

COLLECTIVE BARGAINING AGREEMENT

by and between the

Hamburg Central School District

and the

Hamburg Teachers' Association Local 2702 Teachers' Unit

September 1, 2023 - August 31, 2027

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PREAMBLE

In order to effectuate the provisions of the Public Employee Fair Employment Act of the State of New York, the Hamburg Central School District (hereinafter, "District") and the Hamburg Teachers' Association, Local #2702, Teachers' Unit (hereinafter, "HTA" or "Association") enter into this Agreement setting forth the terms and conditions of employment for the employees of the District in the recognized bargaining unit represented by the HTA.

ARTICLE I RECOGNITION

A. Exclusive Representation:

The Hamburg Central School District recognizes the Hamburg Teachers' Association, Local #2702, Teachers' Unit as the exclusive representative of the regularly appointed certified employees, with the exception of the supervisory and administrative staff. Included in the bargaining unit is a non-certified (Civil Service Classified) title of Occupational Therapist.

B. Dues Deduction:

The District agrees to permit individual teacher payroll deduction of membership fees and professional dues for the following organization - Hamburg Teachers' Association, Local #2702 (Teachers' Unit) - subject to the following conditions:

1. The Association recognizes the status of the employees as "public employees", and the provisions of the Taylor Law applicable thereto which prohibit strikes. The Association further recognizes that any public employee who engages in said acts is subject to the penalties provided under State Law. The Association shall not engage in a strike, nor cause, instigate, encourage or condone one. In the event a strike or work stoppage occurs, the Association shall exert its best effort to prevent and terminate the same.
2. New Association members shall retain the right to dues deduction.
3. Individual employees wishing to terminate dues dedication shall notify both the Treasurer of the Association and the payroll department in writing.

4. The Association assumes all responsibility for preparation, printing and processing of the payroll deduction authorization form, and for providing a copy of the signed payroll deduction authorization form for the unit member to the District.
5. Authorized deductions shall be in a maximum of 22 equal payments starting from the first pay period in September.
6. Authorized deductions are remitted to the Association at the conclusion of each pay period.
7. The District will continue making such deductions and remitting them to the Association until such time as the Association notifies the District that it has received a valid revocation of such authorization. The District will promptly notify the Association in the event that it is notified that a bargaining unit employee wishes to revoke authorization for such deductions.
8. The Association agrees to indemnify and hold the District harmless from any and all claims, suits or other forms of liability arising out of deductions of money for Association dues under this Article.

ARTICLE II ASSOCIATION RIGHTS AND PRIVILEGES

A. Posting of Notices:

The HTA shall have the right to post notices of its activities and matters of concern on bulletin boards designated for teacher use:

1. At least one bulletin board for teacher use shall be provided in each public school building within the District.
2. The building principal shall have the right to remove from the bulletin board anything they deem derogatory to the school system, but would so notify the Building Chairperson of the HTA. Any material which endorses or opposes a candidate for public office may not be so posted.

B. Use of District Mail Service and Mailboxes:

The Hamburg Teachers' Association shall be able to use the District mail service, teacher mailboxes and email for communication to teachers provided, however, that said use shall not interfere with the communication between the Board of Education and/or the administration and employees.

C. District Policies, Bylaws, and Administrative Regulations:

There shall be a complete and updated digital copy of District Policies, Bylaws, and Administrative Regulations maintained by the District and made available to any HTA member upon request. Policies will be posted on the District's website.

D. Use of Buildings:

The HTA and its members shall be permitted the reasonable use of school buildings for general meetings between Association representatives and individual employees.

1. When custodial services are required, the Association shall pay for same.
2. No meeting shall be held during the employees' work day unless permission is granted by the building principal or their designee. Permission shall not be unreasonably withheld.
3. All requests for the use of said buildings shall be submitted in writing to the building principal twenty-four (24) hours prior to the meeting, if possible.

E. Association Business:

1. During each year of this agreement, Hamburg Teachers' Association Officers or their designees will be granted seven (7) days to conduct Association business.
2. The Association President and Grievance Chairperson will be free at the end of the student school day to conduct Association business whenever necessary. The Association President and Grievance Chairperson will be permitted extra time during the school day when they can demonstrate that the duties to be performed cannot be reasonably performed outside of school hours. Such time may include use of planning period and relief from extra duties otherwise required of teachers but must not interfere with regular teaching duties. The Association President and Grievance Chairperson may request through the Superintendent/Designee that their planning period be at the end of the students' day. The Association President may request through the Superintendent/Designee that they be relieved from supervising assignments.
3. In addition to the aforementioned leave time, the District will grant a total of thirty-five (35) days additional leave time provided, however, that the Association pays for the substitute required.
4. An HTA member, upon their request, shall be entitled to representation by the Hamburg Teachers' Association during meetings with a superior for the purpose

of discipline, dismissal, or written reprimand of the employee. This provision shall not apply to observation and evaluation conferences unless the potential exists for the conference to lead to counseling and/or disciplinary action.

5. The Association shall have the same privileges as a District resident regarding public access to the District records (Section 88 (2)) of the Freedom of Information Law. Copies requested will be furnished at the current rate in effect.

F. Payroll Deduction:

The District agrees to permit, as a voluntary payroll deduction, the New York State United Teachers' Benefit Trust.

ARTICLE III ABSENCES AND LEAVES

A. Child Care Leave:

1. An employee shall be entitled to a child care leave of absence without pay or benefits for a period extending through the balance of the school year in which the leave commences or through the balance of the school year in which the leave commences and the following school year. For purposes of this provision only, a school year is September 1 through June 30. An employee shall notify the Superintendent/Designee in writing sixty (60) days in advance and request an appointment to discuss their leave. An employee desiring to be reinstated following the child care leave shall submit a letter of intent to the Superintendent/Designee two (2) months prior to the date the leave expires.
2. A child care leave may be terminated by mutual consent of the District and employee in extenuating circumstances, such as miscarriage or non-survival of the child.
3. If an employee adopts a child, the employee may take a leave without pay or benefits in accordance with the time periods and requirements set forth in Article III, Section A (1) above.

B. Illness and Accidents:

1. **Personal Illness:** Sick leave at full salary shall be granted pursuant to the following schedule:
 - a. Full-time bargaining unit members will be granted fifteen (15) full sick days per year, which shall be cumulative to a total of two hundred thirty (230) days.

- b. Part-time bargaining unit members will be granted a pro-rata number of full sick days per year based upon their FTE, which shall be cumulative to a total of two hundred thirty (230) days.
- c. An employee who is hired as a probationary teacher immediately following a long term substitute assignment will carry over any accrued sick days.

2. Sick Leave Bank:

a. **Eligibility:**

Full-time or part-time bargaining unit members who work fifty percent (50%) or more of the school year will be eligible to participate in the Sick Leave Bank if, on September 1 of the school year, they have:

- i. Three (3) or more years of service in the District and thirty (30) or more days of accumulated sick leave, or
- ii. Three (3) or more years of service in the District and fewer than thirty (30) days of accumulated sick leave provided that the failure to accumulate thirty (30) days or more was the result of a disabling injury or illness resulting in a continuous absence under the care of a physician.

b. **Membership:**

An eligible bargaining unit member will have only one opportunity during their service with the District to become a member of the Sick Leave Bank and will be eligible to join within a sixty (60) day period from their date of eligibility.

c. **Administration:**

The Sick Leave Bank will be administered by the Superintendent according to the following regulations:

- i. If the total number of days in the Bank is five hundred (500) or more days, current members may remain in the Bank without contributing a day and new members may join by contributing one (1) day of accumulated personal sick leave. If the Bank falls below five hundred (500) days, all members will contribute one (1) day of accumulated personal sick leave to the Bank.
- ii. A member must exhaust all accrued sick leave days before using the Sick Leave Bank.

- iii. Only members suffering a disabling injury or illness may apply for additional sick leave from the Bank. A disabling injury or illness is one which results in a continuous absence or the reoccurrence of a continuing condition under the care of a physician. A physician's statement as to the nature of the disability or illness and an estimate of the duration of the absence shall be submitted upon application for sick leave from the Bank.
- iv. A member of the Sick Leave Bank may apply for up to thirty (30) days of leave. Should the disability or illness continue beyond those thirty (30) days, a second application for up to an additional thirty (30) days may be submitted. In the event the disability or illness continues beyond the date of the second leave, one more extension may be granted for up to fifteen (15) days.
- v. A member of the Sick Leave Bank must repay 50% of the number of days withdrawn from the Bank at the rate of five (5) days per year until the amount withdrawn is paid back. Repayment of days will begin September 1 of the year following the first full year of the member's return to service.
- vi. The District reserves the right to require a medical certificate indicating the employee's fitness to resume work.

3. Extended Illness:

An employee whose personal illness extends beyond their unused sick time may be granted a leave of absence without pay for such time as is necessary for complete recovery, on an annual basis. Upon return from such leave, an employee will be assigned to a substantially equivalent position, if such position is available, and their status regarding tenure will remain unchanged.

4. Family Illness:

An employee shall have the right to use a maximum of twenty (20) days of their sick leave in any one (1) year in case of illness in their immediate family. (Immediate family is defined to include only: wife, husband, domestic partner, children, parents, sister or brother.) If the employee is the sole living relative of another person, ten (10) of the twenty (20) days may be used for that person's illness.

5. Accidents:

- a. Absence due to injury as a result of conditions during the proper performance of duty and verified by the school physician shall not be charged against the employee's sick leave. The District shall pay to such employee the difference between their salary and benefits received under the New York State Workers' Compensation Act. In no instance shall the District continue full salary beyond the expiration of ten (10) school months, during which their would be eligible to receive salary.
- b. An employee injured as a result of conditions during the performance of duty for any employer other than the Hamburg Central School District shall not be eligible for benefits under this section.

C. Bereavement Leave:

1. Bereavement leave will be granted for the first seven (7) calendar days following a death in the immediate family of a regular employee (Immediate family to include only: parents, sister, brother, wife, husband, domestic partner, child, grandparents, grandchildren, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepmother, stepfather, stepchild, stepbrother, stepsister.). However, if the funeral or memorial service is scheduled to take place more than seven (7) days following the death, the employee may request to use up to five (5) of their bereavement days in order to attend the funeral or memorial service provided that the employee provides verification of the funeral/memorial service date with their request.
2. Two (2) days of bereavement leave may be taken for the death of a grandparent-in-law. If an additional day is needed, it will be taken from the employee's accumulated sick leave. These days may be used only between the time of death and the funeral.
3. Three (3) days may be taken from the employee's accumulated sick leave as a bereavement day for the death of an aunt, uncle, niece, or nephew. These days may be used only between the time of death and the funeral.

D. Leaves for Professional Purposes:

An employee shall receive their salary in full for days in attendance at educational conferences or workshops, provided that such attendance is approved in advance by the District.

E. Visiting Days:

Visiting days may be granted to employees by the Superintendent for intra-school, inter-school visitation, or other institutional visitations (i.e., businesses). Days may also be granted to enable an employee to participate in an activity judged beneficial to the school system by the Superintendent.

F. Jury Duty:

Any employee serving on jury duty will receive their regular salary during such period.

G. Part-Day Absences:

It is understood by the District and the employee that there are valid, approvable circumstances that may cause the employee to be absent for a portion of the school day. A one-half (½) day absence for Elementary shall be defined as occurring either between 7:50 am and 11:30 am or between 11:30 am and 3:20 pm. A one-half (½) day absence for Middle School and High School shall be defined as occurring either between 7:20 am and 11:00 am or between 11:00 am and 2:50 pm.

1. Absences Covered by a Leave Policy:

- a. Absences of one hour or less during the teacher workday with the prior approval of the principal or supervisor will not be charged against any accumulated leave time.
- b. Full time unit members may use accrued leave time for absences of a half (½) day or less and will be charged for a half (½) day of leave.

2. Absences Not Covered by any Leave Policy:

Any employee absent for any portion of the school day will be charged with a full day's absence and compensated only for services performed.

H. Special Leave:

- 1. The District grants each full-time employee two (2) days of special leave, not cumulative, with pay. Any special leave days not used will be added to the

employee's sick leave time the following year provided that the maximum sick leave time may not exceed two hundred thirty (230) days.

2. Special leave days may not be taken in connection with the deduct days during the week prior to or following the Winter Recess, Mid-Winter Recess and Spring Recess unless prior approval is granted by the Superintendent/Designee and is for one of the reasons listed below. Such approval shall not be unreasonably withheld. Nothing stated herein shall prevent an employee from taking one (1) special leave day between June 1 and June 14 for any reason. It is otherwise understood that should such leave be requested for the one or two days immediately preceding or following a holiday or vacation or during September 1-15 or June 15-30, such leave must have the prior approval of the Superintendent/Designee, and be for one of the following reasons. Such approval shall not be unreasonably withheld:

- a. Funerals for Other than Immediate Family:

Interpretation: To enable an employee to attend/assist in the funeral arrangements of a person other than a member of the immediate family.

- b. Obligations to Appear in Court, such as:

Interpretation: To enable an employee to appear before a judicial body at a specific time as required.

- i. Liability Case.
- ii. Property Settlement.
- iii. Important Family Situation

- c. Transportation Failure:

Interpretation: Emergency vehicular failure caused by weather conditions or mechanical trouble which prevents the employee from appearing on the job. Problems involving transportation arrangements or availability are not considered a transportation failure.

- d. Special Situations Approved by the Superintendent/Designee

Interpretation: To enable an employee to attend a graduation or wedding of the employee or and immediate family member (immediate family member is defined to include only: parents, sister, brother, wife, husband, domestic partner, child, grandparents, grandchildren, or in-laws); to enable the employee to take a child to or pick a child up from a college where the student lives while the college is in session; to attend to health emergencies in the immediate family; to enable an employee to celebrate a religious observance; or to enable an employee to participate in an activity

which in the judgment of the Superintendent will be beneficial to the District. In the event that serious interruption of work will result as a consequence of a large number of teachers taking leave on any one day, the District reserves the right for this reason to deny a request.

I. Sabbatical Leave:

1. Eligibility:

- a. Personal Qualifications:
 - i. Fully certified with at least a Bachelor's Degree.
 - ii. Completed a minimum of seven (7) consecutive years of satisfactory instructional service in the Hamburg School System.
 - iii. Tenure in the field of instructional service.
- b. Purpose of Leave:
 - i. Special study toward the completion of:
 - a. Master's Program.
 - b. Doctoral Program.
 - c. Special work beyond a degree for an individual's professional development
 - ii. Travel:
 - a. University approved program, with Superintendent's approval.
 - b. Individually planned, with Superintendent's approval.

2. Method of Application:

- a. Made in writing to the Board of Education through the school principal and the Superintendent.
- b. Receive District approval by the beginning of the semester prior to the desired leave.
- c. Submitted by September 1 for the second semester; by March 1 for the first semester or full year.

3. Conditions:

- a. Number to be granted:

A maximum of 2% of instructional staff in any one (1) year. It is recommended that the distribution be as follows:

- i. Elementary - $\frac{1}{2}$ of leaves granted.
- ii. Secondary - $\frac{1}{2}$ of leaves granted.
- iii. Upon lack of application in any area, consideration may be extended to the other applications received.

b. Criteria for Selection:

- i. Most benefit to the school system.
- ii. Most self-improvement.
- iii. Seniority based on years and quality of service.

c. Applicant Obligations:

- i. Persons on leave for travel should submit progress reports to the District.
- ii. All employees granted a full-year sabbatical leave must agree to serve at least three (3) years in Hamburg Central School District upon completion of their leave. If the employee fails to return to work in the District after the completion of the sabbatical leave, the employee will repay the District the salary received during the leave. If the employee resigns after teaching one (1) year, one-half ($\frac{1}{2}$) of the salary received will be repaid, and if the employee resigns after teaching two (2) years, one-third ($\frac{1}{3}$) of the salary received will be repaid.
- iii. All employees granted a one (1) semester sabbatical leave must agree to serve at least one and one-half ($1\frac{1}{2}$) years in the Hamburg Central School District upon completion of the sabbatical leave. If the employee fails to return to work in the District after the completion of the sabbatical leave, the employee will repay the District the salary received during the leave. If the employee resigns after teaching one (1) semester, one-half ($\frac{1}{2}$) of the salary received will be repaid, and if the employee resigns after teaching two (2) semesters, one-third ($\frac{1}{3}$) of the salary received will be repaid.

d. Duration and Remuneration:

- i. Leaves shall constitute no less than one (1) full semester.
- ii. All leaves shall be at half ($\frac{1}{2}$) salary, plus fringe benefits when necessary.
- iii. Pay periods to coincide with that of regular instructional service area.
- iv. Leaves shall coincide with regular school semesters.

e. Status of Teacher Upon Conclusion of Leave:

- i. Shall be granted experience credit on the salary scale as though on regular employment.
- ii. Shall return to former or equivalent position in system.
- iii. Rights under retirement system shall not be impaired.

f. Frequency:

Time between sabbatical leaves for any one (1) employee should be at least seven (7) years.

4. Selection of Committee:

a. Membership (voting authority may be delegated in an emergency):

- i. One Board of Education member - one vote (President).
- ii. Superintendent - one vote (Chairperson).
- iii. One faculty member - one vote (preferably the President of the Hamburg Teachers' Association).
- iv. One faculty member - no vote (preferably the Vice President of the Hamburg Teachers' Association).
- v. Building Principal(s) of applicant(s) concerned - advisory - no vote.

b. Terms for Committee:

Annual Appointment.

c. Committee Chairpersonship:

It is the responsibility of the Superintendent, as Committee Chairperson, to call meetings as necessary.

J. Individual Leave of Absence:

An employee may request an individual leave of absence by applying for a one (1) or two (2) year leave without pay or benefits for a special purpose, with the exception of employment.

The employee must state the intended duration of the leave in the initial application. An employee desiring such leave shall file a written statement of their need with the Superintendent who shall make their recommendation to the Board for its action. An employee desiring to be

reinstated following an individual leave shall submit a letter of intent to the Superintendent/Designee two (2) months prior to the date the leave expires. A leave of absence for one (1) or two (2) years will be granted to teachers for the purpose of participation in an exchange teaching program. In order to qualify as an exchange teaching program under the terms of this section, the exchange assignment must be in a foreign country or must be an exchange program conducted pursuant to Education Law Section 3005.

ARTICLE IV ANNUITIES

The District agrees to maintain a tax sheltered annuity program for eligible employees in accordance with the provisions of Section 403(b) of the Internal Revenue Code of 1954, as amended. Employee elective contributions will be remitted to the 403(b) vendor selected by the employee. Employee payroll deductions will be distributed by the District's third-party administrator. Once the elective contribution has been deducted from the employee's pay and distributed by the District's third-party administrator to the vendor selected by the employee, the District will not have any further responsibility and/or liability with respect to those funds.

ARTICLE V MILITARY

Upon termination of military service and reinstatement in the position, the employee is entitled to the same rate of salary to which they would have been entitled had they been in continuous employment and to all rights and privileges with reference to promotion, transfer, reinstatement, or continuance in office as they would have enjoyed had they been continuously employed. An employee who enters military service while on probation is entitled to credit for the period of military service as satisfactory probationary service. If the end of the probationary service occurs while the employee is in military service, however, this does not have the effect of

placing the employee on tenure. The above applies only to employees whose teaching service in the Hamburg Central School District is interrupted by military service.

ARTICLE VI HEALTH REQUIREMENTS

The District has the legal authority to establish health standards for its employees. In setting such standards, however, the District will assume the cost of required medical examinations.

ARTICLE VII ARTICLE VII COMMITTEE

A. Composition:

The District and the Association agree to the continuation of the Article VII Committee. The committee will consist of four (4) teachers appointed by the President of the Association and four (4) administrators appointed by the Superintendent. The facilitator of the committee shall be agreed upon by the Superintendent and the President of the Association. Any decision of the committee must be approved by a minimum of five (5) votes. The committee shall meet on a monthly basis during the school year.

B. Duties and Responsibilities:

The Article VII Committee has the following duties and responsibilities:

1. Determine the courses to be offered for professional development training in accordance with the provisions of Article XXVII (PROFESSIONAL DEVELOPMENT) of this Agreement.
2. Make recommendations to the District and the HTA regarding modification of the procedures and standards for evaluating bargaining unit members under the Annual Professional Performance Review Plan (APPR Agreement) and Article VIII (EMPLOYEE EVALUATION) provisions of the collective bargaining agreement.
3. Develop and implement pilot programs. Any pilot program recommended to the Superintendent and implemented as a result of the work of this committee shall

terminate at the end of the school year in which it was implemented. Such deadline may be extended upon mutual agreement of the parties.

4. Such other duties and responsibilities as the committee may decide to undertake with the approval of the Superintendent.

ARTICLE VIII EMPLOYEE EVALUATION

A. Evaluation:

The evaluation of the work of all employees is the responsibility of the District. The purpose of the evaluation is to determine the performance of the employee and to further the improvement of instruction. All monitoring or observation of the work of the employee shall be conducted openly and with full knowledge of the employee.

B. HEMIO Observation/Evaluation Model:

The District and the Association agree to keep in place the HEMIO teacher observation/evaluation (Psychologists, Speech & Occupational Therapists, LMC, Counselors, AIS, and Social Workers) model that has been in effect and practice since the 2007-2008 school year, or a model or framework as agreed to by the Article VII committee.

C. Observations:

Two (2) or more observations shall be completed each school year for all probationary teachers. If a tenured teacher is evaluated, one (1) observation shall be completed. Each observation shall be followed by a written report and a conference between the employee and the evaluator. During the conference, the evaluator shall point out the strengths and weaknesses observed and offer suggestions on how areas needing improvement may be so improved. The evaluator will also note areas for professional growth. The conference shall be held within seven (7) days unless there are extenuating circumstances; in such cases, the time extended will be reasonable.

D. Final Evaluation:

The building administrator shall consult with the appropriate personnel before making a final evaluation. Evaluations for all probationary appointments effective September 1st will be completed by the preceding April 1st.

E. Evaluation Conference with Building Administrator:

The building administrator will hold a conference with an employee after preparing an evaluation report and the employee will read and sign the evaluation report. Such signature does not necessarily indicate agreement with the content. The building administrator will provide the employee with a copy of such report after it is signed.

F. Employees Whose Services are to be Discontinued:

Employees being considered for tenure and whose services are to be discontinued must be notified in writing at least sixty (60) days before the completion of the probationary period.

ARTICLE IX PROFESSIONAL FILES AND PERSONNEL FOLDERS

All employee professional files shall be maintained under the following circumstances:

1. The employee, upon request to the appropriate administrator, shall have the right to review the contents of their file, including any portion of the file electronically stored, with the exception of pre-employment references, during normal office hours.
2. No material, except pre-employment references, which serves to evaluate the performance or service of an employee, shall be placed in the files unless the employee has had an opportunity to read the material and initial it. Such signature does not necessarily indicate agreement with the content.
3. The employee shall have the right to respond in writing to any material to be filed, except pre-employment references, which serve to evaluate the performance or service of said employee. The employee's response shall be reviewed and signed by the appropriate administrator and attached to the file copy. Such signature does not necessarily indicate agreement with the content.

4. Upon written request to the appropriate administrator, single copies of material from the employee's file, with the exception of pre-employment references, shall be made available to the employee. A copy of the request shall be placed in the file attached to the item requested.

ARTICLE X MEDICAL

A. Health Benefits Plan:

The District will provide health insurance through a self-funded health insurance plan, i.e. the Hamburg Central School District POS/PPO Plan for Hamburg Central School Employees and Retirees ("the Plan"). Any employee who accepts health insurance from the District must enroll in an option that is available under the Plan. The District will contribute 85% of the premium costs of the option under the Plan in which the employee is enrolled.

B. Health Maintenance Account:

The District has established a "health maintenance account" under the IRC Section 105-h for each probationary and tenured bargaining unit member, regardless of the payroll status. The District will annually deposit \$250.00 in their respective account. Effective September 1, 2026, the District will annually deposit \$350.00 in their respective account. Part-time probationary and/or tenured bargaining unit members will receive an amount prorated according to their payroll status. The District shall pay the administrative fee and card fee associated with such 105-h account.

C. Health Insurance Coverage Waiver:

The District will pay a health insurance Waiver Payment of \$1,500 to all employees eligible for tiered family health insurance benefits, provided a minimum of 15% of eligible employees waive coverage. Waiver of any tiered family coverage will not result in eligibility for the \$1,500 stipend if single coverage is elected instead.

An eligible employee for the purposes of this waiver payment is hereby defined as an employee who is a member of the HTA bargaining unit (Teachers' Unit) and who would be eligible to receive family health coverage by reason of their employment with the District but chooses to waive coverage. The waiver payment shall be paid as a one-time adjustment to wages (subject to taxes) at the end of the school year and shall not be prorated for any portion of the school year for any employee who requires re-enrollment into the District's health insurance program. Employees appointed after October 1 and prior to December 31 of any school year who waive coverage will be entitled to one-half of the waiver payment for that school year. Employees appointed after December 31 will not be eligible for this payment until the following school year. Duplicate coverage is prohibited; that is, a husband and wife both employed by the District are allowed to select one and only one health benefits plan for their family and neither shall be eligible for a waiver payment.

In the event that the District no longer offers the Plan, the parties will meet to negotiate a waiver payment that is commensurate with the current savings experienced by the District under the currency waiver. Eligible employees employed at less than 1.0 FTE will be eligible for a prorated benefit commensurate with their FTE. For purposes of calculating the percentage of eligible employees necessary to trigger the waiver payment, such employees will be counted the same as a full-time employee.

D. Dental:

The Association shall have the sole authority to determine the types of dental coverage to be offered by the Benefit Trust. The District will make an annual payment to the Benefit Trust in the amount of \$113,000. This amount will be paid in two (2) installments during the year - July 1 and January 1.

The District will be allowed to review the Benefit Trust's business records to ensure that the public monies contributed to the Benefit Trust have been expended in a manner consistent with the stated purpose of the Benefit Trust.

E. Part-time Employees:

For part-time employees, the District will contribute a percentage of the cost of the selected health plan. The percentage of the District's contribution will be determined by the employee's percentage of employment.

F. Overlapping Types of Medical Insurance:

No overlapping types of medical insurance shall be permitted. The employee must choose between coverage provided under this contract and the coverage available through a spouse.

G. Employee on Leave:

Any employee who is on leave may continue to be covered by the employee's selected health plan for up to one (1) year by paying the monthly premium to the District.

H. Child Care Leave Because of Pregnancy Disability:

An employee who opts for a child care leave because of a pregnancy disability shall have their insurance continued for three (3) months.

I. Retirement:

If requested upon retirement, the District would continue to enroll the employee in the Plan. The employee will assume the full cost of the coverage, plus a 2% charge, and reimburse the District. When 110 employees are enrolled, the charge will be 2.5%; 150 employees, 2.75%; 200 employees, 3%.

ARTICLE XI ONE TWENTY FIVE PLAN

The District will maintain a Flexible Benefits Program in accordance with the provisions of Section 125 of the Internal Revenue Code of 1954, as amended. The One Twenty Five Plan is comprised of seven (7) units as follows:

1. Hamburg Teachers Association, Local 2702 (Teachers Unit)
2. Hamburg Teachers Association, Local 2702 (Unit of Registered Professional School Nurses, Certified Occupational Therapy Assistants, Computer Aides and Micro Repair Technicians)
3. Hamburg Teachers Association, Local 2702 (Teacher Aide Unit)
4. Office Employees
5. Maintenance and Custodial Employees
6. Administrators
7. District Employees

The costs and legal fees of the Plan will be paid 50% by the District with the other 50% being shared equally by the other groups that accept and agree to participate in the Plan.

ARTICLE XII STUDENT TEACHERS

A. Approval:

The District and the HTA encourage the presence and supervision of student teachers who are duly assigned to a certified teacher. Assignment of student teachers shall have the written approval of both the Superintendent or their designee and the supervising teacher. No student teacher shall be assigned to a non-tenured teacher, however, non-tenured teachers who obtained tenure in a previous district may be assigned a student teacher with their written approval.

B. Student Teacher as Substitute Teacher:

In an emergency situation, a student teacher may be used as a substitute teacher for the cooperating teacher, with the consent of the building principal and the cooperating teacher.

ARTICLE XIII TRANSFERS

A. Voluntary Transfer Process:

1. Notice of available full-time and part-time vacancies will be emailed to the school email address of each current unit member and posted on the District website no later than the first Friday in May. The notice will include the position, building, and grade level of the available vacancies.
2. Interested applicants must submit their letter of intent by email to the Assistant Superintendent or their designee within three (3) school days of the date of the email described in paragraph 1 above. The day that the email is sent by the District Office will count as the first school day of the three (3) school day period if the email is sent by the District Office before noon that day. If the email is sent at noon or later, the next school day will constitute the first school day of the three-school day period.
3. After the positions contained in the first round of postings are filled and the ripple effect occurs, the process described in paragraphs 1 and 2 above (posting and submission of letter of intent by email to the Assistant Superintendent or their designee within three (3) school days) will continue until all positions are filled. Positions that remain open will then be posted externally. Due to a change in the number of sections, some positions may not require an external posting.
4. The same process described in paragraphs 1 and 2 above will be used to fill new positions resulting from late retirements, resignations, etc., that arise after the initial voluntary transfer process is complete. Available positions will not be posted between August 20th and the opening day of school.
5. The process described in paragraphs 1 and 2 above will be the exclusive means for filling vacancies during the Voluntary Transfer Process. Letters of intent or other expressions of interest submitted outside this process will not be considered.
6. Among candidates currently working in the tenure area of the vacancy, tenure area seniority will be used to determine who will be offered the transfer opportunity. If certified in the tenure area but not currently working in the tenure area, the individual must apply through the external process.
7. Application for transfer does not assume procurement of the transfer.
8. The individual selected for the vacancy will receive an email from the Assistant Superintendent or their designee notifying the individual that they have been selected to fill the vacancy. The building principal from the individual's prior placement and the building principal of the individual's new placement will be copied on the email. Candidates not selected to fill the vacancy will receive an

email from the Assistant Superintendent or their designee notifying them that they were not selected.

B. Involuntary Transfer Process:

When the need for an involuntary transfer is determined due to the abolition of positions or other circumstances requiring a change in an employee's assignment within their tenure area (e.g., reduction in available sections requiring grade level or building changes), the District will first seek to fill the open positions utilizing the voluntary transfer process in Section A above. The District will notify all employees of the open positions within that tenure area using the same process set forth in Section A(1) above for voluntary transfers. Qualified employees within that tenure area who are interested in filling an open position will follow the process set forth in Section A(2) above for voluntary transfers. Among candidates currently working in the tenure area of the vacancy, tenure area seniority will be used to determine who will be offered the transfer opportunity.

If the open positions cannot be filled on a voluntary basis and an involuntary transfer is necessary, the employee with the least amount of tenure area seniority will be transferred unless the employee is not certified for the open position. In that event, the employee will be assigned to another position in the employee's tenure area in the employee's building provided one is available for which the employee is qualified. If no position is available in the employee's building then an involuntary transfer will be made to another building. The involuntary transfer will not be made before such employee has been consulted by the appropriate administrator and notified of the reasons for the transfer. Involuntary transfers pursuant to Article XIII will be determined by tenure area seniority.

C. Volunteers for Transfer:

In connection with any involuntary transfer, the District's actions seeking volunteers for transfer shall not be considered as an acknowledgment of the acceptability of the equality of qualifications of those contacted.

D. Change of Grade Levels:

In the event there is a change of grade levels in the schools, the District will negotiate a plan for the transfer of teachers to different buildings.

E. Variance for Grade Level or Subject Assignments:

1. A variance requires a mutual agreement of the teachers involved, the building principal, the HTA President, and the Superintendent/Designee.
2. Teachers will return to their status prior to the variance being granted unless the District has reduced the number of sections at the returning teacher's grade level. Should such a reduction occur, the teacher will be considered a part of the level or subject taught prior to the variance and dealt with in accordance with Article XIII Section A and Section B of this Agreement.

ARTICLE XIV BUILDING COMMITTEE

Employees in each building shall elect a committee of three (3) to seven (7) members, according to building size, who shall meet at least once a month with the building principal to discuss concerns. Minutes of the meeting shall be taken and approved by the administrator(s) and committee members prior to distribution. An agenda for the upcoming meeting will be submitted to the building administrator five (5) days prior to the meeting.

ARTICLE XV TEACHING HOURS, LOADS AND CALENDAR

A. Employee's Work Day:

1. Elementary Work Day:

The length of the employee's work day at the Elementary level will be from 7:50 am to 3:20 pm. There will be no more than a thirty (30) minute deviation from the above times. The District, with the employee's approval, may request an employee to deviate from the above times. No more than 10% of the employees in a given building may be so affected. On two (2) Thursdays per month, the school day will be extended to 4:20 pm and, on one (1) designated Tuesday per month, to 3:50 pm for elementary teachers for professional meetings; if scheduled. On Fridays and days prior to holidays, the employees' normal leaving time will be 3:08 pm; unless professional duties require the employee's presence. No more than 15% of the teachers in the buildings may be assigned bus duty. Such assignment exempts the District from complying with the aforementioned leaving time.

2. Middle/High School Work Day:

The length of the employee's work day at the Middle/High School level will be from 7:20 am to 2:50 pm. There will be no more than a thirty (30) minute deviation from the above times. The District, with the employee's approval, may request an employee to deviate from the above times. No more than 10% of the employees in a given building may be so affected. On two (2) Thursdays per month, the school day will be extended to 3:50 pm and, on one designated Tuesday per month, to 3:20 pm for secondary teachers for professional meetings; if scheduled. On Fridays and days prior to holidays, the employees' normal leaving time will be 2:38 pm; unless professional duties require the employee's presence.

3. Schedule for Professional Learning Days:

Where the District schedules half-day professional learning for all employees, the following schedule will apply:

Elementary - 7:50 am - 10:30am and 12:30 pm - 3:20 pm

Secondary - 7:20 am - 10 am and 12 pm - 2:50 pm

For full-day professional learning (up to four times per year), the start time for all staff will be 7:50 am and the end time will be 3:20 pm. If such day falls on a Friday and/or before a holiday recess, the end time will be 3:08 pm.

B. Lunch Periods:

Each full-time employee shall be granted a thirty (30) minute duty free lunch period.

C. Planning and Preparation Periods:

All regularly scheduled full-time contract employees will be given a daily professional period of reasonable length, but not less than two hundred (200) minutes per week, free from supervisory duties, for the purpose of lesson planning and preparation. Such time will be scheduled during the hours of the pupils' day. If the length of class periods is shortened for special programs on occasions, the planning period will be shortened accordingly.

1. Elementary Teachers:

The employee's contact time with students shall not exceed three hundred (300) minutes per day. Such daily teaching schedules shall also include the planning periods and lunch periods referenced above. In addition, if one hundred and twenty (120) minutes of consecutive teacher/student contact time is exceeded, a five (5) minute scheduled break will be provided to the employee.

2. Middle/High School Teachers:

The employee's contact time with students shall not exceed three hundred (300) minutes per day. Such daily teaching schedules shall continue to include five (5) periods of classroom instruction, at least one (1) supervisory duty, the planning periods and the lunch periods referenced above.

D. Teaching Calendar:

Teacher attendance will not be required prior to Labor Day and no earlier than one day before student attendance except in cases where the HTA consents in writing to permit attendance prior to Labor Day. Where such consent is given, up to two (2) teacher attendance days may be scheduled (on Tuesday, Wednesday or Thursday only) during the week immediately preceding Labor Day. The teachers' calendar will not contain more than one hundred and eighty-six (186) workdays. Through the Leadership Forum, the President of the HTA may make suggestions regarding the teaching calendar.

E. Travel Time:

Employees assigned in two (2) or more schools will be provided with up to thirty (30) minutes travel time between each school.

ARTICLE XVI EMPLOYEE ASSIGNMENTS

The Principal, in scheduling an employee, shall:

1. Keep the variable class assignments to a minimum.
2. Ability and qualifications being equal, follow a policy of rotation among qualified personnel in the matters of special, honors, and other modified classes.
3. Consider the employee's professional background and preparation.
4. In elementary schools, ability and qualifications being equal, schedule employees for the level at which they have the most experience with the stipulation that any employee may request a change in level assignment. If there is grouping, this will be rotated.
5. Employee(s) are to be informed in writing of their assignment for the following school year by the first Friday in the month of June. Tentative courses for the secondary teachers and level assignments for elementary teachers, as specific as possible, will be given in writing to the employees. If any subsequent change is necessitated before the beginning of the school year, the principal will consult with the affected employee before such change is finalized. If this is impossible, the employee shall be notified of the change and the reasons for it in writing by August 20.

ARTICLE XVII PROTECTION OF EMPLOYEES

A. Alleged Assault or Personal Property Damage:

Employees shall be required to report in writing, within twenty-four (24) hours if possible, any case of alleged assault or personal property damage in connection with their employment. The report shall be submitted to the appropriate building principal.

B. Investigation by Administrator:

The alleged assault or personal property damage shall be promptly investigated by the administrator and they shall take such action as they deem necessary.

C. Legal Counsel:

In the case of an assault by a pupil or non-pupil, the District will provide legal counsel to defend any employee in any action arising out of any claim, demand, suit by reason of alleged negligence, or other act resulting in accidental bodily injury or death of any person or in accidental damage to, or destruction of, property within or without the school building, providing such employee, at the time of the accident resulting in such injury, damage, or destruction, was acting in the discharge of their duties within the scope of their employment and under the direction of the District.

D. Criminal or Civil Proceedings:

If criminal or civil proceedings are brought against the employee alleging that they committed an assault against the pupil during the discharge of their duties within the scope of their employment or under the direction of the District, the District will furnish legal counsel to defend them in such proceedings.

E. Employee Discharge or Suspension:

Should any employee be discharged or suspended by the District for conduct in their employment which results in litigation, whether instigated by the District or by a third person, said employee shall be entitled to back pay if said employee is found to be without culpability by the courts and is reinstated to their position by the District.

ARTICLE XVIII EMPLOYEE FACILITIES

Employee's Work Area:

Each school shall have the following:

1. Reasonably safe space in each classroom in which employees may store personal belongings, instructional materials and supplies.
2. An employee's work area containing equipment and supplies to aid in the preparation of instructional materials.

ARTICLE XIX TEXTBOOKS AND SUPPLIES

A. Teaching Equipment and Supplies:

The District agrees that what constitutes sufficient teaching equipment and supplies will be a matter for discussion between employees and administrators.

B. Requisitions:

All requisitions approved by the appropriate administrator will be forwarded to the Business Office. If budgetary considerations require deletions of teaching equipment and/or supplies, the Business Office shall so inform the appropriate administrator. To assist the appropriate administrator in the revision of the requisitions, the employee shall have the responsibility of making known any recommended priorities for purchase. The Assistant Superintendent or their designee shall consider recommended priorities, but retain the authority to disapprove of any requisitioned item.

ARTICLE XX INSTRUCTIONAL SUPPORT FOR TEACHERS

The HTA and the District recognize the value of peer-facilitated instructional support for teachers and agree to provide such support through the following positions:

A. Peer Coach:

1. Number of Positions: Every effort will be made to provide one (1) peer coach for every ten (10) non-tenured teachers with the understanding that there will be an equitable distribution among peer coaches based upon the number of non-tenured teachers requiring coaching.
2. Duties: Peer coaches work closely with non-tenured teachers in the following ways:
 - a. Meet and observe non-tenured teachers to facilitate coaching.
 - b. Support non-certified substitute teachers' orientation into the District.
 - c. Meeting with building and District administration as needed.
3. Duration: Two (2) year appointment. Incumbent may reapply every two (2) years.
4. Selection: Available positions will be posted by the District on or before June 1 of the school year preceding the appointment. Applicants will be interviewed and selected by the Article VII Committee.
5. Evaluation/Retention: Peer coaches may be required to meet with the Assistant Superintendent or their designee approximately two (2) times per year to discuss progress and performance. Based on the evaluation of each Peer Coach and the professional learning needs of the District, the placement and retention of Peer Coaches is the sole responsibility of the District.
6. Stipend: In addition to regular salary and benefits, individuals serving as Peer Coaches will receive an annual stipend as follows:
2023-2027 - \$3600

B. TOSA/Special Education:

1. Number of Positions: One (1) or more TOSA/Special Education.
2. Duties: TOSA/Special Education works closely with the Director of Pupil Services and Curriculum Coordinator to support great learning for staff and students with special needs in the following ways:
 - a. Leads Committee on Pre-K Special Education meetings.
 - b. Help to increase instructional capacity by facilitating/securing professional learning experiences for educators. (e.g., RTI, CPI).
 - c. Other related duties as assigned by the Assistant Superintendent for Curriculum and Instruction or their designee.
3. Duration: Two (2) year appointment. Incumbent may reapply every two (2) years.
4. Selection: Available positions will be posted by the District on or before June 1 of the school year preceding the appointment. Applicants will be interviewed and selected by the Article VII Committee.
5. Evaluation/Retention: The selected TOSA/Special Education will be evaluated by the HEMIO model. Based on the evaluation of each TOSA/Special Education and the professional learning needs of the District, the placement and retention of TOSA/Special Education is the sole responsibility of the District.

6. Stipend: In addition to regular salary and benefits, the individual serving as a TOSA/Special Education will receive an annual stipend of \$4,000 and will be required to complete up to twenty (20) days of work in the summer at the compensation rate of 1/200 of salary per day.
7. Rights upon Termination of Assignment: When a TOSA/Special Education is returned to the classroom, they will be returned to a position in their tenure area.

C. TOSA/Technology Integrator:

1. Number of Positions: One (1) or more TOSA/Technology Integrator.
2. Duties: TOSA/Technology Integrator works closely with Technology Director, Curriculum Coordinator, and staff to support great learning for students in the following ways:
 - a. Help improve instructional capacity by facilitating/securing professional learning experiences for educators.
 - b. Teach side-by-side in classrooms.
 - c. Model lessons and technology-based techniques.
 - d. Other related duties as assigned by the Assistant Superintendent for Curriculum and Instruction or their designee.
3. Duration: Two (2) year appointment. Incumbent may reapply every two (2) years.
4. Selection: Available positions will be posted by the District on or before June 1 of the school year preceding the appointment. Applicants will be interviewed and selected by the Article VII Committee.
5. Evaluation/Retention: The selected TOSA/Technology Integrator will be evaluated by the HEMIO model. Based on the evaluation of each TOSA/Technology Integrator and the professional learning needs of the District, the placement and retention of TOSA/Technology Integrator is the sole responsibility of the District.
6. Stipend: There is no stipend paid for this position in addition to regular salary and benefits but the individual serving as a TOSA/Technology Integrator will be required to complete up to ten (10) days of work in the summer at the compensation rate of 1/200 of salary per day.
7. Rights upon Termination of Assignment: When a TOSA/Technology Integrator is returned to the classroom, they will be returned to a position in their tenure areas.

D. TOSA/Instructional Coach:

1. Number of Positions: Up to three (3) TOSA/Instructional Coaches (pre-k-12).
2. Duties: TOSA/Instructional Coaches help to enhance instructional capacity in the following ways:
 - a. Work closely as a colleague to support classroom teachers/teacher aides in coordination with administrators and other TOSAs.
 - b. Help teachers to make regular and effective use of teaching techniques designed to promote modern learning experiences for all students.
 - c. Provide job-specific and on-going professional learning.

- d. Other related duties as assigned by the Assistant Superintendent for Curriculum and Instruction or their designee.
- 3. Duration: Two (2) year appointment. Incumbent may reapply every two (2) years.
- 4. Selection: Available positions will be posted by the District on or before June 1 of the school year preceding the appointment. Applicants will be interviewed and selected by the Article VII Committee.
- 5. Evaluation/Retention: TOSA/Instructional Coaches will be evaluated by Assistant Superintendent for Instruction or their designee (using a framework to be determined by the Article VII Committee) no later than June 1 of the school year. Based on the evaluation of each Instructional Coach and the professional learning needs of the District, the placement and retention of Instructional Coaches is the sole responsibility of the District.
- 6. Stipend: There is no stipend paid for this position in addition to regular salary and benefits by the individual serving as a TOSA/Instructional Coach will be compensated at the rate of 1/200 of salary per day for any days worked during the summer.
- 7. Rights upon Termination of Assignment: When a TOSA/Instructional Coach is returned to the classroom, they will be returned to a position in their tenure area.

E. Department Leaders:

- 1. Number of Positions: Up to forty-three (43).
- 2. Duties: Department Leaders work closely with building administrators, District administrators, and department members in the following ways:
 - a. Function effectively as a liaison between the department/team/grade level and administrators, assuring that our efforts are supported with open dialogue and appropriate resources.
 - b. Communicate on issues related to curriculum, assessment, and instruction.
 - c. Establish a yearly focus for respective departments that support District and building goals through surveying and discussion at department meetings.
 - d. Participate in Strategic Planning Committee which will meet two (2) times during the school year during the workday.
 - e. Participate in meetings to include: meetings with building Principal, curriculum department representative, and other building Department Leaders during contractual hours (up to 6 times per year) and meetings with department during Thursday meeting time (up to 10 times per year).
 - f. Attend up to three (3) days of professional learning for the summer to be compensated on an hourly basis at the curriculum rate.
- 3. Duration: Two (2) year appointment. Incumbent may reapply every two (2) years.
- 4. Selection: Selected by the Teachers within the affected department.
- 5. Evaluation/Retention: Department Leaders will complete a focus and reflection sheet three (3) times annually (October, January and June). The Article VII

Committee may remove a Department Leader from their position if performance issues so warrant.

6. Stipend: In addition to regular salary and benefits, individuals serving as Department Leaders will receive an annual stipend as follows:

2023-2024 - \$2,000

2024-2025 - \$2,100

2025-2026 - \$2,100

2026-2027 - \$2,200

HHS	HMS	Secondary	Elementary (1 per Bldg.)	Elementary	District
ELA	ELA	Tech	K-1 (except at CAS where it will be Pre-K-1)	Music (1 per area)	Psychologists/Counselors/ Social Workers
Math	Math		2-3	Art (1 per area)	Health (secondary times on department meeting days)
Science	Science		4-5	PE (1 per area)	Related Services (Speech/OT)
Social	Social			Special Education 1 for UPES 1 for AES, BVS and CAS	AIS (secondary times on department meeting days)
Special Education	Special Education				LMC (secondary times on department meeting days)
LOTE	LOTE				
Music	Music				
Art	Art				
Business	FACS				
PE	PE				
10	10	1	12	5	5

- Health meetings - Elementary Health teacher will need to cancel the last class of the day once a month to attend the meeting.
- AIS meetings - Elementary AIS teachers will need to cancel the last class of the day once a month to attend the meeting
- LMC - Elementary LMC will have coverage for last class of the day once a month to attend the meeting.
- To address K-12 meeting times, departments will meet vertically up to four (4) times per year on a quarterly basis dependent on individual, department or program needs. Meetings may be held on staff development days.

ARTICLE XXI TENURED AREA SENIORITY

A. Staff Reductions:

Whenever staff reductions affect probationary or tenured employees, probationary, then tenured employees in the affected tenure areas shall be dismissed according to least seniority.

B. Continuous Employment:

Continuous employment shall be that period from the first day of employment until official termination of services. It shall not be interrupted by such defined periods as military service, sabbatical leave, and personal illness.

C. Seniority Lists:

By May 15 of each year, a copy of the tenured area seniority lists will be provided upon the request of the President of the Association. If an employee is to be excessed in the general secondary, then a tenured area seniority list will be provided. The tie breaker for seniority shall be the order in which the appointment appears in the Board of Education minutes. The order of the minutes shall reflect the order in which the candidates accepted the job offer from the District.

D. Excessed Employee:

Any employee who is to be excessed will receive a written notice from the Superintendent by June 1.

E. Excessed Employee/Medical Coverage:

If the excessed employee's spouse is able to provide the basic medical coverage, the District's coverage will cease on July 1. Otherwise, the District will provide medical coverage until September 1. Any excessed employee may continue to be covered by the employee's

selected health plan by paying the monthly premium plus any applicable surcharge to the District, in accordance with the excessed employee's entitlements under COBRA.

ARTICLE XXII JOB SHARING

A. Program

A job-sharing program (hereinafter, "program") exists within the District, which allows full-time tenured teachers to voluntarily request a reduction to part-time status subject to the conditions set forth:

1. The Superintendent will consider annual requests for job-share positions from two full-time tenured teachers who are recommended by their Principal(s). Probationary teachers shall not be eligible to participate in the program.
2. The job-share position is defined as one full-time position shared by two (2) tenured teachers for the contractual workday and with the responsibilities provided in Article XV of the collective bargaining agreement between the District and the Association.
3. Requests for job-sharing must be submitted in writing by the teachers to the Superintendent no later than March 1 of the year prior to which the program is to commence. The Superintendent will consider the requests at their sole discretion according to the District's needs.

B. Regulations and Conditions:

1. As job-sharing is a voluntary reduction by a teacher from full-time to part-time status, they do not continue to accrue seniority within the tenure area for purposes of layoff and recall for the duration of the period in which they are in part-time status. However, job-share teachers will not lose seniority accrued prior to becoming a job-share teacher for layoff or recall purposes.
2. The salary of a job-share teacher shall be prorated according to the contractual salary step that would apply to that teacher if the teacher were full-time. Credit for graduate hours or other applicable stipends to which the teacher is entitled if they were full-time will also be prorated. Each job-share teacher must complete one (1) year of service to be eligible for the next step on the salary schedule the following year.
3. Job-share teachers shall not lose any benefits earned prior to becoming a job-share teacher. However, during the job-share period, all contractual benefits such as

health insurance, dental insurance, sick leave days, etc. shall be prorated. New York State Teacher Retirement System credit shall also be prorated.

4. Both job-share teachers for each job-share position shall attend Superintendent's days, open house and parent/teacher conferences and any other activities deemed appropriate by the building administrator. The job-share teachers will develop a plan to address attendance at and communication concerning all other such required professional meetings subject to prior approval of the principal of the building in which the teachers are job-sharing.
5. Both job-share teachers shall substitute for each other whenever possible. Substituting will be compensated at the substitute teacher rate of pay for the additional time worked.

C. Termination:

1. Should the principal of the building in which the job-sharing teachers are working, or the Superintendent, determine that the program is not meeting the needs of the District, a meeting will be held with all involved parties including an Association representative. At this meeting, conditions for terminating the job-share agreement will be arranged with the teachers involved. These teachers shall have a maximum of ten (10) workdays in which to return to full-time teaching positions or to exercise other available contractual options.
2. Upon conclusion of the approved job-share position, each job-share teacher shall return to full-time status in their respective tenure area and will resume the accrual of full-time seniority and benefits, as was the case prior to the job-sharing program.
3. Any dispute under this job-sharing program is excluded from the grievance procedure.

ARTICLE XXIII SUBSTITUTE TEACHERS

A substitute teacher shall be, whenever possible, a person fully qualified to teach in the public schools.

ARTICLE XXIV PSYCHOLOGISTS AND SOCIAL WORKERS

A. Months of Service:

The District, in its discretion, shall determine the number of months of service each year for the psychologists and social workers.

B. Benefits:

The following additional benefits will apply only to the twelve (12) month psychologist and social worker positions and be credited on July 1.

1. Three (3) additional sick days.
2. Twenty (20) days of paid vacation will be credited to those twelve (12) month employees who worked the preceding year. No more than twenty (20) days of unused vacation may be carried from one year to the next. Once vacations are approved they may not be changed except by mutual agreement between the District and the employee.
3. Salary will be determined by applying an index of 1.25 to the appropriate step and degree column of the salary schedule.

Upon approval of the District, a psychologist or a social worker who works beyond the normal scheduled work day may use flex time to make up for the hours worked beyond the normal work day. Every effort will be made to use the flex time during the week in which the work is performed.

For a ten (10) month psychologist and social worker, salary will be determined by applying an index of 1.05 to the appropriate step and degree column of the salary schedule.

ARTICLE XXV SICK LEAVE CONVERSION

A. Availability:

The sick leave conversion set forth in Section B below will be available to employees who have reached age 55 and have had at least ten (10) years of service in the Hamburg Central School District and are eligible to draw benefits from the NYSTRS.

B. Eligibility:

To be eligible for the sick leave conversion benefit set forth in Section C (1), the employee must make a written commitment to the Superintendent/Designee of their intention to retire six (6) months prior to the date of their retirement.

C. Benefits:

1. The employee shall be compensated at \$110.00 per day for up to two hundred and thirty (230) accumulated leave days to the maximum of \$25,300. Effective September 1, 2027, the employee shall be compensated at \$125.00 per day for up to two hundred and thirty (230) accumulated leave days to the maximum of \$28,750.
2. At the time of retirement, an accounting of the sick leave record of the employee will be undertaken to determine the amount of cash payment to be made.
3. If a teacher has accumulated the maximum of two hundred and thirty (230) days by July 1 of the beginning of the final year of service, the member will have up to a maximum of fifteen (15) days to be used to replenish days used during the final year. These additional days will not be used to expand the number of days used for calculation of this benefit, except for the following: A teacher otherwise entitled to a benefit under this Article XXV who uses five (5) or fewer days of accumulated leave during the final year of employment will receive an additional four (4) days of retirement benefit, notwithstanding the two hundred and thirty (230) day cap.
4. Any employee's contribution to the sick leave bank in their final year of employment shall not diminish, in any way, their entitlement to sick leave conversion benefits under Section C(1).
5. Sick leave conversion benefits payable under Section C shall be payable by continuing the payment of premiums for the retiree in the health benefits plan in effect for active teachers. Should the retiree die, the remaining dollars in the account shall fund benefits for the spouse until depletion of the funds or the death of the spouse.
6. Any unit member who chooses to retire and is not covered under the District's Group Health Plan as of the last day of employment shall have their unused sick leave converted to cash according to the provisions of Section C, Subsections (1), (2), (3) and (4). Such amount shall be paid in a lump sum during the employee's last pay period in June in the employee's final year of employment.

D. Statute or Regulatory Requirement:

The benefits provided in this Article, including any benefits remaining to be paid as the result of the retiring employee's election to utilize the sick leave conversion to purchase health insurance coverage as provided in Section C(5) shall not be paid if the District is required, on or after the effective date of the employee's retirement, by any statute or regulation to provide or contribute to the payment for health insurance coverage for retired employees. In the event of such a statutory or regulatory requirement, the parties agree forthwith to begin negotiations toward an amendment to Section C(5) that meets the concerns of both the District and the HTA. In the event the parties are unable to reach an agreement, all such benefits will expire on the effective date of such statutory or regulatory requirement.

ARTICLE XXVI GRIEVANCE PROCEDURE

A. Definition:

A grievance is a claim by an employee that there has been, as to them, a violation, misinterpretation, or inequitable application of any of the provisions of this Agreement.

Step I: An employee will first take the matter up informally or verbally with their immediate supervisor no later than ten (10) business days after the alleged grievance first occurred.

Step II: If the grievance is not satisfactorily resolved in Step I, the grievant shall present the grievance in writing to their immediate supervisor; within five (5) business days after the informal conference. The immediate supervisor shall render a decision in writing within five (5) business days and present the written decision to the grievant.

Step III: If the grievance is not satisfactorily resolved in Step II, the grievant may file an appeal in writing to the Superintendent or their designee within five (5) business days after receiving the decision in Step II. The Superintendent, or their designee, shall have five (5) business days after receiving the grievance to provide an answer to the grievance.

Step IV: If the grievant feels that the determination in Step III is not satisfactory, they may submit the grievance in writing, within five (5) business days of receiving the Step III decision, to the Board of Education. Upon request of either party and with the express

written consent of the other party, which will not be unreasonably withheld, the Board of Education step may be skipped and the matter will be processed directly to Arbitration. In such event, the requirement in Step V requiring a request for arbitration within fifteen (15) business days if the grievance is not resolved by the Board of Education will be deemed satisfied on the date that the parties consent to skip the Board of Education step.

Step V: If the grievance is not resolved by the Board of Education at the next regular meeting or within ten (10) business days thereafter, the Association or the Superintendent of Schools may request arbitration within fifteen (15) business days. The arbitrator shall be chosen and the arbitration governed by the rules and procedures of the American Arbitration Association. The cost of the arbitrator shall be borne equally by the parties. The arbitrator is not to modify, enlarge, or restrict the provisions of this agreement. The authority of the arbitrator does not extend to matters which are not covered in this contract. The decision of the arbitrator shall be binding on both parties.

B. Right to Counsel:

Both the District and the Association have the right to legal counsel and/or a representative of the employee at each stage of the grievance procedure.

ARTICLE XXVII PROFESSIONAL DEVELOPMENT

1. The Article VII Committee will determine the courses to be offered. Each course will be a minimum of fifteen (15) clock hours.
2. A statement must be available to the Assistant Superintendent documenting the hours of attendance and successful completion of the course.
3. Courses cannot be taken during the work day.
4. A professional development form shall be filled out and submitted to the Superintendent/Designee for approval.
5. This program shall be limited to a District cap of spending to the total amount of \$50,000/year for stipends and tuition, not including courses required for non-tenured teachers.
6. Funds for these courses shall be done on a first-come, first-served basis.
7. A stipend of \$425 will be paid upon completion of an approved fifteen (15) clock hour course.
8. An employee may not take more than four (4) courses per year.

9. Any District Speech Language Pathologist and/or Occupational Therapist is entitled to apply for course reimbursement for professional development coursework. Approved reimbursements will be paid from professional development money until the District cap spending limit has been reached.
10. Newly hired teachers are required to participate and complete thirty (30) hours of coursework, mutually agreed upon between the District and the HTA, prior to receiving tenure. The District will pay for required courses for non-tenured teachers and such cost will not be paid through the \$50,000 for stipends and tuition.
11. The District will reimburse Occupational Therapists and Speech Pathologists for necessary licensing fees.

ARTICLE XXVIII DIRECT DEPOSIT AND PAY SCHEDULE

A. Options:

The employee shall have the option of either twenty-two (22) or twenty-six (26) direct payroll deposits.

B. Changing Payroll Option:

The employee may change their payroll option (22 or 26 direct payroll deposits) for the next school year by writing a letter to the personnel office prior to August 1st indicating their choice.

C. Direct Deposit:

The District maintains a direct deposit arrangement for all employee payroll deposits for any bank or credit union that is licensed to do business in New York State and that is able to accept electronic fund transfers from the District's primary payroll depository. All bargaining unit members shall be required to use direct deposit for all payroll payments. Each employee will have payroll information provided for each payroll period.

ARTICLE XXIX HEALTH AND SAFETY COMMITTEE

The Superintendent and the President of the HTA will establish the membership of a health and safety committee for the District. The HTA member of the Health and Safety Committee may request, through a written memo to the Superintendent/designee, that the Health and Safety Committee meet. The Superintendent/designee will call a Health and Safety meeting within ten (10) school days.

ARTICLE XXX PARENT PORTAL

Teachers in the middle school and high school shall utilize the Student Management grade book for student grades and make this information available on the parent portal. Grades and/or assignments are to be updated throughout the marking period for each class.

ARTICLE XXXI SALARY

A. MA Schedule:

Teachers on the MA Schedule shall be paid in accordance with APPENDIX A for the 2023-2024 through 2026-2027 school years. Full step movement will occur on September 1 unless otherwise agreed to by the parties.

Teachers without a Master’s degree will be paid on Step on the Master’s Salary Schedule (APPENDIX A) reduced as follows:

<u>Year</u>	<u>Reduction</u>
First Year of Employment	\$5000
Second Year of Employment	\$4000
Third Year of Employment	\$3000
Fourth Year of Employment	\$2500
Fifth Year of Employment	\$2000

B. Stipend:

Effective July 1, 2018, an annual stipend of \$1,000.00 shall be paid to employees on Step 19 who have completed twenty-three (23) years or more of service as a teacher in the District.

Effective September 1, 2024, this annual stipend shall increase to \$1,250.00.

Effective September 1, 2025, an annual stipend of \$1,750 shall be paid to employees on Step 19 who have completed twenty-six (26) years or more of service as a teacher in the District.

The above stipends shall not be cumulative.

C. Stipend for National Board Certification:

Effective July 1, 2018, teachers who successfully attain and currently have National Teaching Certification from the National Board of Professional Teaching Standards will be paid a stipend of \$1,000.00 per year.

D. Graduate Hours:

For teachers hired before July 1, 2011, graduate hours will be paid in blocks of three (3) at \$180.00 per block. On the Master's schedule, the highest block shall be the Doctoral or MA +66.

For teachers hired on or after July 1, 2011, graduate hours will be paid in blocks of fifteen (15) at \$900.00 per block. For those teachers with a Bachelor's degree, the highest block shall be BA+15. On the Master's schedule, the highest block shall be MA +30.

All individuals holding a Doctoral degree shall be paid an additional annual stipend of \$500.00.

E. Undergraduate Courses Earning In-Service Credit:

District approved undergraduate courses that are completed toward a second area of certification will be granted in-service credit. Prior approval must be obtained from the Superintendent/Designee.

F. School Counselors, Social Workers, and Psychologists:

School Counselors, Social Workers, and Psychologists shall be paid in accordance with the teachers' salary schedule for the teachers' calendar days. They will be paid 1/200 per day for each day worked after Graduation Day (maximum twenty (20) days) and 1/200 for any day they are scheduled to work beyond the teachers' calendar days between the first teacher attendance day and Graduation Day. The school community counselor, if requested by the Superintendent/designee, may work up to five (5) additional days. These days may be used during winter recess, spring recess, or during July and August.

G. Co-Curricular:

Co-curricular salaries shall be paid in accordance with Appendix B. Full step movement will occur on September 1 of each year unless otherwise agreed to by the parties.

H. Coaching:

Coaching salaries shall be paid in accordance with Appendix C. Full step movement will occur on September 1 of each year unless otherwise agreed to by the parties.

I. Intramural:

Intramural salaries shall be paid in accordance with Appendix D. Full step movement will occur on September 1 of each year unless otherwise agreed to by the parties.

J. Additional Responsibility:

Salaries for additional responsibilities shall be paid in accordance with Appendix E. Full step movement will occur on September 1 of each year unless otherwise agreed to by the parties.

ARTICLE XXXII SCOPE AND DURATION OF THE AGREEMENT

A. Totality of Agreement:

This contract incorporates the entire understanding of both parties on all issues which have been discussed during negotiations. No change, revision, alteration, or modification of this agreement in whole or in part shall be valid unless the same is ratified by both the District and the HTA and endorsed in writing thereon.

B. Scope of the Agreement:

This agreement shall supersede any rules, regulations, or practices of the District which shall be specifically contrary to or inconsistent with the terms hereof. All rights and prerogatives heretofore exercised by the District with respect to all matters not specifically covered in this agreement shall remain the rights and prerogatives of the District.

C. Conformity to Law - Saving Clause:

If any provision of this Agreement is or shall at any time be contrary to state and/or federal law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law and any substitute action shall be subject to appropriate consultation and negotiation between the District and the HTA.

In the event that any provision of this Agreement is or shall at any time be contrary to law, all other provisions of this Agreement shall continue in effect.

D. Negotiations Procedure:

If either party to this Agreement wishes to negotiate for a successor agreement, they shall notify the other party in writing by February 1 and negotiations will begin on May 1 of the final year of this agreement.

The parties agree they will conduct negotiations concerning the Annual Professional Performance Review (APPR) or amendments to the provisions of this agreement relating to APPR, as soon as practicable after adoption of regulations of the Commissioner of Education required by Chapter 103 of the Laws of 2010, as amended, to the extent necessary to comply with said regulations. The parties further agree to conduct negotiations as soon as practicable in the event that changes are made to the APPR or its attendant regulations that impact this agreement or any other agreement between the parties concerning APPR.

E. Duration:


The provisions of this Agreement shall be effective as of the date of September 1, 2023, and shall remain in full force and effect until August 31, 2027.

F. LEGISLATIVE IMPLEMENTATION:

ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW, OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

IN WITNESS WHEREOF, the parties, by their authorized representatives, have executed this agreement on the dates set forth below.


FOR THE HAMBURG CENTRAL SCHOOL DISTRICT



Michael Cornell, Superintendent

Dated: 1/29/24

**FOR THE HAMBURG TEACHERS ASSOCIATION, LOCAL 2702
TEACHERS' UNIT**



Amy Takacs, President

Dated: 1/26/24



Sara Merritt, Negotiation Committee Chair

Dated: 1/26/24

APPENDICES

APPENDIX A

MA SALARY SCHEDULE

<u>STEP</u>	<u>2023-2024</u>	<u>2024-2025</u>	<u>2025-2026</u>	<u>2026-2027</u>
1	\$45,127	\$46,327	\$47,527	\$49,027
2	\$46,228	\$47,428	\$48,628	\$50,128
3	\$47,563	\$48,763	\$49,963	\$51,463
4	\$49,110	\$50,310	\$51,510	\$53,010
5	\$50,682	\$51,882	\$53,082	\$54,582
6	\$52,180	\$53,380	\$54,580	\$56,080
7	\$53,688	\$54,888	\$56,088	\$57,588
8	\$55,588	\$56,788	\$57,988	\$59,488
9	\$57,306	\$58,506	\$59,706	\$61,206
10	\$59,222	\$60,422	\$61,622	\$63,122
11	\$61,424	\$62,174	\$63,174	\$64,374
12	\$63,654	\$64,404	\$65,404	\$66,604
13	\$66,049	\$66,799	\$67,799	\$68,999
14	\$68,637	\$69,387	\$70,387	\$71,587
15	\$71,500	\$72,250	\$73,250	\$74,450
16	\$74,638	\$75,388	\$76,388	\$77,588
17	\$78,953	\$79,503	\$80,253	\$81,453
18	\$86,881	\$87,431	\$88,181	\$89,381
19	\$99,655	\$100,205	\$100,955	\$101,705
20	\$100,605	\$102,605	\$104,355	\$107,105

APPENDIX B

CO-CURRICULAR SALARY SCHEDULE

The following Co-Curricular Salary Schedule reflects a merit approach in payment for service to the Hamburg Board of Education. The building principal will recommend to the Board the step upon which the teacher will be placed. Effective July 1, 2019, HTA members will be given priority for co-curricular assignments.

Group I

STEP	2023-2024	2024-2025	2025-2026	2026-2027
Step 1	\$675	\$675	\$695	\$695
Step 2	\$741	\$741	\$761	\$761
Step 3	\$817	\$817	\$837	\$837

Group I includes: Chess Club (HMS & HHS), Musical Choreographer (Elem & HMS), Students Acting Creatively, Physics Club, Hunger Action Club, Musical Stage Designer (HMS), Book Club (HMS), Environmental Club, Peer Mediation, SAAD, Helping Hands, Character Education Club, Outdoor Adventure Club (HMS), Outdoor Walking Club (HHS), Chess Club (UPES), DAWGS (HHS), Recycling Club (HMS), Computer Gaming Club, STEM Club (HMS), Book Series Club (HMS).

Group II

STEP	2023-2024	2024-2025	2025-2026	2026-2027
Step 1	\$893	\$893	\$913	\$913
Step 2	\$998	\$998	\$1,018	\$1,018
Step 3	\$1,068	\$1,068	\$1,088	\$1,088

Group II includes: Math Club (BVS), Drama Club, Nature Club, Newspaper (HMS), Chamber Orchestra, Safety Patrol (Elem), Select Chorus (Elem), Gay Straight Alliance, Latin Club, Art Club (HMS), History Club, French Club, Character First (HMS), Builder’s Club (CAS), Asst. Marching Band, Stage Manager (HMS), Library Club (Elem & HMS), Elem. Student Council, Spanish Club, Future Teachers, Master Minds (HHS), Computer Club, Future Teachers Club (HHS), Master Minds (HMS), Tech Club (HMS & HHS), Woodworking Club (HMS), Foreign Language (HMS/HHS), Art Club (Elem), Jazz Ensemble (Elem), Civic Engagement (HHS), Math for All (HMS), Bulldog Service Club (HMS).

APPENDIX B

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Group III

STEP	2023-2024	2024-2025	2025-2026	2026-2027
Step 1	\$1,120	\$1,120	\$1,140	\$1,140
Step 2	\$1,217	\$1,217	\$1,237	\$1,237
Step 3	\$1,364	\$1,364	\$1,384	\$1,384

Group II includes: AFS Intercultural Club, AV Advisor (HMS & UPES), Book Store Coordinator (HMS), Art Club (HHS), Stage Manager (HHS), Destination Imagination, Writer's Guild (HHS), Business & Marketing Honor Society (HHS), Musical Elementary, Stage Designers (HHS), Stage Managers (HHS), Marching Band, Newspaper Editor (HHS), Library Club, Key Club (HHS), Google Apps: AI Team (HHS), Young Investors Club.

Group IV

STEP	2023-2024	2024-2025	2025-2026	2026-2027
Step 1	\$1,442	\$1,442	\$1,462	\$1,462
Step 2	\$1,536	\$1,536	\$1,556	\$1,556
Step 3	\$1,669	\$1,669	\$1,689	\$1,689

Group IV includes: Powerlifting Club, Jazz Ensemble (HMS), Select Chorus (HMS), Science Olympiad (HMS), Musical Artistic Director (HHS), Musical Director (HMS & HHS), Musical Producer (HMS), String Ensemble (HMS), Science Olympiad (HHS), Musical Director (Vocal HHS), TV Club (HMS), Glee Club (HMS).

Group V

STEP	2023-2024	2024-2025	2025-2026	2026-2027
Step 1	\$1,715	\$1,715	\$1,735	\$1,735
Step 2	\$1,849	\$1,849	\$1,869	\$1,869
Step 3	\$1,995	\$1,995	\$2,015	\$2,015

Group V includes: Yearbook (HMS), Newspaper (HHS), Varsity H, DECA and Ski Club.

Group VI

STEP	2023-2024	2024-2025	2025-2026	2026-2027
Step 1	\$2,034	\$2,034	\$2,054	\$2,054
Step 2	\$2,170	\$2,170	\$2,190	\$2,190
Step 3	\$2,344	\$2,344	\$2,364	\$2,364

Group VI includes: Magazine Campaign, Freshman Class Advisor, National Honor Society, National Junior Honor Society (HMS) and Sophomore Advisor.

APPENDIX B
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Group VII

STEP	2023-2024	2024-2025	2025-2026	2026-2027
Step 1	\$2,272	\$2,272	\$2,292	\$2,292
Step 2	\$2,477	\$2,477	\$2,497	\$2,497
Step 3	\$2,699	\$2,699	\$2,719	\$2,719

Group VII includes: Stage Band, Senior Play, Service Club, Percussion Ensemble, Chamber Singers, Color Guard Director, Woodwind Choir (HHS), Stage Band - Jazz (HHS).

Group VIII

STEP	2023-2024	2024-2025	2025-2026	2026-2027
Step 1	\$2,869	\$2,869	\$2,889	\$2,889
Step 2	\$3,116	\$3,116	\$3,136	\$3,136
Step 3	\$3,356	\$3,356	\$3,376	\$3,376

Group VIII includes: Senior Class Advisor, Junior Class Advisor, Musical Producer/Director (HHS), HITV (Broadcast Club), Student Council (HHS) and Student Council (HMS).

Group IX

STEP	2023-2024	2024-2025	2025-2026	2026-2027
Step 1	\$3,931	\$3,931	\$3,951	\$3,951
Step 2	\$4,205	\$4,205	\$4,225	\$4,225
Step 3	\$4,497	\$4,497	\$4,517	\$4,517

Group IX includes: Yearbook.

Group X

Title	2023-2024	2024-2025	2025-2026	2026-2027
HS Choreographer, Musical:	\$1,561	\$1,561	\$1,581	\$1,581
HS Musical Technical Director:	\$2,289	\$2,289	\$2,309	\$2,309
MS Musical Technical Director	\$2,289	\$2,289	\$2,309	\$2,309

After September 1, 2007, inactive clubs can only be reinstated as paid positions after an advisor works for one year with a reformed club on an unpaid basis.

APPENDIX C

INTERSCHOLASTIC COACHING SCHEDULE

SPORT	2023-2027
Football	POINTS
Varsity	10
Assistant Varsity	75%
JV	75%
JV Assistant	65%
Modified	75%
Modified Assistant	60%

Cross Country, B&G	
Varsity	6
Modified Girls	75%

Hockey	
Varsity	10
Assistant Varsity	75%

Field Hockey	
Varsity	6.5
JV	75%
Modified	72%

Golf	
Varsity	5

Gymnastics, B&G	
Varsity	7.5
Varsity Assistant	72%

Soccer, B&G	
Varsity	8.5
Varsity Assistant	15%
JV	75%
Modified (Boys)	72%
Modified (Girls)	72%

SPORT	2023-2027
Bowling	POINTS
Varsity	6.5
Assistant Varsity	72%

Volleyball, B&G	
Varsity	6.5
JV	75%
Modified	72%

Cheerleading	
Varsity	7
JV	75%
Modified	72%

Basketball, B&G	
Varsity	10
Varsity Assistant	15%
JV	75%
Modified	72%

Winter Track	
Varsity	8.5
Varsity Assistant (2)	75%

Wrestling	
Varsity	9
Varsity Assistant	75%
Modified	72%

Baseball	
Varsity	7.5
Varsity Assistant	15%
JV	75%
Modified	72%

APPENDIX C
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SPORT	2023-2027
Swimming (Girls)	
Varsity	8.5
Varsity Assistant	75%
Assistant (Part-Time)	30%

Swimming (Boys)	
Varsity	9
Varsity Assistant	75%
Assistant (Part-Time)	30%
Modified	72%
Modified Assistant	60%

Tennis, B&G	
Varsity	6
Varsity Assistant	72%
Modified	72%

Esports	5
----------------	---

SPORT	2023-2027
Softball	
Varsity	7.5
Varsity Assistant	15%
JV	75%
Modified	72%

Lacrosse, B&G	
Varsity	7.5
Varsity Assistant	72%
JV	75%
Modified	72%

Track & Field, B&G	
Varsity	7.5
Varsity Assistant	75%
Modified	72%

Girls Flag Football	
Varsity	7.5

The salary paid to the Varsity Coach is obtained by multiplying the listed number of points by the applicable amount listed in the Salary Schedule below. The listed percentages in the above schedules are percentages of the salary paid to the Varsity Coach. Contract salaries are paid by dividing the contract salary equally among the number of payroll periods that are within that particular coaching season.

STEP	2023-2024	2024-2025	2025-2026	2026-2027
Step 1	\$533	\$533	\$543	\$543
Step 2	\$561	\$561	\$571	\$571
Step 3	\$581	\$581	\$591	\$591
Step 4	\$607	\$607	\$617	\$617

APPENDIX C
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RECOGNITION OF INTERSCHOLASTIC COACHES

Interscholastic coaches will be recognized by the employer each year according to the following procedure:

- A.** The District will determine the number of seasons for each eligible interscholastic coach. An eligible coach is one who has eight or more seasons in the Hamburg School District in the same sport. (Illustrations: Basketball -Boys, Girls Varsity, Junior Varsity, Modified). However, when a coach has similar interscholastic sports, the seasons will be combined for the two sports as though they were one sport (Example: Indoor Track and Track; Modified Swimming, Girls Swimming).

- B.** The coach will be paid at the end of each season according to the following point system:
 - 8 or more seasons - 1 point
 - 12 or more seasons - 2 points
 - 16 or more seasons - 3 points

1 point = \$114.00

- C.** When hiring for coaching positions, the District shall consider numerous factors, including but not limited to, certification, coaching experience, knowledge of a particular sport, history of coaching with the Hamburg Central School District, compatibility with Varsity Coaches, etc. Additionally, holding a position of employment with the Hamburg Central School District shall be considered in the hiring of coaching positions.

- D.** Varsity coaches will receive an additional \$150 per week for coaching beyond their normal ECIC season. This is limited to activities related to postseason sectional, regional, and state play only.

APPENDIX D

INTRAMURALS

A teacher will be placed on the appropriate step of the Intramural Fee Scale by the Director of Health, Physical Education and Recreation with the approval of the Superintendent of Schools. Any prior service to the District as an intramural coach will be credited on the intramural salary schedule.

STEP	2023-2024	2024-2025	2025-2026	2026-2027
Step 1	\$21.52	\$21.52	\$21.92	\$21.92
Step 2	\$25.80	\$25.80	\$26.20	\$26.20
Step 3	\$29.90	\$29.90	\$30.30	\$30.30

All extramural sessions when traveling (away) games occur will be paid at the Step 3 rate of pay per session.

Effective July 1, 2019, HTA members will be given priority for intramural assignments.

APPENDIX E

SALARIES FOR ADDITIONAL RESPONSIBILITIES

	2023-2024	2024-2025	2025-2026	2026-2027
RTI (SST)	\$2,289	\$2,289	\$2,304	\$2,304
Team Leader	\$1,243	\$1,243	\$1,258	\$1,258
Facilitators	\$1,543	\$1,543	\$1,558	\$1,558
Article VII Facilitator	\$780	\$780	\$795	\$795
Web Page Manager:				
HHS	\$1,864	\$1,864	\$1,879	\$1,879
HMS	\$1,809	\$1,809	\$1,824	\$1,824
AES	\$1,242	\$1,242	\$1,257	\$1,257
BVS	\$1,242	\$1,242	\$1,257	\$1,257
CAS	\$1,242	\$1,242	\$1,257	\$1,257
UPES	\$1,809	\$1,809	\$1,824	\$1,824
Academic Intervention Services, Summer School, Saturday Classes, Professional Development, Homework Assistance Program and Saturday Detention Supervision:				
	\$37.45/hr.	\$37.45/hr.	\$38.45/hr.	\$39.45/hr.
For AIS classes either before or after school - 15 minutes for planning for every 45 minutes of instruction.				
For Summer School or Saturday classes - 1 hour for planning for every 2 hours of instruction.				
For Professional Development - 1 hour for planning for every 1 hour of instruction.				

National Finance Academy Stipend:				
<ul style="list-style-type: none"> ● Summer Stipend: \$4,041 ● School Year Stipend: \$4,200 				
Crisis Prevention Institute (“CPI”) Stipend: \$1,000				
	2023-2024	2024-2025	2025-2026	2026-2027
Curriculum Work	\$28.09/hr.	\$28.09/hr.	\$29.09/hr.	\$30.09/hr.
School Counselors:				
Evening Hours	\$32.25/hr.	\$32.25/hr.	\$33.25/hr.	\$34.25/hr.
Family Counseling Center	\$37.45/hr.	\$37.45/hr.	\$38.45/hr.	\$39.45/hr.
Supervision of District-Approved Athletic and Non-Athletic Events:				
	\$24.97/hr.	\$24.97/hr.	\$25.47/hr.	\$25.97/hr.
(Not to Exceed)*	\$99.88	\$99.88	\$101.88	\$103.88
*Note that serving as a Chaperone on weekends or holidays will be paid for up to 4 hours.				
Homebound Instruction	\$34.33/hr.	\$34.33/hr.	\$35.33/hr.	\$36.33/hr.
For Homebound Instruction - 1 hour planning for every 5 hours of instruction. Instruction outside the District will include mileage reimbursement.				

APPENDIX F

GRIEVANCE REPORT FORM FOR STEP II

NAME OF GRIEVANT: _____ DATE FILED: _____

GRIEVANT'S ASSIGNMENT _____ BUILDING: _____

DATE GRIEVANCE OCCURRED: _____

DATE INFORMAL CONFERENCE WAS HELD: _____

NATURE OF GRIEVANCE (This statement should indicate the Article and Section of the alleged violation of the contract.):

ARTICLE: _____ SECTION: _____

RELIEF REQUESTED: _____

EMPLOYEE'S SIGNATURE: _____

DATE: _____

DISPOSITION BY SUPERVISOR: _____

SUPERVISOR'S SIGNATURE: _____

DATE: _____

APPENDIX G

GRIEVANCE REPORT FORM FOR STEP III

NAME OF GRIEVANT: _____ DATE FILED: _____

GRIEVANT'S ASSIGNMENT _____ BUILDING: _____

DATE GRIEVANCE OCCURRED: _____

DATE INFORMAL CONFERENCE WAS HELD: _____

NATURE OF GRIEVANCE (This statement should indicate the Article and Section of the alleged violation of the contract.):

ARTICLE: _____ SECTION: _____

RELIEF REQUESTED: _____

EMPLOYEE'S SIGNATURE: _____

DATE: _____

DISPOSITION BY SUPERINTENDENT: _____

SUPERINTENDENT'S SIGNATURE: _____

DATE: _____

APPENDIX H

GRIEVANCE REPORT FORM FOR STEP IV

NAME OF GRIEVANT: _____ DATE FILED: _____

GRIEVANT'S ASSIGNMENT _____ BUILDING: _____

DATE GRIEVANCE OCCURRED: _____

DATE INFORMAL CONFERENCE WAS HELD: _____

NATURE OF GRIEVANCE (This statement should indicate the Article and Section of the alleged violation of the contract.):

ARTICLE: _____ SECTION: _____

RELIEF REQUESTED: _____

EMPLOYEE'S SIGNATURE: _____

DATE: _____

DISPOSITION BY BOARD OF EDUCATION: _____

BOARD PRESIDENT'S SIGNATURE: _____

DATE: _____