

**2010 – 2015**

**AGREEMENT**

**between**

**BOARD OF EDUCATION  
HARRISON CENTRAL SCHOOL DISTRICT  
HARRISON, NEW YORK**

**and**

**HARRISON ASSOCIATION  
OF  
TEACHERS**

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AGREEMENT SIGNATURES

The Harrison Central School District, 50 Union Avenue, Harrison, New York 10528, does not discriminate on the basis of sex in the educational programs or activities which it operates, and it is required by Title IX of the Educational Amendments of 1972 not to discriminate in such a manner. This policy of non-discrimination includes the following areas: recruitment and appointment of employees, employment pay and benefits, and counseling services for students, access by students to educational programs, course offerings and student activities. The District Official responsible for the coordination of activities relating to compliance with Title IX is Louis N. Wool, Board of Education, Harrison Central School District. Telephone Number: 914-835-3300. This Official will provide information, including compliance procedures to any student or employee, who feels that his/her rights under Title IX may have been violated by the District or its Officials.

## **PREAMBLE**

The Board of Education of the Harrison Central School District is responsible for providing a quality education for students of this District. The Harrison Association of Teachers commits itself to the full support of this goal.

### **ARTICLE I: Recognition Agreement**

#### **A. Recognition Resolution**

The Harrison Central School District Board of Education recognizes the Harrison Association of Teachers as the exclusive negotiating agent for all personnel certified as teachers, including part-time per diem teachers, substitute teachers, guidance counselors, psychologists, nurse teachers, librarians, department chairpersons, reading teachers, speech correctionists, art teachers, liaison teachers, music teachers, and basic skills instructors. The Harrison Association of Teachers does not represent any other employees of the District, including all supervisory and administrative personnel who may be certified teachers.

#### **B. Duration**

This Agreement shall be effective from July 1, 2010 and continue in effect through June 30, 2015 without exceptions.

#### **C. Dues Deduction**

1. The District agrees to deduct from the salaries of its teachers dues for the Harrison Association of Teachers as said teachers individually and voluntarily authorize the District to deduct and to transmit the monies promptly to said Association. Dues deduction authorizations will be in writing on a form agreed to by the Association and the District.
2. The Harrison Association of Teachers will certify to the District in writing the current rate of membership dues of the Association named in Section "A" above. The Association will give the District thirty (30) days written notice prior to the effective date of any change. Current dues authorization cards will remain valid unless specifically withdrawn in writing by the individual prior to September 15<sup>th</sup> of the then current school year. The Association will ensure that the District has dues deduction cards for each unit member.
3. Deductions referred to in Sections "1" and "2" above will be made beginning on or before October 15<sup>th</sup>. All changes or new authorizations for dues deductions shall be honored and become effective on the pay day next following the passage of thirty (30) days after receipt by the District. Monies deducted in accordance

with the foregoing shall be retroactive to September 1<sup>st</sup> of each school year, except for those teachers hired after September 1<sup>st</sup>.

4. The District will transfer to the Harrison Association of Teachers, within three (3) days of each bi-weekly deductions, all monies due it.

D. Agency Shop Fee Deduction

1. The District shall deduct from the wage or salary of all employees listed in Article I, who are not members of the Harrison Association of Teachers the amount equivalent to the dues levied by the Association and shall transmit the sum so deducted to the Association, in accordance with Chapters 677 and 678 of the Laws of 1977 of the State of New York, as amended by Chapter 36 of the laws of 2001. The Association affirms that it has adopted such procedure for refund of agency shop fee deduction as required in Section 3 of Chapters 677 and 678 of the Laws of 1977 of the State of New York, as amended by Chapter 36 of the laws of 2001. This provision for agency shop fee deduction shall continue in effect so long as the Association maintains such procedure.
2. The agency shop fee deduction shall be made following the same procedures as applicable for dues check-off, except as otherwise mandated by law or this Article of the Agreement. The Association shall supply the District with a list of names of nonmembers at least thirty (30) days prior to any regularly scheduled pay date; whereupon service fee deductions shall be made for the balance of that year.
3. The Harrison Association of Teachers will indemnify and save the District harmless from any and all costs arising out of litigation in any form concerning the application of the provisions of this Article.

E. Requirement of Legislative Approval

It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of the law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

**ARTICLE II: Definitions of Terms Used in This Agreement**

The terms used in this Agreement shall have the meanings set forth below:

1. "Association" means the Harrison Association of Teachers.
2. "School District" or "District" means Harrison Central School District, Harrison, New York.

3. "Board" or "Board of Education" means the trustees of the Harrison Central School District, Harrison, New York.
4. "Superintendent" or "Superintendent of School" so means the chief administrative officer of the District or his/her designee.
5. "School day" means the length of time teachers are to be in their assigned buildings.
6. "School year" means the time period defined by the Board of Education in accordance with state law for the commencement and conclusion of holding school.
7. "Promotional position" means any position paying a salary difference over the teachers' salary schedule or any position on the administrator-supervisor level, including but not limited to positions as assistant superintendent, administrative assistant, supervisor, director, principal, assistant principal, housemaster, department head, psychologist and guidance counselor.
8. "School term" means the period of time beginning in September and ending at approximately the midpoint in the school year, and the period beginning at the approximate midpoint in the academic year and extending to the end of the school year as set forth in the school calendar adopted for each school year.
9. "Teacher" means any member of the professional certified staff represented by the Harrison Association of Teachers and, unless otherwise indicated, employees in teachers negotiating unit will be hereinafter referred to as teacher(s).
10. "Academic subject" means English, history, mathematics, science and similar subjects included as part of the college preparatory requirements for students.
11. "Administrator" or "Administration," means those certified school district officials whose professional duties include those of a supervisory nature.
12. "Consultants" means persons employed on a per diem basis whose official duties include advising school personnel.

### **ARTICLE III: Negotiations**

#### A. Procedures

The terms and conditions of employment provided in the Agreement shall remain in effect until altered by mutual agreement in writing between the parties.



B. Meetings for Negotiation Purposes

No later than January 15<sup>th</sup> of the year in which this Agreement expires, negotiations will be undertaken for a successor agreement.

C. Selection of Representatives

Neither party in any negotiations shall have any control over the selection of the negotiators or bargaining representatives of the other party and each party may select its representatives from within or outside the school district. While no final agreement shall be executed without ratification by the Association and the Board, the parties agree that their representatives will be authorized to make proposals, consider proposals and negotiate an agreement subject to ratification by the Board and the Association.

Negotiations shall be conducted by persons designated as representatives of the Board and representatives of the Association, except that any of the parties hereto may have legal counsel present and may at any time invite such other persons to the negotiation discussions as may reasonably be required to resolve a given issue.

D. Negotiation Meetings

1. Negotiation sessions shall be held at a time, place and date mutually agreed to by the parties.
2. In the event a negotiation meeting is held during part of a school day the members of the negotiating committee of the Association shall be released from their regular school duties without loss of pay. The Board shall provide adequate substitute teachers to cover any classes from which the teacher is excused for the purpose of negotiation.
3. In the event both parties agree, official summary minutes of the negotiations session shall be kept and the Board shall provide such assistance as may be necessary to record and maintain such minutes.

E. Impasse Procedure

In the event an impasse in negotiations occurs, the parties agree to follow the impasse procedures as set forth in Section 209 of the Taylor Law.

F. Study Committees for Negotiation Purposes

The parties may appoint joint study committees to research, study and develop projects, programs and reports and to make recommendation on matters under consideration or on those matters which may be considered in the negotiation process. Upon agreement of the parties, reports on current matters shall be shared with the designated representatives of both parties.

G. Availability of Budgetary and Statistical Information

The Board of Education will make available a copy of the District Budget to the Association at the same time said budget is made available to District residents. A copy of Form ST-3 "Annual Financial Report" will be made available to the Association upon request of the School District when completed.

H. Negotiation of Matters Not Specified

In the event of the establishment of a new position or subsequent changes that effect the wages, hours, or other terms and/or conditions of employment, (in areas for which the Association is recognized as bargaining agent), the Harrison Board of Education will first deliver notice in writing to the Association advising them of the changes being considered. The Association shall have the right to negotiate the wages and hours of employment related to these proposals.

The Association agrees to notify the Board in writing within ten (10) school days after receipt of said notice, of its desire to negotiate thereon.

If the Association does not demand negotiations within the period specified, then the Board may proceed to enact such policy in accordance with the notice previously served upon the Association. In the event that negotiations have been requested and should agreement between the parties not be reached, then the matter shall be referred to arbitration.

I. Negotiation with Other Organizations Prohibited

The Board agrees not to negotiate with any employee, employee group or organization other than the Association in regard to wages, hours, and terms and conditions of employment of employees in the unit represented by the Association on any topic whatsoever affecting said employees during the term of this Agreement.

J. Maintenance of Standards

The parties agree to continue, during the term of this agreement, wages, hours and working conditions which are not otherwise provided for elsewhere in this agreement.

This clause shall not be interpreted so as to diminish the powers and duties of the Board of Education as set forth in Section 1709 of the New York State Education Law, except as may be provided elsewhere in this Agreement.

K. Fair Practices - Professional Teaching Personnel

The Association agrees to maintain its eligibility to represent all teachers by continuing to admit professionals to membership without discrimination on the basis of race, creed,

color, age, national origin, sex or marital status and to represent equally all employees without regard to membership or participation in, or association with the activities of any employee organization.

The Board also agrees to continue its policy of not discriminating against any employee on the basis of race, creed, color, national origin, sex or age.

#### **ARTICLE IV: Teacher-Administration Liaison**

##### **A. Building Liaison**

1. Association Building Directors (A.B.D.) - The Association's building representative(s) may meet with the Building Principal once every two weeks or whenever mutually desirable during the school year to review and discuss local school problems and practices.
2. Each Association Building Director, with the approval of the building principal, shall have the right to schedule Association meetings before or after school in his/her building.
3. The position of Association Building Director shall be provided with a singular allocation of not less than ten minutes time at all building faculty meetings to report and discuss Association matters. In general, no faculty meeting will exceed one hour and ten minutes.
4. The Association Building Directors shall be allowed free time during school hours each week to perform their duties under this Agreement, provided that during such time they have no class assigned to them. They will refrain from interrupting class in progress.

##### **B. Mentor/Intern Program**

The Board and the Association agree to establish a committee to plan for the implementation of a mentor/intern teacher program pursuant to Article XIV of the Civil Service Law.

#### **ARTICLE V: Professional Development, Educational Improvement & Academic Freedom**

##### **A. Professional Development**

Each school year, each unit member shall perform twenty (20) hours of professional development after school. Said hours shall be utilized in assignments made by the administration in the following areas: staff development, conferences, attendance at District provided in-service courses, and any other category of staff development

assignments mutually agreed upon by the Superintendent and the President of the Association.

1. In implementing the foregoing, the administration shall announce on or before May 1<sup>st</sup> a schedule of specific activities for utilization of professional development time during the following school year. The staff shall have the opportunity to make alternative suggestions to the respective principals until June 1<sup>st</sup>. On or before June 15<sup>th</sup>, the respective principals shall respond in writing to the suggested alternatives. The principal's decision to accept or reject the alternative activity shall be final.
2. In the event the scheduled activities established pursuant to Article V.A above, are not made available to teachers, teachers shall have the discretion in determining how to utilize this scheduled professional development time, for their professional development responsibilities.
3. At the request of the administration, the Association may consent to the extension of the May 1<sup>st</sup> deadline to May 15<sup>th</sup>.
4. The elementary level (K-5) professional development sessions, as described herein, shall begin twenty-five (25) minutes after the end of the school day and shall continue for one (1) hour and forty five (45) minutes. The twenty-five (25) minutes between the end of the school day and the start of professional development is inclusive of travel time between elementary schools.
5. At the secondary level (6-12), professional development sessions shall be two (2) full hours, not including travel time between the middle school and the high school. When six (6) — twelve (12) teachers meet together for professional development sessions, those sessions shall occur at the middle school. Further, when professional development sessions are specific to grades six (6) — eight (8) or nine (9) — twelve (12), professional development sessions shall begin ten (10) minutes after the end of the school day, and the professional development session shall be two (2) full hours.

B. Professional Workshops, Conferences, and Visitations

1. Teachers shall be encouraged to attend workshops, conferences, and conventions. In addition, teachers shall be encouraged to visit notable programs in other schools districts as a means of professional improvement.
2. A total of two hundred twenty-five (225) school days shall be provided each year for purpose noted above. Such days shall be pooled for the entire teaching staff and distributed equitably. However, no teacher shall be permitted to use more than three (3) school days to attend workshops, conferences and conventions in a school year. The Superintendent shall have the discretion to authorize additional

days to be granted to teachers to visit notable programs both within the school district and/or other school districts as a means of professional improvement.

3. The Board agrees to pay substitutes' salaries thus necessitated and reasonable expenses including fees, meals, lodging, and transportation incurred by teachers attending such professional improvement sessions at local conferences up to the following limits:

School Year	Amount
2010-2011	\$98
2011-2012	\$100
2012-2013	\$102
2013-2014	\$104
2014-2015	TBD <sup>1</sup>

For those conferences over one hundred (100) miles from the District, provided such attendance has prior written approval of the building principal and the Superintendent, the Board agrees to pay the following amounts:

School Year	Amount
2010-2011	\$163
2011-2012	\$168
2012-2013	\$171
2013-2014	\$174
2014-2015	TBD

Under extraordinary circumstances these above mentioned limits may be exceeded if the Superintendent deems necessary.

4. The Board will pay each teacher his/her regular salary while absent in connection with attendance at such sessions.
5. A teacher may, with the approval as stated above, attend such professional improvement sessions at his/her own expense.
6. An individual who holds office in a professional organization, or who has a key role to play on a convention program will have special consideration given to his/her request to attend the conference. Such special consideration will be limited to two (2) conferences approved in any given year and further shall be limited to two (2) consecutive years.

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<sup>1</sup> In the 2013-2014 and 2014-2015 school years, the percentage increase will be based upon the New York State Consumer Price Index (CPI) as detailed in Article XXIX. Therefore the rates for those respective school years are "To Be Determined" (TBD); this indication will continue to appear in all similar areas for the two school years.

7. In approving requests for such professional improvement sessions, preference shall be given to those applicants who have not attended such sessions within the previous two (2) school years except as indicated in item six (6) above.
8. The following criteria is to be used in regard to approval for professional improvement sessions:
  - a) The content of the session must be within the current teaching area and will benefit students in the teacher's current assignment.
  - b) The session must be sponsored by a recognized educational organization.
  - c) The number of teachers applying for a particular session.
  - d) Attendance at the session is deemed to be of value to the improvement of education within the district.
9. If attendance at professional improvement sessions is denied, reasons for the denial must be given in writing.

C. Academic Freedom

The Board of Education and the Harrison Association of Teachers affirm that academic freedom has been and shall continue to be guaranteed to all teachers in this district.

The private and personal life of the teacher shall remain outside the province of the appropriate concern or attention of the Board, provided that a teacher's action does not interfere with the teacher's assigned duties, responsibilities and relationships with the students and the School District.

D. New Teachers

1. The Board shall provide a program of education designed to assist new teachers to adjust to the school system.
2. The Association shall be informed of any program provided to improve the orientation of new teachers to the school system.

E. Professional Improvement

1. The parties support the principle of continuing training of teachers, participation by teachers in professional organizations in the areas of their specialization, leaves for work on advanced degrees or special studies and participation in community education projects. The Board may authorize teachers to participate in similar programs offered outside of the District.

- a) Teachers appointed to conduct in-service training courses, workshops, etc., during the contractual work day (i.e., during regular school hours, professional development meetings associated with the twenty hour professional development requirement, and Superintendent Conference Days) shall receive no additional compensation to conduct said in-service training. However, notwithstanding the foregoing, for teacher-developed in-service courses or workshops, teachers will be paid for one (1) hour of preparation at the curriculum writing rate for every one (1) hour they deliver professional development training. In the event a teacher delivers the same workshop a second time or thereafter, the rate will be one (1) hour of preparation at the curriculum writing rate for every two (2) hours of training delivery.
  - b) Teachers appointed to conduct in-service courses and workshops that occur outside of the work day shall be paid at the conducting in-service training rate as specified in Exhibit F, and will be paid for one (1) hour of preparation at the curriculum writing rate for every one (1) hour they deliver professional development training. In the event a teacher delivers the same workshop a second time or thereafter, the rate will be one (1) hour of preparation at the curriculum writing rate for every two (2) hours of training delivery.
3. The Association herewith acknowledges that teachers may be called upon, and it is a part of teachers' professional responsibility to, facilitate meetings and share professional practice without additional compensation during the contractual workday (i.e., during regular school hours, professional development meetings associated with the twenty hour professional development requirement, and Superintendent Conference Days).
4. Teachers may propose the creation of study groups to occur outside of the contractual workday. Study groups may run for a duration of fifteen (15) or thirty (30) hours, subject to the approval of the Superintendent and/or his designee. Study groups will range in size from six (6) participants (minimum) to twelve (12) participants (maximum) per group (plus the study group facilitator). A teacher who serves as a study group facilitator shall receive one in-service credit (for a fifteen [15] hour course) or two in-service credits (for a thirty [30] hour course) for participating in the study group. Additionally, the study group facilitator shall receive the conducting in-service training rate on a 1:2 basis (i.e., for a fifteen [15] hour study group, the facilitator will receive seven and one-half [7.5] hours at the in-service training rate as specified in Exhibit "F"). If two teachers volunteer to share the responsibilities of serving as the study group facilitator, they shall both receive the applicable in-service credit as participants, but shall each receive one-half (1/2) of the study group facilitator stipend. The role of the facilitator(s) includes developing outcomes for the study group, scheduling meeting times, outlining meeting agendas, facilitating discussions, and interfacing with the administrative liaison.

F. National Board Certification

1. Teachers completing the necessary requirements for National Board Certification (NBC) by the National Board for Professional Teaching Standards are entitled to the following compensation levels:
  - a. \$500 stipend upon completing the necessary requirements to be NBC
  - b. \$500 stipend upon receiving the NBC from the National Board for Professional Teaching Standards
  - c. \$500 upon renewing NBC
2. Prior to being eligible for the aforementioned stipends, the Association members must provide appropriate documentation to the Assistant Superintendent for Human Resources authenticating their standing with NBC.

**ARTICLE VI: Teacher Employment & Salary Lane Movement**

A. Prior Experience Credit

1. The District will determine step and placement to be proffered to teachers at the time of hire. The District will also provide the newly hired teacher with notice identifying additional credit hours, if any, that will be recognized for subsequent column movement.
2. Upon initial employment, experience credit for “active” military service will be given, but not exceed two (2) years.
3. Once experience credit has been granted, it will not later be diminished.

B. Eligibility for Salary Step Advancement

Teachers must have been actively employed for at least five (5) full months during the year immediately preceding the date for award of step increment to be eligible for step increment the next following school year. Part time employees who meet this five (5) month requirement will receive an increment during the next following school year.

C. Approval of Courses for Salary Credit

1. Teachers will receive salary credit for completed graduate and in-service study, provided such study has the prior approval of the Administration. Individual teachers, who desire to take a graduate or in-service course for salary credit, are required to complete the request form using My Learning Plan on the District’s website. To be eligible for salary credit, approval for each course must be obtained from the Principal and Superintendent in advance and prior to course registration. Upon the submission of a complete request for approval, the



applicant will be informed of the determination of the Superintendent or his designee via My Learning Plan within ten (10) days of the date of submission and, in the event the request is denied, the denial will be accompanied by reasons for the denial.

2. Action on course requests will be taken on the basis of demonstrable relationship of course(s) requested to:
  - a. Teaching Area – the tenure area and assignment of current teacher employment.
  - b. Next higher degree – Masters', Certificate of Advanced Study (sixth [6<sup>th</sup>] year), Doctorate in tenure area and assignment of current teacher employment.
  - c. No credit will be granted for a graduate or in-service course which is a duplicate of a previously completed course.
3. Prior Superintendent approval or rejection of courses shall not be a determinant in the subsequent approval or rejection of courses. Each course shall be evaluated individually.
4. All approved graduate courses or in-service study will be given full credit toward salary, if taken in point of time, after the awarding of the highest degree possessed by the teacher. Notwithstanding the foregoing, teachers on the Bachelors' schedule may bank in-service courses taken prior to the award of a Master's degree for future column movement. These courses shall be limited to those that are sponsored by the district, and/or approved by the Superintendent. Undergraduate credits may be applicable toward salary scale advancement if prior approval, in writing, is obtained from the Superintendent of Schools. Such approval shall be solely at his/her discretion.
5. In-service courses offered by the District or other agencies, will be given credit upon successful completion of each course. One credit will be awarded for each fifteen (15) hours of study.
6. A maximum of fifteen (15) approved and earned credits will be applied to salary advancement each year (September 1<sup>st</sup> through August 31<sup>st</sup>). Credits earned in excess of fifteen (15) may be held and applied to future salary advancement.

Effective September 1, 2013, teachers shall be permitted to make no more than one (1) salary lane change every two (2) school years. Teachers shall be permitted to bank pre-approved and completed graduate and in-service credits for subsequent salary lane changes, according to the provisions set forth herein.
7. In-service credits acceptable for advancement across the salary schedule shall not exceed fifteen (15) for every thirty (30) credits claimed.

8. For those graduate and/or in-service courses started after September 1, 2007, in order to be eligible for lane movement the employee must successfully complete either nine (9) graduate and six (6) in-service credits or fifteen (15) District sponsored in-service credits.
9. Effective September 1, 2013 teachers who have reached *MA+75* on or after September 1, 2013, shall receive payment for up to fifteen (15) pre-approved and completed graduate or in-service credits every two (2) school years. Payment for said credits shall be made at the contractual rate in effect at the time of payment, and teachers shall be permitted to bank credits beyond fifteen (15) within the two (2) year period for payment during the subsequent two (2) year period.

D. Transfer to Higher Salary Classification

1. Candidates for transfer to a higher salary classification are responsible for filing an “Application for Salary Schedule Advancement” form, which is available in the Principal’s Office of all District schools.
2. Candidates for transfer to a higher salary classification are responsible for furnishing the Human Resources Office with proof of satisfactory completion of approved courses or degrees. Only official college or university transcripts, or provider certification of in-service credit, shall be accepted by the Human Resources Office as proof of course completion.
3. Salary adjustments arising from all column advancement, including but not limited to movement to the MA or PhD columns upon the acquisition of the requisite degree, will be made effective on September 1<sup>st</sup> for course work, or degree conferral, completed prior to such date provided an “Application for Salary Schedule Advancement” form, official transcripts and other pertinent evidence has been submitted to the Human Resources office on or before the preceding August 1<sup>st</sup>. In the event the teacher is unable to submit official transcripts and other pertinent evidence to the Human Resources office on or before August 1<sup>st</sup>, if the same are submitted on or before the next November 15<sup>th</sup> the salary adjustment will be made retroactive to September 1<sup>st</sup>.
4. Salary adjustments arising from the all column advancement, including but not limited to movement to the MA or PhD columns upon the acquisition of the requisite degree, will be made effective on February 1<sup>st</sup> for course work, or degree conferral, completed prior to such date provided an “Application for Salary Schedule Advancement” form, official transcripts and other pertinent evidence has been submitted to the Human Resources Office on or before the following April 15<sup>th</sup>. The salary adjustment will be made retroactive to February 1<sup>st</sup>.

E. Individual Teacher Records

The Human Resources Office will maintain all teacher records relating to study, salary classification and certification. It is the responsibility of teachers to furnish a copy of all teaching certificates held to the Human Resources Office.

F. Medical Examinations

1. All applicants approved by Board of Education for teaching positions shall have a medical examination, as per Section 913 of the State Education Law, prior to the date of initial employment. (At its sole discretion, the Board may waive the time requirement.) The teacher must be fit for employment.
2. All medical examination forms and/or certificates will be prepared by the District's Physician. All medical examinations will be reported on these forms or certificates. These completed forms or certificates will be submitted to the Superintendent who will have them reviewed by the District Physician (assuming the examination was conducted by the teacher's own physician).
3. A teacher may obtain such medical examination by one of the School District's physicians at no cost to the teacher or by a physician who is not a School District physician at his/her own expense.
5. The Superintendent, with approval of the Board, may request a medical examination of a teacher be made by the School District physician at any time. The reasons for such request shall be given to the teacher in writing. The teacher required to submit to such medical examination shall be entitled to be accompanied by a physician or other person of his/her own choice. The Board shall pay up to the following amounts for expenses incurred by the teacher relating to the above examination:

School Year	Amount
2010-2011	\$66
2011-2012	\$68
2012-2013	\$69
2013-2014	\$70
2014-2015	TBD

**ARTICLE VII: Teacher Assignment, Transfer & Promotion**

A. Assignment of New Teachers

The Superintendent shall assign all newly hired personnel to the tenure areas for which the teacher has been hired by the Board. The Superintendent shall give notice of assignments to new teachers as soon after hiring as practicable.

## B. Salary and Assignment Notices

1. Teachers will be notified of their salary for the coming school year within thirty (30) days after salaries for the next school year have been agreed upon in writing by the parties hereto. Teachers will be notified in writing of their salary on or before April 1<sup>st</sup> in any year for which salaries have been agreed upon by the parties hereto.

Effective with the 2011-12 school year, the salary notification deadline shall be moved from April 1<sup>st</sup> to August 1<sup>st</sup> of each year.

2. No later than May 1<sup>st</sup> preference sheets will be issued to teachers to be used in making assignments for the next school year.
3. No later than June 1<sup>st</sup> returning teachers will be notified in writing by the building principal of their tentative assignments for the following year, including the schools to which they will be assigned, the grade(s) and/or subject(s) they will teach and any atypical class(es) they will have for the coming school year.
4. No later than August 1<sup>st</sup>, returning teachers will be notified in writing by the building principal of their actual assignments for the coming school year. If, by August 1<sup>st</sup>, there remains the possibility of a schedule change for an individual teacher or if after August 1<sup>st</sup> a schedule change must be made due to reasons beyond the control of the district, said teacher shall be advised in writing within seven (7) days regarding the problems involved.
5. By the first day of the school year, all returning elementary teachers shall be notified in writing by the building principal or appropriate administrator of their actual daily schedule. All support personnel shall have their schedule in place by the Monday of the first full week of school.

## C. Notices of Vacancies

1. Notices for promotional and administrative positions shall be posted at least fifteen (15) days before the final date set forth on the notice for submission of applications. This notice shall set forth a description of the qualifications including training and experience for the position and shall include the duties and salary range.

The position shall not be permanently filled until after the final date for the submission of applications. This paragraph shall not apply for the position of Superintendent or Assistant Superintendent.

2. Any teacher desiring a change in assignment or a promotional position shall file a written statement requesting such change with the Superintendent not later than

April 1<sup>st</sup> of the school year preceding the requested change. Teachers must submit their names and an address where they can be reached during the summer vacation period. Such application for transfer shall remain active for a three (3) year period.

When a vacancy occurs either during the school year or during the summer months, the School District shall notify the Association. The Association shall receive a copy of transfer requests and lists of openings from the Superintendent. The Association will notify all teachers involved.

3. Any teachers who have not registered and who desire to apply for such vacancy shall submit their applications in writing to the Superintendent within the time limits specified in the notice.
4. Openings for regular teaching positions, summer school, extra-curricular activities, tutorial, non-instructional duties, and evening positions, and for positions under special programs, will be posted at least ten (10) days before the final date set forth on the notice for submission of applications. This notice will set forth a description of all the qualifications, including training and experience for the positions and will include the duties and salary range.
5. Nothing in the contract shall be construed to require the Board of Education to hire a member of this bargaining unit for a position, promotional or otherwise, which is not represented by this bargaining unit.
6. The District shall post all promotional, administrative or regular teaching positions on the District's website.

D. Qualification for Assignment

Appointments and assignments to vacancies and openings within the bargaining unit shall be given to qualified persons. In making appointments and assignments, rotation and equitable distribution of such appointments and assignments may be considered. In the event that there are no qualified applicants from the bargaining unit for posted positions, as determined by the Superintendent, the administration may make appointments to such posted positions within the bargaining unit from outside the unit. Assignments shall be made without regard to age, sex, race, creed, color, nationality, marital status or ancestry, and every unsuccessful applicant who is an existing employee of the Board will be advised of the filling of the vacancy as soon as possible.

E. Salary of Temporary Appointees

Any temporary appointees to any and all promotional positions will receive the salary normally paid for such positions.

F. New Positions

The provisions hereof shall apply to new positions within the bargaining unit created within the school system, as well as vacancies occurring in existing positions within the bargaining unit in accordance with previous training and experience.

G. Requests for Transfer

A teacher requesting a transfer to a vacant teaching position shall receive an interview before that position is filled. In February of each school year, teachers may volunteer for transfer. The District will make the best effort to honor such requests before contemplating any involuntary transfers. If the request for such transfer is not honored, the Superintendent (or his/her designee) will provide the reasons in writing within 15 school days after the interview. Any grievance can go no further than the Chief Executive Officer stage.

H. Determination of Voluntary Transfers

In the determination of requests for voluntary reassignments and/or transfers involving positions within the bargaining unit, the wishes of the individual teacher will be considered so long as, in the determination of the Superintendent, the best interests of the school system are served by such a reassignment and/or transfer. If there are two or more qualified volunteers the Superintendent shall determine which individual's request will be honored, if any, based upon the best interest of the school system. Any grievance of the denial of such a voluntary request can go no further than the Chief Executive Officer stage.

I. Involuntary Transfer

1. A transfer for purposes of this provision shall be solely defined as the reassignment from one building to another.
2. Notice of transfer shall be given as soon as practicable and if possible, not later than June 1<sup>st</sup>.
3. A teacher's areas of competence, major field of study, quality of teaching performance and length of service in the school system will be considered in determining which teacher is to be transferred. An involuntary transfer or reassignment will be made only after a meeting between the teacher involved, a representative of the Association, if requested by the teacher, the Principal involved, and the Superintendent, at which time the teacher will be notified of the reason thereof. In the event that a teacher is dissatisfied with the changed assignment, the administration upon due notification, will make a good faith effort to find an acceptable position for said teacher, subject to the preservation of the best educational conditions.

4. The District will not involuntarily transfer any teacher more than two (2) times within five (5) school years.

J. Notices of Hiring and Transfer

On or before September 1<sup>st</sup> of each school year, the Superintendent will deliver to the Association a list showing the names of all teachers who have been hired, reassigned, transferred or promoted. The list will include the names and addresses of every new teacher hired in the school system.

K. Coaching Positions

1. Appointment Procedures

Appointments to coaching positions shall be made by the Board of Education upon the recommendation of the Superintendent of Schools.

2. Notification for either new or open coaching positions shall be placed in each staff member's mailbox. Postings for these positions shall be made on or before the dates listed below:

November 10<sup>th</sup> for Spring coaching positions  
February 10<sup>th</sup> for Fall coaching positions  
May 10<sup>th</sup> for Winter coaching positions.

**ARTICLE VIII: Teacher Working Conditions**

A. The Board agrees to provide the following personal facilities for teachers:

1. Adequately lighted, heated, ventilated and cleaned teacher rest rooms, separate for each sex and separate from the students' rest rooms.
2. A dining area and teachers' room for use of teachers.
3. A parking area with a portion reserved for teacher parking, if such parking area is available.
4. Special clothing and equipment whenever required by teachers in technology, art, science and life and careers.
5. A two week supply of expendables as requested by the teacher shall be in the teacher's room prior to the first day of school.

6. If at any time it becomes necessary to change or modify budgets for supplies (whether approved or not) every effort will be made to give the teacher the opportunity to suggest priorities.
7. The District shall provide private areas in each building for teachers to make confidential phone calls. At the Middle School and High School, there shall be at least two (2) such areas.

In addition, the District shall provide private areas in each building equipped with public telephones for the sole use of the faculty and staff.

- B. Each building in which teachers perform their duties shall have at least one (1) room permanently designated as "Teachers' Room". Teachers shall be able to use this room while studying, preparing for classes, eating lunch or relaxing. The use of this room shall be unencumbered by such special services as psychological testing or conferences, parent conferences, and workshops or meetings during the school day.

### **ARTICLE IX: Association Rights**

- A. Use of Buildings

The Association will have the right to use school buildings including office space if available, without charge at reasonable times of any day or evening for its meetings and other business, provided that such will not conflict with previously scheduled school events or create an additional cost.

- B. Faculty Bulletin Boards

There will be faculty bulletin boards in each school building in the school system for the exclusive use of the Association. At least one (1) faculty bulletin board will be installed in each new building. No organization representing or purporting to represent employees in the employer-employee unit represented by the Association shall have the use of the bulletin boards and/or the school internal communication facilities except the Association and its affiliates.

- C. Interschool Mail and Mailboxes

The Association shall be allowed the use of interschool mail facilities and faculty mailboxes for official Association business.

- D. Association Space Use

The Association may be provided a room in the school system, subject to approval of the Board and when space permits. Phone installation and service costs will be paid by the Association.



E. Use of Equipment

The Association shall be charged the District's actual cost of the paper used for photocopying and printing all Association material.

F. Teaching Load of Association Officers

Effective July 1, 2003, the President's release time shall be increased to a full time equivalent of .6 of a teacher work day. Effective the September prior to commencement of negotiations for a successor collective bargaining agreement, said release time will be increased by an additional .2 of a teacher work day. Said additional time shall terminate coincident with the end of the school year in which settlement occurs.

The Administrative Assistant shall be assigned no more than three (3) teaching periods and one (1) non-teaching period per day.

The Association shall have the right to divide the current release time permitted other Association officials, provided that it is not used to increase the Association President's release time.

G. Orientation Day

1. The Association officers and representatives shall have the right to appear and speak to new teachers on Orientation Day.
2. The Association officers and representatives shall have the right to appear and speak for a period of one (1) hour at the end of the first or second day of Superintendent's Conference days held immediately prior to the arrival of students in September.

The Superintendent of Schools shall make a reasonable effort to allow for this time to occur on a day in which teachers are all centrally located in one building.

- i. In the event the Association addresses teaching staff on a date in which the teachers are centrally located, the teachers shall be released at 2:00pm to attend the Association's meeting.
- ii. In the event the Association addresses teaching staff on a date in which the teachers are not centrally located, the teachers shall be released for travel time in order for the teachers to arrive at their meeting by 2:00pm, in accordance with the provisions set forth in Article XI, §F(3).
- iii. Notwithstanding the foregoing, the parties herewith acknowledge that the Superintendent shall have the sole discretion to determine which of the two (2) Superintendent Conference Days the Association will address the staff.

3. The Superintendent of Schools shall note the Association meetings on the Superintendent Conference Day Agenda and the New Teacher Orientation Day Agenda.

H. Teacher Information Meeting

The Association officers and its representatives will be permitted the right to inform teachers of their rights under the Taylor Law at a scheduled meeting each year.

**ARTICLE X: Student Discipline & Teacher Protection**

1. The Board recognizes the responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the school district. When in the judgment of the Board, a particular pupil requires special attention, the Board will take prompt action with respect to such pupil.
2. Teachers agree to support the regulations and policy as enacted by the Board with respect to student discipline in order to promote effective education in Harrison. The Board agrees to uniformly and equitably adhere to its policies.
3. All discipline of students shall be effectuated in such a way as to be in compliance with the mandates of Project Save and the District's Code of Conduct.
4. Suspension of students from school may be imposed by the Board or its designee. When, in the judgment of the Association and the teacher, suspension is warranted but not undertaken, the Association may submit a grievance and pursue the grievance up to the Chief Executive Officer stage only. It is understood that decisions of the Chief Executive Officer relating to discipline are not arbitrable.
5. In case of assault upon a teacher in the performance of duties the teacher shall promptly report the assault to the Building Principal and to the Association. The Board will provide legal counsel to advise the teacher of his/her rights and obligations with respect to such assault and shall render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.
6. The terms of paragraphs "3" and "4" above are not arbitrable and, accordingly, any grievance relating thereto can go no further than the Chief Executive Officer stage.
7. Whenever a teacher is temporarily absent from school because of an injury caused by an accident or assault occurring in the course of his/her employment, he or she will be paid his/her full salary (less the amount of any Worker's Compensation award for temporary disability due to said injury) for the period of such temporary absence, but not to exceed one (1) year, and no part of such absence will be charged to his/her annual or accumulated sick leave, and the teacher shall accrue all benefits as if he or she were undertaking his/her regularly assigned duties.

8. a) The Board will reimburse teachers in an amount not to exceed

School Year	Amount
2010-2011	\$328
2011-2012	\$337
2012-2013	\$343
2013-2014	\$350
2014-2015	TBD

toward the cost of repairing or replacing any clothing or other personal appurtenance or property damaged or destroyed as a result of an assault suffered by the teacher while in the performance of his/her duty. The articles for which reimbursement will be made are those which are normally worn or brought into school. If the article is not normally worn or brought into school, reimbursement will only be made if the article has been brought into school with the permission of the building principal.

- b) Should the teacher recover for such loss from any insurance or other source, then to the extent that such recovery, when added to Board's payment mentioned above, exceeds the amount of claimed loss, such excess, up to the amount originally received from the Board, will be returned to the Board, by the teacher.
9. No administrator shall reprimand or demean a teacher in front of colleagues, students or parents. Nor shall any teacher reprimand or demean an administrator in front of colleagues, students or parents.
10. Time lost by a teacher in connection with the investigation of any incident mentioned in this Article shall not be charged against the teacher.

### **ARTICLE XI: Teaching Hours & Teaching Load**

#### **A. Guidelines for Secondary and Middle School Assignments**

1. A preparation or lunch period should be scheduled after no more than three (3) consecutive teaching periods. The building administrator shall make every effort to insure that no teacher is scheduled for more than four (4) consecutive assignment periods.
2. The number of room changes required of a teacher should be held to a maximum of two (2). If it becomes necessary to place a teacher in three (3) different rooms, a written explanation shall be given to the teacher. No teacher shall be required without his/her consent to teach in three (3) different rooms in consecutive school years.

3. The number of different lesson preparations should be kept at the minimum consistent with the nature of the subject, the size of the department, the special offerings of the department, and special competencies and requests of the teacher.
4. The number of pupils assigned to rooms of a specified limited capacity should not exceed the number of pupil stations available.
5. a) All teachers (6-12) will be given five (5) assignments each day which may include any combination of class teaching or non-instructional duties. In addition, each teacher will be assigned by District Administrators to ninety (90) professional periods annually. During the remaining self-directed ninety (90) periods annually, teachers are required to participate in those professional activities hereinafter listed.

Utilization of the professional period shall include but not be limited to: team meetings; co-planning meetings; grade-level meetings; department meetings; meetings with the principal, assistant principal, and/or supervisors; meetings with the Superintendent or his designee; curriculum planning/mapping<sup>2</sup> meetings; parent conferences (may also be held during preparation periods, in extenuating circumstances); pre-and post-observation conferences (may also be held during preparation periods in extenuating circumstances); CSE meetings; CST meetings; IEP writing and/or professional development.

In the event teacher(s) participate in pre-approved curriculum writing projects to develop curriculum for a new course or contribute to district-initiated revisions to curriculum outside of the school day, the district shall compensate teachers at the negotiated hourly rate for curriculum writing.

Each teacher shall be involved in the aforesaid activities during the self-directed professional periods. Teachers shall maintain an accurate representation of their professional activities during said professional period.

- b) Additionally, all teachers (6-12) will be given an assignment, non-instructional in nature, without additional compensation for one (1) semester or its equivalent for each school year. Effective February 1, 2009, all teachers who are additionally compensated for a voluntary sixth (6<sup>th</sup>) assignment may also be assigned a non-instructional duty period for one (1) semester each school year. Non-instructional duties means hallway duty, lunch duty, study hall duty or other non-instructional duties as set

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<sup>2</sup> Curriculum planning/mapping may include teachers working independently or with colleagues to work on a lesson or unit; discuss/identify instructional resources that can be used within a lesson or unit; discuss/identify instructional strategies to be included in a lesson or unit; develop common formative or summative assessments for a unit, course, or grade level; or revise a curriculum map to plot the content, skills, and assessments for a unit, course, or grade level.

forth below or as mutually agreed upon otherwise. Where the administration determines that the appointment of teachers as hallway coordinators is the method it wishes to use to maintain order in the halls it may appoint teachers who volunteer to serve as hallway coordinators above and beyond their one (1) semester sixth (6<sup>th</sup>) assignment referred to above. A teacher appointed as a hallway coordinator shall receive a stipend in the following amounts per semester for non-lunch periods:

School Year	Amount
2010-2011	\$1801
2011-2012	\$1851
2012-2013	\$1883
2013-2014	\$1921
2014-2015	TBD

During lunch periods, the stipend for hallway coordinator shall be:

School Year	Amount
2010-2011	\$2160
2011-2012	\$2219
2012-2013	\$2258
2013-2014	\$2303
2014-2015	TBD

- c. Lunchroom supervision will be a paid voluntary duty available to teachers who only have five (5) assignments that semester. Two (2) teachers shall be employed for each student lunch period. Each teacher shall receive the following amounts per semester for this voluntary duty:

School Year	Amount
2010-2011	\$2160
2011-2012	\$2219
2012-2013	\$2258
2013-2014	\$2303
2014-2015	TBD

If there are insufficient qualified volunteers in a building, then lunchroom supervision during student lunch periods shall be rotated so that no teacher has this assignment for more than ten (10) weeks per school year. Each teacher thus appointed shall receive one-half (1/2) of the per semester stipend amount per ten (10) weeks. The remaining portion of the semester or its equivalent shall be in another non-instructional assignment as set forth in the contract.

- i. Whenever it is necessary to replace a voluntary lunchroom supervisor, the principal may assign any substitute teacher to such

duty, provided the substitute teacher has no more than five (5) assignments that day and the duty-free lunch period is in no way diminished.

- ii. Effective July 1, 2010 and thereafter, the substitute teacher shall receive:

School Year	Amount
2010-2011	\$8.63
2011-2012	\$8.87
2012-2013	\$9.02
2013-2014	\$9.20
2014-2015	TBD

- iii. For each occasion, beyond the maximum of five (5), that it is necessary to replace a voluntary lunchroom supervisor, the following amount shall be deducted from that teacher’s contractual stipend:

School Year	Amount
2010-2011	\$8.63
2011-2012	\$8.87
2012-2013	\$9.02
2013-2014	\$9.20
2014-2015	TBD

- d. All teachers shall be in their building at least five (5) minutes before the first period begins. Teachers with a first period class shall be in their rooms at least five (5) minutes before the time that students are scheduled to arrive.
- e. Substantial changes in the time of teacher arrival and departure may be made upon consultation with the Association. Such changes shall not alter the length of the school day which is six (6) hours and twenty-five (25) minutes for the elementary schools and six (6) hours and fifty (50) minutes for secondary schools except as elsewhere provided in this agreement. The length of the school day, stated herein, shall include the five (5) minutes referenced in paragraph “d” above.
- f. In the event that ten percent (10%) or more of the classroom teachers in a building are absent and a substitute has not been obtained, teachers who have five (5) assignments that semester may be assigned to cover the class of an absent teacher during one of their preparation periods. Said teacher will be compensated in the following amounts:

School Year	Amount
2010-2011	\$23.04
2011-2012	\$23.67
2012-2013	\$24.08
2013-2014	\$24.57
2014-2015	TBD

Volunteers will be given first consideration. No teacher who has a first period preparation period shall be assigned this duty more than five (5) times per school year.

6.
  - a) Class enrollments shall not exceed average limits (twenty-eight [28] in the high school) except for given exigencies that may arise. In the Middle School total class enrollments may exceed by twenty (20) the number arrived at by multiplying the number of sections by twenty-five (25). This provision shall not preclude large class instruction in social sciences, humanities, physical education, nor preclude experimentation, innovation, etc. with corresponding numbers of teachers, where educationally desirable. This provision shall not apply to performing groups of less than sixty (60) students per teacher per class. A teacher aide shall be provided for performing groups above sixty (60) students per teacher per class period.
  - b) Physical Education teachers shall have no more than one hundred sixty (160) students per day with a maximum of not more than thirty-five (35) students in any one class. Physical Education classes wherever possible should be homogeneous in grade level.
  - c) Teachers of English in the High School shall have no more than one hundred twenty (120) students per day. In the event of a double period class, each student will only be counted once.
  - d) Class size shall be a continuing concern of both the Board and the Association.
7. Technology education classes should be programmed wherever possible by a single grade level.
8. Homeroom duties should be assigned when feasible only to those teachers whose specialized duties will not conflict with homeroom responsibilities.
9. The pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class size shall be within the following ranges:

	<u>Average</u>	<u>Maximum</u>
High School	22-28	28-32
Middle School	22-24	25

Every effort shall be made to equalize the class sizes within the respective categories.

10. Teachers shall be allowed an uninterrupted duty-free lunch period of no less than the length of time allotted for one (1) regular class period at the secondary or middle school level. Teachers may leave the school building during their lunch period. However, prior to leaving, they shall inform the main office.

B. Guidelines for Elementary and Secondary School

1. Early dismissal on a day when a school has a scheduled religious release time program, this time shall be used for instructional program articulation, parent-teacher conferences, and professional improvement workshops. The planning for the use of this time will be determined by the Administration in cooperation with the Association. However, if the supervision of those children is a serious problem, because less than a majority of the students are involved in the released time programs, the arrangement will not be adopted. This arrangement will also not be adopted if it would violate the Regulations of the Commissioner, or result in a loss of state aid.
2. Any teacher, secondary or elementary, may be assigned to cover classes in an emergency where a substitute cannot be obtained during his/her normal preparation.
3. Teachers whose school day is six (6) hours and twenty-five (25) minutes shall be in their school building fifteen (15) minutes before the start of classes in that building and shall be at their first assignment five (5) minutes before the start of classes in that building.
4. Except as provided in subparagraph “2” above and when no other method of balancing the teaching load is possible, and as recommended by the building principal, or supervisor, and if the teacher agrees to be assigned to extra student teaching periods beyond the agreed teacher load (see Article XI), he or she shall be compensated at the rate of one-sixth (1/6) of a day's salary for each such additional period. Such extra teaching periods will be on a voluntary basis and will be utilized only to meet special temporary situations and will not be permanent in nature. Except as herein modified, existing policy in this area shall remain in effect.
5. Science, Life and Careers and Technology rooms will not be used for homeroom purposes unless unavoidable.



6. In the Science Department, an aide will provide assistance in setting up laboratories, clean-up and inventory detail. The District will continue the science aide position at Louis M. Klein Middle School for up to nineteen and one-half (19.5) hours weekly.
7. No science laboratory course shall exceed the number of stations available.

C. Guidelines for Elementary School Assignments

1. Within the limitations of space at the present time, the policy of the Board should be to limit the number of pupils in the various grades to enable the teacher to individualize instruction more effectively. Every effort will be made to balance class sizes among the kindergarten sections in each building. A full-time teacher aide will be provided for all kindergarten classes.
2. At each elementary grade level per building, up to one (1) student per class section, who arrives after August 15<sup>th</sup>, may be added to existing class sections on an equitable basis. In the event that it becomes necessary to make the aforesaid assignments, the Superintendent shall consult with the Association President as soon as is practicable. Should it become necessary to assign more than one (1) student per class section in a particular grade level during the school year, the Superintendent shall consult with the Association President as soon as is practicable and shall immediately assign additional resources such as full time teacher assistants or teaching staff. In no event will more than two (2) students per class section be added under this clause.

Except in the situation described hereinabove, there will be a maximum of twenty-three (23) pupils in grades one (1) — three (3) and a maximum of twenty-six (26) pupils in grades four (4) and five (5). The above maximums shall include special education self-contained students who are mainstreamed into these individual sections.

3. When a student is placed in an included setting pursuant to the student's IEP, the following guidelines shall apply:
  - a) Volunteers shall be solicited to teach inclusion classes following written notification that such classes will be established. The District shall have the right to assign teachers to teach inclusion classes. Assignments shall be made on a year-to-year basis; however, the District shall endeavor to avoid assignments to teach an inclusion class for more than one (1) year.
  - b) At the teacher's discretion, any teacher assigned to work in the inclusion program may utilize the Two (2) Hour Provision for purposes of dealing with additional duties associated with inclusion, recognizing that he/she is responsible for providing assistance to students in need. However, should

a teacher utilize the two (2) hour provision for inclusion purposes, the teacher shall not be compelled to work additional time.

- c) In the event a teacher claims that a staffing responsibility identified in a child's Individualized Education Program ("IEP") is being unmet, said teacher and/or the Association shall have the right to file a grievance pursuant to Article XXVI. Said grievance may be heard through *Stage 2* and shall not be arbitrable.

- 4. The range of class sizes in art, library, music and physical education shall be as in §C(2) above, with the following exceptions:

If the class size in these areas exceeds the maximum class size by two (2) or three (3) students, a teacher aide shall be provided. If the class size exceeds the maximum by more than three (3) students, a part-time teacher shall be hired for an additional section, or team teaching shall be provided as determined by the Superintendent of Schools.

- 5. Each elementary teacher shall have the option of leaving his/her classroom when a special teacher is in charge of his/her class except on special occasions when otherwise requested by the specialist.
- 6. Each elementary classroom teacher and each elementary special teacher shall be provided with a minimum of two-hundred seventy (270) minutes per six (6) day cycle for preparation purposes. This shall include one preparation period per day of at least twenty (20) minutes. Elementary Principals will provide a mechanism in each elementary school to relieve regular classroom teachers whose a.m. and/or p.m. schedules do not permit them to leave the classroom for a lavatory break.

7. Special Subject Teachers

- a) Art

There shall be a full time art room assigned for the use of the art teachers in each elementary school. Art teachers shall have at least five (5) minutes between each class for the purpose of cleaning up and setting out the materials for the next class. These minutes shall not be counted as part of his/her preparation time.

- b) Physical Education

Physical Education teachers shall have at least five (5) minutes between each class for the purpose of reorganizing and setting up materials and equipment for the next class. These minutes shall not be counted as part of his/her preparation time.

c) Library

Librarians shall have at least five (5) minutes between each class for the purpose of organizing materials for the next class. These minutes shall not be counted as part of his/her preparation time.

d) Music

Music teachers shall have at least five (5) minutes between each class for the purpose of organizing materials for the next class. These minutes shall not be counted as part of his/her preparation time.

e) Music

Vocal music teachers shall not be scheduled for more than four (4) consecutive classes.

8. Teachers shall not be directed to cover another teacher's assignment or to handle a double class, or part of a class. In an emergency situation, teachers may be so directed for up to two hours each school year. After this initial coverage, teachers shall be compensated at the following rates per teacher per day:

School Year	Amount
2010-2011	\$50
2011-2012	\$52
2012-2013	\$53
2013-2014	\$54
2014-2015	TBD

9. All elementary teachers shall have an uninterrupted, duty-free forty-five (45) minute lunch period each day. Teachers may leave the school building during their lunch period.

D. School Hours

1. Substantial changes in the time of teacher arrival and departure may be made upon consultation with the Association. Such changes shall not alter the length of the school day which is six (6) hours and twenty-five (25) minutes for the elementary schools and six (6) hours and fifty (50) minutes for secondary schools except as elsewhere provided in this agreement.
2. a) Teachers shall expend two (2) hours each week beyond the regular school day for professionally related activities. Professionally related activities include but are not limited to the following: academic intervention services, enrichment, principal's meetings, joint administration-teacher meetings, curriculum meetings, meetings called by the Superintendent,

faculty meetings, parent conferences, tutoring, departmental meetings and intraschool and inter-school planning meetings. Teachers of grades six (6) —twelve (12) may be assigned to provide academic intervention services and enrichment during the two hours each week for the school year. Teachers of grades K — five (5) may be assigned to provide enrichment during the two hours each week during the school year. Any academic intervention services and/ or enrichment work performed during the two (2) hours each week shall be subject to the conditions set forth in Exhibit “A”.

- b) The District shall have the right to assign up to two (2) teachers per secondary department to a 6<sup>th</sup> class with pay at the rate of one-one thousandth (1/1000<sup>th</sup>) of *MA Step 6* for AIS and enrichment. This authority will not be used to reduce staff.
  - c) High school physical education teachers may be assigned to duties two (2) mornings per week for thirty (30) minutes each morning prior to the beginning of the work day or five (5) afternoons per week for fifteen (15) minutes each afternoon after the end of the work day in lieu of the Two (2) Hour Provision. These assignments may be rotated and they may be shifted to accommodate coaching assignments.
3. Effective with the 2010-11 school year, the contractually required department/grade-level meetings shall be limited to a total of five (5) meetings per year. In addition, faculty meetings shall be limited to ten (10) per year, with the exception that principals may call two (2) additional faculty meetings in the event of an emergency or urgent need, as determined by the building principal. Faculty, departmental and grade meetings after the regular school day shall not exceed one (1) hour and ten (10) minutes; however they may be extended up to an additional ten (10) minutes to achieve appropriate closure. Attendance at one faculty meeting per month shall be credited as completion of two hours of the teacher’s obligation under paragraph “2” above, notwithstanding the actual length of the meeting. Attendance at the first departmental or grade meeting of each month shall not count toward completion of the employee’s two hours of obligation under paragraph “2” above.
4. In addition, each teacher at his/her discretion and as he/she deems necessary, may remain in his/her assigned building after the close of the regularly scheduled day in connection with his/her professional duties and requirements of his/her students.

#### E. Attendance Record - Teachers

Each teacher will check in and out on the mutually agreed upon form. A teacher may be excused, by the principal, from duties and assignments for a portion of a session provided that such period of absence does not exceed one-half (1/2) of a school day. Any

approved deviation from scheduled hours should be noted in writing, by the teacher, in the school office attendance record. The teacher should write the phrase "approved by principal" in noting departures from regular schedule which have principal's approval. In cases involving non-approved departures from the regular schedule, the reason for the deviation shall be noted in writing by the teacher.

F. Multiple Building Assignments of Teachers

1. Teachers who are assigned to more than one (1) school in any one (1) school day will receive the amount of money paid to Federal employees per mile for all inter-school driving required to be done by them and the amount of reimbursement shall be determined in a mileage schedule agreed upon by both parties.

In arranging schedules for teachers who are assigned to more than one (1) school, an effort will be made to limit the amount of inter-school travel. Such teachers will be notified of any changes in their schedules as soon as practicable.

2. Such teachers shall follow the "School Hours" of the building to which they initially report in the morning.
3. Travel time between assignments in different buildings shall be as follows:

<u>Destination</u>	<u>Minutes</u>
Between the Middle School Parsons, and HAS	15
Between the High School and the above buildings	20
Between Purchase and any of the above buildings	25
Between Purchase and Preston	20
Between Preston and any building except Purchase	35

4. All such travel time shall not be considered as part of a teacher's lunch and/or preparation period. However, if more than fifteen (15) minutes remain after arrival and before the next assignment, such time shall be considered preparation time.

G. Child Study Teams - Disabling Conditions

1. A Child Study Team (CST) shall be established in each school building. This Team shall include a psychologist assigned to the building, a special education teacher assigned to the building and the principal (or designee) as chairperson. The CST in each building shall develop and monitor procedures for the testing and placement of new students.
  - a) The referring teacher must be present when the CST is reviewing a student's CSE comprehensive evaluation report and/or other CSE reports and may at his/her option attend other CST meetings.

- b) A teacher designated by the staff and familiar with the Building's programs shall be present when the student assignment is being considered by the building principal following CSE referral.
- 2. The purpose of this Team is to assist wherever possible, in facilitating in the adequate placement of students with handicapping conditions.
  - a) The Child Study Team will meet upon request. This meeting will take place within five (5) working days of the request.
  - b) CST meetings will be scheduled at a time agreed upon by the team.
  - c) Each request and action taken by the CST will be reduced to writing and sent within five (5) school days to the members of the CST, and where appropriate to the CSE and to the Superintendent of Schools.
- 3.
  - a) Teachers will be notified of students who have been designated as handicapped on the first day of classes.
  - b) For initial placement of pupils with handicapping conditions after the first week of school all receiving teachers shall be involved with the preparation of the thirty (30) day IEP. Student placement dates will allow receiving teacher time to prepare materials for entry into his/her class for those students currently within the school district. Normally, this will not exceed two (2) days. Every reasonable effort will be made with regard to placement dates for students with handicapping conditions coming from other districts.
- 4. Every effort shall be made to provide for the equitable distribution of students with handicapping conditions.
- 5.
  - a) For BOCES Host Students, item four (4) above shall apply.
  - b) When BOCES Host Students are mainstreamed into Harrison classes all receiving teacher(s) shall meet with the BOCES teacher(s) to see and discuss the IEP for each mainstreamed student who will be placed in his/her class and given time to prepare materials for entry into his/her class. Normally, this will not exceed two (2) days.
- 6. In applying for a variance for Special Education classes, the district shall notify the Association of said application, and separately of the action taken on said application.
- 7. CSE Meetings

To avoid adverse effect of the program(s) in any one building, the days of the week for CSE meetings shall be rotated.

8. Individual Education Plans (IEP's)

Consistent with the Superintendent's guidelines, substitute teachers will be hired to release each Special Education teacher from normal instructional responsibilities for up to two (2) days per school year in order to provide time for these teachers to prepare IEP's for students.

Requests for additional time may be made to the Superintendent through the Director of Pupil Personnel Services. The Superintendent's decision shall be final.

9. In a building where there is a self-contained class, the district will make every reasonable effort to provide a full-time psychologist.

H. Department Chairpersons and Liaison Teachers

1. Organization

a) Department Chairperson - The position of Department Chairperson may be created, at the discretion of the Superintendent, in the following Departments at the high school and middle school: Math, Social Studies, English, Foreign Language and Science.

i. Chairpersons in the high school shall be assigned no more than four (4) periods, or where applicable, an eighty percent (80%) teaching schedule per day. Chairpersons in the middle school shall be assigned no more than five (5) periods, or where applicable, one hundred percent (100%) teaching schedule per day. They shall be available for additional meetings after school as mutually agreed upon between the Administration and the individual Chairperson.

ii. Two (2) positions of Co-Chairperson in the area of Computer Education may be created at the discretion of the Superintendent. The teachers appointed to these positions shall have a total of three (3) periods of release time or the equivalent thereof to be assigned by the Superintendent.

One position shall be designated as "K-8" and the second position shall be designated as "7-12". The Co-Chairpeople shall each receive the applicable annual chairperson stipend.

iii. The positions of Elementary Chairpersons Grades K — two (2) and three (3) — five (5) may be created at the discretion of the Superintendent. A teacher appointed to the position of Elementary

Chairperson shall have a teaching load of no more than a seventy percent (70%) teaching schedule per day, to be determined by the Superintendent of Schools.

- iv. The work-year for Department Chairpersons shall consist of five (5) additional days over and above those of the regular teaching staff. The particular days involved shall be mutually agreed upon between the Administration and the individual Chairperson.
- b) Chair/Liaison - At the discretion of the Superintendent, the position of Chair/Liaison may be created as follows: Art (K-12); Music (K-12); Business (6-12); Industrial Arts (6-12); Home Economics (6-12).
    - i. Chair/Liaison (K-12) shall be assigned no more than four (4) periods, or where applicable, an eighty percent (80%) teaching schedule per day. They shall be available for additional meetings after school as mutually agreed upon between the Administration and the individual Chair/Liaison.
    - ii. Chair/Liaison (6-12) shall have a full teaching load except they shall not be assigned supervisory duty.
  - c) Anyone appointed in §H shall not be assigned supervisory duty.
  - d) Additional compensation for Chairpersons and Chair/Liaisons will be provided as stipulated in Exhibit "F".
2. Appointment: All appointments shall be for one (1) year, and the annual selection will be solely at the discretion of the Administration.
  3. Only teachers tenured in the appropriate area shall be eligible for such positions.
  4. The appointment process shall be in accordance with Article VII, §C of the contract.
  5. Current Department Chairpersons and/or Chair/Liaison Teachers who reapply for the position and are not appointed, or who are reassigned to full teaching duties during the school year, shall be given reasons in writing. Such reasons as "the department would profit from a change in leadership"; or the administration feels that rotating this position is "desirable"; "the administration feels that the position has been a strain on you personally and that you need a rest", will be acceptable.
  6. The persons appointed to these positions will continue to be designated as teachers, and no administrative certificate will be required.



## I. Job Description

### 1. Department Chairpersons

- a) To provide leadership to curriculum development projects which will keep the educational offerings of the department current in terms of national and state goals and, also, appropriate for the needs of Harrison students.
- b) To plan with the other members in the department to teach the curriculum content in such a fashion that all students will receive the same high quality of classroom instruction and content offering.
- c) To observe the non-tenured teacher in his/her department a minimum of four (4) occasions annually and the tenured teacher in his/her department a maximum of two (2) occasions annually for the purpose of coordinating the curriculum and improving instruction. The Chairperson will not observe the classroom work of his/her fellow teachers for the purpose of evaluating the instructional skills of the teacher nor will the Chairperson render judgment regarding the continued employment of a teacher. The written format to be used for recording such observations shall be mutually agreed upon between the parties.
- d) To prepare the budget for his/her department in cooperation with his/her fellow teachers and the school principals or their designees.
- e) To facilitate the substitute teacher program and direct the teachers in his/her department in the preparation of plans for use by the substitute.
- f) To consult with the principals regarding the quality of the instructional program in his/her department and make recommendations for continuous improvement.
- g) To assist the principals in preparing the teaching schedules and subject assignments for the members of the department.
- h) To assist the principals in interviewing new teachers for the department.

### 2. Clerical Assistance and Work Areas

- a) A full time secretary shall be provided for Department Chairpersons.
- b) Every effort will be made to provide an appropriate work area for Department Chairpersons.

## **ARTICLE XII: Teacher Evaluation & Records**

It is agreed that the purpose of an evaluation procedure is continually to strengthen and improve the quality of education in the School District by improving teacher performance and by providing a basis for determinations regarding retention of teachers. It is a basic principle of any evaluation procedure that the identification of deficiencies in the performance of any teacher must incorporate a process of self-evaluation and must be promptly followed by good faith efforts toward improvement on the part of the teacher to the end that both probationary and tenured teachers shall attain and maintain a high level of proficiency.

Subsections A through E below and Exhibits B-1, B-2, and B-3 shall apply to the observation and evaluation of teachers from July 1, 2010, through June 30, 2012. Effective July 1, 2012, the provisions associated with teacher observation and evaluation shall be specified in the District's state-approved Annual Professional Performance Review (APPR) Plan. The Memoranda of Agreement between the District and the Association that specify any state-approved material changes to said plan, shall be appended to this agreement.

### **A. General Policies**

1. Copies of the current observation evaluation instruments (Exhibit B) will be available for teachers in the principal's office at the beginning of each school year.
2. All monitoring or observation of work and performance of teachers will be conducted openly with full knowledge of the teacher. The use of public address, audio systems or similar surveillance devices shall not be used for this purpose.
3. Only qualified certified administrators, supervisors and department chairpersons shall be used to evaluate teachers.

### **B. General Classroom Observation Procedures**

1. A pre-observation conference shall be held between the observer and a non-tenured and probationary teacher prior to the first formal announced observation of the school year in each of the teacher's probationary years. A pre-observation conference may be requested by a tenured teacher prior to the first formal observation of the school year. Discussion at the conference may include the teacher's objectives, methods and materials planned for the lesson to be observed.
2. Once each school year a teacher shall have the right to request a deferment of a class observation if good reason exists. The observer will decide if good reason does exist. It is expected that such request will be honored with rare exceptions but it is also expected that individual teachers will rarely make such a request. The postponement may be for no more than ten (10) school days except by agreement between the teacher and the evaluator.

3. An effort will be made to arrange class observations and accompanying evaluations beginning early in the school year so as to provide maximum opportunity for positive individual guidance and assistance.
4. The post observation conference and teacher receipt of the classroom observation report will occur within seven (7) school days of the observation.
5. A copy of every classroom observation and annual evaluation report shall be placed in the teacher's personnel file. No classroom observation or annual evaluation report shall be submitted to Central Administration, placed in the teacher's file or otherwise distributed or acted upon without a prior conference with the teacher.
6. The teacher shall sign any report of an observation or evaluation report to indicate that he or she has seen the report, with the understanding that such signature does not necessarily indicate agreement with the contents of the report. Included in any negative report should be suggestions designed to improve the performance of the teacher. The teacher being evaluated shall have ten (10) working days to submit a written response to the evaluation report, which shall be attached to it in his/her file. The time limits in this paragraph may be extended upon mutual written agreement.
7. The duration of such observation should encompass the beginning and ending of a lesson unless shortened by mutual agreement.
8. Because of the subjective nature of personnel evaluation, it may be advisable that a teacher be observed by more than one (1) administrator during the school year.

#### C. Evaluation of Probationary Teachers

1. Effective with the 2012-2013 school year, the minimum number of classroom observations for probationary teachers shall be reduced from five (5) to four (4).  
  
Effective with the 2012-2013 school year, probationary teachers shall have the option to produce and submit to their supervisor(s) a written mid-year reflection on their progress. The Mentor Advisory Council shall produce a sample written reflection and will develop guidelines for the implementation of the written reflection.
2. Proper notice of the first formal observation and one (1) subsequent observation for evaluation purposes in each year of the probationary period will be given. Administrators will provide one (1) day's notice. Additional observations for evaluation purposes may be conducted from time to time without prior notice.

#### D. Notice of Tenure Denial

Probationary teachers to be denied tenure or not to be employed for the following school year will be so notified at least sixty (60) days prior to the effective date of such termination. A teacher who fails to exercise his/her duties faithfully and responsibly after receiving notice of termination shall be subject to summary dismissal. Such dismissal shall not be subject to grievance procedure.

E. Evaluation of Part-time and Tenured Teachers

- i. The minimum number of formal observations for tenured teachers is one (1) per year.
- ii. In addition to observations initiated by the evaluator, tenured teachers may also invite observations.
- iii. Administrators are encouraged to offer constructive suggestions designed to meet the particular needs of the experienced teacher.
- iv. Prior notice of the first formal observation for evaluation purposes will be given. Administrator will provide one (1) day's notice. Additional observations for evaluation purposes may be conducted from time to time without prior notice.
- v. The District commits to developing an alternative APPR for tenured teachers to be implemented in the 2012-13 school year. The District and the Association agree to form a joint committee in the 2011-12 school year to study samples from other districts and develop the alternative APPR program. The District retains the authority to write an APPR for a teacher who had been completing an alternative APPR in a given year if the Superintendent determines it is warranted.

F. Review of Personnel File

A teacher will be provided, upon request, an opportunity to review and make copies of non-confidential personnel data concerning him/herself at a reasonable time to the Superintendent. All such material will be kept in files located with the Superintendent. A teacher will be entitled to have a representative of the Association accompany him/her during such review. Only those who have an official right and reason for so doing may inspect a teacher's file, and said file shall not be open to public inspection except upon specific consent by the teacher and the Association.

G. Response to Derogatory Materials

No material derogatory to the teacher's conduct, service, character or personality will be placed in his/her personnel file unless the teacher has had an opportunity to review the material. The teacher will acknowledge that he or she has had the opportunity to review such material by affixing his/her signature and the date to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher will also have the right to submit a written answer to such

materials, and his/her answer shall be reviewed by the Superintendent and attached to the file copy.

H. Teacher Discipline

No teacher will be reduced in rank or compensation, or deprived of any professional advantage without just cause.

I. Complaints Against A Teacher

When an administrator receives a parental complaint or student complaint against a teacher and the Administrator decides to make the complaint a matter of record in the teacher's personnel file, the teacher shall have the opportunity to discuss the complaint with the Administrator and to include a response to the complaint in his/her personnel file.

At the teacher's request a representative of the Association shall be present when the complaint is discussed with the teacher in conference with the Administration.

Time lost by a teacher in connection with the investigation of any incident mentioned in this Article shall not be charged against the teacher.

J. Report of Special Achievement

Administrators are hereby encouraged to place in the teacher's file information of a positive nature indicating special competencies, achievements, performances or contributions of an academic or professional nature. Any such materials received from outside competent, responsible sources shall be included in the teacher's file. The teacher will acknowledge that he or she has had the opportunity to review such material by affixing his/her signature to a copy to be filed.

### **ARTICLE XIII: Sick Leave**

A. Sick Leave

1. All teachers shall receive fourteen (14) days sick leave annually at full salary. For all teachers hired prior to July 1, 1995, there shall be unlimited accumulation of unused sick days. For all teachers hired on or after July 1, 1995, there shall be a maximum accumulation of two hundred twenty-five (225) sick days. A doctor's certificate may be required upon the request of the Board of teachers who are absent the day before or the day after a school holiday and also after an absence of five (5) consecutive school days.

2. Reimbursement for Required Doctor's Certificate

- a) If the teacher has seen a doctor, then reimbursement for the cost of a required certificate will be made up to a maximum of:

School Year	Amount
2010-2011	\$14
2011-2012	\$15
2012-2013	\$15
2013-2014	\$15
2014-2015	TBD

- b) If the teacher has not seen a doctor, then reimbursement for the cost of visiting a physician and obtaining a required certificate will be made up to a maximum of:

School Year	Amount
2010-2011	\$32
2011-2012	\$33
2012-2013	\$33
2013-2014	\$34
2014-2015	TBD

- c) In all cases where costs are reimbursed by insurance, the District will not pay.
- d) No payment will be made for certificate requests related to the absence of a teacher the day before or the day after a holiday.

3. Teacher absences shall be an area of mutual concern to both the Association and the Board. To this end a form will be developed to record and report a teacher's annual absences.

B. Sick Leave Bank

A Sick Leave Bank (SLB) shall be established to provide income protection to participants in the event of long-term illness or injury.

1. Definitions

- a) "Eligible Teacher" - Any member of the Bargaining Unit who has been in the Harrison School System for at least three (3) school years.
- b) "Committee" - The group of individuals appointed to administer the SLB, as hereinafter provided.

- c) "Contribution of Leave Days" - A form approved by the Committee for eligible teachers to sign to contribute the appropriate leave days for such participation, as hereinafter provided.
- d) "Participant" - A teacher who has been approved by the Committee and whose participation has not been terminated as hereinafter provided.
- e) "Benefit Leave" - A withdrawal from the SLB of leave days granted by the Committee.
- f) "Leave Day Withdrawal Request" - A form approved by the Committee for Participants to sign when applying for Benefit Leave.

2. Composition and Responsibilities of Committee

The Committee shall:

- a) Consist of three (3) teachers appointed by the Association. The methods of selection, terms of office, and other similar issues shall, with respect to each such teacher, be determined by, and be the responsibility of, the Association.
- b) The authority of the committee is limited to the administration of the regulations set forth herein and shall inform the Superintendent of its steps, procedures, and operations and make available to him/her all decisions as well as rationales employed in making those decisions.
- c) Prepare appropriate forms of contribution of Leave Days and Leave Day Withdrawal Request; arrange for duplication and distribution thereof so as to assure their availability to all who are entitled to receive them.
- d) Take all appropriate steps as are reasonable in order to facilitate enrollment in the SLB.
- e) Establish procedures for the maintenance of appropriate records with respect to SLB in conjunction with the Business Office.
- f) Review and pass upon all Leave Day Withdrawal Requests submitted to it. All forms approved by the Committee shall be forwarded promptly to the Business Office. Any disapproval shall be returned promptly to the applicant, together with an explanation for such disapproval.
- g) Do all other things necessary to insure the proper functioning of the SLB.

3. Contributions

- a) The initial contribution required of each eligible teacher shall be two (2) Sick Leave Days.
- b) The Committee shall call upon Participants for contributions of one (1) additional day each whenever the total number of days in the SLB falls below four hundred (400).

4. Withdrawals

- a) A Participant must exhaust all accumulated sick leave days and wait thirty (30) school days from the date the long-term illness or injury commenced prior to being eligible for Sick Leave Bank days.
  - i. An applicant with thirty (30) or more accumulated sick leave days will be required to exhaust all sick leave days prior to making application to the Sick Leave Bank. Once all days have been exhausted, the Participant shall immediately be eligible to apply to the Sick Leave Bank.
  - ii. An applicant with less than thirty (30) accumulated sick leave days will be required to exhaust all sick leave days prior to making application to the Sick Leave Bank. Once all days have been exhausted, the Participant shall be removed from payroll during the remainder of the thirty (30) school day wait period. Only after waiting thirty (30) school days shall the employee be eligible to apply to the Sick Leave Bank. If the employee meets the criteria for Sick Leave Bank days, days shall be retroactive to the thirty-first (31<sup>st</sup>) day.

For example and example only: If an employee has twenty-five (25) accumulated sick days and suffers from a long-term illness or injury, said employee must use his/her twenty-five (25) sick days first and will then be removed from payroll for five (5) days prior to being eligible to apply for days from the Sick Leave Bank.

- b) If a Participant returns to school in the same year after being granted days from the Sick Leave Bank and subsequently suffers from a catastrophic illness which requires the Participant to be out of school, said Participant shall not be required to wait thirty (30) school days prior to being eligible for Sick Leave Bank days. If a Participant returns to school in the same year after being granted days from the Sick Leave Bank and subsequently suffers from an illness or injury, other than a catastrophic illness, which requires the Participant to be out of school, said Participant shall be required to wait thirty (30) school days prior to being eligible for Sick Leave Bank days.



- c) Withdrawals may only be made in connection with a long-term illness, or injury, of a Participant. This shall not include illness or injury of another member of a Participant's family or time taken by a Participant to assist such other family member, nor shall it cover days for which a Participant is receiving Workmen's Compensation.
- d) Should a Participant be unable to do so, a member of the Participant's family or an agent may prepare and file a Sick Leave Withdrawal Request on the Participant's behalf.
- e) Each Sick Leave Withdrawal Request must be accompanied by a statement signed by a physician confirming the nature of the illness or injury and the anticipated duration of the resulting incapability to attend to the Participant's duties.
- f) Should the Committee so request, either before or after approval of a Sick Leave Withdrawal Request, the Participant shall be required to undergo a medical review by a physician of the Committee's choice at the Participant's expense. Failure to comply with such request shall result in disapproval or cancellation of the request.
- g) The Committee shall not grant a withdrawal of more than thirty (30) days for any one (1) Participant at any one time. Additional leave days may be granted to a Participant after any thirty (30) day grant only on request to, and after review by, the Committee and compliance with any reasonable requirements requested by the Committee. The maximum lifetime benefit available to any participant in the SLB shall be one hundred eighty (180) days.
- h) The Committee shall have the right to disapprove Sick Leave Withdrawal Request for any appropriate reasons, including any duly authenticated improper use of accumulated sick leave by the Participant.
- i) The decisions of the Committee are final.

5. Termination

A Participant's right to continue to participate in the SLB shall terminate only upon termination of Participant's employment by the District or failure of the Participant to contribute additional leave days duly called for by the Committee, unless the Committee grants a waiver.

- 6. In the event the District believes that the Sick Leave Bank Committee granted days inappropriately, the matter will then be resolved through grievance and arbitration.

## **ARTICLE XIV: Extended Leaves of Absence**

### **A. Leaves of Absence For Professional Association Officers**

The Board agrees that one (1) teacher who has tenure at any one (1) time designated by the Association will, upon request, be granted a leave of absence for up to two (2) years without pay for the purpose of engaging in Association (local, state or national) activities. Upon return from such leave, such teacher will be considered as if he or she were actively employed by the Board during the leave and will be placed on the salary schedule at the level he or she would have achieved except for such leave.

### **B. Association Attendance at Professional Meetings**

The District will grant up to ten (10) days at full pay for Association business. From the sixth (6<sup>th</sup>) through the tenth (10<sup>th</sup>) day, the Association will reimburse the District for the cost of substitute teachers.

### **C. Peace Corps, Exchange Teacher and Similar Leaves**

A leave of absence without pay of up to two (2) years will be granted to any tenured teacher who joins the Peace Corps, Vista, National Teachers Corps, or serves as an exchange teacher and is a full-time participant in such programs. The teacher returning from such leave will not receive credit for steps in the salary schedule. In all other respects the teacher will receive such benefits to which he or she is entitled under the then existing salary schedule.

### **D. Child Care Leave**

1. An employee seeking a Child Care Leave due to the birth or adoption of each child shall be granted such leave in one (1) year increments, up to a maximum of two (2) years per child. When submitting the leave request, the employee shall indicate if the leave is for one (1) year or two (2) years. In the event that the employee chooses a one (1) year leave, the employee may extend the leave for an additional year provided notice is given to the District on or before March 15<sup>th</sup> of the first year of the leave. If the first year's leave begins after March 15<sup>th</sup> the employee will indicate if the first year's leave will end on July 1<sup>st</sup> of that year, or if the second year's leave will be taken. For any teacher who requests a second year of child care leave for the same birth or adoption, the second year of child care leave must be contiguous with the first year of child care leave.
2. In the event a teacher elects to take a child care leave, the teacher will not be granted a leave for an additional birth or adoption unless said teacher has returned to service for one (1) full school year.

3. In the event a teacher elects to take a second year of a child care leave, in accordance with paragraph “1” above, and said teacher has a non-resident tuition free student attending the District, said teacher shall be required to pay the District’s non-resident tuition rate during the second year of the child care leave.
4. Teachers who elect to take a second year of a child care leave in accordance with paragraph “1” above, are required to complete fifteen (15) hours of professional development upon return to the District.
5. The end of the first year’s leave shall be the first July 1<sup>st</sup>, after the commencement of the Child Care Leave. The date of the leave’s termination will be established between the employee and the District prior to the commencement of the Child Care Leave.
6. The employee’s FMLA leave rights shall be subsumed within the Child Care Leave.
7. If husband and wife are both employed by the District only one (1) of them may take a child Care Leave at any given time.
8. If the employee chooses not to take Child Care Leave, upon exhausting her sick leave for pre and/or postpartum disability, the employee shall have the right to commence a FMLA leave. For employees not utilizing sick leave (male or female), the employee shall have the right to commence the FMLA leave upon the birth or adoption of the child.
9. Notice of the Request for Child Care Leave shall be provided by the employee to the District within sixty (60) calendar days of the date of commencement of such leave. In the case of an adoption, in which the employee learns of such adoption less than sixty (60) calendar days prior to its occurrence and subsequent election of Child Care leave, notice will be given to the District upon the employee’s receipt of confirmation of the intended adoption.
10. Notice of the Request for FMLA Leave shall be provided by the employee to the District within thirty (30) calendar days of the date of commencement of such leave. In the case of an adoption, in which the employee learns of such adoption less than thirty (30) calendar days prior to its occurrence and subsequent election of FMLA leave, notice will be given to the District upon the employee’s receipt of confirmation of the intended adoption.
11. A teacher may request an early return to duty. The decision to grant this request will be at the sole discretion of the District.

E. Personal Leave Without Pay

A leave of absence without pay or increment may be granted to tenured teachers at the discretion of the Board in cases of special need. Seniority shall not accrue during a leave of absence without pay.

F. Public Office Leave of Absence

The Board will grant a leave of absence not exceeding two (2) years without pay or increment to any teacher to campaign or serve in public office.

G. Resumption of Benefits After Leave

All benefits to which a teacher was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave and credits toward sabbatical leave eligibility, will be restored to him/her upon his/her return, and he/ she will be assigned to the same position, which he or she held at the time said leave commenced, if available, or if not, to a substantially equivalent position. The teacher's employment shall begin no later than the first day of the next school year.

H. Requests for Extension of Leave

All requests and grants for extension or renewals of voluntary leaves will be in writing. Such written notification shall be submitted to the Superintendent no later than May 1<sup>st</sup> for a September 1<sup>st</sup> return and no later than October 1<sup>st</sup> for a February 1<sup>st</sup> return. If such notice is not received by the Superintendent by the designated dates, the teacher will be presumed to have abandoned his/her job. All leaves granted by the Board under §§ A, C, and F above shall commence at the end of a school year and shall not be granted for any period during the school year unless specifically authorized by the Superintendent.

**ARTICLE XV: Temporary Leaves of Absence**

A. Personal Leave

Each teacher shall be allowed three (3) days leave with full pay during each school year for the purpose of transacting or attending to personal business which cannot be attended to on other than a school day or during school hours. Except in an emergency, the nature of which shall be made known to the teacher's appropriate principal or immediate supervisor, the teacher taking personal leave shall give his/her appropriate principal or immediate supervisor written notice of his/her intention to take this leave at least three (3) days in advance of the day he or she proposes to be absent. A teacher need not specify his/her exact reason for taking leave, and approval by the appropriate principal or immediate supervisor is not required. No payment will be made for personal leave taken before or after a holiday or vacation except that in cases of emergency such payment may be made upon the approval of the Superintendent. Unused personal days shall be added to a teacher's accumulated sick leave at the end of each school year.

B. Public Obligations

Necessary time will be granted by the Building Principal with full pay for appearances in any legal proceedings connected with the teacher's employment or with the school system if the teacher is required by law to attend.

C. Serious Illness in Family or of Member of Household

A teacher shall be allowed a maximum of five (5) days of leave with full pay during each school year because of serious illness in his/her immediate family or serious illness of a member of the household of which the teacher is a part, provided that the services of the teacher is required and the teacher is rendering service. Such leave to a maximum of five (5) days will be deducted from a teacher's accumulated sick leave. Each teacher shall be granted an extended leave of absence without pay for up to one (1) year for the purpose of caring for a seriously ill member of his/her family or a seriously ill nearest relative.

The Board may also grant additional leave without pay for this purpose.

D. Death in the Immediate Family or of Member of Household

1. A teacher shall be granted up to five (5) days of leave with full pay during each school year for each death in the immediate family or of a member of the household of which the teacher is a part.
2. A teacher shall be granted up to three (3) days of leave with full pay during each school year for each death in the family other than in the immediate family.

E. Birth in the Family

All teachers are granted up to three (3) days of leave with full pay during each school year due to the birth of a baby.

F. Definition of "Immediate Family"

For the purpose of §§ C and D(1) above, the term "Immediate Family" means spouse, child, mother, father, brother, sister. For the purpose of §D(2) above, the following members of the family are included: grandfather, grandmother, father-in-law, mother-in-law, grandchildren, brother-in-law, sister-in-law, son-in-law, daughter-in-law, aunt, uncle.

G. Jury Duty and Court Attendance

Leave with full pay shall be granted for each school day when a teacher is required in Court for jury duty or when a teacher is required to be in Court for a school related matter as the result of service of a validly issued subpoena.

## **ARTICLE XVI: Educational Development Grants**

### **A. Introduction**

An Educational Development Grant (EDG) is an investment in an educational experience which will result in a more highly qualified motivated staff. It is an investment in experienced, successful teachers who strive to perfect their performance in the classroom. It is an investment which pays multiple dividends in an improvement in the quality of education in Harrison.

### **B. Purpose**

Educational Development Grants will be awarded for the following purposes:

1. University Study - engaging in full time study at a college or university (foreign or domestic) to increase knowledge and/or to enrich background in a teacher's area or in a related area.
2. Formal Study - participating in extended workshops, programs, seminars, etc., such as those sponsored by the National Science Foundation, the National Endowment for the Humanities, the National Council of Teachers of English, etc.

### **C. Eligibility**

All applicants for Educational Development Grants must be full time employees and must have been employed by the Harrison Central School District for at least ten (10) full years at the time of filing application for an EDG.

### **D. EDG Selection Committee**

1. The EDG Selection Committee shall consist of two (2) teachers appointed by the Association, two (2) administrators appointed by the Superintendent, and one (1) member of the Board of Education appointed by the President of the Board.
2. The Selection Committee shall meet during the first week of March for the purpose of evaluating all applications for Educational Development Grants. The Selection Committee is encouraged to interview applicants during the evaluation process. By April 1<sup>st</sup>, the Committee will notify all successful applicants.
3. In evaluating applications and awarding Educational Development Grants, the Selection Committee must heed the following:

- a) When two (2) applicants are deemed to be equally meritorious, preference is given to the applicant longer in service, except as provided in (b) below.
- b) When two (2) applications are deemed to be equally meritorious, preference is given to the applicant who has not been awarded an EDG previously.
- c) Care must be taken to provide a proportionate number of Grants to both elementary and secondary teachers.
- d) Educational Development Grants will not be awarded to any teacher more often than once in every three (3) years, unless there are insufficient applications.
- e) Under no circumstances are applicants' salaries to be considered in awarding an EDG.

E. Applications

- 1. Applications for Educational Development Grants shall be submitted to the Superintendent in writing between February 1<sup>st</sup> and February 15<sup>th</sup> prior to the school year (July 1<sup>st</sup> - June 30<sup>th</sup>) for which the Grant is requested. The application must state clearly the purpose of the applicant, the benefit(s) to be derived, the type of Grant requested, the time period for which the Grant is sought (first semester, second semester, or full year) and the applicant's salary step.
- 2. The Superintendent shall forward all applications to the EDG Selection Committee in a timely manner.
- 3. Each successful applicant, in accepting an EDG, agrees to sign and to honor a contract in which the applicant agrees to fulfill all the provisions of the application, and to return to full time employment in the district for three (3) successive years following the termination of the EDG. The Board's representative, likewise, will sign the contract in which the Board agrees to retain the applicant as an employee during the time of his/her EDG, and to restore the applicant to a position of like nature and status with all accrued seniority and increments, whether automatic or from salary schedule revision based on normal step advancement, and, upon completion of the EDG, to provide the Superintendent and Board of Education with a presentation (to be oral and/or written at the option of the teacher) outlining the nature of the program of participation as well as the resulting benefits to the teacher and the School District.

F. Compensation for Educational Development Grants

1. Teachers will be awarded fifty percent (50%) of their annual salary for an EDG that encompasses the entire academic year (September 1<sup>st</sup> - June 30<sup>th</sup>).
2. Teachers will be awarded fifty percent (50%) of their semester's salary for an EDG of one (1) semester's duration.

### **ARTICLE XVII: Non-Instructional Duties**

#### A. Assignment of Non-Instructional Duties

1.
  - a) Elementary teachers will be relieved of assigned student supervisory duties (i.e. study halls, lavatory duties, lunch time duty, playground duty, hall duties, and bus duties).
  - b) Elementary teachers may volunteer to supervise playground activities during student lunch periods. It is understood that this voluntary supervision shall, in no way, be a term or condition of employment. Compensation shall be provided in accordance with Exhibit "F".
2. Teachers will not be required to perform clerical functions such as registers, duplicating instructional materials, and school student accounts. It is expected that they will perform only those normal clerical functions ordinarily associated with their position.
3. Teachers relieved from non-instructional duties may be assigned professionally related activities such as:
  - Individual tutorial work
  - Approved curriculum development projects
  - Team meetings
  - Parent conferences
  - Academic preparation
4. The Board and Association acknowledge that the faculty's primary responsibility is to educate the children and that its energies should, to the maximum extent possible, be utilized to this end. It is therefore, agreed that non-instructional duties will be minimized through rotation and/or elimination as it becomes practicable and educationally sound to do so.
5. Non-instructional duties may include: bus supervision, lunch supervision, playground supervision, athletic and social events supervision, silent sustained reading and other assignments mutually agreed upon jointly by the Association and Administration. Voluntary participation in music night supervision, physical education night is not precluded by this provision, but no teacher shall be



required, as a condition of employment, to attend these activities unless directly involved.

6. Teachers will not be required or requested and may not drive any vehicle carrying pupils to activities which take place away from school buildings, except in an emergency or, in the case of a school vehicle, with the consent of the teacher.
7. Nothing in this provision shall be construed to relieve teachers of a responsibility to assist in the general supervision and discipline of students at any and all times, including the control of students during the passing of classes.

#### B. Rotation of Non-Instructional Duties

1.
  - a) All non-instructional duty assignments, whether they are voluntary duties or assigned duties, should be made on the basis of equitable distribution of duties and where appropriate on the basis of seniority if all other qualifications are equal among teachers who are equally qualified.
  - b) A qualified teacher who is most senior among the applicants for a paid non-instructional duty of a semester's or a year's duration shall not be appointed to said duty more often than every four (4) years unless there are insufficient qualified applicants.
  - c) If a problem concerning the performance of a teacher arises at one (1) of these duty assignments, the principal will notify the teacher in writing. Subsequently, if the teacher reapplies, the final determination will be made by the Building Principal.
2. Whenever administratively possible a first-year teacher will be assigned only those duties which allow that teacher to work with an experienced teacher. Such assignments should be changed frequently during the year to allow new teachers to gain experience in a variety of non-instructional duty assignments.

#### C. Meetings and School-Related Activities

1. The Association shall make every effort to encourage teachers to attend school - related activities. To this end, the Association shall publicize such activities:
  - in the Association Newsletter, Top Hat
  - at monthly Representative Council meetings, and
  - at faculty meetings through the building directors.
2. Each school year there will be one (1) 'Back to School Night' for grades K — twelve (12).

The Superintendent will set two (2) early dismissals for grades one (1) — five (5) each semester. This time will be used for parent conferences. The Superintendent will set two (2) full days each semester for Kindergarten parent conferences. Coverage will be arranged by the District.

**ARTICLE XVIII: Student Teachers**

- A. 1. A student teacher will be assigned to a teacher only with that teacher's consent except that a teacher may be required to accept a student teacher once in every five (5) years without the teacher's consent. A teacher taking a student teacher will be notified four (4) weeks before the start of the program except that the teacher may waive this notice requirement.
- 2. Student teachers will be assigned to tenured teachers only.
- 3. If the cooperating teacher is unable to obtain a course for which the District will give salary credit approval, then the teacher may, without prejudice, refuse to accept the student teacher, and shall not be assigned a student teacher as specified in paragraph “1” for one (1) year.

**ARTICLE XIX: Substitute Teachers**

- A. Qualifications of Substitutes  

All positions requiring the employment of Substitutes will, to the extent possible, be filled by personnel who have met the State certification requirements. If a certified substitute teacher is unavailable, such vacancy will be filled by the best qualified non-certificated person available.
- B. Notice of Long-Term Substitutes  

The Association shall be promptly notified by the Superintendent of any non-certified substitute teacher who teaches more than forty (40) days in a school year.
- C. Salaries of Substitutes
  - 1. Per diem substitute teachers shall be paid a per diem rate of the following:

School Year	Amount
2010-2011	\$108
2011-2012	\$111
2012-2013	\$113
2013-2014	\$115
2014-2015	TBD

Any per diem substitute who has worked 40 substitute days in each of three (3) consecutive years will receive the per diem rate of the following:

School Year	Amount
2010-2011	\$115
2011-2012	\$118
2012-2013	\$120
2013-2014	\$123
2014-2015	TBD

2. A per diem substitute teacher shall be placed on the regular teacher salary schedule effective the twenty-first (21<sup>st</sup>) consecutive school day that the per diem substitute has been assigned to the same assignment.

D. Designated Per Diem Substitutes

1. The District may employ, at its discretion, designated per diem substitutes (known as undesignated substitutes) for the purpose of replacing regular teachers who are absent on a day-to-day basis.
2. Individuals hired as designated substitutes will be guaranteed one hundred twenty (120) school days of employment in a given school year with no guarantee of employment into a subsequent school year. Designated substitutes who are hired after the commencement of a school year shall receive a guarantee of a pro-rated number of days.
3. Designated substitutes shall not be eligible for fringe benefits of any kind afforded to members of the bargaining unit serving under other titles except as provided in paragraph “5” below.
4. Designated substitutes will serve on a part-time substitute basis. Therefore they shall not be entitled to seniority or be eligible to obtain tenure.
5. The rate of pay for designated substitutes shall be the following per diem rate:

School Year	Amount
2010-2011	\$108
2011-2012	\$111
2012-2013	\$113
2013-2014	\$115
2014-2015	TBD

However designated substitutes may opt for individual health insurance coverage. The rate of pay for designated substitutes who opt for individual health insurance shall be the following per diem rate:

School Year	Amount
2010-2011	\$87
2011-2012	\$90
2012-2013	\$91
2013-2014	\$93
2014-2015	TBD

**ARTICLE XX: Insurance, Annuities & Retirement**

A. Tax Sheltered Annuity

The Board agrees to withhold a portion of a teacher's salary and to apply those funds to the purchase of an annuity plan or program agreed upon by the teacher and the Board.

There will be only two (2) enrollment periods throughout the year. Any employee who enrolls, or changes his/her rate of contribution to this plan must have his/her tax sheltered annuity enrollment form or contract into the school district Business Office by July 1<sup>st</sup>, to be effective by September 1<sup>st</sup>, or by December 1<sup>st</sup>, to be effective by January 1<sup>st</sup>. The tax law allows an individual to change the amount of the tax deferred contributions only once in each year.

Any participating member who wishes to terminate or discontinue his/her contributions to this plan may do so by notifying the school district Business Office in writing at least thirty (30) days in advance of the termination date.

The contributions to the annuity plan will be automatically deducted in equal parts from each paycheck and forwarded to the respective companies after they have submitted their monthly statements verifying contract members to the Business Office.

B. Health Insurance

1. Effective July 1, 2010, all active employees who meet the criteria of §B(2) below, enrolled in the individual, family and two (2) person plan, shall make the following employee contributions:

2010-2011:	12% employee contribution
2011-2012:	12.5% employee contribution
2012-2013:	13% employee contribution

2013-2014:	14% employee contribution
2014-2015:	15% employee contribution

In addition, in any year, should the cost of health insurance rise above twelve percent (12%), the cost above twelve percent (12%) will be equally shared between the parties.

The remaining cost of the health insurance program shall be assumed by the District.

2. Health insurance shall be limited to full-time employees only. However, part-time employees who were on staff as of June 30, 2000, and also received health insurance benefits at that time, shall continue to receive health insurance benefits at the same rate as the full-time employees.
3. For any employee that elects to participate in the District's § 125 plan (See Article XX, §D), the employee's health insurance contribution shall be deducted in accordance with such plan. For any employee that does not elect to participate in the District's § 125 plan, the employee's health insurance contribution will be deducted directly from the employee's salary over the course of the year.
4. The Board shall pay the full cost of health insurance in retirement for teachers who retire from the District prior to July 1, 2008, and who have at least twenty (20) years of service in the District. The Board shall select the health insurance plan. The Medicare health insurance program shall be considered in selecting the program for retired teachers. Effective July 1, 2008, the District and the Association members shall share the costs of health insurance for teachers retired from the District after June 30, 2008 in the following manner:

Years of Service to the District	Retiree's Portion	
	Pre- Medicare	Medicare
10-15 years of District service	10%	6%
16-20 years of District service	9%	5.25%
21-25 years of District service	7.5%	4.5%
26+ years of District service	5%	3%

5. While currently the District participates in the Southern Westchester Schools Co-operative Health Plan, a joint committee shall be established to investigate the possibility of subscribing to a new health insurance plan. It is understood that any such plan shall include all current and future benefits provided by the New York State Employees Health Plan.
6. Members of the bargaining unit who are covered under another health insurance plan under either a spouse or relative, may opt to waive coverage under this agreement for a full year by completing the appropriate form furnished by the

District. In order to be eligible for this option a member of the bargaining unit must certify that he or she has health insurance through another source. The District will pay these employees an amount equal to fifty percent (50%) of the net savings in premiums that would be expended on their behalf taking into account any retirement or social security that must be paid on this amount. Employees electing to waive coverage must do so by October 15<sup>th</sup> with the provisions of this section taking effect on January 1<sup>st</sup>. Payment to the employees shall be made in two (2) halves with the first half being made during the first payroll period in March and the second being made during the first payroll period in October. Reinstatement of full coverage may be made by notifying the District in writing no later than October 15<sup>th</sup> of the succeeding year. Reinstatement will take place on January 1<sup>st</sup>. In the event of an emergency causing the loss of insurance through another source the previously stated notification deadlines may be waived to the extent that there is no conflict with the requirements of the District's insurance carrier. If reinstatement occurs during such an emergency, the employee will repay, pro rata, any amount already forwarded to him/her.

- 7. Any individual who is currently receiving Medicare reimbursement from another source shall not be entitled to Medicare reimbursement from the District.

C. Benefit Trust

The Board shall contribute the following per capita payments to the Harrison Teachers' Benefit Trust, for the purpose of purchasing dental insurance, group life insurance and/or disability benefits:

School Year	Amount
2010-2011	\$1392
2011-2012	\$1431
2012-2013	\$1456
2013-2014	\$1485
2014-2015	TBD

Payment shall be made in one (1) lump sum to the Benefit Fund on or before July 31<sup>st</sup> of each year. Payment of the Board contribution shall be made in two (2) lump sums (each being one half [1/2] of the total), the first on or before July 31<sup>st</sup> of each year and the second on or before January 31<sup>st</sup> of each year. The Board shall deduct from the salary of a teacher, who so authorizes in writing, the teacher's contribution to the Benefit Trust in the amount designated by the teacher and shall transmit the monies so deducted to the Benefit Trust. The above payment or payments of the Board's contribution shall be amended as the employment situation changes and the Association shall certify the additions and deletions.

The Board shall contribute the same per capita payments to the Harrison Teachers Benefit Fund for its Administrators as it does for teachers.

D. Flexible Spending Plan

The parties shall continue to maintain a flexible spending plan in accordance with § 125 of the Internal Revenue Code.

E. Unused Sick Leave Conversion

Effective July 1, 2008, any member of the bargaining unit who retires shall be eligible for the following unused sick leave conversion benefits:

0-75	\$0.00	(0.00)
76-150	\$60.00	(4,500.00)
151-200	\$65.00	(3,250.00)
201-250	\$70.00	(3,500.00)
251-275	\$25.00	(625.00)
TOTAL		\$11,875.00

In addition to the foregoing, effective July 1, 2008, teachers who have worked thirty (30) or more years for the District shall be eligible for the following additional unused sick leave benefits:

0-75	\$60.00	(\$4500)
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Effective July 1, 2008, the per diem conversion rate for retirement purposes only shall be limited to a maximum of two hundred seventy-five (275) accumulated days.

In order to be eligible for this benefit, teachers who are to retire in June must notify the Superintendent of their intention no later than January 15<sup>th</sup> of the year in which they will retire.

Members retiring effective July 1, 2008 and thereafter that wish to participate in the District's health insurance plan in retirement must use their sick leave conversion benefits for the purpose of premium payment into retirement according to the contribution rates set forth in Article XX, §B(4). The District shall maintain a separate accounting of said monies credited to each employee. Annually, costs attributable to the payment of the employee's share of health insurance premiums during retirement shall be recorded as a deduction from the sum credited in the accounting for each employee, until the balance is exhausted, at which time the retiree will himself/herself be billed and required to pay for his/her share of health insurance premiums. The District will provide annual statements to each retiree indicating the sums deemed remaining credited to the employee.

If the employee dies prior to exhaustion of the balance credited to them, the retiree's spouse or eligible dependents, during the period of COBRA coverage if elected, shall continue to have the costs attributable to the payment of the spouse's share of health insurance premiums deemed paid in the manner described above. Upon completion of the

COBRA period of coverage, any amount remaining in the employee's accounting will be forfeited and revert to the District.

Employees who are eligible to retire and do not elect to take health insurance into retirement shall receive payment for those unused sick leave days.

F. Death Benefits

When a teacher dies in service, that teacher's accumulated sick leave, to a maximum of two hundred (200) days, shall be converted and paid to his/her beneficiaries at a rate of:

School Year	Amount
2010-2011	\$98
2011-2012	\$100
2012-2013	\$102
2013-2014	\$104
2014-2015	TBD

G. Part-Time Teachers

Part-time teachers who serve less than half-time shall not be eligible for the benefits set forth in this Article. Part-time teachers who serve half-time or more shall be eligible for the benefits set forth in this Article, except for the health insurance benefits which are set forth in Article XX, §B.

**ARTICLE XXI: Summer School**

- A. All openings for summer school positions shall be publicized in the Superintendent's Bulletin sent to all teachers employed by the District as soon as possible.
- B. No teaching position shall be filled by a teacher not employed by the School District if there is an equally qualified (certified) applicant for such position who is employed by said School District, and is recommended for it by the Summer School Principal.
- C. The Superintendent will have the right to restrict an applicant to one (1) class.
- D. When applications for Summer School positions exceed the positions available, the Superintendent shall consider each teacher's area of competence, major or minor field of study, and teaching years of experience.
- E. Summer School teachers will be granted one (1) personal leave day and one (1) sick leave day.
- F. Every effort will be made to limit assignments to no more than two (2) classes.



- G. When applicants for Summer School positions exceed the positions available, no teacher shall be given three (3) classes if another teacher is willing to accept one (1) class.
- H. Effective July 1, 2011, the secondary summer school stipend shall be increased by twenty percent (20%) more than the 2010-11 stipend.
- I. Sections A, B, D, and E above shall also apply to Adult Education.

#### **ARTICLE XXII: Job Description**

- A. Published descriptions are to be developed for each class position including necessary qualifications, duties, organizational responsibilities and compensation, if any, above the salary schedule. Lines of responsibility and authority are to be clearly defined.
- B. Descriptions are to be brought up to date, when necessary, with the cooperation of affected individuals and the Association. All such descriptions shall conform to the Civil Service Law and Education Law wherever applicable.

#### **ARTICLE XXIII: School Calendar**

The school calendar for each school year will be planned by the Superintendent and the Association.

- A. There will be a total of one hundred eighty-four (184) days in the school calendar per school year. This schedule includes four (4) Superintendent's Conference Days. Time will be provided for Association activities during the first or second Superintendent's Conference Day. Superintendent Conference Days shall begin at 8:30 a.m. and end at 3:00 p.m. On such days, teachers shall have no preparation period and a one (1) hour lunch which shall be provided by the District.
- B. Emergency closing days will be budgeted up to a maximum of three (3) days each school year. Unused emergency closing days will be pre-scheduled and used as holidays once the Superintendent decides winter weather conditions are no longer a threat to the proper functioning of the school district.
- C. During the week immediately preceding the start of the school year, a four (4) day orientation and staff development program will be scheduled for teachers new to the District and for second year teachers.

#### **ARTICLE XXIV: Reduction in Force**

Before a final decision that entails elimination of positions a colloquy will take place between the Association leadership and the Superintendent.

A. Procedure

1. When considering reductions in staff, the Board will first attempt to effect such reductions by attrition and if the educational program would not be adversely affected in the judgment of the Superintendent, by transfer to a different tenure area if the teacher is appropriately certified. If terminations are required, they shall be by seniority within the tenure area.
2. In determining seniority for purposes of this Agreement, the seniority date for each teacher shall be established as beginning with his/her most recent date of commencement of employment, within the tenure area, in the School District or its former autonomous districts. Time spent on unpaid leaves of absence shall not be computed in determining seniority.
3. Notification of termination by reason of reduction in force shall be made in writing to the affected teacher or teachers and to the Association at least thirty (30) days before the last day of service.
4. If a teacher is dismissed due to reduction in force, the administration shall, if requested, provide letters of recommendation to the teacher.
5. Recall shall be in accordance with law.
6. The Board shall provide the Association with a seniority list every two (2) years. The Association may bring to the Board's attention any disagreement it may have with the accuracy of the list.

B. Severance Pay and Medical Benefits

Teachers affected by a staff reduction shall receive at the time of such termination in addition to the recall provisions of the State Education Law:

1. A prorata salary equivalent to eight (8) weeks pay for teachers with ten (10) years or more service in the Harrison Central School District or its predecessor districts.
2. A prorata salary equivalent to six (6) weeks pay for teachers with seven (7) to nine (9) years of service in the Harrison Central School District or its predecessor districts.
3. A prorata salary equivalent to four (4) weeks pay for teachers with three (3) to six (6) years of service in the Harrison Central School District or its predecessor districts.
4. A prorata salary equivalent to two (2) weeks pay for teachers with two (2) years of service in the Harrison Central School District or its predecessor districts.

5. Continuation of the Health Insurance Plan by the District for a period of up to six (6) months or the securing of other employment (whichever comes first) for teacher within paragraphs “1” through “4” above and continuation of the Plan by the District for a period of up to two (2) months or the securing of other employment (whichever comes first) for teachers with one (1) year of service in the District. The District will make every effort to provide this benefit within the rules of the Plan.
6. A teacher terminated, reemployed, and then terminated again shall receive as severance pay only the difference between the amount paid on occasion of the first termination and the amount to which additional years of service may entitle the teacher on occasion of the second termination.
7. No member of the bargaining unit hired on or after July 1, 1991 shall receive more than \$6131 pursuant to paragraphs “1” through “4” above. Said amount shall be increased to the following:

School Year	Amount
2010-2011	\$6536
2011-2012	\$6716
2012-2013	\$6833
2013-2014	\$6970
2014-2015	TBD

#### **ARTICLE XXV: Board Rights**

Except as specifically and expressly modified by the terms of this Agreement, the Board retains the sole and exclusive right to manage, direct and supervise the affairs of the District and the exercise of such right shall not be subject to the grievance procedure or arbitration procedure set forth in this Agreement.

#### **ARTICLE XXVI: Grievance Procedure**

##### A. Declaration of Purpose

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

## B. Definitions Used in Grievance Procedure

1. "Grievance" is a claim by any teacher or group of teachers based on any event or condition, which is a violation, misinterpretation or inequitable application of this Agreement.
2. "Principal" means the person in charge of the building.
3. "Superintendent" or "Chief Executive Officer" means Superintendent of Schools.
4. "Association" means Harrison Association of Teachers.
5. "Aggrieved Party" means any teacher claiming a grievance.
6. A "party in Interest" means any party named in a grievance who is not the aggrieved party.
7. "Hearing Officer" means any individual or Board charged with the duty of rendering decisions at any stage of the grievance procedure.

## C. Procedures

1. All grievances shall include the name and position of the aggrieved party, the identity of the provision of this Agreement involved in said grievance, the time when and the place where the alleged events or conditions constituting the grievance existed, the identity of the party responsible for causing the said events or conditions, if known to the aggrieved party, and a general statement of the nature of the grievance and the redress sought by the aggrieved party.
2. Except for informal decisions at *Stage 1* all decisions shall be rendered in writing at each step of the grievance procedure, setting forth findings of fact, conclusions and supporting reasons. Each decision shall be promptly transmitted to the teacher and the Association.
3. If a grievance affects a group of teachers and appears to be associated with system-wide policies, it may be submitted by the Association directly at *Stage 2*, described below.
4. The preparation and processing of grievances, 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.

5. The Board and the Association agree to facilitate any investigation which may be required and to make available any and all material and relevant documents, communications and records concerning the alleged grievance.
6. Except as otherwise provided at *Stage 1*, an aggrieved party and any party in interest shall have the right at all stages of a grievance to confront and cross examine all witnesses called against him/her to testify and to call all witnesses on his/her behalf, and to be furnished with a copy of any minutes of the proceedings made at each and every stage of this grievance procedure.
7. No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by the Board or by any member of the administration against the aggrieved party, any party in interest, any representative or any other participant in the grievance procedure or any other person by reason of such grievance or participation therein.
8. Forms for filing grievances, serving notices, taking appeals, and making reports and recommendations, and other necessary documents will be developed and approved by both parties. The Chief Executive Officer shall then have them printed and distributed so as to facilitate operation of the grievance procedure.
9. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participant.
10. Nothing contained herein will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance informally adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement and the Association has been given an opportunity to be present at such adjustments and to state its views on the grievance. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, while an adjustment shall be binding upon the aggrieved party and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon either of the parties to this Agreement in future proceedings.
11. The grievant may choose whomever he wishes to represent him/her at *Stages 1* and 2, except that such representative may not be an official of a competing employee organization.
12. If any provision of this grievance procedure or any application thereof to any teacher or group of teachers in the negotiating unit shall be finally determined by any court to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

13. The Chief Executive Officer shall be responsible for accumulating and maintaining an official Grievance Record which shall consist of the written grievance, all exhibits, transcripts, communications, minutes and/or notes of testimony, as the case may be, written arguments and briefs considered at all levels other than *Stage 1*, and all written decisions at all stages. Official minutes will be kept by a party agreeable to both sides at all proceedings at *Stages 1* and *2*.

A copy of such minutes will be made available to the aggrieved party, the Association and the Chief Executive Officer within two (2) days after the conclusion of hearings at *Stages 2* and *3*. The aggrieved party, the Association or the Chief Executive Officer may advise the appropriate hearing officer of any errors in said minutes. Any such claim of error in the minutes shall become a part of the Official Grievance Record and the hearing officer shall indicate the determination made respecting such claimed error. The Official Grievance Record shall be available for inspection and/or copying by the aggrieved party, the Association and the Board, but shall not be deemed a public record.

14. The election to submit a dispute hereunder to grievance and arbitration shall automatically be a waiver by the claimant of all other remedies or forums which otherwise could be available, except that when a claim is declared non-arbitrable by an arbitrator or a court, the claimant shall have access to other forums.

#### D. Time Limits

1. Since it is important to good relationships that grievances be processed as rapidly as possible, every effort will be made by all parties to expedite the process. The time limits specified for either party shall be extended only by mutual agreement.
2. No written grievance will be entertained as described below, and such grievance will be deemed waived unless the grievance is presented in writing at the first stage within sixty (60) school days after the teacher knew or should have known of the act or condition on which the grievance is based.
3. If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this Agreement is barred.
4. Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party, his/her representative and the Association within the specified time limit shall permit the lodging of an appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.
5. In the event a grievance is filed on or after June 1<sup>st</sup>, upon request by or on behalf of the aggrieved party, the time limits set forth herein shall be reduced prorata so

that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is possible.

E. Stage 1: Building Principal

1. A teacher having a grievance will discuss it with the building principal either directly or through an Association representative with the objective of resolving the matter informally. The principal will confer with all the parties in interest, but in arriving at his/her decision will not consider any material or statements offered by or on behalf of any such party in interest with whom consultation has been had without the aggrieved party or his/her representative present. If the teacher submits the grievance through a representative, the teacher may be present during the discussion of the grievance.
2. If the grievance is not resolved informally, it shall be reduced to writing and presented to the building principal. Within five (5) school days after the written grievance is presented to him/her, the supervisor shall, without any further consultation with the aggrieved party, or any party in interest, render a decision thereon in writing and present it to the teacher.

F. Stage 2: Chief Executive Officer

1. If the teacher initiating the grievance and/or the Association are not satisfied with the written decision at the conclusion of *Stage 1*, a written appeal of the decision at *Stage 1* with the Chief Executive Officer may be filed within ten (10) school days after the teacher has received such written decision. Copies of the written decision at *Stage 1* shall be submitted with the appeal.
2. Within eight (8) school days after receipt of the appeal, the Chief Executive Officer, or his/her duly authorized representative, shall hold a hearing with the teacher, his/her representative and all other parties in interest.
3. The Chief Executive Officer shall render a decision in writing to the teacher, his/her representative and the Association within eight (8) school days after the conclusion of the hearing.

G. Stage 3: Arbitration

1. After such hearing, if the teacher and/or Association are not satisfied with the decision at *Stage 2*, and the Association determines that the grievance is meritorious and that appealing it is in the best interests of the school system, it may submit the grievance to arbitration by written notice to the Chief Executive Officer within fifteen (15) school days of the decision at *Stage 2* except that no dispute may be submitted to arbitration which involves questions relating to the interpretation of the contract which, pursuant to the terms of the contract, "are not arbitrable" or "may not be submitted beyond the Chief Executive Officer's stage."

2. The rules of the American Arbitration Association shall govern both parties. If the parties mutually agree, the grievance may be submitted to expedited arbitration in accordance with the Expedited Labor Arbitration Rules. However, rather than filing a demand for arbitration with the American Arbitration Association, the parties shall use the following private panel of arbitrators in rotating order:

Rosemary Townley  
Roger Maher  
Robert Simmelkjaer  
Howard Edelman  
Marlene Gold  
Philip Maier

3. The selected arbitrator will hear the matter promptly. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issues.
4. The decision of the arbitrator shall be final and binding upon all parties.
5. The costs for the services of the arbitrator, including expenses, if any, will be borne equally by the Board of Education and the Association.

#### **ARTICLE XXVII: No-Strike Clause**

The Association agrees that neither it nor the employees it represents shall engage in a strike during the life of the contract.

#### **ARTICLE XXVIII: Miscellaneous Provisions**

1. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
2. Any individual arrangement, agreement or contract between the Board and an individual teacher, heretofore executed, shall be subject to and consistent with the terms and conditions of the Agreement and any individual arrangement, agreement or contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If any individual arrangement, agreement or contract contains any language inconsistent with this Agreement, this Agreement during its duration, shall be controlling.



3. If any provision of the Agreement or any application of the Agreement to any teacher or group of teachers shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
4. Copies of this Agreement shall be printed at the expense of the Board and given to all teachers now employed or hereafter employed by the Board within two (2) weeks after its execution or employment if that occurs later. The Association will act as the distributor of the Agreement to all currently employed teachers.
5. There will be no reprisals of any kind taken against any teacher by reason of his/her membership in the Association or participation in any of its activities.
6. As negotiation meetings between the Board and the Association are scheduled during a school day, the representatives of the Association will be relieved from all regular duties necessary to permit their participation in such meetings. Such relief from duty shall not involve any loss of pay. When it is necessary for representatives of the Association to schedule meetings during the school day in order to prepare for mediation and/or fact-finding, not more than seven (7) such representatives at any one time will, upon notice to the Superintendent of Schools by the President of the Association, be released as necessary in order to permit participation in these meetings. Such meetings shall not exceed two (2) days in any school year. When it is necessary, pursuant to the Grievance Procedure, for a member of the Grievance Committee or other representative designated by the Association to investigate a grievance or attend a grievance meeting or hearing he or she will be released without loss of pay as necessary in order to permit participation in the foregoing activities.

Any teacher whose appearance in such investigations, meetings, or hearings as a witness is necessary will be accorded the same right. The Association agrees that those rights will not be abused.

7. The Board will provide each teacher with a copy of the Board of Education By-laws.
8. Effective June 30, 2007, teachers who do not currently have non-resident students attending the District tuition free, will not be eligible to have non-resident students attend the District tuition free in the future.

### **ARTICLE XXIX: Salaries & Salary Schedules**

- A. Procedures for Administering the Schedules

The Agreement on Teachers Salary Schedules for the 2010-2011 through 2014-2015 school years as set forth in Exhibit “E” shall apply to all teachers. Supplemental compensation will be paid as set forth in this Article and attached hereto as Exhibit “C”.

B. Salary Schedules

During the life of this agreement, teacher salaries shall be increased in the following manner (Salary Schedules are attached hereto as Exhibit “E”):

2010-2011	2.75%
2011-2012	2.75%
2012-2013	1.75% <sup>3</sup>
2013-2014	CPI: 2.0% <sup>4</sup> (not less than 1.5% and not more than 2.0%) <sup>5</sup>
2014-2015	CPI (not less than 1.5% and not more than 2.5%)

1. BA Schedule

- a) Only those employees hired prior to July 1, 1978 shall be eligible to remain on the BA salary schedule.
- b) The District shall have the sole discretion to place new hires who have not yet completed the requirements for a Masters degree at any step it deems appropriate on the MA column, provided said hires receive \$5,000 less than the applicable MA step. In any subsequent year, the employee will remain \$5,000 below the appropriate MA step until the Masters degree is conferred and the District receives verification that the degree has been conferred. Salary advancement will occur on the next possible salary advancement date (i.e., September 1<sup>st</sup> or February 1<sup>st</sup>).

2. Transition from the BA schedule to the MA schedule

- a) Transition from the BA schedule to the MA schedule for teachers presently holding a Masters Degree shall be made as follows:

For the purpose of placing a teacher, presently holding a Masters Degree, upon the proper step of the salary schedule thirty points will be subtracted from the present graduate credits and the Masters Degree will be attached to the remaining points.

Examples:

<sup>3</sup> Subject to Article XXIX, §B(3)(a) and (b) below.

<sup>4</sup> The Consumer Price Index (CPI) shall be the same index used by the State of New York as the economic indicator for school district budgets. The CPI used to determine the percentage increase in each year shall be the CPI used for contingent budget calculations for that same fiscal year.

<sup>5</sup> Subject to Article XXIX, §B(3)(c) below.

- i. A teacher presently on *BA Step 60* will be placed on *MA Step 30*.
- ii. A teacher on *BA Step 40* will be placed on *MA Step 10*.
- iii. Teachers on *BA Step 30* and above who do not presently hold a Masters Degree shall be placed on the MA schedule as follows:

Teachers on *BA Step 30* and above who do not presently hold a Masters Degree and who attain a Masters Degree subsequently shall be placed on the step reflecting the MA Degree plus all accepted graduate credits which were not used in attaining the Masters Degree.

- b) The *BA +50*, *BA +60*, *BA +70*, *BA +80*, *BA +90* and *BA +100* lanes will not be available for any teacher commencing service with the Board on/or after July 1, 1978.

### 3. Revised Salary Schedule

- a) Effective with the 2012-13 school year, the salary schedule shall be adjusted from fifteen (15) steps to eighteen (18) steps after the applied percentage increase as indicated above. *Step 18* of the revised salary schedule shall not be more than the value of *Step 15* before the adjustment to the number of steps was made (for example and example purposes only, if *MA Step 15* in 2012-13 is equal to \$113,605, assuming a CPI increase in 2012-13 of 1.75%, then *MA Step 18* in 2012-13 shall be \$113,605). The salary schedule shall also be adjusted so that the incremental step increases in the eighteen (18) step schedule are evenly distributed across the steps. The foregoing shall result in the equalization of the incremental value of each step in the new salary schedule. See Exhibit "E"
- b) In the 2012-13 school year only, when the eighteen (18<sup>th</sup>) step schedule takes effect, the following procedures shall apply:
  - i. If the new step the teacher moves to for the 2012-13 year is of a lower monetary value than the step the unit member earned in the previous year, the teacher shall be moved to the step that is higher than but closest to the salary he/she earned on the fifteen (15) step schedule in the prior year.
  - ii. Each unit member, with the exception of those unit members who are on the top step as of the conclusion of the 2011-12 school year, shall also receive a one-time, non-cumulative adjustment (not added to base wages) which shall not be added to base wages so that the combined step increase and percentage increase shall equal

to four and one-quarter percent (4.25%) for the 2012-13 school year. This one-time, non-cumulative adjustment shall be paid ratably throughout the year.

iii. Unit members who are on *Step 15* in the 2011-12 school year shall be moved to *Step 18* in the 2012-13 school year. Unit members who are on the top step in the 2012-13 year shall receive a percentage increase of one and three-quarters percent (1.75%) as set forth above.

c) Effective with the 2013-14 school year only, each unit member, with the exception of those unit members who are on the top step as of the conclusion of the 2011-12 school year, shall receive a salary adjustment equivalent to one-half (1/2) of the one-time, non-cumulative adjustment (not to be added to base wages) that was applied in the 2012-13 school year. This one-time, non-cumulative adjustment shall be paid ratably throughout the year. Unit members who are on the top step in the 2013-14 year shall receive a percentage increase between one and one-half percent (1.5%) and two percent (2.0%) (as per the CPI index set forth above).

C. Method of Payment

Teachers may choose in June of each year one of the following methods of payment for professional services:

1. Payments made in twenty (20) equal bi-weekly payments, plus two (2) one-half (1/2) payments (first and last checks).

OR

2. Payments made in twenty (20) equal bi-weekly payments, plus one (1) one-half (1/2) payment (first check in September) and one (1) lump sum payment equal to five and one-half (5 1/2) bi-weekly payments. Lump sum payment will be made on last pay date in June.

3. Substitute teachers will be paid on a bi-weekly basis.

D. Longevity Increments

Longevity increments shall be paid as follows:

<b>Years of Service</b>	<b>2010-2011</b>	<b>2011-2012</b>	<b>2012-2013</b>	<b>2013-2014</b>	<b>2014-2015</b>
16 through 19	\$2,417	\$2,483	\$2,527	\$2,577	TBD
20 through 24	\$4,834	\$4,967	\$5,054	\$5,155	TBD
25 through 29	\$7,246	\$7,445	\$7,575	\$7,727	TBD
30 and after	\$9,697	\$9,963	\$10,138	\$10,340	TBD

E. Adult Education

Teachers of Adult Education courses shall be paid in accordance with the rates set forth in Exhibit “F”.

F. Tutorial

Rates for Home Tutoring shall be paid in accordance with the rates set forth in Exhibit “F”.

Tutorial assignments will be given to volunteers acceptable to the Superintendent. If there are no volunteers, the Superintendent and the Association will meet and try to work out alternatives.

G. Guidance Counselors and Psychologists

Guidance Counselors and Psychologists shall be paid additional compensation in accordance with the rates set forth in Exhibit “F”.

The Guidance Counselors' school year shall be the same as that of the teachers with the exception that they may be required to work up to a total of five (5) of these days between the period from August 27<sup>th</sup> to the beginning of school and/or from the conclusion of school to July 7<sup>th</sup>.

H. Department Chairpersons and Chair/Liaisons

Compensation paid to Department Chairpersons and Chair/Liaisons shall be paid in accordance with the rates set forth in Exhibit “F”.

I. Salary Schedule for Summer School Employment

Compensation shall be paid for each course taught. Summer school salaries shall be paid in accordance with the rates set forth in Exhibit “F”.

J. Extra-Curricular Stipends

1. For the 2010-11 school year, the stipends paid to extracurricular club advisors shall be in accordance with the rates specified in Exhibit C. Effective with the 2011-12 school year and thereafter, the stipends paid to extracurricular club advisors shall be based on the total number of hours allocated to the club and whether or not the club will include a product, performance, or field trip (see Exhibit G).

2. Each school year, the building principal shall have the discretion to determine the number of hours to be allocated to each club and whether or not each club will include a product, performance, and/or field trip.
3. The posting for extracurricular clubs shall list the total number of hours required for the club, whether or not the club includes a product, performance, or field trip, and the stipend to be paid to the club advisor.
4. In the event a single stipend is allocated for an extracurricular club and there are two or more individuals who wish to serve as the club advisors, said individuals may split the advisor responsibilities and the stipend, with the endorsement of the building principal and Board of Education appointment.
5. In the event a club advisor is absent for more than five (5) consecutive school days, the extracurricular club stipend will be pro-rated accordingly. However, the principal will have the discretion to determine, with input from the club advisor, if the club's goals can be achieved by the advisor in the event of his/her absence without pro-rating the stipend.
6. Individuals appointed as club advisors shall be responsible for maintaining sign-in sheets for each club meeting and shall be required to provide completed sign-in sheets to the building principal upon request.

K. Coaching Stipend Schedule

1. Coaching Salary Stipends shall be paid in accordance with the rates set forth in Exhibit "C".
2. Step increments will be credited for the number of years of coaching experience in the Harrison School District only.
3. A step increment will be credited for each full season of experience within the same sport (boys or girls). Step increments will be credited only when coaching within the same sport, irrespective of levels, whether in middle school or high school.
4. Teachers who move from one (1) sport to another will begin at *Step 1* within the new sport.

5. EXPERIENCE SCHEDULE

Step 1	1 - 4 Years	100%
Step 2	Year 5	110%
Step 3	6 - 9 Years	115%
Step 4	10 + Years	120%

L. Non-Instructional Duties

A teacher shall be paid additional compensation in accordance with the rates set forth in Exhibit "F" for any non-instructional duties that are not required elsewhere in this Agreement.

M. Overnight Field Trips

Teachers who supervise a co-curricular overnight field trip sponsored and approved by the Board of Education shall receive per diem stipends for each over night during the trip, to a maximum of three (3) over nights per trip in accordance with the rates set forth in Exhibit "F". Examples of such co-curricular trips include, but are not limited to, band competitions, language/cultural student exchanges, Nature's Classroom, Greenkill, and the annual Eighth Grade trip to Washington, D.C.

N. Tenure Award

Effective with the 2012-13 school year, teachers who receive tenure in the District shall receive a one-time, non-cumulative cash payment of \$1,000. Said award shall be paid within thirty (30) days of the teacher's tenure effective date.

O. Attendance Award

Effective with the 2012-13 school year, teachers who have been absent for a total of two (2) or fewer sick, personal, and family illness days in a given school year shall receive one-time, non-cumulative payment of \$500. Said payment shall be made to the teacher by September 1<sup>st</sup> following the year of exceptional attendance.

## **EXHIBIT A**

The following rules and regulations shall govern the implementation of the Two-hour provision as provided in Article XI(D)(2) of the contract for the school year.

### General Rules and Regulations

1. All work performed under the two hour provision of Article XI(D)(2)(a) may be assigned to be performed anywhere within the school district; however, academic intervention services and enrichment with assigned students will be performed in the teacher's building of primary assignment. No more than seven (7) students may be assigned to an AIS class.
2. Attendance will be mandatory and compliance with the obligations of the Two-Hour Provision shall be monitored. The building principal and/or the superintendent or his/her designee will determine activities to be conducted.
3. The principal will attempt to provide opportunities for activities before or after school as practicable.
4. For those teachers such as physical education teachers, counselors et al, that are unable to fulfill this requirement at the regular time as provided for in this Agreement, other appropriate equivalent hours will be arranged as approved by the Superintendent of Schools.
5. The adjournment time for activities shall be no more than two (2) hours after the close of school, excluding the travel time. Travel time when applicable will be included as part of the Two-Hour provision.
6. Proper advance notice of assigned activities will be provided.
7. One monthly faculty meeting shall be counted as two (2) hours towards the fulfillment of the employee's "two hour" per week obligation.
8. When practicable, all Tuesdays and Thursdays will be reserved for one (1) hour after school for professionally related activities.
9. Unit members shall not be required to keep a log regarding their use of the Two-Hour Provision.



**HARRISON CENTRAL SCHOOL DISTRICT**  
**Harrison, New York**  
**ANNUAL EVALUATION REPORT**

TEACHER	ASSIGNMENT	STATUS (CHECK) <input type="checkbox"/> Tenure <input type="checkbox"/> Prob. <input type="checkbox"/> Reg.Sub. <input type="checkbox"/> Part-Time Probationary Year (Circle)                      1    2    3 Date of End of Year Conference _____
SCHOOL		
SUPERVISOR/ADMINISTRATOR		DATE
TEACHER'S SIGNATURE		DATE
SIGNATURE INDICATES RECEIPT OF THIS REPORT		

This **Annual Evaluation Report** is to be completed in narrative and checklist form. Place a (X) in one of the four (4) columns at the right. Narrative description is required in the case of a 1, 2, or 4 rating. Evaluate performance using the following responses:

- (1) **Unsatisfactory**    (3) **Satisfactory**  
 (2) **Needs Improvement**                                      (4) **Commendable**

<b>A. INSTRUCTIONAL PERFORMANCE</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
1. Demonstrates thorough knowledge of subject matter area and curriculum.				
2. Plans for instruction.				
3. Lessons reflect curriculum including scope and sequence and are aligned with district goals and standards.				
4. Sets challenging but attainable expectations for students.				
5. Establishes and achieves lesson and unit aims.				
6. Uses a variety of appropriate instructional materials and strategies for the benefit of all students.				
7. Utilizes technology to achieve instructional goals and objectives.				
8. Establishes classroom environment conducive to learning and student safety.				
9. Delivers instruction that encourages and results in active student involvement, teacher/student interaction and student interest in learning.				
10. Uses and allocates instructional time effectively.				
11. Establishes effective classroom procedures, including smooth transitions and timely accomplishment of non-instructional tasks.				
12. Demonstrates clarity in the presentation of the curriculum.				
13. Employs sound questioning techniques and timely feedback to students.				
14. Assesses student achievement and attainment of New York State Standards.				
15. Prepares appropriate substitute lesson plans.				

**NARRATIVE:**

EXHIBIT B-1

<b>B. TEACHER-STUDENT-PARENT RELATIONSHIPS</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
1. Develops mutual respect between teacher and students.				
2. Displays knowledge of student development.				
3. Displays an understanding and appreciation of diversity and the need to provide opportunities for all students to be successful.				
4. Makes provisions for being available to assist students.				
5. Recognizes parents and caregivers as partners in the educational process and maintains communications with parents concerning students' academic performance and school behavior.				
6. Responds to students', colleagues', and parents' questions, comments and/or concerns in a professional manner.				
7. Communicates instructional and behavioral expectations and requirements clearly, and informs students of any modifications in a timely fashion.				
8. Respects confidential information and the privacy of students, colleagues and parents.				
<b>NARRATIVE:</b>				

<b>C. PROFESSIONAL ATTRIBUTES</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
1. Assumes responsibilities outside the classroom as they relate to school.				
2. Contributes to achievement of school and district goals.				
3. Communicates appropriately with supervisor(s).				
4. Implements and complies with District policies and school regulations.				
5. Uses appropriate and clear language in written and oral form.				
6. Fosters collaborative relationships with staff and support personnel.				
7. Participates in various school and district meetings.				
8. Maintains records and submits reports as required.				
9. Maintains personal attendance and punctuality.				
<b>NARRATIVE:</b>				

EXHIBIT B-1

<b>D. PROFESSIONAL GROWTH</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
1. Accepts constructive criticism and considers advice and suggestions from others.				
2. Develops and maintains a plan of self-improvement.				
3. Keeps current in areas of knowledge pertinent to professional practice.				
<b>NARRATIVE:</b>				

**SUMMARY:**

**(OVERALL PERFORMANCE)**

Satisfactory       Unsatisfactory

**RECOMMENDATION TO THE SUPERINTENDENT FOR RE-EMPLOYMENT**

**DIRECTIONS** The information below to be completed for non-tenured employees only.

Recommended for continued Employment \_\_\_\_\_

Not Recommended for continued Employment: \_\_\_\_\_

**HARRISON CENTRAL SCHOOL DISTRICT**  
**Harrison, New York**  
**ANNUAL EVALUATION REPORT**  
**(Guidance Counselors, Social Workers and Psychologists)**

TEACHER	ASSIGNMENT	STATUS (CHECK) <input type="checkbox"/> Tenure <input type="checkbox"/> Prob. <input type="checkbox"/> Reg.Sub. <input type="checkbox"/> Part-Time Probationary Year (Circle)                      1    2    3 Date of End of Year Conference _____
SCHOOL		
SUPERVISOR/ADMINISTRATOR		DATE
TEACHER'S SIGNATURE		DATE
SIGNATURE INDICATES RECEIPT OF THIS REPORT		

This **Annual Evaluation Report** is to be completed in narrative and checklist form. Place a (X) in one of the four (4) columns at the right. Narrative description is required in the case of a 1, 2, or 4 rating. Evaluate performance using the following responses:

- |                              |                         |
|------------------------------|-------------------------|
| (1) <b>Unsatisfactory</b>    | (3) <b>Satisfactory</b> |
| (2) <b>Needs Improvement</b> | (4) <b>Commendable</b>  |

<b>A. PERFORMANCE OF DUTIES</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
1. Demonstrates thorough knowledge of and competency in respective pupil personnel area responsibilities.				
2. Plans for delivery of respective pupil personnel services.				
3. Plans for evaluation and respective counseling functions.				
4. Adheres to appropriate district procedures for pupil personnel services.				
5. Establishes communication conducive to learning between evaluatee and student.				
6. Delivers instruction that encourages and results in active student involvement, teacher/student interaction and student interest in learning.				
7. Demonstrates clarity in presentation to parents before CSE and CST.				
8. Meets student evaluation and counseling deadlines.				
9. Uses a variety of appropriate strategies, methods and counseling and diagnostic techniques.				
10. Provides for and recognizes individual differences of students.				
11. Assesses student progress.				
12. Utilizes community and school services to facilitate student needs.				

**NARRATIVE:**

EXHIBIT B-2

<b>B. TEACHER-STUDENT-PARENT RELATIONSHIPS</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
1. Develops mutual respect between (psychologist, social worker, guidance counselor) and students.				
2. Displays knowledge of student development.				
3. Displays an understanding and appreciation of diversity and the need to provide opportunities for all students to be successful.				
4. Makes provisions for being available to assist students.				
5. Recognizes parents and caregivers as partners in the educational process and maintains communications with parents concerning students' academic performance and school behavior.				
6. Responds to students', colleagues', and parents' questions, comments and/or concerns in a professional manner.				
7. Respects confidential information and the privacy of students, colleagues and parents.				
<b>NARRATIVE:</b>				

<b>C. PROFESSIONAL ATTRIBUTES</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
1. Assumes responsibilities outside the respective pupil personnel services area as they relate to school.				
2. Contributes to achievement of school and district goals.				
3. Communicates appropriately with supervisor(s).				
4. Implements and complies with District policies and school regulations.				
5. Uses appropriate and clear language in written and oral form.				
6. Fosters collaborative relationships with staff and support personnel.				
7. Participates in various school and district meetings.				
8. Maintains records and submits reports as required.				
9. Maintains personal attendance and punctuality.				
<b>NARRATIVE:</b>				

EXHIBIT B-2

<b>D. PROFESSIONAL GROWTH</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
1. Accepts constructive criticism and considers advice and suggestions from others.				
2. Develops and maintains a plan of self-improvement.				
3. Keeps current in areas of knowledge pertinent to professional practice.				
<b>NARRATIVE:</b>				

**SUMMARY:**

**(OVERALL PERFORMANCE)**

Satisfactory       Unsatisfactory

**RECOMMENDATION TO THE SUPERINTENDENT FOR RE-EMPLOYMENT**

**DIRECTIONS** The information below to be completed for non-tenured employees only.

Recommended for continued Employment \_\_\_\_\_

Not Recommended for continued Employment: \_\_\_\_\_

**HARRISON CENTRAL SCHOOL DISTRICT**  
Harrison, New York

**CLASSROOM OBSERVATION REPORT**

TEACHER		SUBJECT/GRADE LEVEL	STATUS (CHECK) [ ] Tenure [ ] Prob. [ ] Reg.Sub. [ ] Part-Time Probationary Year (Circle)      1    2    3
OBSERVATIONS TO DATE	OBSERVATION DATE	PRE-OBSERVATION CONFERENCE DATE	POST-OBSERVATION CONFERENCE DATE
OBSERVER			DATE
SUPERVISOR/ADMINISTRATOR			DATE
TEACHER'S SIGNATURE			DATE
SIGNATURE INDICATES RECEIPT OF THIS REPORT			

**Observation reports** are to be completed in narrative form under the following headings: I - Pre-Observation Conference; II - Content and Procedures of Lesson; III - Strengths; IV - Areas Needing Improvement and Suggestions or Recommendations; V - Follow-up in Areas Noted or Needing Improvement in Past Reports; VI - Summary

## EXHIBIT C

### EXTRACURRICULAR SALARY SCHEDULE

#### Middle School

2010-11

G.O. ADVISORS	
GRADE SIX	3,009
GRADE SEVEN	3,009
GRADE EIGHT	3,009
TREASURER	3,009
ALL COUNTY BAND *	3,009
ART CLUB	3,009
CABLE TV CLUB	4,081
CHESS CLUB	3,009
CREATIVE WRITING	3,009
DRAMA CLUB *	3,009
ENVIRONMENTAL CLUB	3,009
HOMEWORK CLUB	3,009
JAZZ BAND *	3,009
KIDS FOR WORLD HEALTH *	3,199
LITERARY MAGAZINE	3,199
MATH CLUB/24 GAME	3,009
NEWSPAPER	3,199
SCIENCE COMPETITION	3,009
SCIENCE OLYMPIAD *	3,009
SERVICE CLUB	3,009
SINGERS *	3,009
SPECIAL EVENTS DIRECTOR *	3,009
YEARBOOK	3,199

#### ELEMENTARY SCHOOLS

ELEMENTARY CLUBS/ACTIVITIES (PER SEMESTER)	1,361
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(All Elementary Club rates are to be paid on a per semester basis. Each building may offer twelve may offer twelve (12) clubs per year with a maximum of six (6) clubs being offered per semester. Each club will run for approximately thirty (30) hours per semester.)

#### DISTRICT WIDE

WEB ADVISORS	4,081
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#### SECONDARY POSITION

SPOTLIGHT NIGHT COORDINATOR **	4,234
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\* Denotes stipends which would be considered events. Individuals receiving a stipend are responsible for the production of a final or interim event.

\*\*Appointment can only be paid if funding is provided by Sponsor.



## EXHIBIT C

### EXTRACURRICULAR SALARY SCHEDULE

#### High School Activities

	<u>2010-11</u>
CLASS ADVISORS	
FRESHMAN	3,009
SOPHOMORE	3,009
JUNIOR	3,106
SENIOR	3,667
G.O.	
SPONSOR	3,668
TREASURER	5,490
ART CLUB *	4,513
ASS'T. MARCHING PEP BAND	4,118
BUSINESS CLUB	3,009
CHESS CLUB	3,009
DIVERSITY CLUB	3,009
DRAMATICS	4,513
FILM CLUB	3,010
FOREIGN LANGUAGE CLUB	3,009
JAZZ BAND	5,078
LAW DAY *	3,009
LITERARY MAGAZINE	3,106
MAJORETTES	4,415
MARCHING PEP BAND	7,303
MATH TEAM ADVISOR	3,009
MOCK TRIAL *	3,009
MODEL UN	3,635
MUSICAL DIRECTOR	6,864
NATIONAL HONOR SOCIETY *	3,009
NEWSPAPER	3,950
PERCUSSION COORDINATOR *	3,009
REEF ADVISOR	3,009
RENAISSANCE ADVISOR *	3,009
STUDENT ACTION CLUB (SAC) & Y.V.H.	3,635
SWING BAND	5,078
VISUAL ENSEMBLE *	3,009
WISE ADVISOR	6,864
WISE MENTOR ***	798
YEARBOOK	6,864

\* Denotes stipends which would be considered events. Individuals receiving a stipend are responsible for the production of a final or interim event.

\*\*\* Denotes the stipend paid in lieu of one (1) in-service credit if the teacher is on MA+75 or higher on the salary schedule

## EXHIBIT C

## EXTRACURRICULAR SALARY SCHEDULE - SPORTS

		2010-11	2011-12	2012-13	2013-14	2014-15
BASEBALL	VARSITY	7,650	7,861	7,998	8,158	TBD
BASEBALL	ASST VARSITY	5,355	5,502	5,599	5,711	TBD
BASEBALL	JUNIOR VARSITY	5,738	5,895	5,999	6,119	TBD
BASEBALL	ASST JUNIOR VARSITY	4,303	4,422	4,499	4,589	TBD
BASEBALL	GRADE 9	4,590	4,716	4,799	4,895	TBD
BASEBALL	GRADE 7 & 8	4,590	4,716	4,799	4,895	TBD
BASEBALL	ASST GRADE 7 & 8	3,443	3,537	3,599	3,671	TBD
BASKETBALL	VARSITY	8,319	8,548	8,698	8,872	TBD
BASKETBALL	ASST VARSITY	5,823	5,984	6,088	6,210	TBD
BASKETBALL	JUNIOR VARSITY	6,239	6,411	6,523	6,654	TBD
BASKETBALL	GRADE 9 <sup>1</sup>	4,992	5,129	5,219	5,323	TBD
BASKETBALL	GRADES 7 & 8	4,992	5,129	5,219	5,323	TBD
BOWLING	VARSITY	4,147	4,261	4,336	4,422	TBD
CHEERLEADERING	VARSITY	3,825	3,930	3,999	4,078	TBD
CHEERLEADERING	ASST VARSITY	2,677	2,751	2,799	2,855	TBD
CHEERLEADERING	JUNIOR VARSITY	2,868	2,947	2,999	3,059	TBD
CROSS-COUNTRY	VARSITY	6,216	6,387	6,499	6,629	TBD
CROSS-COUNTRY	ASST VARSITY	4,351	4,471	4,549	4,640	TBD
CROSS-COUNTRY	GRADES 7 & 8	3,730	3,832	3,899	3,977	TBD
FIELD HOCKEY	VARSITY	7,172	7,369	7,498	7,648	TBD
FIELD HOCKEY	ASST VARSITY	5,020	5,158	5,249	5,354	TBD
FIELD HOCKEY	JUNIOR VARSITY	5,379	5,527	5,623	5,736	TBD
FIELD HOCKEY	GRADES 7 & 8	4,303	4,421	4,499	4,589	TBD
FOOTBALL	VARSITY	9,562	9,825	9,997	10,197	TBD
FOOTBALL	ASST VARSITY	6,693	6,877	6,998	7,138	TBD
FOOTBALL	JUNIOR VARSITY	7,171	7,369	7,498	7,648	TBD
FOOTBALL	ASST JUNIOR VARSITY <sup>1</sup>	5,379	5,527	5,623	5,736	TBD
FOOTBALL	GRADES 7 & 8	5,737	5,895	5,998	6,118	TBD
FOOTBALL	ASST GRADES 7 & 8	4,303	4,421	4,499	4,589	TBD
GOLF	VARSITY	5,019	5,157	5,247	5,352	TBD
HOCKEY	VARSITY	7,172	7,369	7,498	7,648	TBD
HOCKEY	ASST VARSITY	5,020	5,158	5,249	5,354	TBD
HOCKEY	GRADES 7, 8 & 9 <sup>1</sup>	4,303	4,421	4,499	4,589	TBD
HOCKEY	ASST GRADES 7, 8 & 9 <sup>1</sup>	3,227	3,316	3,374	3,442	TBD
LACROSSE	VARSITY	7,650	7,861	7,998	8,158	TBD
LACROSSE	ASST VARSITY	5,355	5,502	5,599	5,711	TBD
LACROSSE	JUNIOR VARSITY	5,738	5,895	5,999	6,119	TBD
LACROSSE	ASST JUNIOR VARSITY	4,303	4,422	4,499	4,589	TBD
LACROSSE	GRADES 7 & 8	4,590	4,716	4,799	4,895	TBD
LACROSSE	ASST GRADES 7 & 8	3,443	3,537	3,599	3,671	TBD
SOCCER	VARSITY	7,172	7,369	7,498	7,648	TBD
SOCCER	ASST VARSITY	5,020	5,158	5,249	5,354	TBD
SOCCER	JUNIOR VARSITY	5,379	5,527	5,623	5,736	TBD
SOCCER	GRADES 7 & 8	4,303	4,421	4,499	4,589	TBD
SOFTBALL	VARSITY	7,650	7,861	7,998	8,158	TBD
SOFTBALL	ASST VARSITY	5,355	5,502	5,599	5,711	TBD
SOFTBALL	JUNIOR VARSITY	5,738	5,895	5,999	6,119	TBD
SOFTBALL	ASST JUNIOR VARSITY	4,303	4,422	4,499	4,589	TBD
SOFTBALL	GRADES 7 & 8	4,590	4,716	4,799	4,895	TBD
SOFTBALL	ASST GRADES 7 & 8	3,443	3,537	3,599	3,671	TBD

EXHIBIT C CONTINUED

		2010-11	2011-12	2012-13	2013-14	2014-15
SWIMMING	VARSITY	7,172	7,369	7,498	7,648	TBD
SWIMMING	ASST VARSITY	5,020	5,158	5,249	5,354	TBD
TENNIS	VARSITY	6,216	6,387	6,499	6,629	TBD
TENNIS	JUNIOR VARSITY	4,662	4,790	4,874	4,971	TBD
TRACK	VARSITY	7,650	7,861	7,998	8,158	TBD
TRACK	ASST VARSITY	5,355	5,502	5,599	5,711	TBD
TRACK	GRADES 7 & 8	4,590	4,716	4,799	4,895	TBD
TRACK	ASST GRADES 7 & 8	3,443	3,537	3,599	3,671	TBD
VOLLEYBALL	VARSITY	7,172	7,369	7,498	7,648	TBD
VOLLEYBALL	ASST VARSITY	5,020	5,158	5,249	5,354	TBD
VOLLEYBALL	JUNIOR VARSITY	5,379	5,527	5,623	5,736	TBD
VOLLEYBALL	GRADES 7 & 8	4,303	4,421	4,499	4,589	TBD
WRESTLING	VARSITY	8,319	8,548	8,698	8,872	TBD
WRESTLING	ASST VARSITY	5,823	5,984	6,088	6,210	TBD
WRESTLING	JUNIOR VARSITY	6,239	6,411	6,523	6,654	TBD
WRESTLING	GRADES 7 & 8	4,992	5,129	5,219	5,323	TBD
WRESTLING	ASST GRADES 7 & 8	3,744	3,847	3,914	3,992	TBD
<b><u>INTRAMURALS</u></b>						
	20 sessions for 1-1/2 hours each session	1,472	1,513	1,539	1,570	TBD
<b><u>ALL SPORTS</u></b>						
	HS ATHLETIC TRAINER	24,707	25,386	25,830	26,347	TBD
	LMK ATHLETIC SUPERVISOR (PER SEASON) <sup>2</sup>	4,654	5,500	5,596	5,708	TBD
	HHS ATHLETIC SUPERVISOR (PER SEASON) <sup>2</sup>		6,000	6,105	6,227	TBD

**EXTENDED SEASON - Per diem rate of 1/60th of applicable stipend**

<sup>1</sup> Stipends adjusted in 2008-09 & 2009-10 to apply correct formulas based on a percentage of the varsity salary for the same sport

<sup>2</sup> LMK Athletic Supervisor stipend was adjusted to \$5,500 in 2011-12 and the HHS Athletic Supervisor stipend was established at \$6,000 in 2011-12



Harrison Central School District  
Office of Human Resources  
50 Union Avenue, Harrison, NY 10528  
914-630-3003

EXHIBIT D

Memo To:  
Unit:  
Building:  
Empl Type:  
  
From:  
Re:  
Date:

# Sample

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Total accumulated sick time as of 07/01/2011	97.50
Sick time allotted for school year 07/01/2011 - 06/30/2012	14.00
Sick time used for school year 07/01/2011 - 06/30/2012	0.00
Sick time donated for school year 07/01/2011 - 06/30/2012	0.00
<b>Balance of Sick Time as of 06/30/2012</b>	<b>111.50</b>
Personal time allotted for school year 07/01/2011 - 06/30/2012	3.00
Personal time used for school year 07/01/2011 - 06/30/2012	1.50
<b>Balance of Personal Time as of 06/30/2012</b>	<b>1.50</b>

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Sick time carried forward into school year 07/01/2012 - 06/30/2013	111.50
Personal time credited to sick leave as per contract as of 07/01/2012	1.50
Sick time allotted for school year 07/01/2012 - 06/30/2013	14.00
Donated sick time 07/01/2012	0.00
<b>Total Accumulated Sick Time as of 07/01/2012</b>	<b>127.00</b>
Personal time allotted for school year 07/01/2012 - 06/30/2013	3.00

*If the above accounting does not agree with your records, please contact the Office of Human Resources (914-630-3003) within ten (10) days of this notice.*

EXHIBIT E

**Harrison Central School District  
Teacher Salary Table 2010-11 - 2.75%**

Step	BA + 40		BA + 50		BA + 60		BA + 70		BA + 80		BA + 90		BA + 100		BA + 115		PHD	
	BA	BA + 30	MA	BA + 50	MA + 15	BA + 60	MA + 30	BA + 70	MA + 45	BA + 80	MA + 45	BA + 90	MA + 60	BA + 100	MA + 60	BA + 115		MA + 75
1	\$54,331	\$62,470	\$65,193	\$67,940	\$69,301	\$70,664	\$73,339	\$76,071	\$77,436	\$78,802	\$81,531	\$84,230	\$86,934					
2	\$57,058	\$65,193	\$67,940	\$70,664	\$72,002	\$73,339	\$76,071	\$78,802	\$80,167	\$81,531	\$84,205	\$86,928	\$89,643					
3	\$59,807	\$67,940	\$70,664	\$73,339	\$74,707	\$76,071	\$78,802	\$81,531	\$82,869	\$84,205	\$86,932	\$89,649	\$92,368					
4	\$62,470	\$70,664	\$73,339	\$76,071	\$77,436	\$78,802	\$81,531	\$84,205	\$85,569	\$86,932	\$89,673	\$92,379	\$95,089					
5	\$65,193	\$73,339	\$76,071	\$78,802	\$80,167	\$81,531	\$84,205	\$86,932	\$88,300	\$89,673	\$92,406	\$95,105	\$97,809					
6	\$67,940	\$76,071	\$81,531	\$84,205	\$85,569	\$86,932	\$89,673	\$92,406	\$93,827	\$95,251	\$97,809	\$100,522	\$103,235					
7	\$70,664	\$78,802	\$84,205	\$86,932	\$88,300	\$89,673	\$92,406	\$95,065	\$96,439	\$97,809	\$100,535	\$103,241	\$105,946					
8	\$73,339	\$81,531	\$86,932	\$89,673	\$91,039	\$92,406	\$95,065	\$97,809	\$99,175	\$100,535	\$103,263	\$105,964	\$108,668					
9	\$76,071	\$84,205	\$89,673	\$92,406	\$93,733	\$95,065	\$97,809	\$100,535	\$101,898	\$103,263	\$105,941	\$108,666	\$111,386					
10	\$78,802	\$86,932	\$92,406	\$95,065	\$96,439	\$97,809	\$100,535	\$103,263	\$104,602	\$105,941	\$108,663	\$111,381	\$114,104					
11	\$81,531	\$90,822	\$97,809	\$100,535	\$101,898	\$103,263	\$105,941	\$108,663	\$110,028	\$111,396	\$114,132	\$116,836	\$119,541					
12	\$84,672	\$93,561	\$100,535	\$103,263	\$104,602	\$105,941	\$108,663	\$111,396	\$112,767	\$114,132	\$116,802	\$119,528	\$122,253					
13	-	\$96,223	\$103,263	\$105,941	\$107,303	\$108,663	\$111,396	\$114,132	\$115,466	\$116,802	\$119,542	\$122,260	\$124,971					
14	-	\$98,954	\$105,941	\$108,663	\$110,028	\$111,396	\$114,132	\$116,802	\$118,173	\$119,542	\$122,272	\$124,980	\$127,687					
15	-	\$101,694	\$108,663	\$111,396	\$112,767	\$114,132	\$116,802	\$119,542	\$120,910	\$122,272	\$124,991	\$127,698	\$130,399					

Article XXIX B1b - Any new hiree recommended for appointment who has not yet completed the requirements for a MA degree shall be hired at a salary \$5,000 less than MA of the appropriate step.

**Harrison Central School District  
Teacher Salary Table 2011-12 - 2.75%**

Step	BA + 40		BA + 60		BA + 70		BA + 80		BA + 90		BA + 100		BA + 115		PHD
	BA	BA + 30	MA	BA + 50	MA + 15	MA + 30	MA + 45	MA + 60	MA + 75						
1	\$55,826	\$64,188	\$66,985	\$69,809	\$71,207	\$72,607	\$75,356	\$78,163	\$79,565	\$80,970	\$83,773	\$86,546	\$89,324		
2	\$58,627	\$66,985	\$69,809	\$72,607	\$73,982	\$75,356	\$78,163	\$80,970	\$82,371	\$83,773	\$86,521	\$89,318	\$92,108		
3	\$61,451	\$69,809	\$72,607	\$75,356	\$76,762	\$78,163	\$80,970	\$83,773	\$85,148	\$86,521	\$89,323	\$92,115	\$94,908		
4	\$64,188	\$72,607	\$75,356	\$78,163	\$79,565	\$80,970	\$83,773	\$86,521	\$87,922	\$89,323	\$92,139	\$94,919	\$97,704		
5	\$66,985	\$75,356	\$78,163	\$80,970	\$82,371	\$83,773	\$86,521	\$89,323	\$90,729	\$92,139	\$94,948	\$97,721	\$100,499		
6	\$69,809	\$78,163	\$83,773	\$86,521	\$87,922	\$89,323	\$92,139	\$94,948	\$96,407	\$97,870	\$100,499	\$103,287	\$106,074		
7	\$72,607	\$80,970	\$86,521	\$89,323	\$90,729	\$92,139	\$94,948	\$97,679	\$99,091	\$100,499	\$103,300	\$106,080	\$108,860		
8	\$75,356	\$83,773	\$89,323	\$92,139	\$93,542	\$94,948	\$97,679	\$100,499	\$101,902	\$103,300	\$106,102	\$108,878	\$111,656		
9	\$78,163	\$86,521	\$92,139	\$94,948	\$96,310	\$97,679	\$100,499	\$103,300	\$104,701	\$106,102	\$108,855	\$111,655	\$114,449		
10	\$80,970	\$89,323	\$94,948	\$97,679	\$99,091	\$100,499	\$103,300	\$106,102	\$107,479	\$108,855	\$111,651	\$114,444	\$117,241		
11	\$83,773	\$93,319	\$100,499	\$103,300	\$104,701	\$106,102	\$108,855	\$111,651	\$113,054	\$114,460	\$117,271	\$120,049	\$122,828		
12	\$87,000	\$96,134	\$103,300	\$106,102	\$107,479	\$108,855	\$111,651	\$114,460	\$115,868	\$117,271	\$120,015	\$122,815	\$125,615		
13	-	\$98,869	\$106,102	\$108,855	\$110,254	\$111,651	\$114,460	\$117,271	\$118,641	\$120,015	\$122,829	\$125,622	\$128,407		
14	-	\$101,676	\$108,855	\$111,651	\$113,054	\$114,460	\$117,271	\$120,015	\$121,422	\$122,829	\$125,634	\$128,417	\$131,199		
15	-	\$104,490	\$111,651	\$114,460	\$115,868	\$117,271	\$120,015	\$122,829	\$124,235	\$125,634	\$128,428	\$131,210	\$133,985		

Article XXIX B1b - Any new hiree recommended for appointment who has not yet completed the requirements for a MA degree shall be hired at a salary \$5,000 less than MA of the appropriate step.

EXHIBIT E

**Harrison Central School District**  
**Teacher Salary Table 2012-13 with 18 steps at 1.75%**

Step	BA	BA + 40		BA + 60		BA + 70	BA + 80	BA + 90	BA + 100	BA + 115	PHD	
	BA + 30	MA	BA + 50	MA + 15	MA + 30	MA + 45	MA + 60	MA + 75				
1	\$65,311	\$68,158	\$71,030	\$72,453	\$73,878	\$76,675	\$79,531	\$80,958	\$82,386	\$85,239	\$88,061	\$90,888
2	\$67,723	\$70,831	\$73,703	\$75,126	\$76,551	\$79,348	\$82,204	\$83,631	\$85,059	\$87,912	\$90,734	\$93,561
3	\$70,135	\$73,504	\$76,376	\$77,799	\$79,224	\$82,021	\$84,877	\$86,304	\$87,732	\$90,585	\$93,407	\$96,234
4	\$72,548	\$76,177	\$79,049	\$80,472	\$81,897	\$84,694	\$87,550	\$88,977	\$90,405	\$93,258	\$96,080	\$98,907
5	\$74,960	\$78,850	\$81,722	\$83,145	\$84,570	\$87,367	\$90,223	\$91,650	\$93,078	\$95,931	\$98,753	\$101,580
6	\$77,372	\$81,523	\$84,395	\$85,818	\$87,243	\$90,040	\$92,896	\$94,323	\$95,751	\$98,604	\$101,426	\$104,253
7	\$79,784	\$84,196	\$87,068	\$88,491	\$89,916	\$92,713	\$95,569	\$96,996	\$98,424	\$101,277	\$104,099	\$106,926
8	\$82,197	\$86,869	\$89,741	\$91,164	\$92,589	\$95,386	\$98,242	\$99,669	\$101,097	\$103,950	\$106,772	\$109,599
9	\$84,609	\$89,542	\$92,414	\$93,837	\$95,262	\$98,059	\$100,915	\$102,342	\$103,770	\$106,623	\$109,445	\$112,272
10	\$87,021	\$92,215	\$95,087	\$96,510	\$97,935	\$100,732	\$103,588	\$105,015	\$106,443	\$109,296	\$112,118	\$114,945
11	\$89,433	\$94,888	\$97,760	\$99,183	\$100,608	\$103,405	\$106,261	\$107,688	\$109,116	\$111,969	\$114,791	\$117,618
12	\$91,846	\$97,561	\$100,433	\$101,856	\$103,281	\$106,078	\$108,934	\$110,361	\$111,789	\$114,642	\$117,464	\$120,291
13	\$94,258	\$100,234	\$103,106	\$104,529	\$105,954	\$108,751	\$111,607	\$113,034	\$114,462	\$117,315	\$120,137	\$122,964
14	\$96,670	\$102,907	\$105,779	\$107,202	\$108,627	\$111,424	\$114,280	\$115,707	\$117,135	\$119,988	\$122,810	\$125,637
15	\$99,082	\$105,580	\$108,452	\$109,875	\$111,300	\$114,097	\$116,953	\$118,380	\$119,808	\$122,661	\$125,483	\$128,310
16	\$101,494	\$108,253	\$111,125	\$112,548	\$113,973	\$116,770	\$119,626	\$121,053	\$122,481	\$125,334	\$128,156	\$130,983
17	\$103,907	\$110,926	\$113,798	\$115,221	\$116,646	\$119,443	\$122,299	\$123,726	\$125,154	\$128,007	\$130,829	\$133,656
18	\$106,319	\$113,605	\$116,463	\$117,895	\$119,323	\$122,115	\$124,979	\$126,409	\$127,833	\$130,676	\$133,506	\$136,330

Article XXIX B1b - Any new hiree recommended for appointment who has not yet completed the requirements for a MA degree shall be hired at a salary \$5,000 less than MA of the appropriate step.

EXHIBIT E

**Harrison Central School District  
Teacher Salary Table 2013-14 with 18 steps (2.0%) CPI**

Step	BA + 40		BA + 50		BA + 60	BA + 70	BA + 80	BA + 90	BA + 100	BA + 115	PHD		
	BA	BA + 30	MA	MA + 15	MA + 30	MA + 45	MA + 60	MA + 75					
1		\$66,617	\$69,521	\$72,451	\$73,902	\$75,356	\$78,208	\$81,122	\$82,577	\$84,034	\$86,944	\$89,822	\$92,705
2		\$69,078	\$72,247	\$75,177	\$76,628	\$78,082	\$80,935	\$83,848	\$85,303	\$86,761	\$89,670	\$92,549	\$95,432
3		\$71,538	\$74,974	\$77,904	\$79,355	\$80,808	\$83,661	\$86,575	\$88,030	\$89,487	\$92,397	\$95,275	\$98,158
4		\$73,999	\$77,700	\$80,630	\$82,081	\$83,535	\$86,388	\$89,301	\$90,756	\$92,214	\$95,123	\$98,001	\$100,885
5		\$76,459	\$80,427	\$83,357	\$84,808	\$86,261	\$89,114	\$92,028	\$93,483	\$94,940	\$97,850	\$100,728	\$103,611
6		\$78,920	\$83,153	\$86,083	\$87,534	\$88,988	\$91,841	\$94,754	\$96,209	\$97,667	\$100,576	\$103,454	\$106,338
7		\$81,380	\$85,879	\$88,810	\$90,261	\$91,714	\$94,567	\$97,481	\$98,936	\$100,393	\$103,303	\$106,181	\$109,064
8		\$83,841	\$88,606	\$91,536	\$92,987	\$94,441	\$97,293	\$100,207	\$101,662	\$103,119	\$106,029	\$108,907	\$111,790
9		\$86,301	\$91,332	\$94,263	\$95,714	\$97,167	\$100,020	\$102,934	\$104,388	\$105,846	\$108,756	\$111,634	\$114,517
10		\$88,762	\$94,059	\$96,989	\$98,440	\$99,894	\$102,746	\$105,660	\$107,115	\$108,572	\$111,482	\$114,360	\$117,243
11		\$91,222	\$96,785	\$99,715	\$101,167	\$102,620	\$105,473	\$108,386	\$109,841	\$111,299	\$114,209	\$117,087	\$119,970
12		\$93,682	\$99,512	\$102,442	\$103,893	\$105,347	\$108,199	\$111,113	\$112,568	\$114,025	\$116,935	\$119,813	\$122,696
13		\$96,143	\$102,238	\$105,168	\$106,619	\$108,073	\$110,926	\$113,839	\$115,294	\$116,752	\$119,662	\$122,540	\$125,423
14		\$98,603	\$104,965	\$107,895	\$109,346	\$110,800	\$113,652	\$116,566	\$118,021	\$119,478	\$122,388	\$125,266	\$128,149
15		\$101,064	\$107,691	\$110,621	\$112,072	\$113,526	\$116,379	\$119,292	\$120,747	\$122,205	\$125,114	\$127,993	\$130,876
16		\$103,524	\$110,418	\$113,348	\$114,799	\$116,252	\$119,105	\$122,019	\$123,474	\$124,931	\$127,841	\$130,719	\$133,602
17		\$105,985	\$113,144	\$116,074	\$117,525	\$118,979	\$121,832	\$124,745	\$126,200	\$127,658	\$130,567	\$133,445	\$136,329
18		\$108,445	\$115,877	\$118,792	\$120,253	\$121,709	\$124,557	\$127,478	\$128,937	\$130,389	\$133,289	\$136,176	\$139,057

Article XXIX B1b - Any new hiree recommended for appointment who has not yet completed the requirements for a MA degree shall be hired at a salary \$5,000 less than MA of the appropriate step.



**Harrison Central School District**  
**Teacher Salary Table 2014-15 at 1.50% (CPI 1.46%)**

Step	BA + 40		BA + 60		BA + 70	BA + 80	BA + 90		BA + 100	BA + 115	PHD		
	BA	BA + 30	MA	BA + 50	MA + 15	MA + 30	MA + 45	MA + 60	MA + 75				
1		\$67,616	\$70,564	\$73,538	\$75,010	\$76,486	\$79,381	\$82,339	\$83,815	\$85,295	\$88,248	\$91,169	\$94,096
2		\$70,114	\$73,331	\$76,305	\$77,778	\$79,253	\$82,149	\$85,106	\$86,583	\$88,062	\$91,016	\$93,937	\$96,863
3		\$72,611	\$76,098	\$79,072	\$80,545	\$82,021	\$84,916	\$87,873	\$89,350	\$90,829	\$93,783	\$96,704	\$99,631
4		\$75,109	\$78,866	\$81,840	\$83,313	\$84,788	\$87,683	\$90,641	\$92,117	\$93,597	\$96,550	\$99,472	\$102,398
5		\$77,606	\$81,633	\$84,607	\$86,080	\$87,555	\$90,451	\$93,408	\$94,885	\$96,364	\$99,318	\$102,239	\$105,165
6		\$80,103	\$84,400	\$87,374	\$88,847	\$90,323	\$93,218	\$96,175	\$97,652	\$99,132	\$102,085	\$105,006	\$107,933
7		\$82,601	\$87,168	\$90,142	\$91,615	\$93,090	\$95,986	\$98,943	\$100,420	\$101,899	\$104,852	\$107,774	\$110,700
8		\$85,098	\$89,935	\$92,909	\$94,382	\$95,857	\$98,753	\$101,710	\$103,187	\$104,666	\$107,620	\$110,541	\$113,467
9		\$87,596	\$92,702	\$95,676	\$97,149	\$98,625	\$101,520	\$104,478	\$105,954	\$107,434	\$110,387	\$113,308	\$116,235
10		\$90,093	\$95,470	\$98,444	\$99,917	\$101,392	\$104,288	\$107,245	\$108,722	\$110,201	\$113,154	\$116,076	\$119,002
11		\$92,590	\$98,237	\$101,211	\$102,684	\$104,159	\$107,055	\$110,012	\$111,489	\$112,968	\$115,922	\$118,843	\$121,769
12		\$95,088	\$101,004	\$103,979	\$105,451	\$106,927	\$109,822	\$112,780	\$114,256	\$115,736	\$118,689	\$121,610	\$124,537
13		\$97,585	\$103,772	\$106,746	\$108,219	\$109,694	\$112,590	\$115,547	\$117,024	\$118,503	\$121,456	\$124,378	\$127,304
14		\$100,082	\$106,539	\$109,513	\$110,986	\$112,462	\$115,357	\$118,314	\$119,791	\$121,270	\$124,224	\$127,145	\$130,071
15		\$102,580	\$109,307	\$112,281	\$113,753	\$115,229	\$118,124	\$121,082	\$122,558	\$124,038	\$126,991	\$129,912	\$132,839
16		\$105,077	\$112,074	\$115,048	\$116,521	\$117,996	\$120,892	\$123,849	\$125,326	\$126,805	\$129,759	\$132,680	\$135,606
17		\$107,575	\$114,841	\$117,815	\$119,288	\$120,764	\$123,659	\$126,616	\$128,093	\$129,572	\$132,526	\$135,447	\$138,374
18		\$110,072	\$117,615	\$120,574	\$122,057	\$123,535	\$126,425	\$129,390	\$130,871	\$132,345	\$135,288	\$138,219	\$141,142

Article XXIX B1b - Any new hiree recommended for appointment who has not yet completed the requirements for a MA degree shall be hired at a salary \$5,000 less than MA of the appropriate step.

**EXHIBIT F**

<b><u>OTHER COMPENSATION</u></b>	<b>2.75%</b>	<b>2.75%</b>	<b>1.75%</b>	<b>2.00%</b>	<b>1.50%</b>
	<b>2010-11</b>	<b>2011-12</b>	<b>2012-13</b>	<b>2013-14</b>	<b>2014-15</b>
<b>HOURLY RATES</b>					
Curriculum Projects	\$38	\$43	\$44	\$45	\$46
In Service Training	\$38	\$43	\$44	\$45	\$46
Conducting In Service Training	\$76	\$78	\$80	\$81	\$82
Adult Education	\$25	\$26	\$26	\$27	\$27
Tutorial	\$43	\$44	\$45	\$46	\$46
Test Analysis*	\$42	\$43	\$44	\$44	\$45
Summer Instructional Rate**	\$63	\$87	\$89	\$91	\$92
Non-Instructional Technical Assistance***	\$36	\$37	\$38	\$39	\$39
Mentoring****	\$38	\$43	\$44	\$45	\$46

\*Review and analysis of State and District administered tests for the purposes of improving instructional practice.

\*\*Does not apply to summer school, the stipends for which are listed below; rate increased to \$87/hour in 2011-12 per side letter agreement

\*\*\*May include, but not limited to, artistic design/painting of theatrical sets, musical accompaniment at theatrical productions or ceremonies, providing interpreting services or translating documents into a foreign language.

\*\*\*\*Denotes the rate paid per in-service credit; teachers on MA+75 or higher on the salary schedule shall receive three (3) in-service credits for serving as a mentor for a full school year; in 2011-12 the stipend changed to \$43/hour

<b>CLASS PERIOD RATES</b>					
Sub-Luncheon Supervision	\$8.63	\$8.87	\$9.02	\$9.20	\$9.34
Class Coverage	\$23.04	\$23.67	\$24.08	\$24.57	\$24.93
Non-Instructional Duty	\$18.01	\$18.51	\$18.83	\$19.21	\$19.50

<b>DAILY RATES</b>					
Double Class Coverage	\$50	\$51	\$52	\$53	\$54
Overnight Field Trip	\$108	\$111	\$113	\$116	\$117

<b>SEMESTER RATES</b>					
Lunch Period Hallway Coordinator	\$2,160	\$2,219	\$2,258	\$2,303	\$2,338
Hallway Coordinator (Other)	\$1,801	\$1,851	\$1,883	\$1,921	\$1,950
Lunchroom Supervisor	\$2,160	\$2,219	\$2,258	\$2,303	\$2,338
Playground Supervisor	\$1,439	\$1,479	\$1,505	\$1,535	\$1,558
Afternoon Detention Supervisor	\$2,160	\$2,219	\$2,258	\$2,303	\$2,338

<b>ANNUAL RATES (STIPENDS)</b>					
Psychologists	\$1,870	\$1,922	\$1,955	\$1,994	\$2,024
Guidance Counselors	\$1,729	\$1,776	\$1,807	\$1,843	\$1,871
Department Chairperson	\$10,812	\$11,110	\$11,304	\$11,530	\$11,703
Chair/Liaisons (K-12)	\$1,525	\$1,567	\$1,594	\$1,626	\$1,651
Chair/Liaisons (6-12)	\$1,963	\$2,017	\$2,052	\$2,093	\$2,125

<b>OTHER</b>					
Summer School - Elementary	\$2,489	\$2,558	\$2,603	\$2,655	\$2,694
Summer School - Middle & High School*	\$2,738	\$3,286	\$3,343	\$3,410	\$3,461

\*Secondary summer school stipend increased by 20% in 2011-12

**EXHIBIT G**

**EXTRACURRICULAR CLUB STIPENDS**

**2011-12**

Hours	Base Stipend	Base Stipend increases by 10% for Product, Performance, or Field Trip		
		10%	20%	30%
20-30	\$1,500	\$1,650	\$1,800	\$1,950
31-40	\$2,100	\$2,310	\$2,520	\$2,730
41-50	\$2,700	\$2,970	\$3,240	\$3,510
51-60	\$3,300	\$3,630	\$3,960	\$4,290
61-75	\$4,080	\$4,488	\$4,896	\$5,304
76-100	\$5,220	\$5,742	\$6,264	\$6,786
100+	\$6,000	\$6,600	\$7,200	\$7,800

**2012-13**

Hours	Base Stipend	Base Stipend increases by 10% for Product, Performance, or Field Trip		
		10%	20%	30%
20-30	\$1,526	\$1,679	\$1,832	\$1,984
31-40	\$2,137	\$2,350	\$2,564	\$2,778
41-50	\$2,747	\$3,022	\$3,297	\$3,571
51-60	\$3,358	\$3,694	\$4,029	\$4,365
61-75	\$4,151	\$4,567	\$4,982	\$5,397
76-100	\$5,311	\$5,842	\$6,374	\$6,905
100+	\$6,105	\$6,716	\$7,326	\$7,937

**2013-14**

Hours	Base Stipend	Base Stipend increases by 10% for Product, Performance, or Field Trip		
		10%	20%	30%
20-30	\$1,557	\$1,712	\$1,868	\$2,024
31-40	\$2,179	\$2,397	\$2,615	\$2,833
41-50	\$2,802	\$3,082	\$3,363	\$3,643
51-60	\$3,425	\$3,767	\$4,110	\$4,452
61-75	\$4,234	\$4,658	\$5,081	\$5,505
76-100	\$5,418	\$5,959	\$6,501	\$7,043
100+	\$6,227	\$6,850	\$7,473	\$8,095

**2014-15**

Hours	Base Stipend	Base Stipend increases by 10% for Product, Performance, or Field Trip		
		10%	20%	30%
20-30	TBD	TBD	TBD	TBD
31-40	TBD	TBD	TBD	TBD
41-50	TBD	TBD	TBD	TBD
51-60	TBD	TBD	TBD	TBD
61-75	TBD	TBD	TBD	TBD
76-100	TBD	TBD	TBD	TBD
100+	TBD	TBD	TBD	TBD

**AGREEMENT BY AND BETWEEN  
THE HARRISON CENTRAL SCHOOL DISTRICT AND  
THE HARRISON ASSOCIATION OF TEACHERS  
REGARDING  
ANNUAL PROFESSIONAL PERFORMANCE REVIEW (APPR)**

**WHEREAS**, the collective bargaining agreement between the Harrison Central School District (the “District”) and the Harrison Association of Teachers (the “Association”) for the period of July 1, 2010 – June 30, 2015 contains a provision concerning teacher evaluation and records (Article XII); and

**WHEREAS**, Education Law §3012-c and the corresponding Commissioner’s Regulations require revisions of the district’s APPR plan; and

**WHEREAS**, the parties have engaged in collective bargaining for the purposes of facilitating the foregoing agreement;

**IT IS HEREBY STIPULATED AND AGREED** as follows:

1. The District shall implement the revised APPR as described herein, effective September 1, 2013.
2. The District and the Association agree to meet no later than February 1, 2014, to review the implementation of the APPR and further agree to negotiate any proposed changes. The District and the Association further agree to meet on an annual basis thereafter for the next three (3) years to review the implementation of the APPR components and negotiate any proposed changes.
3. The components and procedures for implementing the APPR plan include:
  - a. Teacher Effectiveness Rubric (60%)
    - i. The District will use Marzano’s Causal Teacher Evaluation Model.
    - ii. Each year the teacher will receive written feedback that addresses each of the four domains of the Marzano rubric.
    - iii. The District will use a mean score for all of the ratings assigned to the teacher throughout the year. The District will convert this mean score based on the proficiency scales for probationary and tenured teachers proposed by Marzano to determine HEDI rating and calculate 60 points (see Appendix A: Proficiency Scales and HEDI conversion tables).
    - iv. Goal-setting conferences:
      1. Each teacher will participate in a beginning, middle, and end of year conference with his/her principal/administrator(s).
      2. The beginning conference will establish three (3) design questions or element clusters for focus (2 to be identified by school/district /principal for the teacher and 1 to be identified by the teacher); feedback will prioritize, but not be limited to, these areas of focus.

v. Classroom observations

1. Tenured teachers shall receive at least one (1) announced and one (1) unannounced long-form (full period) observation. At the principal or administrator's discretion, the second long-form observation may be substituted with three (3) short-form observations of not less than ten (10) minutes each. The principal/administrator(s) shall inform the teacher if one (1) long-form observation will be substituted with three (3) short-form observations.
2. Probationary teachers shall receive at least two (2) announced and two (2) unannounced long-form (full period) observations. At the principal or administrator's discretion, one of the unannounced long-form observations may be substituted with three (3) short-form observations of not less than ten (10) minutes each. The principal/administrator(s) shall inform the teacher if one (1) long-form observation will be substituted with three (3) short-form observations.
3. The first long-form observation of the year for tenured and probationary teachers will be announced and will include a pre-observation conference.
4. Once each school year a teacher shall have the right to request a deferment of a class observation if good reason exists. The observer will decide if good reason does exist. It is expected that such request will be honored with rare exceptions but it is also expected that individual teachers will rarely make such a request. The postponement may be for no more than ten (10) school days except by agreement between the teacher and the evaluator.
5. A subsequent observation will only occur after five (5) school days have passed since the teacher received written feedback from the previous long-form observation.
6. Post-observation conferences shall be conducted within five (5) school days of the observation and teachers shall receive completed observation reports within five (5) school days of the post-observation conference.
7. Notwithstanding provisions 3(a)(v)(1) and (2) above, principals/administrator(s) may conduct unannounced short-form observations in teachers' classrooms. In order for a short-form observation to produce a rating that contributes toward a teacher's APPR score, the short-form observation must be at least ten (10) minutes in duration, and all short-form observations of at least 10 minutes will result in feedback and a rating that contributes to the teacher's APPR score. Feedback from the short-form observation will be provided to the teacher in writing within five (5) school days. At the principal/administrator's or the teacher's request, a conference will be held not more than five (5) school days after the short-form observation to discuss the feedback provided to the teacher.

8. Teachers will have the option of responding in writing to any written feedback that is used toward the calculation of 60 points. Any written response must be submitted within ten (10) school days of receipt of the written feedback.
9. In addition to the long-form and short-form classroom observations described above, teachers may submit artifacts of professional practice for review and consideration by the principal. At the principal/administrator's discretion, the artifacts of professional practice may serve as the basis for providing evaluative feedback based on the Marzano rubric and contributing toward the teacher's rating. The principal/administrator shall have a conference with the teacher before any rating is assigned to the artifacts of professional practice.

**b. Student Learning Objectives (SLOs) (20%)**

- i. Teachers will be grouped into four categories (A, B, C, D) based on the subjects and/or grade levels that they teach (see Appendix B: APPR Assessments).
- ii. Teachers in Group A will receive an effectiveness rating from NYSED.
- iii. Teachers in Group C, will use the Value-added Measure of Academic Progress (VARC MAP) as the student growth measure.
- iv. For teachers in Groups B and D, who will have one or more SLOs as their growth measure, the District will follow the guidance set forth by SED for Student Learning Objectives.
- v. The District will provide SLO templates for all grade levels and subjects. Teams of teachers will work under the supervision of the Assistant Superintendent for Curriculum or his designee to develop and/or review baseline and exit assessments used to measure the targets associated with the SLOs.
- vi. No later than October 15<sup>th</sup> of the school year, teachers will establish the targets for their students based on baseline data and benchmark assessments. These targets shall be subject to the review and approval of the Superintendent and/or his designee.
- vii. The district shall make a final determination of SLO targets, baseline and exit assessments, and HEDI ratings associated with SLOs.

**c. Local Assessment (20%)**

- i. Teachers will be grouped into four categories (A, B, C, D) based on the subjects and/or grade levels that they teach (see Appendix B: APPR Assessments).
- ii. Teachers in group A (ELA & Math in grades 4-8) will use the Value-added Measure of Academic Progress (VARC MAP) as the local assessment.
- iii. Teachers in groups B, C, and D will utilize local assessments developed by teams of teachers in consultation with curriculum directors and subject to the review and approval of the Superintendent and Association.

- iv. HEDI ratings and point conversions for the VARC MAP (teachers in Group A) will be based on the distribution scale recommended by NWEA, the developers of the VARC MAP assessment (see Appendix C: Assessment HEDI Scales).
- v. HEDI ratings and point conversions for the locally developed assessments (teachers in Groups B, C, and D) will use the locally developed HEDI conversion table (see Appendix C: Assessment HEDI Scales).

d. **Teacher Improvement Plans (TIPs)**

- i. A TIP shall be developed for any teacher whose overall composite annual evaluation rating is “Developing” or “Ineffective” (see Appendix D: TIP Template).
- ii. The implementation of the TIP will commence not more than ten (10) school days from the opening of classes in the school year following the year in which the teacher was rated “Developing” or “Ineffective.”
- iii. The TIP shall be developed through consultation between the principal and the teacher and his/her union representative; in the event the principal and the teacher and his/her union representative cannot agree on the details of the TIP, the principal shall have the authority to implement the TIP, in accordance with the guidelines set forth in this agreement concerning TIPs.
- iv. The TIP shall include:
  - 1. Identification of up to three (3) goals associated with design questions or element clusters based on the Marzano Framework. The goals outlined in the TIP shall serve as the goals that would otherwise be identified during the opening conference.
  - 2. Evaluative baselines (e.g., “Not using,” “beginning,” “developing”) based upon the Marzano rubric for each of the goals associated with the design questions or element clusters.
  - 3. A rationale for the goals associated with the design questions or element clusters.
  - 4. Identification of student performance needing improvement based on State, SLOs and local assessments as appropriate.
  - 5. Identification of the specific action steps, activities, or resources that the teacher and the principal/administrator(s) will take/utilize to address the improvement areas and a time line for these action steps. The differentiated actions steps will seek to build on teacher’s strengths while addressing areas needing improvement.
  - 6. A description of the specific data and/or evidence that will be collected by the teacher and principal/administrator(s) to demonstrate expected improvement.
- v. The teacher and the principal shall meet at least four (4) times during the school year to discuss the teacher’s progress toward making the expected improvement. The four (4) meetings associated with the TIP shall take the place of the beginning, middle, and end of year conferences specified in section 3(a)(iv) above. The principal shall summarize each meeting and

any identified next steps in writing to the teacher not more than five (5) school days after the meeting.

- vi. By mutual written agreement between the teacher and his/her union representative and the principal, a TIP may be modified during the course of a school year.
- vii. The subsequent annual evaluation will specifically include evaluative remarks and evidence related to the teacher's improvement related to the goals associated with the design questions and element clusters specified in the TIP.

e. Appeal Process

- i. For non-tenured teachers, only annual evaluations with a final composite score rating of "Ineffective" may be appealed. Tenured teachers may only initiate an appeal of an annual evaluation with a final composite score rating of "Ineffective" or after receiving two (2) consecutive annual evaluations with a composite score ratings of "Developing."
- ii. To initiate an appeal, a teacher must submit the appeal within ten (10) school days from the receipt of the annual evaluation to the principal. The written appeal must specify the basis for the appeal and the consideration of the appeal shall be limited to the specific concerns or questions raised in the written appeal. The teacher may submit any additional data or artifacts of professional practice that the teacher would like the principal to consider in reconsidering the evaluation of the teacher. Any issues/concerns not expressly addressed in the written appeal shall be deemed waived. The written appeal shall be limited to the substance of the evaluation, and shall not include procedural issues. Procedural issues shall be addressed through the grievance procedure.
- iii. Within ten (10) school days after receiving the request for appeal, a committee shall be convened consisting of a union representative designated by the Association and a District representative designated by the Superintendent.
- iv. The committee shall review the appeal and any documentation submitted in support of the appeal, which may also include meeting with the teacher and the principal, separately or together at the committee's discretion, to discuss the basis for the appeal. If the committee unanimously agrees that a technical error has been made in the calculation of a teacher's score, the principal shall be informed of this and correct the error.
- v. Other than considering a technical error in the calculation, the committee shall be limited to reviewing a lack of alignment between the ratings given in response to the Marzano rubric and the evidence cited in the observation reports, or considering additional evidence or artifacts of professional practice that the teacher has submitted as a part of the appeal. Within ten (10) school days after this meeting, the union representative and the Superintendent's designee shall make either a joint or separate recommendation to the Superintendent in writing. This recommendation shall be confidential and shall not be shared with the teacher or the principal.



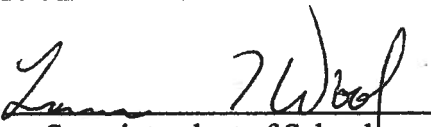
- vi. Within ten (10) school days after receiving the committee's recommendation, the Superintendent of Schools shall make a determination in response to the appeal and communicate that determination to the teacher in writing. The Superintendent of Schools shall have the final authority in determining the outcome of the appeal and this decision shall not be subject to further appeal or the grievance procedure.
- vii. The filing of an appeal pursuant to this appeals procedure shall have no bearing and shall in no way limit and/or impair the Board of Education's unfettered right to terminate non-tenured teachers in accordance with applicable law and the applicable provisions of the parties' CBA for statutory and constitutionally permissible reasons other than the teacher's performance that is the subject of the appeal. Therefore, the timelines for the termination of a non-tenured teacher set forth in Education Law §3031 shall in all instances supersede the timelines set forth in this appeals procedure such that pending appeals shall be deemed withdrawn to the extent a response is due, at any stage, subsequent to the non-tenured teacher's termination date and no additional salary shall be paid to the non-tenure teacher as a result of filing an appeal under this provision.

f. Expedited 3020-a

- i. The District and the Association agree that in the first year of implementation (2013-14), no overall rating of "unsatisfactory" will be used to initiate an expedited 3020-a proceeding.

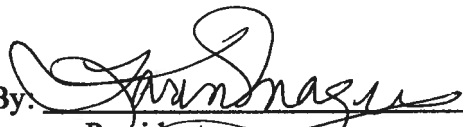
- 4. This Agreement shall not be altered except through mutual written agreement by the parties.
- 5. This Agreement shall not serve as a precedent for either of the parties, in any forum.

HARRISON CENTRAL  
SCHOOL DISTRICT

By:   
Superintendent of Schools

Dated: Jan 15, 2013

HARRISON ASSOCIATION  
OF TEACHERS

By:   
President

Dated: 15 January 2013

Appendix A

Teacher Experience Scales  
60 Point Calculation

Probationary Teachers (see conversion table for 60 point allocation)

	Highly Effective (55-60 Points)	Effective (45-54 Points)	Developing (35-44 Points)	Ineffective (0-34 Points)
D1	Mean score of $\geq 3.5$	Mean score of $<3.5$ and $\geq 2.5$	Mean score of $<2.5$ and $\geq 1.5$	Mean score of $<1.5$ and $\geq 0$
D2				
D3				
D4				

Tenured Teachers (see conversion table for 60 point allocation)

	Highly Effective (55-60 Points)	Effective (45-54 Points)	Developing (35-44 Points)	Ineffective (0-34 Points)
D1	Mean score of $\geq 3.75$	Mean score of $<3.75$ and $\geq 2.8$	Mean score of $<2.75$ and $\geq 1.8$	Mean score of $<1.75$ and $\geq 0$
D2				
D3				
D4				

**Appendix A2**

**Experience Scale Conversion/HEDI to 60 Points**

Probationary Teachers
<b>Highly Effective: 55-60 Points</b>
4.0 mean = 60 points
3.9 mean = 59 points
3.8 mean = 58 points
3.7 mean = 57 points
3.6 mean = 56 points
3.5 mean = 55 points
<b>Effective: 45-54 Points</b>
3.4 mean = 54 points
3.3 mean = 53 points
3.2 mean = 52 points
3.1 mean = 51 points
3.0 mean = 50 points
2.9 mean = 49 points
2.8 mean = 48 points
2.7 mean = 47 points
2.6 mean = 46 points
2.5 mean = 45 points
<b>Developing: 35-44 Points</b>
2.4 mean = 44 points
2.3 mean = 43 points
2.2 mean = 42 points
2.1 mean = 41 points
2.0 mean = 40 points
1.9 mean = 39 points
1.8 mean = 38 points
1.7 mean = 37 points
1.6 mean = 36 points
1.5 mean = 35 points
<b>Ineffective: 0-34 points</b>
1.40 mean = 34 points
1.35 mean = 33 points
1.30 mean = 32 points
1.25 mean = 31 points
1.20 mean = 30 points
1.15 mean = 29 points
1.10 mean = 28 points
1.0 mean = 27 points
.95 mean = 26 points
.90 mean = 25 points
.85 mean = 24 points
.80 mean = 23 points
.75 mean = 22 points
.70 mean = 21 points
.65 mean = 20 points
.60 mean = 19 points
.55 mean = 18 points
.50 mean = 17 points
.45 mean = 16 points
.40 mean = 15 points
.35 mean = 14 points
.30 mean = 13 points
.25 mean = 12 points
.20 mean = 11 points
.15 mean = 10 points
.14 mean = 9 points
.13 mean = 8 points
.12 mean = 7 points
.11 mean = 6 points
.10 mean = 5 points
.09 mean = 4 points
.08 mean = 3 points
.07 mean = 2 points
.06 mean = 1 points
0.0 -.05 mean = 0 points

Tenured Teachers
<b>Highly Effective: 55-60 Points</b>
4.0 mean = 60 points
3.95 mean = 59 points
3.90 mean = 58 points
3.85 mean = 57 points
3.80 mean = 56 points
3.75 mean = 55 points
<b>Effective: 45-54 Points</b>
3.7 mean = 54 points
3.6 mean = 53 points
3.5 mean = 52 points
3.4 mean = 51 points
3.3 mean = 50 points
3.2 mean = 49 points
3.1 mean = 48 points
3.0 mean = 47 points
2.9 mean = 46 points
2.8 mean = 45 points
<b>Developing: 35-44 Points</b>
2.7 mean = 44 points
2.6 mean = 43 points
2.5 mean = 42 points
2.4 mean = 41 points
2.3 mean = 40 points
2.2 mean = 39 points
2.1 mean = 38 points
2.0 mean = 37 points
1.9 mean = 36 points
1.8 mean = 35 points
<b>Ineffective: 0-34 points</b>
1.75 mean = 34 points
1.70 mean = 33 points
1.65 mean = 32 points
1.60 mean = 31 points
1.55 mean = 30 points
1.50 mean = 29 points
1.45 mean = 28 points
1.40 mean = 27 points
1.35 mean = 26 points
1.30 mean = 25 points
1.25 mean = 24 points
1.20 mean = 23 points
1.15 mean = 22 points
1.10 mean = 21 points
1.05 mean = 20 points
1.0 mean = 19 points
.95 mean = 18 points
.90 mean = 17 points
.85 mean = 16 points
.80 mean = 15 points
.75 mean = 14 points
.70 mean = 13 points
.65 mean = 12 points
.60 mean = 11 points
.55 mean = 10 points
.54 mean = 9 points
.53 mean = 8 points
.52 mean = 7 points
.51 mean = 6 points
.50 mean = 5 points
.49 mean = 4 points
.48 mean = 3 points
.47 mean = 2 points
.46 mean = 1 points
0.0 -.45 mean = 0 points

## Appendix B: APPR Assessments

Teacher Group	Growth Measure 20%	Local Measure 20%
<b>Group A</b>		
Grades 4-8 ELA & Math	NYSED Generated <ul style="list-style-type: none"> <li>Subject to SED generated growth scores based on NYS exams.</li> <li>Use Measure of Academic Progress (MAP). Provides alternative standardized measure of growth to inform teacher rating and offers a counter-point to NYS growth scores. based on a stable, nationally-normed assessment instrument.</li> <li>Value-added model (VARC) affords psychometrically valid HEDI scale.</li> </ul>	VARC MAP
<b>Group B</b>		
Grade 3, Geometry & Algebra II Regents	SLO MAP/NYS Exam (Grade 3, Regents)	Harrison Assessment
Science 8, Global & US History Regents, Biology, Chemistry, Physics, ES Regents	SLO Harrison Pre-Assessment/NYS Exam (all others)	Harrison Assessment
	<ul style="list-style-type: none"> <li>Not subject to NYS growth scores.</li> <li>Required to use NYS exams to measure student growth.</li> <li>Use vendor or locally developed pre-assessment that aligns with NYS exam.</li> </ul>	
<b>Group C</b>		
Grades K-2, Social Studies 6-8	VARC MAP	Harrison Assessment
	<ul style="list-style-type: none"> <li>Not subject to NYS growth scores.</li> <li>Use Measure of Academic Progress (MAP). Provides alternative standardized measure of growth to inform teacher rating and offers a counter-point to NYS growth scores. based on a stable, nationally-normed assessment instrument.</li> <li>Within effective range of MAP assessment validity.</li> <li>Use VARC HEDI scale for teacher rating. Value-added model (VARC) is psychometrically validated HEDI translation.</li> </ul>	
<b>Group D</b>		
All Others	SLO Harrison Pre/Post Assessment	Harrison Assessment
	<ul style="list-style-type: none"> <li>Not subject to NYS growth scores.</li> <li>Not Within effective range of MAP assessment validity.</li> <li>Use district designed standardized rubric scale to establish growth targets.</li> <li>Use district designed standardized HEDI scale for teacher rating.</li> </ul>	

# MAP/VARC HEDI Scale (20%)

## Appendix C: Assessment HEDI Scales

The scale uses a value-added statistical model to determine teacher-level effect on student performance on the MAP assessment. Teacher effect is calculated as the number of standard deviations from the norm translated to a scale of 0-20 points assuming a normal distribution centered on 13.

(I)	Developing (D)	Effective (E)	Highly Effective (H)
-2.5 to -2.11	-2.1 to -0.91	-0.9 to 0.89	0.9 to 1.3

0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
See Below	-2.1 to -1.91	-1.9 to -1.71	-1.7 to -1.51	-1.5 to -1.31	-1.3 to -1.11	-1.1 to -0.91	-0.9 to -0.71	-0.7 to -0.51	-0.5 to -0.31	-0.3 to -0.11	-0.1 to 0.09	0.1 to 0.29	0.3 to 0.49	0.5 to 0.69	0.7 to 0.89	0.9 to 1.09	1.1 to 1.29	1.3 to 1.49	1.5 to 1.69	> = 1.3

(2) -2.3 to -2.11  
 (1) -2.49 to -2.31  
 (0) < -2.5

# Harrison Central School District HEDI Scale (20%)

The scale uses the percentage (%) of students meeting predetermined growth targets to calculate a teacher score 0-20.

Ineffective (I)	Developing (D)	Effective (E)	Highly Effective (H)
64% or Lower	65-74%	75-90%	91% or Higher

0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
< = 54	55-59	60-64	65	66-67	68-69	70-71	72-73	74	75	76-77	78-79	80-81	82-83	84-85	86-87	88-89	90	91-93	94-97	> = 98

Last	First	Pre-Assessment					Met Target	
		Assessment Baseline Data - Multiple Measures	Exam Multiple Measures	Other Score Multiple Measures	Baseline Level	Target Level		Final Level
Smith	Hunter	65	90	90	4	5	5	Yes
Loquacious	Johnny	65	50	94	3	4	6	Yes
Hedi	Jennie	65	75	85	4	5	5	Yes
<b>Pre-Assessment - Single Measure</b>								
Rogers	Horace	10			1	2	3	Yes
Farkas	Linda	38			3	4	5	Yes
Penbroke	Lovely	82			6	7	6	No

Sample Option 1  
Multiple Measures

Sample Option 2  
Single Measure

Scale	Basic Scale		Alternative Scale		
	Low	High	Scale	Low	High
1	0	30	1	0	19
2	31	64	2	20	34
3	65	74	3	35	49
4	75	84	4	50	64
5	85	89	5	65	79
6	90	94	6	80	90
7	95	100	7	91	100

**Guidelines for Predicting Targets**

1. All pre-tests/pre-assessments results must convert to a percentage score (100%) so that they may align with the scaled score (100%) on the final summative assessment. If multiple measures are used, the group (in agreement with their supervisor) must determine how each measure is used to determine a baseline scale score out of 100%. For
2. A target must be set for each student that shows one increment of growth. For example, a students' pre-test score is a 2. The target scale must be at least a 3.
3. For students who earn a 7 on the baseline scale, their target can also be a 7.

**Appendix D: TIP Template**

**HARRISON CENTRAL SCHOOL DISTRICT**

*Teacher Improvement Plan*

Date: \_\_\_\_\_ Faculty Member: \_\_\_\_\_

School: \_\_\_\_\_ Supervisor(s): \_\_\_\_\_

Duration: \_\_\_\_\_

Goals for Improvement Based on Design Questions & Element Clusters	Student Performance Needing Improvement	Action Steps for Teacher & Administrators	Time Line of Action Steps for Teacher & Administrators	Evidence of Improvement to be Collected by Teacher & Administrators

\_\_\_\_\_  
Teacher Signature

\_\_\_\_\_  
Date

**AMENDED AGREEMENT BY AND BETWEEN  
THE HARRISON CENTRAL SCHOOL DISTRICT AND  
THE HARRISON ASSOCIATION OF TEACHERS  
REGARDING  
ANNUAL PROFESSIONAL PERFORMANCE REVIEW (APPR)**

**WHEREAS**, the collective bargaining agreement between the Harrison Central School District (the "District") and the Harrison Association of Teachers (the "Association") for the period of July 1, 2010 – June 30, 2015 contains a provision concerning teacher evaluation and records (Article XII); and

**WHEREAS**, Education Law §3012-c and the corresponding Commissioner's Regulations require revisions of the District's APPR plan; and

**WHEREAS**, the District has been advised that it has the right to assert "safe harbored" status until June 30, 2015 pursuant to Section 3012-c of the Education Law of the State of New York respecting the requirement of said statute to have implemented an APPR Plan on or before July 1, 2012, and

**WHEREAS**, notwithstanding its right to assert safe harbored status, the Harrison Central School District (the "District") filed its APPR Plan in January, 2013, and

**WHEREAS**, the New York State Education Department accepted the filing of the aforesaid APPR Plan on January 22, 2013, and

**WHEREAS**, contemporaneous with the preparation and submission of the District's APPR plan in and about late December 2012 and January 2013, the parties negotiated the Agreement dated January 15, 2013, which this document amends, and at that time reached full agreement on all of the terms of said Agreement, prior to the submission of said APPR plan, and

**WHEREAS**, the District has been advised by counsel that certain provisions of the January 15, 2013 agreement must be modified to insure that its filed APPR plan meets the requirements of Section 3012-c of Education Law and applicable Regulations of the Commissioner of Education, and in furtherance thereof the parties have agreed to enter into this agreement, and

**WHEREAS**, the parties have engaged in collective bargaining for the purposes of facilitating the foregoing agreement;

**IT IS HEREBY STIPULATED AND AGREED** as follows:

1. The District will prepare and issue on or before October 18, 2013, composite effectiveness scores for the school year 2012-13 for all unit members in accordance with Section 3012-c of the Education Law and the District's APPR plan, as amended.
2. The District and the Association agree to meet no later than February 1, 2014, to review the implementation of the APPR and further agree to negotiate any proposed changes.



The District and the Association further agree to meet on an annual basis thereafter for the next three (3) years to review the implementation of the APPR components and negotiate any proposed changes.

3. The components and procedures for implementing the APPR plan include:
  - a. Teacher Effectiveness Rubric (60%)
    - i. The District will use the Danielson Frameworks for Teaching for the 2012-13 school year. The District will use Marzano's Causal Teacher Evaluation Model beginning in 2013-14.
    - ii. Each year the teacher will receive written feedback that addresses each of the four domains of the Danielson rubric in 2012-13 and the Marzano rubric in 2013 through 2016. The District will use a mean score for all of the ratings assigned to the teacher throughout the year. The District will convert this mean score based on the proficiency scales for probationary and tenured teachers proposed by Marzano to determine HEDI rating and calculate 60 points (see Appendix A: Proficiency Scales and HEDI conversion tables). For the 2012-13 school year, the District will use the HEDI scale submitted as a part of the APPR Plan to convert the ratings derived from the Danielson Model to determine the 60 points assigned to teacher effectiveness.
    - iii. Goal-setting conferences:
      1. Each teacher will participate in a beginning, middle, and end of year conference with his/her principal/administrator(s). The beginning conference will establish three (3) design questions or element clusters for focus, two (2) to be identified by school/district/principal for the teacher and one (1) to be identified by the teacher); feedback will prioritize, but not be limited to, these areas of focus.
    - iv. Classroom observations
      1. Tenured teachers shall receive at least one (1) announced and one (1) unannounced long-form (full period) or short form observations.
      2. Probationary teachers shall receive at least two (2) announced and two (2) unannounced long-form (full period) observations. At the principal or administrator's discretion, one (1) of the unannounced long-form observations may be substituted with three (3) short-form observations of not less than ten (10) minutes each. The principal/administrator(s) shall inform the teacher if one (1) long-form observation will be substituted with three (3) short-form observations.
      3. The first long-form observation of the year for tenured and probationary teachers will be announced and will include a pre-observation conference.
      4. Once each school year a teacher shall have the right to request a deferment of a class observation if good reason exists. The observer will decide if good reason does exist. It is expected that

such request will be honored with rare exceptions but it is also expected that individual teachers will rarely make such a request. The postponement may be for no more than ten (10) school days except by agreement between the teacher and the evaluator.

5. A subsequent observation will only occur after five (5) school days have passed since the teacher received written feedback from the previous long-form observation.
6. Post-observation conferences shall be conducted within five (5) school days of the observation and teachers shall receive completed observation reports within five (5) school days of the post-observation conference.
7. Notwithstanding provisions 3(a)(v)(1) and (2) above, principals/administrator(s) may conduct unannounced short-form observations in teachers' classrooms. In order for a short-form observation to produce a rating that contributes toward a teacher's APPR score, the short-form observation must be at least ten (10) minutes in duration, and all short-form observations of at least 10 minutes will result in feedback and a rating that contributes to the teacher's APPR score. Feedback from the short-form observation will be provided to the teacher in writing within five (5) school days. At the principal/administrator's or the teacher's request, a conference will be held not more than five (5) school days after the short-form observation to discuss the feedback provided to the teacher.
8. Teachers will have the option of responding in writing to any written feedback that is used toward the calculation of 60 points. Any written response must be submitted within ten (10) school days of receipt of the written feedback.
9. In addition to the long-form and short-form classroom observations described above, teachers may submit artifacts of professional practice for review and consideration by the principal. At the principal/administrator's discretion, the artifacts of professional practice may serve as the basis for providing evaluative feedback based on the Danielson Rubric for 2012-13 and the Marzano rubric from 2013 through 2016 contributing toward the teacher's rating. The principal/administrator shall have a conference with the teacher before any rating is assigned to the artifacts of professional practice.

b. Student Learning Objectives (SLOs) (20%)

- i. Teachers will be grouped into four categories (A, B, C, D) based on the subjects and/or grade levels that they teach (see Appendix B: APPR Assessments).
- ii. Teachers in Group A will receive an effectiveness rating from NYSED.
- iii. Teachers in Group C, will use the Value-added Measure of Academic Progress (VARC MAP) as the student growth measure.

- iv. For teachers in Groups B and D, who will have one or more SLOs as their growth measure, the District will follow the guidance set forth by SED for Student Learning Objectives.
- v. The District will provide SLO templates for all grade levels and subjects. Teams of teachers will work under the supervision of the Assistant Superintendent for Curriculum or his designee to develop and/or review baseline and exit assessments used to measure the targets associated with the SLOs.
- vi. No later than October 15<sup>th</sup> of the school year, teachers will establish the targets for their students based on baseline data and benchmark assessments. These targets shall be subject to the review and approval of the Superintendent and/or his designee.
- vii. The district shall make a final determination of SLO targets, baseline and exit assessments, and HEDI ratings associated with SLOs.

c. Local Assessment (20%)

- i. Teachers will be grouped into four categories (A, B, C, D) based on the subjects and/or grade levels that they teach (see Appendix B: APPR Assessments).
- ii. Teachers in group A (ELA & Math in grades 4-8) will use the Value-added Measure of Academic Progress (VARC MAP) as the local assessment.
- iii. Teachers in groups B, C, and D will utilize local assessments developed by teams of teachers in consultation with curriculum directors and subject to the review and approval of the Superintendent and Association.
- iv. HEDI ratings and point conversions for the VARC MAP (teachers in Group A) will be based on the distribution scale recommended by NWEA, the developers of the VARC MAP assessment (see Appendix C: Assessment HEDI Scales).
- v. HEDI ratings and point conversions for the locally developed assessments (teachers in Groups B, C, and D) will use the locally developed HEDI conversion table (see Appendix C: Assessment HEDI Scales).

d. Teacher Improvement Plans (TIPs)

- i. A TIP shall be developed for any teacher whose overall composite annual evaluation rating is “Developing” or “Ineffective” (see Appendix D: TIP Template).
- ii. The implementation of the TIP will commence not more than ten (10) school days from the opening of classes in the school year following the year in which the teacher was rated “Developing” or “Ineffective.”
- iii. The TIP shall be developed through consultation between the principal and the teacher and his/her union representative; in the event the principal and the teacher and his/her union representative cannot agree on the details of the TIP, the principal shall have the authority to implement the TIP, in accordance with the guidelines set forth in this agreement concerning TIPs.

- iv. The TIP shall include:
  - 1. Identification of up to three (3) goals associated with design questions or element clusters based on the Marzano Framework. The goals outlined in the TIP shall serve as the goals that would otherwise be identified during the opening conference.
  - 2. Evaluative baselines (e.g., “Not using,” “beginning,” “developing”) based upon the Marzano rubric for each of the goals associated with the design questions or element clusters.
  - 3. A rationale for the goals associated with the design questions or element clusters.
  - 4. Identification of student performance needing improvement based on State, SLOs and local assessments as appropriate.
  - 5. Identification of the specific action steps, activities, or resources that the teacher and the principal/administrator(s) will take/utilize to address the improvement areas and a time line for these action steps. The differentiated actions steps will seek to build on teacher’s strengths while addressing areas needing improvement.
  - 6. A description of the specific data and/or evidence that will be collected by the teacher and principal/administrator(s) to demonstrate expected improvement.
- v. The teacher and the principal shall meet at least four (4) times during the school year to discuss the teacher’s progress toward making the expected improvement. The four (4) meetings associated with the TIP shall take the place of the beginning, middle, and end of year conferences specified in section 3(a)(iv) above. The principal shall summarize each meeting and any identified next steps in writing to the teacher not more than five (5) school days after the meeting.
- vi. By mutual written agreement between the teacher and his/her union representative and the principal, a TIP may be modified during the course of a school year.
- vii. The subsequent annual evaluation will specifically include evaluative remarks and evidence related to the teacher’s improvement related to the goals associated with the design questions and element clusters specified in the TIP.

e. Appeal Process

- i. For non-tenured teachers, only annual evaluations with a final composite score rating of “Ineffective” may be appealed. Tenured teachers may only initiate an appeal of an annual evaluation with a final composite score rating of “Ineffective” or after receiving two (2) consecutive annual evaluations with a composite score ratings of “Developing.”
- ii. To initiate an appeal, a teacher must submit the appeal within ten (10) school days from the receipt of the annual evaluation to the principal. The written appeal must specify the basis for the appeal and the consideration of the appeal shall be limited to the specific concerns or questions raised in the written appeal. The teacher may submit any additional data or artifacts of professional practice that the teacher would like the principal

to consider in reconsidering the evaluation of the teacher. Any issues/concerns not expressly addressed in the written appeal shall be deemed waived. The written appeal shall be limited to the substance of the evaluation, and shall not include procedural issues. Procedural issues shall be addressed through the grievance procedure.

- iii. Within ten (10) school days after receiving the request for appeal, a committee shall be convened consisting of a union representative designated by the Association and a District representative designated by the Superintendent.
- iv. The committee shall review the appeal and any documentation submitted in support of the appeal, which may also include meeting with the teacher and the principal, separately or together at the committee's discretion, to discuss the basis for the appeal. If the committee unanimously agrees that a technical error has been made in the calculation of a teacher's score, the principal shall be informed of this and correct the error.
- v. Other than considering a technical error in the calculation, the committee shall be limited to reviewing a lack of alignment between the ratings given in response to the Marzano rubric and the evidence cited in the observation reports, or considering additional evidence or artifacts of professional practice that the teacher has submitted as a part of the appeal. Within ten (10) school days after this meeting, the union representative and the Superintendent's designee shall make either a joint or separate recommendation to the Superintendent in writing. This recommendation shall be confidential and shall not be shared with the teacher or the principal.
- vi. Within ten (10) school days after receiving the committee's recommendation, the Superintendent of Schools shall make a determination in response to the appeal and communicate that determination to the teacher in writing. The Superintendent of Schools shall have the final authority in determining the outcome of the appeal and this decision shall not be subject to further appeal or the grievance procedure.
- vii. The filing of an appeal pursuant to this appeals procedure shall have no bearing and shall in no way limit and/or impair the Board of Education's unfettered right to terminate non-tenured teachers in accordance with applicable law and the applicable provisions of the parties' CBA for statutory and constitutionally permissible reasons other than the teacher's performance that is the subject of the appeal. Therefore, the timelines for the termination of a non-tenured teacher set forth in Education Law §3031 shall in all instances supersede the timelines set forth in this appeals procedure such that pending appeals shall be deemed withdrawn to the extent a response is due, at any stage, subsequent to the non-tenured teacher's termination date and no additional salary shall be paid to the non-tenure teacher as a result of filing an appeal under this provision.

f. Expedited 3020-a

- i. The District and the Association agree that no overall rating of "ineffective" for the 2012-2013 or 2013-2014 school years, will be used to initiate an expedited 3020-a proceeding.
4. Any of the modifications set forth herein that are deemed by the New York State Education Department to be material changes to the APPR Plan previously submitted and approved by the New York State Education Department, shall be submitted by the District to the New York State Education Department as amendments and modifications to the aforesaid APPR Plan.
5. Nothing contained in this amendment, nor in the underlying Agreement dated January 15, 2013, shall be, nor shall be deemed to be in conflict with any of the provisions of the APPR Plan previously filed with the Commissioner of Education, as amended and approved by the Commissioner of Education. The provisions of the APPR Plan previously filed and approved, and as amended, shall govern in the event of conflict between the terms of this Amendment, and the underlying Agreement it amends dated January 15, 2013. The parties' prior agreement dated January 15, 2013 respecting the matters addressed herein shall be vitiated, and deemed null and void, ab initio.
6. This Agreement shall not be altered except through mutual written agreement by the parties.

HARRISON CENTRAL  
SCHOOL DISTRICT

By: \_\_\_\_\_

  
Superintendent of Schools

Dated: \_\_\_\_\_

8/11/13

HARRISON ASSOCIATION  
OF TEACHERS

By: \_\_\_\_\_

  
President

Dated: \_\_\_\_\_

9 August 2013

Appendix A

**Teacher Experience Scales  
60 Point Calculation**

**Probationary Teachers (see conversion table for 60 point allocation)**

	<b>Highly Effective (55-60 Points)</b>	<b>Effective (45-54 Points)</b>	<b>Developing (35-44 Points)</b>	<b>Ineffective (0-34 Points)</b>
D1 D2 D3 D4	<i>Mean score of <math>\geq 3.5</math></i>	<i>Mean score of <math>&lt;3.5</math> and <math>\geq 2.5</math></i>	<i>Mean score of <math>&lt;2.5</math> and <math>\geq 1.5</math></i>	<i>Mean score of <math>&lt;1.5</math> and <math>\geq 0</math></i>

**Tenured Teachers (see conversion table for 60 point allocation)**

	<b>Highly Effective (55-60 Points)</b>	<b>Effective (45-54 Points)</b>	<b>Developing (35-44 Points)</b>	<b>Ineffective (0-34 Points)</b>
D1 D2 D3 D4	<i>Mean score of <math>\geq 3.75</math></i>	<i>Mean score of <math>&lt;3.75</math> and <math>\geq 2.8</math></i>	<i>Mean score of <math>&lt;2.75</math> and <math>\geq 1.8</math></i>	<i>Mean score of <math>&lt;1.75</math> and <math>\geq 0</math></i>

**Appendix A2**

**Experience Scale Conversion/HEDI to 60 Points**

Probationary Teachers
<u>Highly Effective: 55-60 Points</u>
4.0 mean = 60 points
3.9 mean = 59 points
3.8 mean = 58 points
3.7 mean = 57 points
3.6 mean = 56 points
3.5 mean = 55 points
<u>Effective: 45-54 Points</u>
3.4 mean = 54 points
3.3 mean = 53 points
3.2 mean = 52 points
3.1 mean = 51 points
3.0 mean = 50 points
2.9 mean = 49 points
2.8 mean = 48 points
2.7 mean = 47 points
2.6 mean = 46 points
2.5 mean = 45 points
<u>Developing: 35-44 Points</u>
2.4 mean = 44 points
2.3 mean = 43 points
2.2 mean = 42 points
2.1 mean = 41 points
2.0 mean = 40 points
1.9 mean = 39 points
1.8 mean = 38 points
1.7 mean = 37 points
1.6 mean = 36 points
1.5 mean = 35 points
<u>Ineffective: 0-34 points</u>
1.40 mean = 34 points
1.35 mean = 33 points
1.30 mean = 32 points
1.25 mean = 31 points
1.20 mean = 30 points
1.15 mean = 29 points
1.10 mean = 28 points
1.0 mean = 27 points
.95 mean = 26 points
.90 mean = 25 points
.85 mean = 24 points
.80 mean = 23 points
.75 mean = 22 points
.70 mean = 21 points
.65 mean = 20 points
.60 mean = 19 points
.55 mean = 18 points
.50 mean = 17 points
.45 mean = 16 points
.40 mean = 15 points
.35 mean = 14 points
.30 mean = 13 points
.25 mean = 12 points
.20 mean = 11 points
.15 mean = 10 points
.14 mean = 9 points
.13 mean = 8 points
.12 mean = 7 points
.11 mean = 6 points
.10 mean = 5 points
.09 mean = 4 points
.08 mean = 3 points
.07 mean = 2 points
.06 mean = 1 points
.05 mean = 0 points

Tenured Teachers
<u>Highly Effective: 55-60 Points</u>
4.0 mean = 60 points
3.95 mean = 59 points
3.90 mean = 58 points
3.85 mean = 57 points
3.80 mean = 56 points
3.75 mean = 55 points
<u>Effective: 45-54 Points</u>
3.7 mean = 54 points
3.6 mean = 53 points
3.5 mean = 52 points
3.4 mean = 51 points
3.3 mean = 50 points
3.2 mean = 49 points
3.1 mean = 48 points
3.0 mean = 47 points
2.9 mean = 46 points
2.8 mean = 45 points
<u>Developing: 35-44 Points</u>
2.7 mean = 44 points
2.6 mean = 43 points
2.5 mean = 42 points
2.4 mean = 41 points
2.3 mean = 40 points
2.2 mean = 39 points
2.1 mean = 38 points
2.0 mean = 37 points
1.9 mean = 36 points
1.8 mean = 35 points
<u>Ineffective: 0-34 points</u>
1.75 mean = 34 points
1.70 mean = 33 points
1.65 mean = 32 points
1.60 mean = 31 points
1.55 mean = 30 points
1.50 mean = 29 points
1.45 mean = 28 points
1.40 mean = 27 points
1.35 mean = 26 points
1.30 mean = 25 points
1.25 mean = 24 points
1.20 mean = 23 points
1.15 mean = 22 points
1.10 mean = 21 points
1.05 mean = 20 points
1.0 mean = 19 points
.95 mean = 18 points
.90 mean = 17 points
.85 mean = 16 points
.80 mean = 15 points
.75 mean = 14 points
.70 mean = 13 points
.65 mean = 12 points
.60 mean = 11 points
.55 mean = 10 points
.54 mean = 9 points
.53 mean = 8 points
.52 mean = 7 points
.51 mean = 6 points
.50 mean = 5 points
.49 mean = 4 points
.48 mean = 3 points
.47 mean = 2 points
.46 mean = 1 points
.45 mean = 0 points



## Appendix B: APPR Assessments

Teacher Group	Growth Measure 20%	Local Measure 20%
<b>Group A</b>		
Grades 4-8 ELA & Math	NYSED Generated	VARC MAP
	<ul style="list-style-type: none"> <li>• Subject to SED generated growth scores based on NYS exams.</li> <li>• Use Measure of Academic Progress (MAP). Provides alternative standardized measure of growth to inform teacher rating and offers a counter-point to NYS growth scores. based on a stable, nationally-normed assessment instrument.</li> <li>• Value-added model (VARC) affords psychometrically valid HEDI scale .</li> </ul>	
<b>Group B</b>		
Grade 3, Geometry & Algebra II Regents	SLO MAP/NYS Exam (Grade 3, Regents)	Harrison Assessment
Science 8, Global & US History Regents, Biology, Chemistry, Physics, ES Regents	SLO Harrison Pre-Assessment/NYS Exam (all others)	Harrison Assessment
	<ul style="list-style-type: none"> <li>• Not subject to NYS growth scores.</li> <li>• Required to use NYS exams to measure student growth.</li> <li>• Use vendor or locally developed pre-assessment that aligns with NYS exam.</li> </ul>	
<b>Group C</b>		
Grades K-2, Social Studies 6-8	VARC MAP	Harrison Assessment
	<ul style="list-style-type: none"> <li>• Not subject to NYS growth scores.</li> <li>• Use Measure of Academic Progress (MAP). Provides alternative standardized measure of growth to inform teacher rating and offers a counter-point to NYS growth scores. based on a stable, nationally-normed assessment instrument.</li> <li>• Within effective range of MAP assessment validity.</li> <li>• Use VARC HEDI scale for teacher rating. Value-added model (VARC) is psychometrically validated HEDI translation.</li> </ul>	
<b>Group D</b>		
All Others	SLO Harrison Pre/Post Assessment	Harrison Assessment
	<ul style="list-style-type: none"> <li>• Not subject to NYS growth scores.</li> <li>• Not Within effective range of MAP assessment validity.</li> <li>• Use district designed standardized rubric scale to establish growth targets.</li> <li>• Use district designed standardized HEDI scale for teacher rating.</li> </ul>	

# MAP/VARC HEDI Scale (20%)

## Appendix C: Assessment HEDI Scales

The scale uses a value-added statistical model to determine teacher-level effect on student performance on the MAP assessment. Teacher effect is calculated as the number of standard deviations from the norm translated to a scale of 0-20 points assuming a normal distribution centered on 13.

(I)	Developing (D)	Effective (E)	Highly Effective (H)
-2.5 to -2.11	-2.1 to -0.91	-0.9 to 0.89	0.9 to 1.3

0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
See Below	-2.1 to -1.91	-1.9 to -1.71	-1.7 to -1.51	-1.5 to -1.31	-1.3 to -1.11	-1.1 to -0.91	-0.9 to -0.71	-0.7 to -0.51	-0.5 to -0.31	-0.3 to -0.11	-0.1 to 0.09	0.1 to 0.29	0.3 to 0.49	0.5 to 0.69	0.7 to 0.89	0.9 to 1.09	1.1 to 1.29	>= 1.3		

(2) -2.3 to -2.11  
 (1) -2.49 to -2.31  
 (0) < -2.5

# Harrison Central School District HEDI Scale (20%)

The scale uses the percentage (%) of students meeting predetermined growth targets to calculate a teacher score 0-20.

Ineffective (I)	Developing (D)	Effective (E)	Highly Effective (H)
64% or Lower	65-74%	75-90%	91% or Higher

0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
<= 54	55-59	60-64	65	66-67	68-69	70-71	72-73	74	75	76-77	78-79	80-81	82-83	84-85	86-87	88-89	90	91-93	94-97	>= 98

**Appendix D: TIP Template**

**HARRISON CENTRAL SCHOOL DISTRICT**  
*Teacher Improvement Plan*

Date: \_\_\_\_\_

Faculty Member: \_\_\_\_\_

School: \_\_\_\_\_

Supervisor(s): \_\_\_\_\_

Duration: \_\_\_\_\_

\_\_\_\_\_

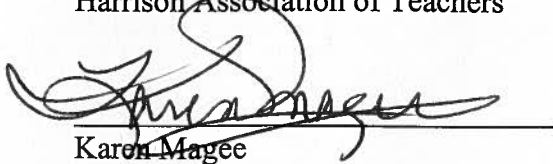
<b>Goals for Improvement Based on Design Questions &amp; Element Clusters</b>	<b>Student Performance Needing Improvement</b>	<b>Action Steps for Teacher &amp; Administrators</b>	<b>Time Line of Action Steps for Teacher &amp; Administrators</b>	<b>Evidence of Improvement to be Collected by Teacher &amp; Administrators</b>

\_\_\_\_\_  
Teacher Signature

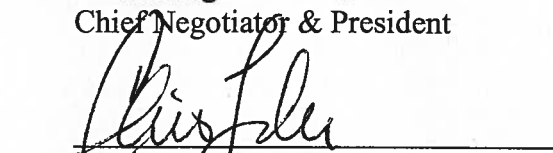
\_\_\_\_\_  
Date

Agreement between the Harrison Association of Teachers and the Board of Education of the Harrison Central School District is herewith executed by the parties' signatures below.

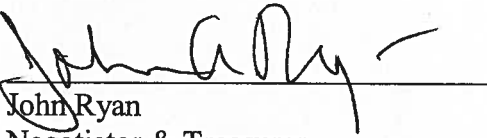
For  
Harrison Association of Teachers



Karen Magee  
Chief Negotiator & President



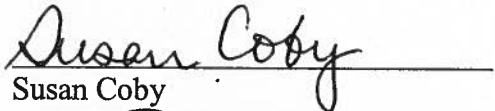
Dr. Christopher Tyler  
Vice President



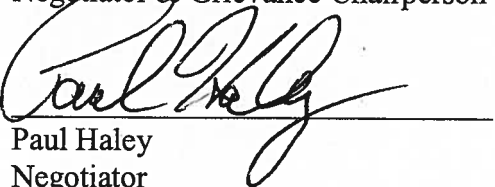
John Ryan  
Negotiator & Treasurer



Rosita McNamara  
Negotiator & Secretary

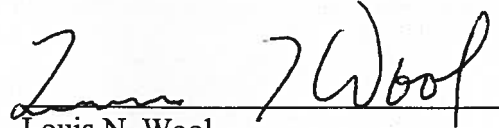


Susan Coby  
Negotiator & Grievance Chairperson

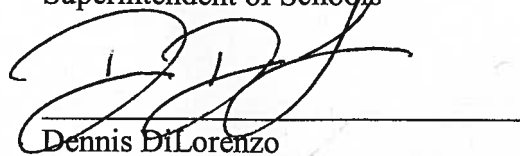


Paul Haley  
Negotiator

For  
Harrison CSD Board of Education



Louis N. Wool  
Superintendent of Schools



Dennis DiLorenzo  
Board of Education President

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