight with a team/individual player for post season travel will be compensated with chaperone pay.

#### **18.4 METHOD OF PAYMENT**

18.4.1 Employees will be paid in 21 or 22 installments every other week from September through June based on the scheduled school year's length or 26 pays. The first installment shall occur during the first two weeks of September.

18.4.2 Every employee will have the option to select payment on a 10 or 12 month basis.

18.4.3 Employees selecting the 12 month option will receive the entire balance of their salary with their last paycheck of the school year.

18.4.4 Notwithstanding the provisions set forth above, the parties agree that the payment of salary shall be in conformity with Section 3015 of the Education Law.

## 18.5 SALARY STATEMENTS

Salary statements will include the following information:

- Number of years of local service
- Number of years of previous service
- Tenure
- Special Compensation
- Credit Hours
- Local Service Payments

## 18.6 GRADUATE AND IN-SERVICE CREDITS

- 18.6.1 Annual salaries shall be increased at the stipulated rate for additional semester hours of study approved by the Board up to a maximum of **ninety (90)** credits beyond the Bachelor's degree and **ninety (90)** credits beyond the Master's degree. No credit shall be allowed for points necessary to complete provisional certification.
- 18.6.2 It is not possible for the credit criteria to cover all areas of request for course approval. While administrative approval is required for all courses, the criteria set forth will be used as a guide for those areas listed below. Courses must be from an accredited degree granting institution on a graduate level.
- 18.6.3 The Superintendent of Schools shall give authorization and salary credit shall be granted for courses in the following areas:
- 18.6.4 Courses in teaching methodology.
- 18.6.5 Courses related to the applicant's assignments.
- 18.6.6 Courses prescribed by permanent certification requirements in the teaching assignment currently held by the applicant.
- 18.6.7 Courses prescribed by a college for a degree as determined by proof of matriculation where the degree or courses are in the approved field of education.
- 18.6.8 Courses requested by the administration for the improvement of the teacher (not to include in-service courses.)
- 18.6.9 Applications shall be submitted to the Superintendent of Schools for prior approval. Where registration difficulties develop, the Superintendent shall review the appropriateness of the substitute course(s) actually taken.
- 18.6.10 Salary credit will not be granted for:
- 18.6.11 Correspondence and TV courses.

18.6.12 Courses in adult or continuing education.

18.6.13 Courses leading to a new profession outside the field of education.

18.6.14 Courses previously approved but for which a passing grade is not received. All post graduate credits beyond Masters' Degree must attain a "B" or better.

18.6.15 Courses which duplicate previously taken courses.

18.6.16 Courses which are not properly documented by official transcript.

18.6.17 Under-graduate courses.

18.6.18 Courses which are older than five (5) years at the time of application.

## **18.7 PAYMENT**

18.7.1 Courses sponsored by, in connection with, or under the sponsorship of the American Field Service for graduate credit through a college or university will be paid for at the rate of one graduate credit for each such two credits.

18.7.2 Approved credits shall be paid according to the attached salary schedules in blocks of three (3) credits.

18.7.3 If substantiating credentials are received by October 15, the full credit increment will be paid.

18.7.4 If substantiating credentials are received by March 15, one half the credit increments will be paid.

## **18.8 APPLICATION**

18.8.1 Applications for approval of new credits must be made by October 1st and March 1st.

18.8.2 Substantiating credentials must be presented by October 15th or March 15th to receive the increment at the beginning of the semester.

18.8.3 In the event the District does not receive substantiating credentials prior to the specified dates and the teacher presents a properly addressed certified mail receipt, dated at least thirty days prior to the specified dates, the Teacher shall be held harmless from monetary loss.

## **18.9 IN-SERVICE CREDITS**

- 18.9.1 In-Service credits require written application to the Superintendent of Schools and approval by the Board prior to commencing the course.
- 18.9.2 Approved In-Service credit courses will be subject to the same qualifying conditions as graduate credits.
- 18.9.3 Remuneration for approved In-Service courses will be reflected in the teacher's salary at the same rate and manner as graduate credits.
- 18.9.4 In-Service credits, earned prior to advancing to the next schedule, may account for no more than half the total credits required to advance to the next schedule.
- 18.9.5 Graduate / In-service credits as follows:

Steps 1 & 2	\$75.50	Steps 3 +	\$77.39
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## **18.10 ASSIGNMENT DURING SUMMER RECESS**

- 18.10.1 Schedules assigned and mandated by the District during the summer recess will be compensated for at the rate of 1/200ths of the employee's annual salary for each day worked. The District shall have the right to seek volunteers for non-mandated activities at the rate of **\$40** per hour

## **18.11 GRADE LEVEL/SUBJECT AREA COORDINATORS**

- 18.11.1 Grade level/subject area coordinators, team leaders, and department chairs shall be paid \$1,600 regardless of the number of members of the Department.
- 18.11.2 High School Department Chairs and the Visual Arts Coordinator at the High School who are required to undertake a duty assignment shall receive an additional stipend of \$500. It is expressly understood that Team Leaders, Grade Level Coordinators and K-12 Coordinators in the other buildings are required to perform duty assignments for no additional compensation beyond the stipended amount that appears in the parties' Collectively Negotiated Agreement.

## **18.12 CHAPERONE DUTIES**

- 18.12.1 Sports Chaperones:
  - Sports Home Events:
    - Chaperones shall receive \$45 per event that is two hours or less, \$55 per event that is more than two hours but less than 4 hours in duration, \$80 for events between 4 hours and 6 hours and \$125 for events more than 6 hours duration.

Sports Away Events:

Chaperones shall receive \$55 per event that is two hours or less, \$65 per event that is more than two hours but less than 4 hours in duration, \$90 for events between 4 hours and 6 hours and \$125 for events more than 6 hours duration.

Non-Sports Chaperones:

Home events: **\$45**

Away events: **\$55**

Whether home or away, over four (4) hours will be considered two (2) events

**18.13 EXTRA CURRICULAR ACTIVITIES**

18.13.1 Salaries for extracurricular and interscholastic activities will be paid as per the attached appendices.

**18.13.2 FORMATION OF INSTRUCTIONAL AND EXTRA CURRICULAR CLUBS OR ACTIVITIES**

If a new club/extra-curricular activity is initiated by an HTA member, then the member will not receive any compensation for the first year that the club/extra-curricular activity is in existence. At the end of the first year, the parties will evaluate the viability of the new club/extra-curricular activity and if the District decides to continue the new club/extra-curricular activity beyond the first year of existence, the parties will negotiate the compensation for the new club/extra-curricular activity. This provision does not apply when it is the District that initiates a new club/extra-curricular activity. If the District initiates the new club/extra-curricular activity, the parties will negotiate compensation for the new club/extra-curricular activity.

**18.14 ANNUAL SALARY**

18.14.1 Annual salary includes the salary, as per the applicable salary schedule, increments, academic credit(s), and longevity.

**18.15 SCHOOL NURSES**

School nurses shall be paid in accordance with the salary schedule set forth as Appendix \_ to this Agreement.

18.15.1 School nurses shall be employed for the life of this Agreement subject only to dismissal for just causes using the procedures of Article XVII herein.

18.15.2 Any hours worked between 35 and 40 hours during the workweek shall be paid at straight time. Any hours worked in excess of 40 hours in a workweek shall be paid at the rate of time and one half.

18.15.3 Effective July 1, 2022, in addition to the 184 required work days set forth within this agreement, registered nurses shall be required to work an additional seventy (70) hours during the months of July and/or August, and an additional seventy (70) hours during the period of September 1<sup>st</sup> through June 30<sup>th</sup>. Except where provided below, registered nurses shall not receive additional compensation for working the required additional 140 hours as such hours are factored into the salary schedules. However, if a registered nurse works more than the required 140 hours over the course of the work year, they shall receive their regular hours rate for any hours worked in excess of the 140 hours. For example, if a nurse works an additional 150 hours over the course of the work year, they shall receive compensation for ten (10) additional work hours.

18.15.4 When and why the additional hours are to be worked shall be subject to the approval of the building principal.

18.15.5 Overtime Pay:

i. For the 140 required additional hours: if a nurse works more than forty (40) hours in a work week, and the additional hours worked were part of the 140 additional hours required, they will be entitled to additional pay in the amount of 0.5 times their hourly rate for all hours worked in excess of forty hours. For example, if a nurse was making \$30.00 per hour, and worked forty-one hours in a workweek, and all of the additional hours worked were part of the 140 required additional hours, the only additional compensation they would be entitled to is \$15.00 (0.5 times their hourly rate) for the one hour of overtime (one hour in excess of forty hours).

ii. For any hours worked beyond the required 140 hours: If a nurse works more than forty (40) hours in a work week, and they already completed the additional 140 required hours, then the nurse shall be entitled to time and one half pay for all hours worked in excess of 40 hours in one week. For example, if a nurse had already completed their 140 additional hour requirement, and worked forty-one hours in a work week, they would be entitled to additional compensation of five (5) hours at their regular hourly rate, and one (1) hour at time and one half.

## **18.16 REGULAR PART-TIME EMPLOYEES**

18.16.1 Regular part-time employees shall be compensated at a rate determined by dividing the number of hours employed by the total number of hours in the school day specified in Article IV, Section 1.1 above when such employees are employed in the Elementary School, or employed in the Middle or High School, but not assigned on a regular period basis, that is, school nurses, school psychologist, librarian, guidance counselor, speech therapist, social worker and similar employees. Regular part-time employees who are assigned to work on a regular period basis shall be compensated by dividing the number of periods worked per day by five, or the number of periods worked per week by twenty-five.

18.16.2 All part time employees 0.4 FTE and below will have their contractual benefits prorated proportionately to their FTE.



#### **18.17 TEACHER COMPENSATION FOR ADDITIONAL CLASS OR LAB INSTRUCTION**

At the beginning of each school year, the principal in each building shall establish a list of unit member volunteers to cover classes and labs during the unit member volunteer's preparation period, lunch, or duty. The list shall be periodically updated and modified to reflect changes of assignment that occur during the school year. Priority shall be given to teachers certified in the area to be covered.

When a substitute or staff member is not available, a unit member from the list above who agrees to teach an additional class or lab shall be compensated at the rate of thirty (\$30.00) dollars for each additional class or lab taught. Such additional compensation shall not apply to situations where a unit member voluntarily agrees to cover another unit member's class or lab so that such unit member may attend to personal business. The term "teach" for the purpose of this provision shall be construed to mean the implementation of an assigned lesson plan or, where no such assignment exists, the implementation of a lesson plan during such class or lab period.

#### **18.18 NATIONAL BOARD CERTIFICATION**

18.18.1 Any teacher possessing a National Board Certification shall receive an annual stipend of \$1,500. The District shall not reimburse teachers for the cost of obtaining a National Board Certification.

#### **18.19 DOCTORATE DEGREE STIPEND**

18.19.1 Any teacher possessing a Doctorate Degree in the field of Education or the content area in which they teach, shall receive an annual stipend of \$1,500.

#### **18.20 DIRECT DEPOSIT**

18.20.1 Direct deposit of the paycheck of each unit member, to the financial institution of the unit member's choice, shall be required except that under extenuating circumstances approved by the Superintendent of School or their designee, a paper check may be issued.

Each employee shall be provided with a statement of gross earnings and a statement of deductions made through direct deposit through the online program utilized by the District. No paper check stubs shall be issued.

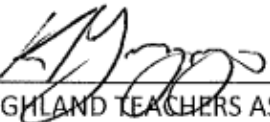
**ARTICLE XIX**  
**MISCELLANEOUS**

- 19.1 With respect to matters not covered by this Agreement, the District agrees that it will make no changes affecting the terms and conditions of employment of its employees without good faith negotiations with the Association.
- 19.2 Any individual arrangement, agreement, or contract between the Board and an individual employee concerning matters which are covered by this Agreement shall be subject to and consistent with the terms and conditions of this Agreement.
- 19.3 This Agreement shall supersede any rules, regulations or practices of the District relating to terms and conditions of employment and the administration of grievances which shall be contrary to or inconsistent with its terms.
- 19.4 Copies of this Agreement shall be made available at the expense of the District and given to all unit members now employed or hereafter employed by the District.

**ARTICLE XX**  
**RATIFICATION**

**We, the undersigned Superintendent of Schools and President of the Association, certify that this Agreement has been ratified by our respective bodies.**

Dated: March 14, 2023

By:   
HIGHLAND TEACHERS ASSOCIATION

By:   
HIGHLAND CENTRAL SCHOOL DISTRICT

## APPENDIX A – RETIREMENT INCENTIVE

### MEMORANDUM OF AGREEMENT (“hereinafter “MOA”)

**THIS AGREEMENT**, by and between Highland Central School District (the “Employer”) and the Highland Teachers’ Association (the “Association”), does hereby amend the terms of the existing collective bargaining agreement (“CBA”) that governs the employment relationship between Employer and the Association, as follows:

The Employer and Association agree to the following:

1. **No Cash Option** No employee may receive cash in lieu of or as an alternative to any of the Employer’s Non-elective Contribution(s) described herein.
2. **Contribution Limitations** In any applicable year, the maximum Employer Contribution shall not cause an employee’s 403(c)(1) of the Code, as adjusted for cost-of-living increases. For Employer Non-elective Contributions made post-employment to former employees’ 403(b) account, the Contribution Limit shall be based on the employee’s compensation, as determined under Section 403(b)(3) of the Code and in any event, no Employer Non-elective Contribution shall be made on behalf of such former employee after the fifth taxable year following the taxable year in which the employee terminated employment.

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

- A. For all members in the New York State Teachers’ Retirement System (“TRS”) with a Membership date before June 17, 1971<sup>1</sup>, the Employer shall first make an Employer Non-elective Contribution up to the Contribution Limit of the *Internal Revenue Code* and then pay any excess amount as compensation directly to the Employee. In no instance shall the Employee have any rights to, including the ability to receive, any excess amount as compensation unless and until the Contribution Limit of the *Internal Revenue Code* are fully met through payment of the Employer’s Non-elective Contribution; and

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

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

B. For all members in the New York State Teachers' Retirement System ("TRS") with a membership date in the TRS on or after June 17, 1971, and for all members in the New York State Employees' Retirement System regardless of their membership date, the Employer shall first make an Employer Non-elective Contribution up to the Contribution Limit of the *Internal Revenue Code*. To the extent that the Employer Non-elective Contribution exceeds the Contribution Limit, such excess shall be reallocated to the Employee the following year as an Employer Non-elective Contribution (which Contribution shall not exceed the maximum amount permitted under the Code), and in January of each subsequent year for up to four (4) years after the year of the Employee's employment severance, until such time as the Employer Non-elective Contribution is fully deposited into the Employee's 403(b) account. In no case shall the Employer Non-elective Contribution exceed the Contribution Limit of the *Internal Revenue Code*.

3. **403(b) Accounts** Employer contributions shall be deposited into the 403(b) account selected by employee to receive Employer contributions, provided such account will accept Employer Non-elective Contributions. If the employee does not designate a 403(b) account to receive Employer's Contributions, or if the account designated will not accept Employer's Non-elective Contributions for any reason, then Employer shall deposit contributions, in the name of the employee, into the endorsed 403(b) program.
4. **Tier I Adjustments** Tier I members with membership dates prior to June 17, 1971, Employer Non-elective Contribution hereunder will be reported as non-regular compensation to the New York State Teachers' Retirement System.
5. This MOA shall be subject to IRS regulations and rulings. Should any portion be declared contrary to law, then such portion shall not be deemed valid and subsisting, but all other portions shall continue in full force and effect. As to those portions declared contrary to law, the Association and Employer shall promptly meet and alter those portions in order to provide the same or similar benefit(s) which conform, as closest as possible, to the original intent of the parties.
6. This MOA shall further be subject to the approval of the 403(b) Provider, which shall review the MOA solely as a matter of form and as the provider of investment products designed to meet the requirements of Section 403(b) of the *Internal Revenue Code*. Upon request, ING Life Insurance and Annuity Company ("ILIAC") agrees to provide the Employer with ILIAC's standard hold harmless agreement where the Employer has selected ILIAC as the provider of 403(b) accounts for receipt of Employer Non-elective Contributions.
7. Both the Employer and Employee are responsible for providing accurate information to the 403(b) Provider. This information includes both Elective and Employer Non-elective Contributions and the amount of the participant's Includible Compensation.

## **8. Retirement Incentive for Schools Years Commencing with 2023-2024:**

The Employer agrees to make an Employer Non-elective Contribution to the 403(b) account of each covered employee who submits to the Employer no later than February 1st of the year of retirement an irrevocable letter of resignation for retirement purposes to be effective June 30th of that year. However, in the event an employee wishes to retire earlier than June 30th of that year, the employee may do so provided they submit their irrevocable letter of resignation for retirement purposes a minimum of five (5) months in advance of their anticipated retirement date.

The employee must be first eligible to retire without penalty under the rules and regulations of the New York State Teachers Retirement System during that year. The employee shall be required to submit documentation to the District from the New York State Teachers Retirement System demonstrating that they are in their first year of eligibility to retire without penalty.

The total amount of the Employer's Non-elective Contribution for each eligible employee shall equal \$21,000 and shall be made in two equal payments. The first payment shall be made no later than June 30th of that school year and the second payment shall be made no later than September 30th of the following school year. Those unit members with Board approved separate agreements with the District are not eligible for this incentive payment.

## APPENDIX B – SALARY SCHEDULES

Effective: 7/1/2023

HTA Salary Schedule
2023-2024 School Year

Step	BA	BA30	MA	MA30	MA60	OT	NURSE	Credit Rate
1	\$52,024	\$54,760	\$55,628	\$58,363	\$61,096	\$49,872	\$48,960	\$75.50
2	\$56,252	\$58,988	\$59,154	\$62,592	\$65,324	\$51,676	\$52,924	\$75.50
3	\$61,397	\$64,199	\$65,085	\$67,890	\$70,694	\$53,233	\$57,748	\$77.39
4	\$63,076	\$65,880	\$66,767	\$69,571	\$72,376	\$54,841	\$59,321	\$77.39
5	\$64,758	\$67,564	\$68,451	\$71,253	\$74,059	\$56,500	\$60,899	\$77.39
6	\$66,442	\$69,245	\$70,133	\$72,935	\$75,739		\$62,477	
7	\$68,123	\$70,929	\$71,816	\$74,620	\$77,421		\$64,054	
8	\$70,077	\$72,879	\$73,766	\$76,569	\$79,374		\$65,886	
9	\$72,028	\$74,830	\$75,720	\$78,524	\$81,325		\$67,714	
10	\$73,982	\$76,783	\$77,673	\$80,475	\$83,278		\$69,546	
11	\$75,934	\$78,737	\$79,626	\$82,429	\$85,232		\$71,376	
12	\$77,884	\$80,689	\$81,574	\$84,380	\$87,185		\$73,205	
13	\$79,840	\$82,642	\$83,533	\$86,335	\$89,136		\$75,037	
14	\$81,793	\$84,594	\$85,481	\$88,287	\$91,091		\$76,869	
15	\$83,745	\$86,550	\$87,436	\$90,241	\$93,045		\$78,699	
16	\$85,699	\$88,502	\$89,389	\$92,190	\$94,994			
17	\$87,653	\$90,453	\$91,340	\$94,145	\$96,947			
18	\$89,539	\$92,405	\$93,294	\$96,095	\$98,901			
19	\$91,554	\$94,359	\$95,248	\$98,049	\$100,852			
20	\$102,401	\$105,571	\$106,575	\$109,744	\$112,916			

## APPENDIX B – SALARY SCHEDULES

Effective: 7/1/2024

HTA Salary Schedule
2024-2025 School Year

Step	BA	BA30	MA	MA30	MA60	OT	NURSE	Credit Rate
1	\$53,585	\$56,403	\$57,297	\$60,114	\$62,929	\$51,369	\$50,429	\$75.50
2	\$57,940	\$60,758	\$60,929	\$64,470	\$67,284	\$53,227	\$54,512	\$75.50
3	\$63,239	\$66,125	\$67,038	\$69,927	\$72,815	\$54,830	\$59,481	\$77.39
4	\$64,969	\$67,857	\$68,771	\$71,659	\$74,548	\$56,487	\$61,101	\$77.39
5	\$66,701	\$69,591	\$70,505	\$73,391	\$76,281	\$58,195	\$62,726	\$77.39
6	\$68,436	\$71,323	\$72,237	\$75,124	\$78,012		\$64,352	
7	\$70,167	\$73,057	\$73,971	\$76,859	\$79,744		\$65,976	
8	\$72,180	\$75,066	\$75,979	\$78,867	\$81,756		\$67,863	
9	\$74,189	\$77,075	\$77,992	\$80,880	\$83,765		\$69,746	
10	\$76,202	\$79,087	\$80,004	\$82,890	\$85,777		\$71,633	
11	\$78,213	\$81,100	\$82,015	\$84,902	\$87,789		\$73,518	
12	\$80,221	\$83,110	\$84,022	\$86,912	\$89,801		\$75,402	
13	\$82,236	\$85,122	\$86,039	\$88,926	\$91,811		\$77,289	
14	\$84,247	\$87,132	\$88,046	\$90,936	\$93,824		\$79,176	
15	\$86,258	\$89,147	\$90,060	\$92,949	\$95,837		\$81,060	
16	\$88,270	\$91,158	\$92,071	\$94,956	\$97,844			
17	\$90,283	\$93,167	\$94,081	\$96,970	\$99,856			
18	\$92,226	\$95,178	\$96,093	\$98,978	\$101,869			
19	\$94,301	\$97,190	\$98,106	\$100,991	\$103,878			
20	\$104,961	\$108,211	\$109,240	\$112,488	\$115,739			



## APPENDIX B – SALARY SCHEDULES

Effective: 7/1/2025

HTA Salary Schedule
2025-2026 School Year

Step	BA	BA30	MA	MA30	MA60	OT	NURSE	Credit Rate
1	\$55,193	\$58,096	\$59,016	\$61,918	\$64,817	\$52,911	\$51,942	\$75.50
2	\$59,679	\$62,581	\$62,757	\$66,405	\$69,303	\$54,824	\$56,148	\$75.50
3	\$65,137	\$68,109	\$69,050	\$72,025	\$75,000	\$56,475	\$61,266	\$77.39
4	\$66,919	\$69,893	\$70,835	\$73,809	\$76,785	\$58,182	\$62,935	\$77.39
5	\$68,703	\$71,679	\$72,621	\$75,593	\$78,570	\$59,941	\$64,608	\$77.39
6	\$70,490	\$73,463	\$74,405	\$77,378	\$80,353		\$66,283	
7	\$72,273	\$75,249	\$76,191	\$79,165	\$82,137		\$67,956	
8	\$74,346	\$77,318	\$78,259	\$81,234	\$84,209		\$69,899	
9	\$76,415	\$79,388	\$80,332	\$83,307	\$86,278		\$71,839	
10	\$78,489	\$81,460	\$82,405	\$85,377	\$88,351		\$73,782	
11	\$80,560	\$83,533	\$84,476	\$87,450	\$90,423		\$75,724	
12	\$82,628	\$85,604	\$86,543	\$89,520	\$92,496		\$77,665	
13	\$84,704	\$87,676	\$88,621	\$91,594	\$94,566		\$79,608	
14	\$86,775	\$89,746	\$90,688	\$93,665	\$96,639		\$81,552	
15	\$88,846	\$91,822	\$92,762	\$95,738	\$98,713		\$83,492	
16	\$90,919	\$93,893	\$94,834	\$97,805	\$100,780			
17	\$92,992	\$95,963	\$96,904	\$99,880	\$102,852			
18	\$94,993	\$98,034	\$98,976	\$101,948	\$104,926			
19	\$97,131	\$100,106	\$101,050	\$104,021	\$106,995			
20	\$107,586	\$110,917	\$111,971	\$115,301	\$118,633			



## APPENDIX B – SALARY SCHEDULES

Effective: 7/1/2026

HTA Salary Schedule
2026-2027 School Year

Step	BA	BA30	MA	MA30	MA60	OT	NURSE	Credit Rate
1	\$56,573	\$59,549	\$60,492	\$63,466	\$66,438	\$54,234	\$53,241	\$75.50
2	\$61,171	\$64,146	\$64,326	\$68,066	\$71,036	\$56,195	\$57,552	\$75.50
3	\$66,766	\$69,812	\$70,777	\$73,826	\$76,875	\$57,887	\$62,798	\$77.39
4	\$68,592	\$71,641	\$72,606	\$75,655	\$78,705	\$59,637	\$64,509	\$77.39
5	\$70,421	\$73,471	\$74,437	\$77,483	\$80,535	\$61,440	\$66,224	\$77.39
6	\$72,253	\$75,300	\$76,266	\$79,313	\$82,362		\$67,941	
7	\$74,080	\$77,131	\$78,096	\$81,145	\$84,191		\$69,655	
8	\$76,205	\$79,251	\$80,216	\$83,265	\$86,315		\$71,647	
9	\$78,326	\$81,373	\$82,341	\$85,390	\$88,435		\$73,635	
10	\$80,452	\$83,497	\$84,466	\$87,512	\$90,560		\$75,627	
11	\$82,574	\$85,622	\$86,588	\$89,637	\$92,684		\$77,618	
12	\$84,694	\$87,745	\$88,707	\$91,758	\$94,809		\$79,607	
13	\$86,822	\$89,868	\$90,837	\$93,884	\$96,931		\$81,599	
14	\$88,945	\$91,990	\$92,956	\$96,007	\$99,055		\$83,591	
15	\$91,068	\$94,118	\$95,082	\$98,132	\$101,181		\$85,580	
16	\$93,192	\$96,241	\$97,205	\$100,251	\$103,300			
17	\$95,317	\$98,363	\$99,327	\$102,377	\$105,424			
18	\$97,368	\$100,485	\$101,451	\$104,497	\$107,550			
19	\$99,560	\$102,609	\$103,577	\$106,622	\$109,670			
20	\$110,276	\$113,690	\$114,771	\$118,184	\$121,599			

## APPENDIX C – INSTRUCTIONAL & EXTRACURRICULAR STIPENDS

DISTRICT WIDE	
Music Coordinator (K-12)	\$1,600
Visual Arts Coordinator (K-12)	\$1,600

ELEMENTARY SCHOOL	
Art Club Advisor	\$1,176
Garden Club Advisor	\$600
Grade Level Coordinators (6)	\$1,600
Subject Area Coordinator (AIS Reading)	\$1,600
Subject Area Coordinator (AIS Math)	\$1,600
Special Education Coordinator (K-2)	\$1,600
Special Education Coordinator (3-5)	\$1,600
Yearbook Advisor	\$1,707

## APPENDIX C – INSTRUCTIONAL & EXTRACURRICULAR STIPENDS

MIDDLE SCHOOL	
Art Club Advisor	\$1,176
Chess Club Advisor	\$1,176
Dignity For All/Gay Straight Alliance Advisor	\$1,188
Grade/Subject Level Coordinators (3)	\$1,600
Intramurals - Boys	\$1,657
Intramurals - Girls	\$1,657
Jazz Band Advisor	\$1,707
Multi-Cultural Club Advisor	\$1,169
Musical Music Director	\$1,169
Musical Play Director	\$1,870
National Junior Honor Society Advisor	\$744
Peer Leader Advisor	\$1,457
Peer Leadership Assistant	\$834
Peer Mediation Advisor	\$1,457
Reading Club Advisor	\$644
Science Club Advisor - Sixth Grade	\$1,176
Science Club Advisor - Seventh/Eighth Grade	\$1,176
Science Olympiad Advisors (2)	\$645
School Newspaper Advisor	\$1,457
School Play Advisor	\$1,620
School Store Advisor	\$1,544
Special Education Coordinator	\$1,600
Student Council Advisor	\$1,369
Yearbook Advisor	\$1,707

## APPENDIX C – INSTRUCTIONAL & EXTRACURRICULAR STIPENDS

HIGH SCHOOL			
Art Club Advisor	\$1,176	Peer Leadership Advisor	\$1,457
Band Director *No Longer Used	\$1,707	Peer Leadership Assistant	\$834
Chess Club Advisor	\$1,176	Peer Mediation Advisor	\$1,457
Department Chairs (5)	\$1,600	People Who Code Advisor	\$1,176
Fed Challenge Club Advisors (2)	\$645	SADD Advisor	\$1,146
Freshman Class Advisor	\$956	School Newspaper Advisor	\$1,544
Freshman Class Assistant	\$744	School Store Advisor	\$1,707
Future Medical Prof Club Advisor	\$645	Science Olympiad Advisors (2)	\$645
Gay/Straight Alliance Advisor	\$1,188	Ski Club Advisor	\$600
Interact Club Advisor	\$1,544	Sophomore Class Advisor	\$956
Junior Class Advisor	\$956	Sophomore Class Assistant	\$744
Junior Class Assistants (2)	\$750	Special Olympics Advisor	\$1,169
Junior School Play Advisor	\$1,620	Special Education Coordinator	\$1,600
Junior Youth Peer Leaders Advisors (2)	\$1,500	Senior Class Advisor	\$956
Math Team Advisor	\$1,082	Senior Class Assistants (2)	\$744
Mock Trial/Oratory Advisor	\$1,082	Senior School Play Advisor	\$1,620
Model UN Advisor	\$1,176	Student Council Advisor	\$1,544
Multi-Cultural Club Advisor	\$1,169	Video Club Advisor	\$1,176
Musical Music Director	\$1,169	Weight Room Supervisor (per season)	\$500
Musical Play Director	\$1,870	World Language Club Advisor	\$1,176
National Honor Society Advisor	\$744	Yearbook Advisor	\$2,033
National Honor Society Assistant	\$477	Yoga & Fitness Club Advisor	\$1,000

## APPENDIX D – COACHING STIPENDS

FALL SEASON	
Cheerleading Head - Varsity	\$2,750
Cheerleading Assistant - Varsity	\$1,002
Cross Country Head - Varsity	\$3,000
Cross Country Head - Modified	\$1,800
Football Head - Varsity	\$6,000
Football Assistants (2) - Varsity	\$3,242
Football Head - Modified A	\$3,829
Football Assistants (2) - Modified A	\$2,767
Golf - Varsity Boys	\$3,100
Soccer Head - Varsity Boys	\$4,200
Soccer Head - JV Boys	\$2,700
Soccer Head - Modified Boys	\$2,050
Soccer Head - Varsity Girls	\$4,200
Soccer Head - JV Girls	\$2,700
Soccer Head - Modified Girls	\$2,050
Swimming Head - Varsity Girls	\$3,000
Tennis Head - Varsity Girls	\$3,000
Volleyball Head - Varsity	\$4,200
Volleyball Head - JV	\$2,700
Volleyball Head - Modified	\$1,800

## APPENDIX D – COACHING STIPENDS

<b>WINTER SEASON</b>	
Basketball Head - Varsity Girls	\$5,000
Basketball Head - JV Girls	\$2,850
Basketball Head - Modified Girls	\$2,050
Basketball Head - Varsity Boys	\$5,000
Basketball Head - JV Boys	\$2,850
Basketball Head - Modified Boys	\$2,050
Bowling Head - Varsity Boys & Girls	\$3,000
Cheerleading Head- Varsity	\$3,000
Cheerleading Assistant - Varsity	\$1,673
Indoor Track Head - Varsity Boys & Girls	\$3,000
Indoor Track Asst - Varsity Boys & Girls	\$2,250
Swimming Head - Varsity Boys	\$3,000
Wrestling Head - Varsity	\$5,000
Wrestling Asst - Varsity	\$2,554
Wrestling Head - Modified	\$2,050

## APPENDIX D – COACHING STIPENDS

SPRING SEASON	
Baseball Head - Varsity	\$4,200
Baseball Head - JV	\$2,700
Baseball Head - Modified	\$2,050
Flag Football Head - Varsity	\$4,200
Golf Head - Varsity Girls	\$3,100
Lacrosse Head- Varsity Boys	\$4,200
Lacrosse Assistant - Varsity Boys	\$2,554
Lacrosse Head - Varsity Girls	\$4,200
Lacrosse Assistant - Varsity Girls	\$2,554
Lacrosse Head - Modified Boys	\$2,050
Lacrosse Head - Modified Girls	\$2,050
Softball Head - Varsity	\$4,200
Softball Head - JV	\$2,700
Softball Head - Modified	\$2,050
Tennis Head - Varsity Boys	\$3,000
Track Head - Varsity Boys	\$4,200
Track Head - Varsity Girls	\$4,200
Track Assistant - Varsity Shared	\$2,554
Track Head - Modified Boys	\$2,050
Track Head - Modified Girls	\$2,050

## APPENDIX E – COACHING EVALUATION



### Performance Self-Evaluation

Employee Name \_\_\_\_\_  
Sport \_\_\_\_\_ Level \_\_\_\_\_ Evaluation Date \_\_\_\_\_

- 1 – EXCELLENT
- 2 – SATISFACTORY
- 3 – AREA IN NEED OF IMPROVEMENT
- 4 – UNSATISFACTORY

#### 1. COACHING PERFORMANCE

- Creates interest, enthusiasm, and positive attitude among student-athletes \_\_\_\_\_
- Controls conduct and provides positive discipline of student-athletes \_\_\_\_\_
- Prepares and is organized for games \_\_\_\_\_
- Provides proper supervision for student-athletes \_\_\_\_\_
- Maintains self-control and exhibits good judgement \_\_\_\_\_
- Models and promotes good sportsmanship practices \_\_\_\_\_
- Develops respect by example in appearance, manners, and conduct \_\_\_\_\_
- Develops well-planned practice schedules \_\_\_\_\_

#### 2. ADMINISTRATION / ORGANIZATION OF SPORT:

- Has developed/is developing an effective feeder system \_\_\_\_\_
- Works cooperatively and communicates with Athletic Director \_\_\_\_\_



Maintains a positive relationship with other coaches and staff	_____
Submits, in a timely manner, all items required by the Athletic Director and/or building Administration	_____
Complies with athletic department policies and procedures	_____
Communicates effectively with student-athletes and parents	_____
Works with other coaches in coordinating programs	_____
Understand and follows rules set forth by NYSPHSAA, BOE, Section, and League	_____
Is cooperative in preparing non-league games and scrimmages	_____
Advises athletes of training rules, consequences, and expectations	_____
Completes "Pre-Season Report" and "Post-Season Report on time	_____
Communicates Goals and expectations to team	_____
Gives Clear, Concise Directions	_____
Communicates projected needs for next season to appropriate individual	_____

**3. PERSONAL DEVELOPMENT:**

Possesses basic knowledge of sports fundamentals	_____
Seeks professional growth through clinics, workshops, and seminars	_____
Is innovative in trying new coaching techniques in addition to proven methods	_____
Maintains regular attendance at practices, games, coaches meetings held by District, Section, and/or League	_____

**4. RELATED COACHING RESPONSIBILITIES:**

Represents to the community a positive image of his/her sport and athletic department	_____
Welcomes opposing coaches and officials to school	_____
Respects the roles of officials	_____
Adequately cares for equipment	_____
Handles injuries appropriately including reports and paperwork to school	_____
Demonstrates continued interest in players academic and athletic developments	_____

**AREAS IN NEED OF IMPROVEMENT**

(COMMENTS) \_\_\_\_\_

\_\_\_\_\_

**OVERALL REVIEW OF PERFORMANCE**

(COMMENTS) \_\_\_\_\_

\_\_\_\_\_

**AREAS OF SUPERIOR PERFORMANCE**

(COMMENTS) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

I have read and understand this evaluation. My signature is not an indication that I agree with the information presented.

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Administration's Signature

\_\_\_\_\_  
Date

## APPENDIX F – NEW CLUB STIPEND REQUEST FORM

The purpose of this form is to provide evidence that a new club is an important part of the HCSD community and a benefit to students.

The form should be submitted at the end of at least one year of a club's existence to be considered for inclusion in the Highland Teachers' Association Collective Bargaining Agreement.

Name of Club/Organization: \_\_\_\_\_

Name(s) of Advisor(s): \_\_\_\_\_

Number of Student Members: \_\_\_\_\_

Purpose of the Club/Organization:

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Dates of Meetings and Attendance at each meeting (not all mtg dates must be filled):

Date of Mtg.	Attendance	Date of Mtg.	Attendance

Please write a detailed rationale for the continuance of the club and its positive impact on HCSD students and community.

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