MEMORANDUM OF AGREEMENT, made and entered into this 25<sup>th</sup> day of May, 2022, (hereinafter, the "<u>Effective Date</u>"), by and between the negotiating committees for the Hempstead Union Free School District (hereinafter, the "<u>District</u>") and the Hempstead Classroom Teachers Association (hereinafter, the "<u>HCTA</u>" or the <u>Union</u>") (hereinafter, the District and the Union, collectively, the "<u>Parties</u>") for a renewal collective bargaining agreement (hereinafter "<u>CBA</u>") to the one between the Parties that expired on June 30, 2013 (hereinafter, this "<u>MOA</u>" or this "<u>Agreement</u>").

#### -WITNESSETH-

**0.1** WHEREAS, the Parties engaged in negotiations for a renewal CBA seeking modifications to the terms and conditions of employment set forth in the expired CBA for the District's HCTA unit of employees, which expired by its terms on June 30, 2013; and

**0.2** WHEREAS, the Parties reached certain understandings and agreements and undertook to craft language and exchange drafts of this MOA, to memorialize the package of terms and conditions that they agreed upon for a renewal CBA covering the period from July 1, 2013 through and inclusive of June 30, 2025 (hereinafter, the "2013-25 CBA"); and

**0.3** WHEREAS, the Parties have come to an agreement over the terms and language set forth in this MOA for the 2013-25 CBA, subject only to (1) ratification by the Union membership, and (2) approval and adoption by the District's Board of Education (hereinafter, the "Board of Education").

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, the Parties hereby stipulate and agree as follows:

1. <u>Merger of Recital Clauses and Appendices.</u> The WHEREAS "recital" clauses set forth above are accurate and true, in all respects, and shall be deemed material representations by Parties, and as statements of intention and purpose in the crafting of the terms contained herein. The Appendices attached to this MOA are likewise material terms of this MOA.

2. **Ratification.** The provisions of this MOA are subject to ratification by the Union's membership, which shall take place prior to this MOA being presented for approval and adoption by the Board of Education.

3. <u>Approval Adoption</u>. The provisions of this MOA are subject to the approval and adoption by the Board of Education, and that any Board resolution passed to adopt same shall either include expressly therein, or shall be deemed to include, by incorporation by reference, the

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required recitation mandated by §204-a of the Taylor Law, that, "It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefor, shall not become effective until the appropriate legislative body has given approval."

4. <u>Signing & Recommendation.</u> The respective negotiating committees for each of the Parties agree to (1) sign this MOA to confirm their endorsement of its terms prior to seeking ratification or approval/adoption, by their constituencies, and (2) recommend this MOA for ratification/approval to their constituencies.

5. <u>Full Agreement.</u> All proposals made by either Party during the course of negotiations, which have not been incorporated into terms and conditions contained herein, and that are not expressly set forth in this MOA, are withdrawn and shall be deemed to have been dropped by the Party that proposed it during the negotiations being settled hereby.

6. <u>Agreed Modifications.</u> All provisions of the prior Agreement will be carried forward in all respects unchanged, except as expressly modified by the terms and conditions contained in this MOA.

- 7. <u>Twelve Year Contract Term Article LIII, Section A (Duration) (pg. 60).</u>
  - 7.1 The duration of the renewal CBA shall be twelve (12) years (from July 1, 2013 through June 30, 2025).
  - Change "July 1, 2011" to "July 1, 2013" and "June 30, 2013" to "June 30, 2025," and December 1<sup>st</sup> 2009 to December 1<sup>st</sup> 2024.

# 8. Salary Schedules - Article XXIX (pg. 43).

8.1 Delete the language in ¶A from the 2011-2013 CBA, and replace with the following language:

1. The base salary schedules during the Term of this Agreement shall be based on the salary schedule that was in effect for the 2011-2013 school year, which ended June 30, 2013, which schedule was Appendix B to the expired 2011-2013 CBA, and which shall be deemed the "The salary schedule that was in effect on June 30, 2013." The parties agree that the salary schedule that was in effect on June 30, 2013, shall be modified during the term of this renewal CBA, as follows:

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# 1) Year#1-8 of 12: The 2013-2014 school year salary schedule. The

salary schedule that was in effect on June 30, 2013, which is attached hereto and designated as **Appendix A**, remained in effect from July 1, 2013 through June 30, 2021. Thus, only those teachers who were on the salary progression schedule received increases, by way of step increment only, during the first (1<sup>st</sup>) year through the eighth (8<sup>th</sup>) year of the renewal 2013-2025 CBA.

#### 2) Year#9 of 12: The 2021-2022 school year salary schedule and

#### compensation.

a) The District shall provide a lump sum payment of \$1,500.00 within 60 days of ratification to each member actively employed, including those on approved leaves, at ratification. This payment will be a one-time payment not included on the salary schedule.

b) Effective July 1, 2021, all "frozen" steps shall be increased by adding 1% to each frozen step starting in the MA column and higher; the 1% differential to unfreeze the "frozen steps" shall be implemented first, and then the across the salary schedule increase for the 2021-2022 school year shall be implemented. The unfreezing of steps shall be in addition to the salary schedule increase and increment.

c) Effective July 1, 2021, the salary schedule that was in effect on June 30, 2013 shall be increased by two percent (2%) for steps 1-17 (i.e., 2% retro to July 1, 2021) and by three percent (3%) for step 18 (i.e., 3% retro to July 1, 2021).

d) For avoidance of any doubts, the salary schedule increase of by two percent (2%) for steps 1-17, and three percent (3%) for step 18, as of July 1, 2021, as provided in subparagraph (c) immediately above, shall be in addition to increment.

e) A salary chart reflecting the above increases for the 2021-2022 school year is attached as **Appendix B**.

# 3) Year#10 of 12: The 2022-2023 school year salary schedule and

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#### compensation.

a) The District shall provide a lump sum payment of 1,500.00 no later than December 23, 2022 to each member that (1) was actively employed, including those on approved leaves, as of the date of ratification and (2) is actively employed, including those on approved leaves, in the District at the start of the 2022 - 2023 school year (this incentive is not offered to retirees who retired prior to ratification or bargaining unit members hired after ratification). This payment will be a one-time payment not included on the salary schedule.

b) Effective July 1, 2022, the salary schedule that was in effect on June 30, 2022 shall be increased by two and 75/100 percent (2.75%).

c) For avoidance of any doubts, the salary schedule increase of two and 75/100 percent (2.75%) for the 2022-2023 school year, as provided in subparagraph (b) immediately above, shall be in addition to increment.

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d) A salary chart reflecting the above increases for the 2022-2023 school year is attached as **Appendix C.** 

e) Effective July 1, 2022, the district will increase Longevity, club stipends, and transitional pay by two and 75/100 percent (2.75%).

f) Effective July 1, 2022, the stipend for use of Clinicians' licenses for Medicaid funding shall be increased to \$3,000.00.

g) Effective July 1, 2022, Coaching and Adult Ed and Service Assignments shall be increased as follows:

Group A	Group B	Group C	Group C Rates	Football Positions	Football Rates
Basketball	Tennis	Programmer	\$2,000	Head Varsity	\$9,400
Softball	Badminton	Statistician	\$2,300	Asst. Varsity	\$6,700
Baseball	Bowling	Scorekeeper	\$2,600	Head JV	\$7,000
Volleyball	Cross Country	Equipment	\$5,500	Asst JV	\$5,800
Manager Girls Flag Football	Swimming			Head MS	\$5,700
Lacrosse				Asst MS	\$4,500
Wrestling			_		
Soccer					
Track Winter/Spring					

	Group A Rates	Group B Rates
Head Varsity	\$8,700	\$6,800
Assistant Varsity	\$5,500	\$4,500
Head JV	\$6,000	\$4,900
Assistant JV	\$4,300	\$3,900
Head MS	\$4,500	\$4,000
Assistant MS	\$3,900	\$3,300

Adult Edu	cation Program
Position	Hourly Rate
Competitive Teacher – Sub	\$40.00
Competitive Teacher – Step 1	\$42.52
Competitive Teacher – Step 2	\$46.27
Competitive Teacher – Step 3	\$50.00
Program Supervisor	\$70.00

Service Assignment	Stipends
Ι	\$12,000
II	\$6,000
III	\$3,200

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# 4) Year#11 of 12: The 2023-2024 school year salary schedule and

#### compensation.

a) Effective July 1, 2023, the salary schedule that was in effect on June 30, 2023 shall be increased by two and 25/100 percent (2.25%).

b) For avoidance of any doubts, the salary schedule increase of two and 25/100 percent (2.25%) for the 2023-2024 school year, as provided in subparagraph (a) immediately above, shall be in addition to increment.

c) A salary chart reflecting the above increases for the 2023-2024 school year is attached as **Appendix D**.

d) Effective July 1, 2023, the district will increase Longevity, club stipends, and transitional pay by two and 25/100 percent (2.25%).

# 5) Year#12 of 12: The 2024-2025 school year salary schedule and

#### compensation.

a) Effective July 1, 2024, the salary schedule that was in effect on June 30, 2024 shall be increased by two percent (2.00%)

b) For avoidance of any doubts, the salary schedule increase of two percent (2.00%) for the 2024-2025 school year, as provided in subparagraph (a) immediately above, shall be in addition to increment.

c) Effective July 1, 2024 the salary schedule will include a new step 19 which will be one half of one percent (0.5%) more than Step 18 and a new Step 20 which will be one half of one percent (0.5%) more than the new Step 19.

d) A salary chart reflecting the above increases for the 2024-2025 school year is attached as **Appendix E**.

e) Effective July 1, 2024, the district will increase Longevity, club stipends, and transitional pay by two percent (2.00%).

# 9. Hourly Rates; Summer School Compensation

9.1 Effective July 1, 2021, AIS, Saturday Academy, and other AIS Programs shall be compensated at the hourly rate of \$55.00 per hour (i.e., retro to 7-1-21).

9.2 Effective July 1, 2022, the Class Coverage hourly rate and Tutoring hourly rate, shall be <u>\$55.00</u> per hour (i.e., not retro). Effective July 1, 2023, and each July 1 thereafter during the term of this contract (ending June 30, 2025), the hourly rate shall adjust annually by the same percentage as the increase to the salary schedule for that year.

9.3 Effective July 1, 2022, the summer school rate shall be <u>\$65.00</u> per hour. Effective July 1, 2023, and each July 1 thereafter during the term of this contract (ending June 30,

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2025), the hourly rate shall adjust annually by the same percentage as the increase to the salary schedule for that year.

#### 10. Health Insurance Premium Contributions

10.1 Health Insurance premium contributions for current members of the bargaining unit shall increase according to the following schedule:

- Effective 1/1/23, employee contribution shall increase from 12% to 13%
- Effective 1/1/24, employee contribution shall increase from 13% to 15%
- Effective 1/1/25, employee contribution shall increase from 15% to 18%

10.2 Members of the bargaining unit hired after ratification will contribute 20% of the health insurance premium.

10.3 Beginning at the next enrollment period after ratification, the District will contribute \$41 per month for family dental for bargaining unit members who opt into the program. The bargaining unit members who opt in for such coverage shall be responsible for paying the balance of the monthly premium.

# 11. Health Insurance Declination Payments

11.1 Effective July 1, 2022, members of the bargaining unit at the time of ratification, who are current decliners of health insurance coverage as of the date of ratification, will be paid \$10,000.00 for declining family coverage and \$3000 for declining individual coverage.

11.2 Members of the bargaining unit hired after the ratification of the agreement, and current bargaining unit members who decline health insurance coverage after ratification of the agreement, will receive \$3000 for declining family coverage and \$2000 for declining individual coverage.

# 12. Building Assignment Stipend

Effective July 1, 2022, each member of the bargaining unit who is assigned to more than one building will be paid a stipend of \$500 per year, to be paid by separate paycheck in June of that school year.

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#### 13. Secondary School Schedules

13.1 The District may implement not more than two staggered schedules in the secondary schools. The following are the permitted schedules for the 2021-22 and 2022-23 school years:

- At Hempstead High School: 7:25am to 2:25 pm and 8:45 am to 3:45pm
- At ABGS Middle School: 7:30 am to 2:30 pm and 8:00 am to 3:00 pm

13.2 The District may alter the above start and end times within the contractual 7 hour day (hereinafter, a "<u>regular work day</u>") provided that notice is given to the HCTA, and the members in the respective schools, at least 30 days in advance and the alteration is made at the beginning of the school year or semester.

13.3 Notwithstanding the above the District may not schedule the start of the school day in the secondary schools before 7:10 am, or after 9:00 am, without agreement by the HCTA.

13.4 Modify Article VIII(I) in the 2011-2013 expired CBA, by adding the introductory clause, "For teachers in the Elementary Schools ..."at the beginning of the provision. Accordingly, the revised language of the provision shall state:

I. "For teachers in the Elementary Schools, no instructional period or periods will be longer than two hours without at least a 15 minute period free from instruction being provided. In most cases, this will be arranged through scheduling of the special area teachers."

13.5 Modify Articles VIII and X, by adding the following provisions as Article VIII (V) and VIII (Y):

- V. <u>75 Minute Block Schedule.</u> For teachers in the Secondary Schools, commencing in the Fall of 2015, the District implemented an instructional block schedule. Any disputes related to the District's implementation of the instructional block schedule from 2015 through June 30, 2021 are withdrawn and deemed moot. Effective July 1, 2021, the District shall be permitted to implement the 75 minute instructional block schedule, subject to the following terms:
  - 1) The District may schedule classroom teachers to teach three (3) 75minute instructional blocks per day, provided that:

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- Any classroom teacher assigned to work a schedule of three
   (3) 75-minute instructional blocks, shall not be assigned to teach more than two hundred twenty five (225) minutes of instructional time within his/her regular work day.
- b. Any classroom teacher assigned to work a schedule of three
  (3) 75-minute instructional blocks shall not receive any additional compensation on account thereof.
- c. No classroom teacher working the 75-minute instructional block schedule shall be scheduled to teach more than two such blocks consecutively (150 minutes) without at least either a 40-minute period for lunch or a preparation period equivalent to the length of an instructional block, before the next scheduled instructional block.
- d. Any classroom teacher who regularly works (i.e., who is assigned and who voluntarily agreed to such a proposed assignment) a fourth (4<sup>th</sup>) 75-minute instructional block within his/her regular work day shall be compensated 1/5 of his/her annual base salary.
- Y. <u>80 Minute Block Schedule.</u> For teachers in the Secondary Schools, this provision shall be in effect at each school only until the expiration date of the 2013-2025 collective bargaining agreement (June 30, 2025) or the end of the receivership designation for the Hempstead High School, or the ABGS Middle School, respectively, whichever is later. During the life of this provision, the District shall be permitted to implement an 80 minute instructional block schedule, subject to the following terms:
  - 1) The District may schedule classroom teachers to teach three (3) 80minute instructional blocks per day, provided that:
    - No classroom teacher working the 80-minute instructional block schedule shall be assigned to teach more than two hundred and forty (240) minutes within his/her regular work day;
    - b. No classroom teacher working the 80-minute instructional block schedule shall be scheduled to teach more than two such blocks consecutively (160 minutes) without at least either a 40-minute period for lunch or a preparation period equivalent to the length of an instructional block, before the next scheduled 80-minute instructional block.



- c. Any classroom teacher assigned to work three (3) 80-minute instructional blocks within his/her regular work day shall be compensated an additional \$2,500.00 per annum, which stipend shall be paid over the course of the school year, biweekly, either on a 21 week or 26 week pay schedule.
- d. Any classroom teacher who regularly works (i.e., who is assigned and who voluntarily agreed to such a proposed assignment) a fourth (4<sup>th</sup>) 80-minute instructional block within his/her regular work day shall be compensated 1/5 his/her annual base salary.
- e. The District shall not create schedules with six (6) separate 40-minute instructional periods in a work day for any classroom teacher, in lieu of three (3) 80-minute instructional blocks as provided by this Article VIII(Y), without providing compensation to such impacted teacher at the rate of 1/5 his/her annual base salary, for having been assigned to work six (6) 40-minute periods within his/her regular work day.
- 2) <u>Sunset Clause:</u> If and when the terms of this Article VIII(Y) expire, as provided in subsection 1) immediately above, then:
  - a. The District may continue to schedule any classroom teacher to teach no more than three (3) seventy-five (75) minute instructional blocks, or the equivalent, within his/her regular work day, in accordance with the terms set forth in Article VIII(V) herein.
  - b. The District may create teacher schedules consisting of five
     (5) instructional periods within the regular work day. Any teacher who works a sixth (6<sup>th</sup>) instructional period within his/her regular work day shall be compensated 1/5 of his/her annual base salary.
  - c. Any disputes concerning the application or interpretation of this provision will be submitted to arbitration directly to either Arbitrator Barry J. Peek or Arbitrator Timothy S. Taylor on a rotating basis. The arbitrator shall hear any such dispute on an expedited basis no later than ten (10) business days from the date the matter is submitted to Arbitrator Peek or Arbitrator Taylor.



#### 14. **Overpayment Process**

Add a new Article to the CBA to provide:

"If the District believes it has overpaid wages to an employee in this bargaining unit, the District shall give the employee written notice of the particulars of the overpayment and the District's intention to make deductions to recover any such overpayment over the course of not less than three (3) pay periods nor more than eight pay periods, starting on a date specified in the Notice, which shall not be sooner than fifteen (15) days from the date of such Notice to the employee If the employee believes District's claim that an overpayment occurred is incorrect, he or she may institute a grievance under the collective bargaining agreement to contest the District's recovery of the claimed overpayment by deductions made in accordance with the notice of overpayment."

"If the employee requests alternate arrangements or an alternate timeframe for a repayment plan within ten (10) days from the date of the receipt of the notice of intent to recover the claimed overpayment, then a meeting between the District's Assistant Superintendent for Business or his/her designee, the affected employee and the Union shall be held within ten (10) days from the date of the District's receipt of the employee's request for alternate arrangements. The District may grant the employee alternate arrangements due to hardship, or for other good cause shown, which determination shall be on a case by case basis, in the sole discretion of the District. If, within five (5) days of that meeting, the employee does not receive alternate arrangements for repayment, then the request shall be deemed denied. If the employee's request for alternate arrangements is not granted, then the employee may institute a grievance under the collective bargaining agreement."

#### 15. <u>Electronic Timekeeping.</u>

Add a new Article to the CBA to provide:

15.1 The District may require bargaining unit members to sign in and out, or to swipe in and out (or enter their numerical code), upon arrival and departure from their assigned building.

15.2 The District must provide sufficient and convenient electronic devices. Before implementation, the District and Union will consult on the locations of time keeping devices in each building.

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#### 16. **<u>Remote Instruction.</u>**

Add a new Article to the CBA to provide:

Teachers may be required to provide remote instruction to students who are not in attendance in person under the following circumstances:

1) If the building or District is closed due to inclement weather, or closure of a building due to failure of heat in winter, other building related emergencies or exigent conditions;

2) As mandated by New York State regulations or Executive Order due to a public health or other emergency; or

3) As mutually agreed upon by the parties, as aligned to NYSED regulations (e.g., Election Day).

#### 17. <u>Agency Shop.</u>

Delete Article IV of the expired 2011-2013 CBA

#### 18. Dues Deduction & Remittance.

Amend Article II of the expired 2011-2013 CBA, by adding the following terms:

"E. Modification or discontinuance of deductions shall be in writing, signed by the employee and submitted to the Association. On receipt of same, the Association shall immediately forward one copy of the notification to the District's Business Office. The dues deduction authorization shall remain in effect until no later than the second payroll date following the District's receipt of written notice from the Association advising the District to cease deducting dues from the employee."

"F. Upon the request of the HCTA, not more than quarterly, the District shall provide the HCTA the name, address, job title, department, and work location of all employees of the bargaining unit."

"G. Within thirty days of a unit member first being employed or reemployed by the District, or within thirty days of being transferred into the bargaining unit or to a new position in the bargaining unit, the District shall notify the HCTA of the employee's name, address, job title, department, and work location."

"H. Within thirty days of providing the notice above, the District shall allow a duly appointed HCTA representative to meet with such employee for 40 minutes during his or her

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work time without charge to leave credits, provided however that arrangements for such meeting must be scheduled in consultation with a designated representative of the District. In addition, the HCTA will be given a minimum of 40 minutes during all new employee orientations."

#### 19. **Retirement Incentive.**

Amend the existing language of Article XLVIII of the 2011-2013 CBA, to add new subparagraphs D and E, to state the following:

"E The 2021-2022 School Year Supplemental Retirement Incentive. A bargaining unit member who notifies the District in writing, on or before June 30, 2022, of his/her irrevocable intention to retire by June 30, 2022, will receive a \$10,000.00 separation payment, on or before September 30, 2022. The written notice shall be deemed an "irrevocable intention," even if it is conditional upon the MOA being ratified by the Union and approved by the BOE; it being understood that if this MOA is not ratified or approved, then such prospective retiree can revoke his/her retirement notice. For this incentive for the 2021-2022 school year only, the District waives the 30 day prior notice requirement set forth in Article XLVIII(A); it being understood that this incentive was intended to be in addition to the retirement benefit regarding accrued sick leave contained in the 2011-2013 expired CBA. The payment will be made in a non-elective, nondiscretionary employer contribution into a § 403(b) account on behalf of the bargaining unit member; provided however, a qualifying bargaining unit member may elect to receive a direct payment of the \$10,000.00 retirement incentive, and not have such payment funded into a § 403(b) account. Any member of the bargaining unit who retires by June 30, 2022, will contribute no more than 12% towards his/her health insurance premium during retirement. This incentive shall be available if and only if a minimum of 12 members of the bargaining unit submit their notice of irrevocable intention to retire during the 2021-22 school year; provided however, (1) the minimum number of 12 members retiring to trigger this incentive shall not include those members who retired prior to ratification; and (2) the incentive shall not be available to those members who retired prior to ratification."

"F. The 2022-2023 School Year Supplemental Retirement Incentive. A

bargaining unit member who notifies the District in writing, on or before April 1, 2023, of his/her irrevocable intention to retire by June 30, 2023, will receive a \$10,000.00 separation payment, within 30 days of his/her effective retirement date. The payment will be made in a non-elective, non-discretionary employer contribution into a § 403(b) account on behalf of the bargaining unit member. Any member of the bargaining unit who retires by June 30, 2023, will contribute no more than 12% towards his/her health insurance premium during retirement. This incentive shall be available if and only if a minimum of 12 members of the bargaining unit take the retirement incentive during the 2022-23 school year."

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#### 20. Flexible Spending Account.

Add a new Article to the CBA to provide:

By the next opening enrollment period, the District agrees to create a Flexible Spending Account ("<u>FSA</u>") option, at the District's expense, provided that the District is not required to contribute to the FSA on behalf of the participating members.

# 21. Three (3) Teacher's Choice Professional Development Extended Wednesdays.

Amend the provisions of Article VIII(A) and Article VIII(N), by adding the following clause at the end thereof:

"Teachers may choose to attend professional development sessions during extended Wednesdays in schools within the District other than their assigned school, three (3) times per year. The Superintendent shall designate the three (3) Extended Wednesdays to be "Teacher's Choice Professional Development Extended Wednesdays," in consultation with the HCTA's President by September 30 of each school year. Each such "Teacher's Choice Professional Development Extended Wednesday" shall be an eight hour day (not 7 hours 45 minutes), to provide for fifteen (15) minutes of travel time for teachers to travel from their assigned school to another school within the District, and the Professional Development session shall start fifteen minutes later on such days to allow for such travel and timely teacher attendance at the start of each such Professional Development session."

# 22. Additional Parent Teacher Conference.

Amend Article XI to designate the existing text as A, and to add a new B and new C, to provide as follows:

- B. Effective July 1, 2021, the District may schedule one additional parent teacher conference from 5-7 pm, which may be virtual. If conducted virtually, the teacher must appear in a professional location with an educationally appropriate background or setting.
- C. Effective July 1, 2021, there will be a \$125 stipend for such additional parent teacher conference from 5-7 pm. Thereafter, the stipend will be either at the applicable hourly rate or \$125 whichever is higher.

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D. The additional evening conference will be scheduled on the same day as the half day parent-teacher conference for Part 154.

#### 23. <u>Attendance Incentive.</u>

Amend Article XII to add a new ¶G, to provide as follows:

"G. Effective July 1, 2022, the District will pay a \$1,000.00 stipend to each bargaining unit member who has used no more than a total of two paid days (sick, personal, or other leave days) during the school year ending June 30. Said payment shall be made by September 30 of the following school year."

#### 24. Attendance and Absenteeism.

Amend Article XII to add a new ¶H and new ¶I, to provide as follows:

- H. Effective upon ratification of this Agreement, any teacher found to have a pattern of not working the day before or the day after a holiday, shall be subject to not being paid for the holiday; *provided however*, that such deduction in pay shall not be implemented unless and until an arbitrator determines that a pattern of misuse of leave has been established. The interpretation of this provision shall be decided by one of the contract Arbitrators on an expedited arbitration case basis.
- I. Effective upon ratification of this Agreement, a doctor's note may be requested if a teacher is absent for 3 consecutive days or more.

#### 25. Execution in Counterparts.

This MOA may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument, and it may be delivered, without limitation, by facsimile or by electronic mail. This MOA shall become binding when one or more of its counterparts have been exchanged to all of the Parties, having been signed by a duly authorized principal or agent of each of the Parties to this MOA, subject however, to the terms of ¶1 above.

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**IN WITNESS WHEREOF,** the Parties hereto have set their hands and seals this 25<sup>th</sup> day of May, 2022, effective as of the day and date first above written.

FOR THE DISTRICT:	FOR THE UNION:	
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IN WITNESS WHEREOF, the Parties hereto have set their hands and seals this 25<sup>th</sup> day of May, 2022, effective as of the day and date first above written.

FOR THE DISTRICT:	( )	FOR THE UNION:	
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	Date	- they out	<u>3/26/2</u>
	Date	Hal Miller	5/26/2
*		_	Date/
	Date		Date
			Date

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals this 25<sup>th</sup> day of May, 2022, effective as of the day and date first above written.

#### HUFSD-HCTA 3-1-22 MOA for 7-1-23 thru 6-30-25 CBA

FOR THE DISTRICT: FOR THE UNION: Date manhatter Date

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals this 25<sup>th</sup> day of May, 2022, effective as of the day and date first above written.

# HUFSD-HCTA 3-1-22 MOA for 7-1-23 thru 6-30-25 CBA

v16Final3 (5-25-22)

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# Appendix A

3-14-22 HPS-HCTA 2013-2025 CBA - Salary Charts – Chart 1 of 6 KEY: Chart 1 = step #1 for Year 9 increases = Baseline for 2021-2022 = same as 7-1-12 thru 6-30-13

# District Wage Package Proposal 01-20-2022

	DR	\$ 70,656	\$ 73,128	\$ 75,588	\$ 78,059	\$ 80,526	\$ 82,987	\$ 85,449	\$ 87,919	\$ 90,378	\$ 92,847	\$ 95,324		\$ 100,246	\$ 102,721	\$ 105,186	\$ 107,650	\$ 110,108	\$ 115,051
	MA-60	\$ 68,877	\$ 71,348	\$ 73,808	\$ 76,280	\$ 78,738	\$ 81,202	\$ 83,670	\$ 86,137	\$ 88,601	\$ 91,069	\$ 93,534	\$ 95,994	\$ 98,464	\$ 100,934	\$ 103,400	\$ 105,867	\$ 108,332	\$ 113,269
	MA-45	\$ 66,411	\$ 68,877	\$ 71,348	\$ 73,808	\$ 76,280	\$ 78,738	\$ 81,202	\$ 83,670	\$ 86,137	\$ 88,601	\$ 91,069	\$ 93,534	\$ 95,994	\$ 98,464	\$ 100,934	\$ 103,400	\$ 105,868	\$ 105,868
2022	MA-30	\$ 63,937	\$ 66,411	\$ 68,877	\$ 71,348	\$ 73,808	\$ 76,280	\$ 78,738	\$ 81,202	\$ 83,670	\$ 86,137	\$ 88,601	\$ 91,069	\$ 93,534	\$ 95,994	\$ 98,464	\$ 100,934	\$ 103,401	\$ 103,401
Current July 1 2021 -	MA-15	\$ 61,483	\$ 63,937	\$ 66,411	\$ 68,877	\$ 71,348	\$ 73,808	\$ 76,280	\$ 78,738	\$ 81,202	\$ 83,670	\$ 86,137	\$ 88,601	\$ 91,069	\$ 93,534	\$ 95,994	\$ 95,994	\$ 95,994	\$ 95,994
Current	MA	\$ 59,010	\$ 61,483	\$ 63,937	\$ 66,411	\$ 68,877	\$ 71,348	\$ 73,808	\$ 76,280	\$ 78,738	\$ 81,202	\$ 83,670	\$ 86,137	\$ 88,601	\$ 91,069	\$ 93,534	\$ 93,534	\$ 93,534	\$ 93,534
	BA-60	\$ 60,405	\$ 62,738	\$ 65,059	\$ 67,389	\$ 69,717	\$ 72,038	\$ 74,369	\$ 76,697	\$ 79,015	\$ 81,342	\$ 83,670	\$ 85,998	\$ 88,326	\$ 90,645	\$ 92,980	\$ 92,980	\$ 92,980	\$ 92,980
	BA-30	\$ 56,689	\$ 59,010	\$ 61,340	\$ 63,667	\$ 65,990	\$ 68,311	\$ 70,645	\$ 72,967	\$ 75,297	\$ 77,631	\$ 79,948	\$ 82,277	\$ 84,598	\$ 86,937	\$ 89,257	\$ 89,257	\$ 89,257	\$ 89,257
	BA	\$ 52,029	\$ 54,358	\$ 56,689	\$ 59 <b>,</b> 010	\$ 61,339	\$ 63,667	\$ 65,990	\$ 68,311	\$ 70,645	\$ 70,645	\$ 70,645	\$ 70,645	\$ 70,645	\$ 70,645	\$ 70,645	\$ 70,645	\$ 70,645	\$ 70,645
		-	2	m	4	S	9	2	00	თ	10	=	12	13	14	15	16	17	18





Appendix B

3-14-22 HPS-HCTA 2013-2025 CBA - Salary Charts – Chart 3 of 6 Key: This is the final salary Chart for Year #9 of 12, after the unfreezing of steps

	DR	\$ 72,069	\$ 74,591	\$ 77,100	\$ 79,620	\$ 82,137	\$ 84,647	\$ 87,158	\$ 89,677	\$ 92,186	\$ 94,704	\$ 97,230	\$ 99,735	\$ 102,251	\$ 104,775	\$ 107,290	\$ 109,803		\$ 118,503
	MA-60	\$ 70,255	\$ 72,775	\$ 75,284	\$ 77,806	\$ 80,313	\$ 82,826	\$ 85,343	\$ 87,860	\$ 90,373	\$ 92,890	\$ 95,405	\$ 97,914	\$ 100,433	\$ 102,953	\$ 105,468	\$ 107,984	\$ 110,499	\$ 116,667
tep 18	MA-45	\$ 67,739	\$ 70,255	\$ 72,775	\$ 75,284	\$ 77,806	\$ 80,313	\$ 82,826	\$ 85,343	\$ 87,860	\$ 90,373	\$ 92,890		\$ 97,914	\$ 100,433	\$ 102,953	\$ 105,468	\$ 107,985	\$ 110,135
2022, 2% Steps 1-17, 3% Step 18	MA-30	\$ 65,216	\$ 67,739	\$ 70,255	\$ 72,775	\$ 75,284	\$ 77,806	\$ 80,313	\$ 82,826	\$ 85,343	\$ 87,860	\$ 90,373	\$ 92,890	\$ 95,405	\$ 97,914	\$ 100,433	\$ 102,953	\$ 105,469	\$ 107,568
- 2022, 2% Ste	MA-15	\$ 62,713	\$ 65,216	\$ 67,739	\$ 70,255	\$ 72,775	\$ 75,284	\$ 77,806	\$ 80,313	\$ 82,826	\$ 85,343	\$ 87,860	\$ 90,373	\$ 92,890	\$ 95,405	\$ 97,914	\$ 98,893	\$ 99,881	\$ 101,870
Proposed July 1, 2021 -	MA	\$ 60,190	\$ 62,713	\$ 65,216	\$ 67,739	\$ 70,255	\$ 72,775	\$ 75,284	\$ 77,806	\$ 80,313	\$ 82,826	\$ 85,343	\$ 87,860	\$ 90,373	\$ 92,890	\$ 95,405	\$ 96,358	\$ 97,322	\$ 99,259
Propose	BA-60	\$ 61,613	\$ 63,993	\$ 66,360	\$ 68,737	\$ 71,111	\$ 73,479	\$ 75,856	\$ 78,231	\$ 80,595	\$ 82,969	\$ 85,343	\$ 87,718	\$ 90,093	\$ 92,458	\$ 94,840	\$ 94,840	\$ 94,840	\$ 95,770
	BA-30	\$ 57,823	\$ 60,190	\$ 62,567	\$ 64,940	\$ 67,310	\$ 69,677	\$ 72,058	\$ 74,426	\$ 76,803	\$ 79,184	\$ 81,547	\$ 83,923	\$ 86,290	\$ 88,676	\$ 91,042	\$ 91,042	\$ 91,042	\$ 91,935
	BA	\$ 53,070	\$ 55,445	\$ 57,823	\$ 60,190	\$ 62,566	\$ 64,940	\$ 67,310	\$ 69,677	\$ 72,058	\$ 72,058	\$ 72,058	\$ 72,058	\$ 72,058	\$ 72,058	\$ 72,058	\$ 72,058	\$ 72,058	\$ 72,764
		н	2	m	4	'n	9	-	8	თ	10	11	12	13	14	15	16	17	18



Appendix C

3-14-22 HPS-HCTA 2013-2025 CBA - Salary Charts – Chart 4 of 6

	DR	\$ 74,051	\$ 76,642	\$ 79,220		\$ 84,396	\$ 86,975	\$ 89,555	\$ 92,143	\$ 94,721	\$ 97,308	\$ 99,904	\$ 102,478	\$ 105,063	\$ 107,656	\$ 110,240	\$ 112,823	\$ 115,399	\$ 121,762
	MA-60	\$ 72,187	\$ 74,776	\$ 77,354	\$ 79,946	\$ 82,522	\$ 85,104	\$ 87,690	\$ 90,276	\$ 92,858	\$ 95,444	\$ 98,029	\$ 100,607	\$ 103,195	\$ 105,784	\$ 108,368	\$ 110,954	\$ 113,538	\$ 119,875
	MA-45	\$ 69,602	\$ 72,187	\$ 74,776	\$ 77,354	\$ 79,946	\$ 82,522	\$ 85,104	\$ 87,690	\$ 90,276	\$ 92,858	\$ 95,444	\$ 98,029	\$ 100,607	\$ 103,195	\$ 105,784	\$ 108,368	\$ 110,955	\$ 113,164
23, 2.75%	MA-30	\$ 67,009	\$ 69,602	\$ 72,187	\$ 74,776	\$ 77,354	\$ 79,946	\$ 82,522	\$ 85,104	\$ 87,690	\$ 90,276	\$ 92,858	\$ 95,444	\$ 98,029	\$ 100,607	\$ 103,195	\$ 105,784	\$ 108,369	\$ 110,526
Proposed July 1, 2022 - 2023, 2.75%	MA-15	\$ 64,438	\$ 67,009	\$ 69,602	\$ 72,187	\$ 74,776	\$ 77,354	\$ 79,946	\$ 82,522	\$ 85,104	\$ 87,690	\$ 90,276	\$ 92,858	\$ 95,444	\$ 98,029	\$ 100,607	\$ 101,613	\$ 102,628	\$ 104,671
Proposed Ju	MA	\$ 61,845	\$ 64,438	\$ 67,009	\$ 69,602	\$ 72,187	\$ 74,776	\$ 77,354	\$ 79,946	\$ 82,522	\$ 85,104	\$ 87,690	\$ 90,276	\$ 92,858	\$ 95,444	\$ 98,029	\$ 99,008	\$ 99,998	\$ 101,989
	BA-60	\$ 63,307	\$ 65,753	\$ 68,185	\$ 70,627	\$ 73,067	\$ 75,500	\$ 77,942	\$ 80,382	\$ 82,811	\$ 85,251	\$ 87,690	\$ 90,130	\$ 92,571	\$ 95,001	\$ 97,448	\$ 97,448	\$ 97,448	\$ 98,404
	BA-30	\$ 59,413	\$ 61,845	\$ 64,288	\$ 66,726	\$ 69,161	\$ 71,593	\$ 74,040	\$ 76,473	\$ 78,915	\$ 81,362	\$ 83,790	\$ 86,231	\$ 88,663	\$ 91,115	\$ 93,546	\$ 93,546	\$ 93,546	\$ 94,463
	3A	\$ 54,529	\$ 56,970	\$ 59,413	\$ 61,845	\$ 64,287	\$ 66,726	\$ 69,161	\$ 71,593	\$ 74,040	\$ 74,040	\$ 74,040	\$ 74,040	\$ 74,040	\$ 74,040	\$ 74,040	\$ 74,040	\$ 74,040	\$ 74,765
		-	2	m	4		9	~	00	6		1			14				18





Appendix D

HPS-HCTA 2013-2025 CBA - Salary Charts – Chart 5 of 6 3-14-22

					Proposed	Proposed July 1, 2023 - 2024, 2.25%	24, 2.25%				
	BA	BA-30	BA-(	-60	MA	<b>MA-15</b>	MA-30	MA-45	MA-60	DR	
-	\$ 55,756	\$ 60,750	Ş	64,732	\$ 63,237		\$ 68,517	\$ 71,168	\$ 73,811	\$ 75,717	
2	\$ 58,252	\$ 63,237	Ŷ	67,232	\$ 65,887	7 \$ 68,517	\$ 71,168	\$ 73,811	\$ 76,459	\$ 78,367	
m	\$ 60,750	\$ 65,734	Ŷ	69,719	\$ 68,51	7 \$ 71,168	\$ 73,811	\$ 76,459	\$ 79,095	\$ 81,003	
4	\$ 63,237	\$ 68,227	ŝ	72,216	\$ 71,16	\$	\$ 76,459	\$ 79,095	\$ 81,744	\$ 83,650	
S	\$ 65,733	\$ 70,717	Ş	74,711	\$ 73,811	ŝ	\$ 79,095	\$ 81,744	\$ 84,378	\$ 86,295	
9	\$ 68,227	\$ 73,204	Ŷ	77,198	\$ 76,45	ŝ	\$ 81,744	\$ 84,378	\$ 87,019	\$ 88,932	
2	\$ 70,717	\$ 75,705	Ŷ	79,696	\$ 79,095	5 \$ 81,744	\$ 84,378	\$ 87,019	\$ 89,663	\$ 91,570	
∞	\$ 73,204	\$ 78,193	ŝ	82,191	\$ 81,744	Ŷ	\$ 87,019	\$ 89,663	\$ 92,307	\$ 94,216	
თ	\$ 75,705	\$ 80,691	Ş	84,675	\$ 84,378	ŝ	\$ 89,663	\$ 92,307	\$ 94,948	\$ 96,852	
10	\$ 75,705	\$ 83,192	ŝ	87,169	\$ 87,019	9 \$ 89,663	\$ 92,307	\$ 94,948	\$ 97,592	\$ 99,498	
11	\$ 75,705	\$ 85,675	Ŷ	89,663	\$ 89,663	ŝ	\$ 94,948	\$ 97,592	\$ 100,234	\$ 102,152	
12	\$ 75,705	\$ 88,171	ŝ	92,158	\$ 92,307	Ŷ	\$ 97,592	\$ 100,23 <b>4</b>	\$ 102,870	\$ 104,783	
13	\$ 75,705	\$ 90,658	Ŷ	94,653	\$ 94,948		\$ 100,234	\$ 102,870	\$ 105,517	\$ 107,427	
14	\$ 75,705	\$ 93,165	Ŷ	97,138	\$ 97,592		\$ 102,870	\$ 105,517	\$ 108,164	\$ 110,079	
15	\$ 75,705	\$ 95,650	Ŷ	99,641	\$ 100,234		\$ 105,517	\$ 108,164	\$ 110,807	\$ 112,721	
16	\$ 75,705	\$ 95,650	Ŷ	99,641	\$ 101,236		\$ 108,164	\$ 110,807	\$ 113,450	\$ 115,361	
17	\$ 75,705	\$ 95,650	ŝ	99,641	\$ 102,248		\$ 110,808	\$ 113,451	\$ 116,092	\$ 117,995	
18	\$ 76,447	\$ 96,589	Ŷ	100,618	\$ 104,283		\$ 113,013	\$ 115,710	\$ 122,573	\$ 124,501	

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Appendix E

3-14-22 HPS-HCTA 2013-2025 CBA - Salary Charts – Chart 6 of 6

8	NA N	BA-30	BA-60	MA	MA-15	MA-30	MA-45	MA-60	DR
	\$ 56,871	\$ 61,965	\$ 66,026	\$ 64,501	\$ 67,205	\$ 69,887	\$ 72,591	\$ 75,287	\$ 77,231
01	\$ 59,417	\$ 64,501	\$ 68,577	\$ 67,205	\$ 69,887	\$ 72,591	\$ 75,287	\$ 77,988	\$ 79,934
~	\$ 61,965	\$ 67,049	\$ 71,113	\$ 69,887	\$ 72,591	\$ 75,287	\$ 77,988	\$ 80,677	\$ 82,623
~	\$ 64,501	\$ 69,592	\$ 73,661	\$ 72,591	\$ 75,287	\$ 77,988	\$ 80,677	\$ 83,379	\$ 85,323
S.	\$ 67,048	\$ 72,131	\$ 76,205	\$ 75,287	\$ 77,988	\$ 80,677	\$ 83,379	\$ 86,066	\$ 88,021
	\$ 69,592	\$ 74,668	\$ 78,742	\$ 77,988	\$ 80,677	\$ 83,379	\$ 86,066	\$ 88,759	\$ 90,710
~	\$ 72,131	\$ 77,220	\$ 81,290	\$ 80,677	\$ 83,379	\$ 86,066	\$ 88,759	\$ 91,456	\$ 93,401
	\$ 74,668	\$ 79,757	\$ 83,835	\$ 83,379	\$ 86,066	\$ 88,759	\$ 91,456	\$ 94,154	\$ 96,101
	\$ 77,220	\$ 82,304	\$ 86,368	\$ 86,066	\$ 88,759	\$ 91,456	\$ 94,154	\$ 96,847	\$ 98,789
10	\$ 77,220	\$ 84,856	\$ 88,912	\$ 88,759	\$ 91,456	\$ 94,154	\$ 96,847	\$ 99,544	\$ 101,488
	\$ 77,220	\$ 87,388	\$ 91,456	\$ 91,456	\$ 94,154	\$ 96,847	\$ 99,544	\$ 102,239	\$ 104,195
	\$ 77,220	\$ 89,934	\$ 94,001	\$ 94,154	\$ 96,847	\$ 99,544	\$ 102,239	\$ 104,928	\$ 106,879
	\$ 77,220	\$ 92,471	\$ 96,546	\$ 96,847	\$ 99,544	\$ 102,239	\$ 104,928	\$ 107,627	\$ 109,575
	\$ 77,220	\$ 95,028	\$ 99,081	\$ 99,544	\$ 102,239	\$ 104,928	\$ 107,627	\$ 110,328	\$ 112,280
	\$ 77,220	\$ 97,563	\$ 101,633	\$ 102,239	\$ 104,928	\$ 107,627	\$ 110,328	\$ 113,023	\$ 114,975
	\$ 77,220	\$ 97,563	\$ 101,633	\$ 103,260	\$ 105,977	\$ 110,328	\$ 113,023	\$ 115,719	\$ 117,668
	\$ 77,220	\$ 97,563	\$ 101,633	\$ 104,293	\$ 107,036	\$ 113,024	\$ 115,720	\$ 118,414	\$ 120,355
	\$ 77,976	\$ 98,520	\$ 102,630	\$ 106,369	\$ 109,167	\$ 115,273	\$ 118,024	\$ 125,024	\$ 126,992
-	\$ 78,366	\$ 99,013	\$ 103,143	\$ 106,901	\$ 109,713	\$ 115,850	\$ 118,614	\$ 125,649	\$ 127,626
-	¢ 78 758	¢ aa cus	¢ 102 660	107 101	110 011 0	C 11C 120	- 110 OFF J		

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