



Cornell University
ILR School

NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see
<http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements

Title: **Holley Central School District and Holley Central School Teachers Association, New York State United Teachers (NYSUT), American Federation of Teachers (AFT), AFL-CIO (2008) (MOA)**

Employer Name: **Holley Central School District**

Union: **Holley Central School Teachers Association, New York State United Teachers (NYSUT), American Federation of Teachers (AFT), AFL-CIO**

Local:

Effective Date: **07/01/2008**

Expiration Date: **06/30/2012**

PERB ID Number: **5280**

Unit Size:

Number of Pages: **41**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

AGREEMENT
BETWEEN
THE HOLLEY CENTRAL SCHOOL SUPERINTENDENT
AND
THE HOLLEY CENTRAL SCHOOL TEACHERS' ASSOCIATION
July 1, 2008 to June 30, 2012

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
	Preamble	5
1	Savings Clause	5
2	Recognition	5
3	Membership in the Association	5
4	Grievance Procedure	5
5	Teacher Administrative Liaison	10
	-Teacher Administrative Council	10
	-Curriculum Committee	10
	-Unit Member Collaboration on Building Programs	10
6	Teacher Board Policy	10
	-Board Policy Handbook	10
	-Attendance at In-Service Programs	10
	-Extra Duties	11
	-Hours of Work	11
	-Meetings	11
	-Lunch Period	12
	-Elementary Preparation Period	12
	-Leaving the Premises	12
	-Secondary Preparation	12
	-Class Size	12
	-Teacher Leaders	12
	-Tentative Class Schedule	12
	-Vacancies and Postings	13
	-Abolished Positions	14
	-Unit Member Protection and Personal Injury	14
7	Leaves of Absence	14
	-Personal Leave	14
	-Parental Leave	15
	-Bereavement Leave	15
	-Additional Leave	15
	-Sabbatical Leave	15
	-Leaves of Absence	15
	-Sick Days	15
	-Child Bearing Leave	16
	-Child Rearing Leave	16
	-Jury Duty	17
	-Sick Leave Bank	17
	-All Leaves of Absence	19

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
8	Unit Member Observation, Evaluation, and Records	19
	-Non-Tenured Unit Member Procedures for Evaluation	19
	-Protection of Non-Tenured Unit Members	19
	-Unit Members with Tenure	20
	-Unit Member Observation and Evaluation	20
	-Unit Member Records	20
	-Unit Member Response	20
	-Reprimands	20
	-Year End Evaluation	20
	-Instrument Design	20
9	Miscellaneous	21
	-Copies of Board Agenda	21
	-Reprisals Prohibited	21
	-Tax Sheltered Annuity	21
	-Credit Union	21
	-Dues Deduction	21
	-Agency Fee	21
	-Rehired Full Time Substitutes	22
	-Children of Teachers	22
10	NYSUT Benefit Trust & VOTE/COPE	22
	-Vote-Cope Deductions	22
11	Salary and Benefits	22
	-Salary Schedules	22
	-Teaching Assistant Salaries	23
	-Part-time Unit Members	23
	-Career Increments	24
	-Graduate Hours	24
	-Masters Degree Stipend	25
	-Standardized Hourly Rates	25
	-Health Insurance	26
	-Payment in Lieu of Health Insurance	27
	-Sick Leave Conversion for Retirement	27
	-Dental Policy	28
	-Medical Exams	28
	-Life Insurance	28
	-Paycheck Options	29
	-Section 125 Flexible Benefits Plan	29
	-Long-Term Substitute Unit Members	29

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
12	Association Activities	30
	-Communications	30
	-Special Meetings	30
	-Conducting Business	30
	-Board of Education Meetings	30
	-Delegate Leave Time	30
	-Release Time	30
	-Association President	31
13	Work Year	31
	-Length of Work Year	31
	-Orientation Day for New Unit Members	31
	-School Calendar	31
	-Rescheduled Vacation Days	31
	-Student Free Work Day	31
14	Negotiations Procedure and Duration	31
	-Negotiations Procedure	31
	-Duration of Agreement	32
Appendix B-1	Non-Athletic Extra Curricular	33
Appendix B-2	Athletic Extra Curricular	34
Appendix B-3	Teacher Salary Schedule	36
Appendix B-4	TA Salary Schedule	37
Appendix B-5	Standardized Rates	38
Appendix C	Sick Bank Application Form	40
	CAP MOA	41

PREAMBLE

This Agreement is made pursuant to the Public Employees' Fair Employment Act, and is entered into by and between THE HOLLEY CENTRAL SCHOOL TEACHERS' ASSOCIATION (hereinafter referred to as the Association), and the HOLLEY CENTRAL SCHOOL SUPERINTENDENT (hereinafter referred to as the Superintendent.)

1.0 SAVINGS CLAUSE

1.1.1 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 therefore shall not become effective until the appropriate legislative body has given approval.

1.1.2 Any provision contrary to current or future legislative acts is agreed to be null and void. Further, it is agreed that if any provision or application of this Agreement is found contrary to current law, such provision or application shall be deemed not valid except to the extent permitted by law. All other provisions and applications shall continue in force and effect for the duration of the Agreement.

2.0 RECOGNITION

The Superintendent recognizes the Association as the exclusive negotiating agent for all regularly appointed full-time and part-time certified teachers, guidance counselors, psychologist(s), long term substitute(s), learning specialist(s), occupational & physical therapists, social workers, and teaching assistants (TA's) employed by the Holley Central School and known as unit members. All other employees are excluded from the unit and the contract.

3.0 MEMBERSHIP IN THE ASSOCIATION

Unit members have the right to join or not join the Association and membership shall not be a prerequisite for employment or a requirement for the continuation of employment in the Holley Central School District.

4.0 GRIEVANCE PROCEDURE

4.1 Declaration of Purpose

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

4.2 Definitions

4.2.1 A grievance is a tenable claim by an affected member of the Association that there has been a violation, misinterpretation or misapplication of a provision of

this Agreement.

4.2.2 Aggrieved Party shall mean any person or group of persons in the negotiating unit filing a grievance or the Association when it files a grievance.

4.2.3 Party in Interest shall mean the Grievance Committee of the Association and any party named in a grievance who is not the aggrieved party.

4.2.4 Grievance Committee is the committee created and constituted by the Holley Central School Teachers' Association.

4.2.5 Work Day is a day when unit members are required to be at school during the regular school year.

4.2.6 School Day is a required student attendance day.

4.3 Procedures

4.3.1 Each written grievance shall include the name and position of the grievant, the article and section of this Agreement involved in the grievance, the time and place where the alleged events or conditions constituting the grievance existed or occurred, the identity of the party allegedly responsible for causing the existence of the events or conditions, if known, and a statement of the nature of the grievance and the redress sought by the grievant.

4.3.2 Except for informal decisions at beginning stages, all decisions shall be rendered in writing at each step of the grievance procedures setting forth findings of fact, conclusions and supporting reasons. Each decision shall be promptly transmitted to the grievant and the Grievance Committee of the Association.

4.3.3 If a grievance affects a group of unit members and appears to be associated with the District-wide policies, it may be submitted by the Grievance Committee directly at Stage 2 described below.

4.3.4 The preparation and processing of a grievance, insofar as practicable, shall be conducted during the hours of employment. All reasonable effort will be made to avoid interruption of classroom activity and to avoid involvement of students in any phase of the grievance procedure.

4.3.5 The Superintendent and the Association agree to facilitate any investigation which may be required and to make available all relevant documents, communications and records concerning the alleged grievance. This would exclude all privileged documents.

4.3.6 Except as otherwise provided in Stages 1 and 2, a grievant and any party in interest shall have the right, at all stages of a grievance, to confront and question witnesses called against him/her, to testify and to call witnesses on his/her own

behalf, and to be furnished with a copy of any minutes of the proceedings made at each and every stage of this grievance procedure except in discussions held in executive session.

- 4.3.7 No interference, coercions, restraint, discrimination or reprisal of any kind will be taken by the District or by any member of the Administration against the grievant, any party in interest, any representative, any member of the grievance committee or any other participant in the grievance procedure or any other person solely by reason of such grievance or legitimate participation therein.
- 4.3.8 Forms for filing grievances, serving notices, taking appeals, and making reports and recommendations, and other necessary documents will be jointly developed by the Superintendent and the Association.
- 4.3.9 All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- 4.3.10 Nothing contained herein will be construed as limiting the right of any unit member having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance informally adjusted without intervention of the Grievance Committee, provided the adjustment is not inconsistent with the terms of this Agreement.

In the event that any grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the grievant and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon either of the parties of this Agreement in future proceedings.

- 4.3.11 The existence of the procedure hereby established shall not be deemed to require any unit member to pursue the remedies here provided and shall not, in any manner, impair or limit the right of any unit member to pursue any other remedies available in any other form.

4.4 Time Limits

- 4.4.1 Since it is important to good relationships that grievances be processed as rapidly as possible, every effort will be made by all parties to expedite the process. The time limits specified for either party may be extended only by mutual Agreement.
- 4.4.2 No written grievance will be entertained as described below, and such grievance will be deemed waived unless written grievance is forwarded at the first available stage within the prescribed time period after the unit member knew or should have known of the act or conditions on which the grievance is based.
- 4.4.3 If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this Agreement will be barred.

- 4.4.4 Failure at any stage of the grievance procedure to communicate a decision to the grievant, his/her representatives and the Grievance Committee within the specified time limit shall permit the lodging of an appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.
- 4.4.5 In the event a grievance is filed on or after June 1, upon request by or on behalf of the grievant, the time limits set forth herein will be reduced pro rata so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is possible.
- 4.5 Grievance Process Stage 1: Informal
A unit member having a grievance will discuss it with his/her administrator, either directly or through a representative within twenty (20) work days after the unit member had actual knowledge of or should reasonably have known of the event or grievance.
- The administrator will confer with all parties in interest but will not consult with any other party(ies) without the grievant or his/her representative present. If the unit member submits the grievance through a representative, the unit member may be present during the discussion of the grievance.
- After conferring with the unit member or his/her representative, the administrator has fifteen (15) work days to respond and/or resolve the complaint.
- 4.6 Grievance Process Stage 2: Administrator/Written
If the grievance is not resolved informally, the Association has fifteen (15) work days to reduce the grievance to writing and present it to the administrator.
- Within fifteen (15) work days after the written grievance is presented to him/her, the administrator shall, without any further consultation with the grievant or any party in interest, unless with the Association representative present, render a decision thereon, in writing, and present it to the Association.
- 4.7 Grievance Process Stage 3: Superintendent
- 4.7.1 If the unit member initiating the grievance or the Association is not satisfied with the written decision at the conclusion of Stage 2, within fifteen (15) work days, the grievance shall be presented to the Association's Grievance Committee for its consideration.
- 4.7.2 If the Grievance Committee determines that the grievance is meritorious then it will file a written appeal of the decision at Stage 2 with the Superintendent within fifteen (15) work days after the written decision has been received.
- 4.7.3 Within fifteen (15) work days after receipt of the appeal, the Superintendent, or his/her duly authorized representatives, shall hold an informal hearing with the

unit member and the Grievance Committee or its representative and all other parties in interest at a mutually agreed upon time.

4.7.4 The Superintendent shall render a decision in writing to the unit member, the Grievance Committee and/or its representative within fifteen (15) work days after the conclusion of the hearing.

4.8 Grievance Process Stage 4: Board of Education

4.8.1 If the Association is not satisfied with the decision at Stage 3, the Grievance Committee will file an appeal in writing with the Superintendent to be presented to the Board of Education within fifteen (15) work days after receiving the decision at Stage 3. The hearing will be held at the next regularly scheduled board meeting.

4.8.2 The board shall hold a hearing on the grievance. The hearing shall be conducted in executive session and will commence no later than 9:00 P.M unless mutually agreed upon.

4.8.3 Within fifteen (15) work days after the conclusion of the hearing, the Board of Education shall render a decision, in writing, on the grievance.

4.9 Grievance Process Stage 5: Arbitration

4.9.1 After such hearing, if the Association is not satisfied with the decision at Stage 4, and it determines that the grievance is meritorious, it may submit the grievance to arbitration by written notice to the Board of Education within fifteen (15) work days of the decision at Stage 4.

4.9.2 Within ten (10) work days after such written notice of submission to arbitration, the Superintendent and the Association will agree upon a mutually acceptable arbitrator competent in the area of the grievance, and will obtain a commitment from said arbitrator to serve.

If the parties are unable to agree upon an arbitrator, a request for a list of available arbitrators will be made to the American Arbitration Association by either party.

The parties will then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

4.9.3 The arbitrator shall have no power or authority to make any decision, which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement.

4.9.4 The fees and expenses of the arbitrator will be shared equally by the District and the Association. All other expenses shall be borne by the party incurring them.

4.9.5 The decision of the arbitrator shall be final and binding upon all parties.

5.0 TEACHER—ADMINISTRATION LIAISON

5.1 Teacher Administrative Council

The Teacher Administrative Council shall meet upon request of either party to discuss school operations and questions relating to the continuing development of an effective school program.

These meetings shall be conducted after the regular school day. The Teacher Administrative Council shall consist of the Superintendent, Administrator, one representative from each building elected by that building, and the Association President.

Proposed changes in existing policies and procedures and new policies and procedures for each school shall be appropriate subjects for discussion at such meetings, it being understood that such policies adopted or maintained by any administrator shall not be inconsistent with the terms of the contract.

5.2 Curriculum Committee

A standing Curriculum Committee shall be established whose purpose it shall be to evaluate during the school year our curriculum and recommended changes.

This committee shall be composed of representatives from the following areas: Board of Education, School Administrators, Guidance, and Department and Grade Chairpersons.

This committee shall be organized by the Superintendent and called by him/her at least once per year.

5.3 Unit Member Consultation on Building Programs

In formulating designs and plans for the construction of new school buildings and/or the material alteration of existing school facilities, the Board, the Administration and the architects will consult with the unit members of those grade levels and specialists to be affected thereby, and the recommendations and suggestions of such unit members will be considered in formulating such plans. If such recommendations and suggestions are not to be accepted, the unit members will be notified in writing of reasons for non-acceptance.

6.0 TEACHER BOARD POLICY

6.1 Board Policy Handbook

The board policy handbook will be available in the school library and online at the HCSD website.

6.2 Attendance at In-Service Programs

6.2.1 Attendance by unit members at any in-service program extending beyond the regularly scheduled working hours will be voluntary unless unit members are paid at the agreed upon professional rate to attend.

6.2.2 When in-service courses receive prior Board of Education approval and

attendance is voluntary, the unit members will be compensated at the agreed upon professional rate per hour for all time in attendance (including partial hours).

6.3 Extra Duties

6.3.1 Each year, prior to all salaried extra duty appointments (such as the extra-curricular positions as listed on Appendices B-1 and B-2), unit members must apply for the position(s) in writing prior to the deadline.

6.3.2 Assignment to extra duties will be made on the basis of knowledge, ability, and field of specialization.

6.3.3 All vacancies shall be filled on the basis of qualifications as determined by the administration. The necessary qualifications and expectations for each position will be provided to all applicants.

6.3.4 Where two or more applicants are equally qualified, based on the identified qualifications, seniority in the Holley School System shall be the determining factor.

6.3.5 Upon recommendation of the administrator, the Board of Education reserves the right to terminate extra duty assignments at any time.

6.3.6 Unit members who apply for extra-curricular and extra duty assignments shall be considered first provided the administration deems them qualified. Where there is no unit member applicant, the District may consider a person outside the bargaining unit or it may assign the duty to qualified staff on a rotating basis.

6.4 Hours of Work

6.4.1 The normal workday for unit members shall be seven (7) hours and ten (10) minutes. Unit members will continue to schedule meetings or conferences with students for extra help when necessary beyond the normal schoolday.

6.4.2 In the elementary school, the schedules will be adjusted for 20 minutes a day, to be available for additional meetings.

6.5 Meetings:

6.5.1 Administrators and teacher leaders will give a minimum of one week's notice when scheduling a meeting unless there is an emergency.

6.5.2 Unit members will be required to attend only one faculty meeting and one other meeting per month called by an administrator unless excused. Reasonable excuse shall not be denied.

6.5.3 Meetings shall be reasonable in length but shall not exceed sixty (60) minutes.

6.6 Lunch Period

All unit members shall have a thirty (30) minute duty free lunch period.

6.7 Elementary Preparation Period

6.7.1 The District shall provide all elementary unit members with five (5) preparation periods per week for a total of at least 220 minutes per week.

6.7.2 The administrator shall arrange the schedule so that teachers can have a minimum preparation period of 40 consecutive minutes during the student day.

TAs shall have a minimum preparation period of 40 consecutive minutes during the regularly scheduled work day to coincide with, when possible, the teacher with whom they work.

6.8 Leaving the Premises

6.8.1 Unit members may leave the school premises during their lunch and unassigned periods but must sign out and in using a mutually agreed upon form.

6.9 Secondary Preparation

6.9.1 All secondary unit members shall be given at least one (1) unassigned period per day in addition to the duty free lunch period.

6.9.2 An unassigned period, other than lunch, shall be equal to the regularly scheduled periods or classes.

6.10 Class Size

Class size shall not exceed the limits as stated in Commissioner's Regulations Part 200.

The instructional number shall not exceed the limit stated in Commissioner's Regulations Part 100.2 (i).

In addition, Academic Intervention Services assignments shall be limited to 15 students per period. If fifteen (15) is exceeded, the District will arrange additional support. Areas not included in the 150 instructional number are supervisory assignments, coaching, extra duty, special classes/rehearsals such as chorus/band.

6.11 Teacher Leaders

6.11.1 There will be one (1) teacher leader in each of the following identified areas:

- | | |
|--------------------------------------------|---------------------------------|
| -Pre K – 2 nd Grade | -LOTE/Fine Arts/Occupational Ed |
| -3 rd and 4 th Grade | -ELA |
| -5 th and 6 th Grade | -Social Studies |
| -K-12 Special Education | -Math |
| -K-12 Physical Education | -Science and Technology |
| -Mentor Program | |

6.11.2 The teacher leaders' duties will include the following: departmental/grade level meetings, orientation of new staff, curriculum development, coordination of programs across departments and grade levels. A job description will be drawn

by the administration and Association with input from teacher/grade level leaders.

- 6.11.3 Teacher leaders, except as noted will be assigned one additional preparation period per day and every effort will be made to assign an additional preparation period.

The District will make a reasonable effort to assign one additional preparation period per day for teacher leaders of physical education, special education, grade level, and the mentor program. In the event the extra period cannot be scheduled, those teacher leaders will be compensated at \$3000 per annum.

Compensation for teacher leaders who are provided with a preparation period will be compensated at \$1500 per annum.

With approval from both teacher leader and the district, a teacher leader with a preparation period may voluntarily give up his/her preparation period and be compensated as are those teacher leaders without a preparation period.

- 6.11.4 Teacher leaders will be appointed as per the process outlined in the Extra Duty Section.

- 6.11.5 The stipend for a teacher mentor position is \$1,000 per intern. A mentor may have a maximum of two (2) interns per year for a total stipend of \$2,000.

- 6.11.6 The District will indicate appointment duration on the appointment notice.

6.12 Tentative Class Schedule-

Unit members shall be presented on or before June 20th with a tentative class schedule which includes grade level assignments, room assignments, and extra-curricular duties for the next school year.

6.13 Vacancies & Postings

- 6.13.1 Whenever any vacancy related to the Association shall occur in any position in the Holley Central School District, the Superintendent shall provide appropriate postings on the bulletin boards of the main office in each building. A vacancy shall not be filled until it has been posted for a minimum of five (5) days prior to the last day on which applications will be accepted. The District and the Association may agree to reduce or waive the posting time.

- 6.13.2 Vacancies shall be filled on the basis of the qualifications as determined by the administration, provided, that where two or more applicants are equally qualified, seniority in the Holley School System shall be the determining factor.

- 6.13.3 Administrators will provide required job qualifications.

6.14 Abolished Positions

In the event that it becomes necessary to abolish positions within the bargaining

unit, the District agrees to comply with Commissioner's Regulation and/or Education Law.

6.15 Unit Member Protection and Personal Injury

6.15.1 Whenever a regularly employed unit member is absent from his/her duties as a result of a personal injury caused by an accident or an assault occurring in the course of his/her employment, he/she will be paid full salary less worker's compensation and social security benefits during his/her absence but not to exceed six (6) months. No part of such absence will be charged to his/her annual or accumulated sick leave.

6.15.2 The District will reimburse unit members for the reasonable cost of repairing dentures, eye glasses, hearing aids or similar bodily appurtenances not covered by worker's compensation or insurance which are damaged, or destroyed as a result of an incident occurring in the course of unit members carrying out school policies and directives.

6.15.3 The District will reimburse unit members, providing they do not have personal insurance covering such losses, for the reasonable cost of any clothing or other personal property damaged or destroyed as a result of an incident suffered by a unit member while the unit member was acting in the proper discharge of his/her duties according to school policies and directives.

7.0 LEAVES OF ABSENCE

7.1 Personal Leave

7.1.1 Unit Members shall be entitled to three days leave each year to be utilized for personal reasons. Unit members may take personal days in one-quarter day increments.

In order to take a personal leave day, the unit members must inform the administrator of the leave to be taken for personal reasons at least three days prior to said leave unless the situation requiring the leave is an emergency. If an emergency situation arises, the unit member may claim personal leave immediately.

Claiming leave for personal reasons shall not reduce the accumulated sick leave of the unit member. Unused personal leave days may be accumulated as sick leave days at the end of each school year.

7.1.2 Only with prior approval from the superintendent, one personal leave day (with reason provided) per year may be taken on the day preceding or following a holiday or vacation period.

7.1.3 A personal leave day may be taken only for personal reasons which must be handled during a school day and which require the personal attendance of a unit member.

- 7.1.4 Unit members hired after the start of the school year will have their personal days pro-rated based on their date of hire.
- 7.2 Parental Leave
One (1) day with pay shall be granted to a unit member who becomes a parent.
- 7.3 Bereavement Leave
Up to five (5) days leave with pay shall be granted to a unit member in the case of the death of an immediate family member. Immediate family members are considered as follows: spouse, children, parents, siblings, grandparents, great-grandparents, aunts, uncles, nieces, nephews, parents-in-law, siblings-in-law, grandparents-in-law, adopted and step members, and foster children.
- 7.4 Additional Leave
The terms of this Article shall not preclude the granting of additional leave time with or without pay. The purpose of this leave cannot be for employment elsewhere.
- 7.5 Sabbatical Leave
Teachers may request sabbatical leave as outlined in District policy.
- 7.6 Leaves of Absence
Any tenured unit member may make application for a Leave of Absence through the Superintendent to the Board of Education no later than April 1 (other than child rearing leave) of the year preceding the intended leave of absence. Seniority and contractual benefits will not accrue during any unpaid leave of absence. The purpose of this leave cannot be for employment elsewhere.
- 7.7 Sick Days
- 7.7.1 Teachers shall be entitled to fifteen (15) sick days with full pay for personal illness or illness in the immediate family. TA's shall be entitled to ten (10) sick days with full pay for personal illness or illness in the immediate family. These days shall be available as of the first working day of each school year whether or not the unit member reports for duty on that day. Sick days may be accumulated from year to year to a maximum of 325 days thereafter. TA's can accumulate up to 150 days.
- 7.7.2 Long-term substitute unit members will have their sick days pro-rated based on their date of hire/leave and in a manner agreeable to both the District and the Association.
- 7.7.3 Unit members hired after the start of the school year will have their sick days pro-rated based on their date of hire and in a manner agreeable to both the District and the Association.
- 7.7.4 The Superintendent may require a doctor's certificate for absences in excess of

five (5) consecutive days, which is claimed as sick leave.

7.7.5 Immediate family members for the purpose of determining sick days are considered as follows: spouse, children, parents, siblings, grandparents, great-grandparents, aunts, uncles, nieces, nephews, parents-in-law, siblings-in-law, grandparents-in-law, adopted and step members, and foster children.

7.8 Child Bearing Leave

7.8.1 Child bearing leave shall include paid leave for pregnancy and childbirth related disability. The District will initiate FMLA as appropriate.

7.8.2 A unit member who incurs disability as a result of pregnancy or childbirth shall be entitled to utilize the paid sick leave provisions of this Agreement. A unit member who exhausts paid leave during such disability shall be entitled to unpaid leave until the termination of the disability.

7.8.3 In the event that a unit member does not request a child rearing leave, she shall be expected to return to work at the termination of her period of disability.

7.9 Child Rearing Leave

7.9.1 Child rearing leave shall be an unpaid leave for child rearing purposes. Unit members may apply for a child rearing leave which shall be granted as an unpaid leave.

7.9.2 A child rearing leave shall be granted to a unit member after she has given birth or to a unit member whose spouse has given birth or to a unit member who has legally adopted a child.

7.9.3 Written request for such leave shall be made at least sixty (60) calendar days prior to the anticipated commencement of the leave. In emergency situations the sixty (60) day time period shall be waived.

7.9.4 A child rearing leave shall be without pay or benefits, but the unit member whose insurance is not covered under FMLA, may continue health insurance by contributing the full cost of the premiums therefore.

7.9.5 A child rearing leave shall continue until a mutually agreed upon date. A child rearing leave is limited to three (3) semesters per child.

7.9.6 A husband and wife may not invoke this leave simultaneously. Seniority and contractual benefits do not accrue during an unpaid child rearing leave.

- 7.10 Jury Duty
7.10.1 No deductions shall be made from a unit member's salary because he/she has performed jury duty.
- 7.10.2 The unit member shall be required to provide the school district with any money received for performing jury duty with the exception of money paid for reimbursement of travel or parking or meals.

7.11 Sick Leave Bank

7.11.1 SECTION 1: PURPOSE & MEMBERSHIP

The purpose of the Sick Leave Bank is to provide additional benefit to unit members in the event of their own serious, extended illness, accident or catastrophic injury.

The District and the Association agree to the establishment of a new Sick Leave Bank beginning July 1, 2010. This Sick Leave Bank will replace the existing Bank.

- A. The Bank will be established with two hundred twenty five (225) days.
- B. Unit members who owe Bank days PRIOR TO July 1, 2010 will continue to pay those days back to the District at the rate of a minimum of eight (8) days per year. Days owed to the bank prior to July 1, 2010 will not be applied to the balance of days in the new bank.
- C. If a unit member leaves the District owing days borrowed prior to July 1, 2010 those days will be returned to the District in the following manner:
- (1) Any remaining Sick Days in the unit member's individual sick leave reserve shall be applied to the outstanding balance.
- (2) If there are still days owed those days will be returned to the District from the existing bank at a rate of 20 days per year until the outstanding balance is removed.
- D. To gain membership, current unit members must contribute one (1) day. Unit members hired after July 1, 2010 must contribute two (2) days to join the bank.
- E. Membership is open on an annual basis between September 1st and October 15th, or during the first forty-five (45) days of employment in the District.
- F. Only Sick Leave Bank Members may apply for withdrawal of days from the Sick Leave Bank.

G. Current Members of the Sick Leave Bank may voluntarily contribute days to the Bank during the following two (2) time periods: September 1st to October 15th and/or May 15th to June 15th

7.11.2 SECTION 2: GUIDELINES FOR WITHDRAWAL

A. There will be a Sick Leave Bank Committee made of up to four (4) unit members and the Superintendent or designee. The Association president shall appoint a chairperson.

B. All applications for withdrawal of days from the Bank will be made on the Sick Leave Bank application form and submitted to the Sick Leave Bank Committee for their consideration. Only fully completed applications will be considered. A copy of the application form can be found in Appendix C of the Agreement.

C. Application to the Sick Bank must be made in a reasonable time period.

D. Once the completed application is received by the Sick Bank Leave Committee chair-person, the Committee has five (5) work days to meet, decide and respond.

E. An applicant may request up to thirty (30) days at one time. The applicant may request additional days by completing the application form referenced in Section 2-B. Unit members may draw a maximum of ninety (90) days in one school year. Each request will be reviewed on its own merits.

F. No unit member will be considered for days from the Sick Leave Bank until all accumulated sick leave has been exhausted.

7.11.3 SECTION 3: MISCELLANEOUS

A. The Sick Leave Committee Chairperson shall be responsible for coordinating all transactions involving Bank Days with the District's designated representative.

B. Sick Bank members must pay back borrowed days at a minimum of eight (8) days per year.

C. If the Bank falls below one hundred seventy-five (175) days, the District and the Association agree to open a forty-five (45) day window period for voluntary contributions from bank membership. If the days in the Bank are not returned to a minimum of one hundred seventy-five (175) as a result of voluntary contributions, all bank members will be assessed one (1) additional day.

D. Any Sick Bank Days that have been granted and are not used shall be returned to the Bank.

E. In the event that a Sick Bank member is incapacitated as a result of his/her own serious, extended illness, accident or catastrophic injury, he/she will automatically be granted up to the maximum of ninety (90) days. Verification of the need will be required.

F. All decisions of the Sick Leave Committee are final and not subject to further consideration, review, appeal, grievance procedure, or arbitration.

7.12 All Leaves of Absences

The teacher is required to provide the district 30 days notice prior to the expiration of the leave of his/her intent to return to the district.

8.0 UNIT MEMBER OBSERVATIONS, EVALUATIONS AND RECORDS

8.1 The District and the Association agree that they will conduct negotiations concerning the APPR (or amendments to the provisions of this agreement relating to the APPR) as soon as practicable after adoption of the regulations of the Commissioner of Education required by Chapter 103 of the Laws 2010, to the extent necessary to comply with said regulations.

8.2.1 Non-Tenured Unit Member Procedures for Evaluation

Non-tenured unit members shall be formally observed at least two (2) times per year, with the final observation being prior to June 1st of each school year. A formal classroom observation may cover a complete lesson or class period.

Unit members other than teachers and TA's will be observed in accordance with the activities/duties associated with their position (ex. OT, PT, counselor, social worker, speech therapist, etc.) The additional evaluation tool will be negotiated by the agreed upon committee.

8.2.2 The observation will be followed within one week by a post observation conference during which the evaluation will be discussed. The written report of the observation and evaluation is to be signed by both the evaluator and the unit member. Unit member comments may be added to the written form. A copy of these comments shall be placed in their personnel file.

8.2.3 Tenured unit members will be formally observed a minimum of once every two years.

8.2.4 The performance of unit members in positions as coaches, advisors, and teacher leaders will be reviewed on an annual basis.

8.3 Protection of Non-Tenured Unit Members

Each unit member who is not to be recommended for appointment for tenure, shall be so notified by the Superintendent in accordance with Education Law.

- 8.4 Unit Members with Tenure
A tenured unit member may only be reprimanded, reduced in rank or compensation, dismissed or deprived of any professional advantage for cause and in accordance with Education Law.
- 8.5 Unit Member Observations/Evaluations
- 8.5.1 All monitoring or observation of the work performance of a unit member will be conducted openly, and with full knowledge of the unit member.
- 8.5.2 Only certified administrators employed by the district as such shall prepare the evaluation of unit members.
- 8.5.3 If the performance of a unit member is less than satisfactory, then said unit member must be so advised, in writing, including specific deficiencies that are the cause of the determination that the performance is unsatisfactory. The unit member must be provided the opportunity and assistance to overcome these deficiencies.
- 8.6 Unit Member Records
Unit Members will have the right, upon request, to review the contents of their personal files and if the unit members so request, they may have a unit member representative designated by the Association accompany them at such review.
- 8.7 Unit Member Response
Each unit member shall have the right to have included in his/her personal file his/her response to any evaluations or comments placed therein, provided such response is signed and dated by the unit member.
- 8.8 Reprimands
When a reprimand or warning is to become a matter of record, the unit member involved shall be given the opportunity to discuss the matter with his/her Administrator.
- 8.9 Year End Evaluation
Each unit member shall be provided with their completed end of year evaluation at least one week prior to the last unit member work day. If desired, a formal meeting may be requested by either the unit member or administrator who prepared the evaluation.
- 8.10 Instrument Design
A committee shall be appointed to arrive at an acceptable instrument of evaluation. This committee shall be comprised of two administrators and two unit members appointed by the Association.

- 9.0 MISCELLANEOUS
- 9.1 Copies of Board Agenda
The Agenda for regularly scheduled Board meetings shall be e-mailed to Association members no later than the morning of the meeting.
- 9.2 Reprisals Prohibited
There will be no reprisals of any kind taken against any unit member by reason of his/her membership in the Association.
- 9.3 Tax Sheltered Annuity
The District shall make deductions from the pay of unit member for the purchase of Tax Sheltered Annuities (TSA) as directed by such unit member. The monies so deducted shall be paid by the District to any district approved vendor designated in writing by such unit member to receive such monies. The District shall make deductions from unit members in accordance with IRS regulations to any District approved vendor.
- 9.4 Credit Union
When the eligibility for membership is established, the District shall deduct from the salaries of its employees an amount individually and voluntarily authorized and transmit said amount to the designated Credit Union on the pay date on which deductions are made.
- 9.5 Dues Deduction
- 9.5.1 The District hereby agrees to deduct from the salaries of unit members covered by this Agreement who voluntarily execute a dues deduction authorization form, dues for membership in the Association. The Association will notify the District of members and dues.
- 9.5.2 Amounts thus deducted shall be transmitted to the Association as soon after the paychecks from which the dues were deducted are delivered to the unit members but not later than one week following such pay date.
- 9.5.3 If the rate of membership dues changes, the Association shall give District thirty (30) days written notice prior to the effective date of such change.
- 9.5.4 The dues deduction authorization forms shall be transmitted to District no later than two (2) weeks prior to the third pay date of the school year. Deductions shall be made in ten (10) equal installments beginning with the third paycheck of the school year.
- 9.6 Agency Fee
- 9.6.1 It is agreed that the Holley Central School Teachers' Association has the right to assess all unit members in the bargaining unit an agency fee as provided by law.
- 9.6.2 The Association agrees to indemnify and save the Board of Education and the

Superintendent harmless against any and all claims, demands, suits or other forms of liability that might arise out of or by reasons of any action taken or not taken in respect to the deduction of dues or agency fees pursuant to this article.

9.7 Rehired Full Time Substitutes

If a full time substitute teacher has taught in the Holley District for more than one semester and is rehired during the following term, that teacher will be granted a salary increment and all other adjustments and benefits as though he/she had been regularly employed during the entire previous year as a regular teacher.

9.8 Children of Teachers

Teachers who reside outside the District and choose to have their children educated in the Holley Central Schools will not be charged tuition, providing they do not require any contracting services. The District will not provide transportation.

10.0 NYSUT Benefit Trust & VOTE/COPE

10.1 The District will deduct NYSUT Benefit Trust payments, in the amount designated by the employee, from the salaries of employees who voluntarily execute a NYSUT Benefit Trust Deduction form.

10.2 Vote-Cope Deductions

The District will deduct VOTE-COPE contributions in the amount designated by the employee, from the salaries of employees who voluntarily execute a VOTE-COPE deduction form in accordance with agreed upon procedures. Vote-Cope deduction forms will be provided by the Association.

11.0 SALARY AND BENEFITS

11.1 Salary Schedules

The salary schedules are attached as appendices. Teachers will advance one step on each salary schedule each year provided they are credited with a minimum of 40 paid days in that school year.

11.1.2 Beginning in the 2009-2010 school year, teachers who have reached Step 21 in the previous school year will be moved off-step.

11.1.3 Beginning in the 2009-2010 school year off-step teachers shall receive an annual increase of \$1,200.00.

11.1.4 Teachers who did not receive a step increment in for the 2008-2009 school year will receive a one-time payment of \$600. The \$600 payment will not be added to the unit member's base salary.

11.2 Teaching Assistant Salaries

11.2.1 The Salary Schedule (Appendix B4) for Teaching Assistants will be eliminated.

Teaching Assistants hired prior to July 1, 2010 will receive an annual increase of \$1,000 effective as of 2009/2010 school year:

11.2.2 The starting salary for Teaching Assistants hired after July 1, 2010 will be \$14,500 for the duration of this Agreement.

11.2.3 Teaching Assistants hired after July 1, 2010 will receive an increase of 3.5% for the 2011-2012 school year.

11.2.4 Holley TA's who sub for teachers will be paid the current teacher sub rate OR the TA's regular rate of pay, whichever is greater.

11.3 All unit members who were employed during the 2009-2010 school year shall be entitled to any retroactive salary payments regardless of their current employment status.

11.4 All salaries will be pro-rated based on the unit members hire date and a manner agreeable to both the District and the Association.

11.5 Part-time Unit Members

11.5.1 Part-time unit members will be defined as the following: (FTE equals full-time equivalent)

A. Under the traditional schedule:

1. one assignment is .17 FTE
2. two assignments are .33 FTE
3. three assignments are .5 FTE
4. four assignments are .67 FTE
5. five or six assignments are considered full-time

B. Under a block schedule:

1. one assignment is .2 FTE
2. two assignments are .4 FTE
3. three assignments are .6 FTE
4. four assignments are .8 FTE
5. five assignments are considered full-time

*if the assignments are not scheduled consecutively, a one (1) period gap will be considered a preparation period. No supervisory assignments will be given unless they are considered to be an additional assignment.

11.5.2 Part-time unit members will receive all pay and benefits on a pro-rated basis. For

example, if the teacher is .5 FTE, they will receive .5 of the salary, Master's stipend, graduate hours pay, career increments, health insurance or payment in lieu of health insurance, dental insurance sick days and personal days. They will not be eligible for life insurance unless they were a full-time teacher at some point in their career at Holley. If life insurance is received, it will also be on a pro-rated basis.

11.6 Career Increments

11.6.1 A professional career increment will be added to the base salary as indicated below. To initially qualify for a career increment, a teacher must complete 20 years of service with 15 years in the Holley Central School District.

Once a teacher initially qualifies for a career increment and is appropriately placed on the career increment schedule, they will advance one year for each year of active additional service.

Only one career increment is awarded each year and they are not cumulative.

The District will recognize all service that has been recognized by the New York State Teachers' Retirement System. Additional itinerant substitute teacher service will not be recognized.

11.6.2 In addition, the District will recognize regular PreK-12 teacher service that can be verified. It is the responsibility of the teacher to provide verification to the District. No retroactive adjustments will be made for career increment placement that may have occurred prior to the implementation of the July 1, 1999 to June 30, 2003 Agreement.

11.6.3 Career Increments

After 20 years	\$ 3,000
After 21 years	\$ 3,000
After 22 years	\$ 3,000
After 23 years	\$ 4,000
After 24 years	\$ 4,000
After 25 years	\$ 4,000
After 26 years	\$ 6,000
After 27 years	\$ 6,000
After 28 years	\$ 8,000
After 29 years	\$ 8,000
After 30 years	\$11,000

11.7 Graduate Hours

11.7.1 Pay for graduate hours will be fifty (\$50) dollars per graduate hour to a maximum of sixty (60) hours. Teachers being paid as of June 30, 1984, above sixty hours will be compensated for all their hours, but that number will become the maximum for that particular individual.

11.7.2 Teachers, at their own option, may choose to have the district pay the cost of tuition, at the local SUNY College rate, for any courses that are required for professional certification and/or masters for their initial certification. Teachers who select this option must remain in the district for five years after the completion of the course, or reimburse the district at a pro-rated amount of twenty percent 20% per year per course for each year fewer than five years.

11.7.3 Any teacher who chooses to have the district reimburse them for graduate tuition cannot receive payment at any time for those hours.

11.7.4 Payment for the first 15 graduate hours will be made after submissions of grade reports showing completion of the course work. When 15 hours have been completed, the teacher shall submit an official transcript for those hours. Grade reports shall then be submitted until the teacher has obtained sufficient credits for professional certification, at which time another official transcript shall be submitted. Professional certification graduate hours will be paid for after presentation of grade reports, and a transcript shall be required only after each 15 hour block of graduate credits are earned, that is after 45 total credits and after 60 total credits.

All payment for graduate hours will be pro-rated based on the unit members hire date and a manner agreeable to both the District and the Association.

11.7.5 Eligible Graduate hours shall be paid on a pro rated basis commencing with the next semester. In order to be eligible for payment, they shall be submitted within a thirty- (30) day period from the start of the semester in which payment is requested.

11.8 Master's Degree Stipend

A stipend of five hundred dollars (\$500) will be paid to teachers holding a master's degree. Payment will be made upon the teacher presenting written verification from the college that the teacher obtained a master's degree.

The stipend shall be included in the teachers' regular payroll. This stipend is not retroactive.

The stipend will be pro-rated based on the unit member's hire date and a manner agreeable to both the District and the Association.

11.9 Standardized hourly Rates (Appendix B-5)

Supervisory	\$20.00
Professional	\$25.00
Instructional	\$35.00

11.10 Health Insurance

11.10.1 The district shall offer both the traditional (Whole Health Program Blue Cross & Blue Shield of Western New York, Inc.) and Choice Plan (Point of Service) coverages offered through the Orleans-Niagara BOCES Health consortium.

All unit members hired after November 1, 2004 may join only the Point of Service Plan.

11.10.2 For the traditional plan, the district will pay 80% for either individual, two-person or family coverage as applicable for teachers.

11.10.3 For the Point of Service Plan, starting in the 2010-2011 school year the District will pay 94% of the premium for either individual, two-person, or family coverage as applicable for teachers.

11.10.4 The unit members' cost of the Point of Service Plan for the 2010-2011 school year will be pro-rated based on the date of the ratification of the contract.

11.10.5 Teaching Assistants may take Point of Service health insurance as a single, two (2) person, or family plan.

Beginning in the 2010-2011 school year Teaching Assistants shall pay the following:

Single Plan: \$200/per year

Two Person: \$400/per year

Family: \$400/per year plus the difference from a two (2) person plan/per year.

11.10.6 Unit members who are enrolled in a District sponsored health insurance plan will receive \$100 in the 2010-2011 school year and \$100 in the 2011-2012 school year to be placed in a 105h plan. The payment into the 105h plan will be prorated based on the date of hire and in a manner agreeable to both the District and the Association.

11.10.7 October 1, 1996, deductibles will go into effect for medical coverage. The deductible will be \$200 for an individual coverage, \$400 for a two-person coverage, and \$400 for a family coverage. For the traditional plan, on November 1, 2004, the prescription drug co-pay will be \$5 for generic drugs, \$15 for brand name drugs, and \$20 for non-formulary drugs.

11.10.8 The Point of Service prescription drug co-pays will be: \$5 generic, \$10 for brand names and \$25 for non-formulary.

11.10.9 Unit members presently enrolled in existing plans shall be automatically covered unless they individually withdraw.

- 11.10.10 Unit members not presently enrolled in the existing plans shall submit a request for coverage in writing to the Superintendent.
- 11.10.11 The coverage shall include the full calendar year.
- 11.11 Payment In Lieu of Health Insurance
- 11.11.1 Any unit member who does not enroll in the health insurance plans will receive \$2,500 for the 2010—2011 school year and every year thereafter. The dental plan is not affected by this clause.
- The payment will be prorated based on the date of hire/ leave and in a manner agreeable to both the District and the Association.
- 11.11.2 Health Insurance shall be deemed to exist from July 1st of each year to June 30th of the succeeding year.
- 11.11.3 When a continuing employee elects payment in lieu of Health Insurance, the amount they will receive shall be calculated as follows: 1/12 times the amount identified in the Payment in Lieu of Health Insurance section (11.11.1) times the number of months remaining in the school year (July-June), commencing with the effective date that insurance ceases.
- The dollar value as calculated above shall be spread equally over the remaining pay periods in the year commencing with the first available pay period in which adjustments can be made to reflect the additional amount.
- 11.11.4 New unit members will receive 1/10 the amount identified in the Payment in Lieu of Health Insurance section (11.11.1) for each month they are not covered under the District Health Insurance Plan up to a maximum of the amount identified in Payment in Lieu of Health Insurance section (11.11.1). Payment will spread equally over remaining regular pay periods.
- 11.11.5 Health insurance elections must be made by June 15th (during the enrollment period) of the prior year. Elections may not be changed during that school year unless there is a life change: e.g. marriage, divorce, birth, loss of insurance by a spouse, death, etc. during the year.
- 11.12 Sick Leave Conversion for Retirement
- 11.12.1 For retirement purposes pertaining to teachers, unused sick leave may be accumulated up to 310 days thereafter from the beginning of a teacher's employment by the school district. The dollar value of such unused sick leave may be used to purchase a portion of, or all of, the cost of continuation after retirement for the teacher and/or spouse in the current district group health insurance plan until such sum is exhausted.

The dollar value of unused sick leave shall be calculated by multiplying 1/200th

of the average salary for any consecutive (5) year period, by fifty-five hundredths (.55) times the number of unused sick days. The 5 year period shall be selected by the teacher.

Lump sum payments representing unused sick leave will not be permitted in any form.

When unused sick leave is exhausted, the teacher and/or spouse may remain under the group plan at their own expense.

- 11.12.2 For retirement purposes pertaining to TA's, unused sick leave may be accumulated to a maximum of 150 days. The dollar value of such unused sick leave may be used to purchase a portion of, or all of, the cost of continuation after retirement for the TA and/or spouse in the current district group health insurance plan until such sum is exhausted.

The dollar value of unused sick leave shall be calculated by multiplying 1/200th of the average salary for any consecutive (5) year period, by twenty-five hundredths (.25) times the number of unused sick days. The 5 year period shall be selected by the TA.

Lump sum payments representing unused sick leave will not be permitted in any form.

When unused sick leave is exhausted, the TA and/or spouse may remain under the group plan at their own expense.

11.13 Dental Policy

The District will pay the annual premium of the NYSUT Member Benefits endorsed Delta Dental Plan.

11.14 Medical Exams

- 11.14.1 Any medical examination furnished by the school physician or his/her designee shall be at no cost to the unit member.

- 11.14.2 The services of the school physician or his/her designee shall be offered for all required medical examinations except pre-employment examinations.

11.15 Life Insurance

- 11.15.1 The District shall provide group life insurance to all unit members through the NYSUT Member Benefits endorsed life insurance plan who have completed one year of service in the District.

- 11.15.2 The policy shall be in an amount equal to the annual salary adjusted to the next higher \$1,000 limited to a maximum of \$50,000.

- 11.15.3 The amount of life insurance will be reduced fifty (50) percent at retirement unless the unit member elects to pay the other fifty (50) percent of the premium.
- 11.15.4 If at retirement a unit member has been employed by the District for twenty (20) years, his/her insurance will continue at no cost to unit member.
- 11.15.5 If at retirement a unit member has been employed by the District for ten (10) years, the insurance will continue at the rate of unit member contribution.
- 11.15.6 If at retirement a unit member has been employed by the District for less than ten (10) years, the insurance will cease.
- 11.15.7 For unit members electing to participate in this program, the entire costs will be paid by the Board.

11.16 Paycheck Options

Unit members may elect to receive paychecks in one of two ways:

- Twenty-one (21) installments
- Twenty-six (26) installments with the final check being equal to six checks or as is presently programmed.

Unit members must choose one option during the first week of September. A written request for such option must be filed with the Superintendent. There will also be two clean-up payrolls during the school year. These payrolls will be in December and June.

11.17 Section 125 Flexible Benefit Plan

A complete Section 125 Flexible Benefit Plan will be in place at no cost to unit members. The Administrator of the plan shall be mutually acceptable by the Association and the District.

11.18 Long Term Substitute Unit Members

11.18.1 Long-term substitute unit members are recognized as members of the bargaining unit. Substitute unit members, whose anticipated service from the onset is in excess of 40 days in the same assignment, will be considered long term substitutes as per board approval.

11.18.2 A substitute will be classified as a long-term substitute after having been assigned to the same assignment for 40 days.

For the 16th through the 40th day in the same assignment, substitute teachers shall be paid double the itinerant substitute rate.

Beginning with the 41st day, starting salary and benefits excluding health care and payment in lieu of health care will be made retroactive to the first day of the assignment.

- 11.18.3 Long term substitute unit members are eligible for applicable health care on their 91st day of service.
- 11.18.4 The District shall not terminate substitute teachers for the purpose of avoiding the salary and benefits afforded a long-term substitute. In case of a claimed violation, the burden of proof shall be on the District.
- 12.0 ASSOCIATION ACTIVITIES
- 12.1 Communications
The Association may post notices of its activities on one unit member bulletin board in each building, provided, however, that no such notice shall be inflammatory in any manner or shall be directed against any member of the administration or the Board of Education.
- 12.2 Special Meetings
The Association may present brief reports and announcements after the adjournment of faculty meetings provided the principal is given advance notice.
- 12.3 Conducting Business
The Association shall be permitted the use of school buildings, facilities, and equipment during the school year providing such use does not interfere with school programs.
- 12.4 Board of Education Meetings
- 12.4.1 The Association shall be given a place on the agenda of all regular board meetings.
- 12.4.2 The Association shall receive one copy of the minutes of each board meeting as soon as they are approved.
- 12.5 Delegate Leave Time
- 12.5.1 A unit member who is elected delegate shall be allowed up to three (3) paid leave days each year for the purpose of attending the annual convention of the state organization.
- 12.5.2 A unit member, who is an elected delegate, shall be allowed up to one (1) paid day each year to attend the Retirement Fund Meeting with prior approval of the superintendent.
- 12.6 Release Time
Whenever representatives of the Association are mutually scheduled by the parties to participate during working hours in conferences, meetings, or negotiations, they shall suffer no loss in pay and the cost of any substitute for such period shall be shared equally by the parties.

- 12.7 Association President
- 12.7.1 The Association President may leave his/her building for Association business provided he/she signs out. The District will attempt to schedule the president's preparation period so that he/she can effectively perform Association business at such time.
- 12.7.2 The Association President or his/her designee will be granted five (5) days leave with pay annually for Association business.
- 13.0 WORK YEAR
- 13.1 Length of Work Year
- The unit members work year shall be no more than one hundred and eighty-six (186) days. The first work day cannot be the Friday before Labor Day. The last work day is to be mutually agreed upon based on the Regents schedule.
- 13.2 Orientation Day for New Unit Members
- Unit members who are beginning their first year of employment in the District may be required to attend two (2) orientation days prior to the beginning of the unit member work year and will be compensated at the professional rate.
- 13.3 School Calendar
- The school calendar will be drawn by the Superintendent in conformance with the BOCES calendar. Two (2) members of the Association, appointed by the President of the Association, will act in an advisory capacity.
- 13.4 Rescheduled Vacation Days
- Days scheduled as vacation days may be rescheduled as work days provided that the length of the school year is not violated.
- 13.5 Student Free Work Day
- Elementary unit members will have a full student free workday prior to the day final fourth quarter grades are due for elementary students.
- 14.0 NEGOTIATIONS PROCEDURE AND DURATION
- 14.1 Negotiations Procedures
- When it becomes necessary or appropriate to reopen or renegotiate the contract, the party wishing to negotiate will inform the other party no later than February 1st of the same calendar year.
- 14.2 At the first negotiation session, each party shall exchange their concerns.
- 14.3 When all items are agreed upon, they shall be taken to each side's reference group (Association or Board of Education) for ratification. Ratification shall consist of a positive majority vote of each reference group.
- 14.4 Upon ratification, the head negotiator for the Association, its President, and the

Superintendent shall sign the contract and it shall become effective for the dates specified.

14.5 This Agreement may not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties. No departure from any provisions of this Agreement by either party, or by their offices, agents, or representatives or by members of the negotiating unit shall be construed to constitute a continuing waiver of the right to enforce such provisions. This Agreement shall supersede any rules, regulations, or practices of the Board, which shall be contrary or inconsistent herewith.

14.6 Duration of Agreement

14.6.1 This Agreement constitutes the full and complete agreement of the parties.

14.6.2 The Agreement may be altered by mutual written consent of each party.

14.6.3 The Agreement shall become effective July 1, 2008 and shall be in effect until June 30, 2012.

Holley Teachers' Association Negotiations Chair

Date

Holley Central School District Superintendent

Date

Holley Teachers' Association President

Date

Appendix B-1
NON-ATHLETIC EXTRACURRICULARS
2008—2012

	<u>2008—2009</u>	<u>2009—2010</u>	<u>2010-2011</u>	<u>2011-2012</u>
Yearbook Advisor				
*K-6	1,519	1,519	1,561	1,608
*7-8	1,519	1,519	1,561	1,608
*9-12	2,250	2,250	2,312	2,381
Student Newspaper				
*Elementary 5@	202	202	208	214
*Secondary 5@	202	202	208	214
*Musical Director	2,925	2,925	3,005	3,096
Class Advisors				
*Senior	1,687	1,687	1,733	1,785
*Junior	1,069	1,069	1,098	1,131
*Sophomore	844	844	867	893
*Freshman	844	844	867	893
Student Council				
*K-6	1,350	1,350	1,387	1,429
*7-8	1,350	1,350	1,387	1,429
*9-12	1,350	1,350	1,387	1,429
*Summer Band	1,125	1,125	eliminated	eliminated
*Summer Lessons	900	900	eliminated	Eliminated
*Drum Line	281	281	eliminated	eliminated
*Color Guard	281	281	eliminated	eliminated
*AV-Elementary I	900	900	eliminated	eliminated
*AV-Elementary II	900	900	eliminated	eliminated
*National Honor Society	675	675	694	714
*National Junior Honor Society	675	675	694	714
*Youth In Government	900	900	eliminated	eliminated
*Spanish Club	675	675	694	714
*Master Minds I	675	675	694	714
*Master Minds II	675	675	694	714
*Technology Club	675	675	694	714
*Summer Curriculum Coordinator	2,475	2,475	2,475	eliminated
*K-12 Odyssey of the Mind	1,519	1,519	1,561	1,608
Chaperones				
Dance (each)	56	56	\$20/hr	\$20.hr
Ticket Takers, etc. (each)	56	56	\$20/hr	\$20.hr
All-County State (event)	67	67	\$20/hr	\$20/hr
Timekeepers	56	56	\$20/hr	\$20/hr

*2% for each year's experience in the position or related positions to be added to base figure.

Appendix B-2
 ATHLETIC EXTRACURRICULARS
 2008—2012

	<u>2008-2009</u>	<u>2009-2010</u>	<u>2010-2011</u>	<u>2011-2012</u>
*#Athletic Director	4,218	4,218	4,334	4,464
*Basketball (Boys' and Girls')				
Varsity	3,543	3,543	3,640	3,750
JV	2,700	2,700	2,774	2,857
8 th	1,490	1,490	1,531	1,577
7 th	1,490	1,490	1,531	1,577
*Wrestling (Co-ed)				
Varsity	3,543	3,543	3,640	3,750
JV	2,700	2,700	2,774	2,857
Modified	1,490	1,490	1,531	1,577
*Soccer (Boys' and Girls')				
Varsity	2,868	2,868	2,947	3,035
JV	2,362	2,362	2,427	2,500
Modified	1,265	1,265	1,300	1,339
*Volleyball (Girls')				
Varsity (New 10-11)			2,947	3,035
JV (New 08-09)	2,362	2,362	2,427	2,500
Modified (New 07-08)	1,265	1,265	1,300	1,339
*Cross Country (Co-ed)				
Varsity	2,868	2,868	2,947	3,035
Modified	1,265	1,265	1,300	1,339
*Baseball (Boys')				
Varsity	2,868	2,868	2,947	3,035
JV	2,362	2,362	2,427	2,500
*Softball (Girls')				
Varsity	2,868	2,868	2,947	3,035
JV	2,362	2,362	2,427	2,500
*Tennis (Co-ed)				
Varsity	2,109	2,109	2,167	2,232
Modified	1,265	1,265	1,300	1,339
*Football (Co-ed)				
Varsity	2,868	2,868	2,947	3,035
Assistant Varsity	2,582	2,582	2,653	2,733

*2% for each year's experience in the position or related positions to be added to base figure.
 #Athletic Director will have two (2) periods per day release time to complete duties.

Appendix B-2
NON-ATHLETIC EXTRACURRICULARS (continued)
2008—2012

	<u>2008-2009</u>	<u>2009-2010</u>	<u>2010-2011</u>	<u>2011-2012</u>
*Football (Co-ed) continued				
JV	2,362	2,362	2,427	2,500
Assistant JV	2,137	2,137	2,196	2,262
Cheerleading (Co-ed)				
*Soccer	1,265	1,265	1,300	1,339
*Basketball	1,687	1,687	1,733	1,785
*Basketball Assistant	1,265	1,265	1,300	1,339
*Football	1,265	1,265	1,300	1,339
*Track (Co-ed)				
Varsity	2,868	2,868	2,947	3,035
Assistant Varsity	2,025	2,025	2,081	2,143
Modified	1,265	1,265	1,300	1,339
Assistant Modified	1,181	1,181	1,213	1,250
*Golf (Co-ed)	2,100	2,100	2,100	2,100
Intramurals				
*Boys' Basketball (4-6)	253	253	260	268
*Boys' Basketball (7-8)	253	253	260	268
*Wrestling (2-6)	253	253	260	268
*Gymnastics Club (5-8)	422	422	434	447
*Softball (7-8)	197	197	202	208
*Girls' Volleyball (7-8)	197	197	202	208

*2% for each year's experience in the position or related positions to be added to base figure.

#Athletic Director will have two (2) periods per day release time to complete duties.

Appendix B-3
TEACHER SALARY SCHEDULE
2008—2012

STEP	2008-2009	2009-2010	2010-2011	2011-2012	STEP
1	33,916	34,916	35,816	36,526	1
2	35,041	36,041	36,941	37,441	2
3	36,210	37,210	38,230	38,650	3
4	37,423	38,423	39,433	39,943	4
5	38,327	39,327	40,687	41,162	5
6	39,661	40,661	41,641	42,441	6
7	41,106	42,106	43,056	43,446	7
8	42,218	43,218	44,528	44,868	8
9	43,997	44,997	45,682	46,427	9
10	45,553	46,553	47,523	47,708	10
11	47,221	48,221	49,091	49,616	11
12	48,917	49,917	50,802	51,191	12
13	50,566	51,556	52,502	52,941	13
14	52,001	53,001	54,141	54,661	14
15	53,891	54,891	55,691	56,396	15
16	55,648	56,648	57,713	58,118	16
17	57,783	58,783	59,583	60,173	17
18	60,510	61,510	61,780	62,180	18
19	63,432	64,432	65,532	65,532	19
20	67,440	68,440	68,472	69,222	20
21	72,104	73,104	73,440	73,472	21

*Beginning in the 2009-2010 school year, teachers who have reached Step 21 in the previous school year will be moved off step.

*Beginning in the 2009-2010 school year, off-step teachers shall receive an annual increase of \$1,200.

Appendix B-4
TEACHING ASSISTANT SALARY SCHEDULE
2008—2010

This schedule was used for the 2008-2009 and 2009-2010 school years. The new agreement eliminates the salary schedule for Teaching Assistants.

STEP	2008-2009	2009-2010	STEP
1	13,856	13,960	1
2	14,341	14,448	2
3	14,843	14,954	3
4	15,362	15,477	4
5	15,900	16,019	5
6	16,456	16,580	6

Holley TA's who sub for teachers will be paid the current teacher sub rate OR the TA's regular rate of pay.

APPENDIX B-5
STANDARDIZED RATES

The list of activities below is not all-inclusive. When there is a question about an activity/event category, the HTA and the District will mutually decide where to place the activity. The standard hourly rates apply for activities/events outside the regular school day during the regular school year. Claim forms shall be submitted for all hours worked (including waiting for tardy parents).

Instructional \$35/hr	Professional \$25/hr	Supervisory \$20/hr
Academic Support Study Hall	Orientation/ New Teacher Academy Interns	Hawk's Nest (Jr/Sr sports study hall)
State Assessment Prep/ Review/ SAT Prep	Professional Development (in-service/ training for e-mail, school tool, content areas, etc.)	Chaperone (e.g. dance, concert, athletic event, musical, skiing, etc.)
Instructor for Professional Development	Summer curriculum writing	Fitness center
Twilight Support	Student Enrichment	Ticket taker
Extra Duty: Teachers covering other teachers during their unassigned periods		Timekeeper
Twilight School		
CAP Support		Music competitions (max. of 8 hours)
Tutoring		
Instructor for Parent/ Community after school activities (ELA/math nights, Elem. Fun nights, etc.)		Supervision for Parent/ Community after school activities ((ELA/math nights, Elem. Fun nights, etc.)

Specific Parameters

Activity/Event	Time	
Review/Prep for State assessments & SATs	Standard is 35 min for Jr/Sr High and 60 min for elementary (plus 30 min prep) after regular school hours. Changes in times will be mutually agreed upon by HTA & District.	
Elementary Academic support study hall	3:30 to 5:00	Max. number of students is 10 with a range of no more than 3 grade levels.
Jr/Sr High Academic support study hall	2:30 to 3:05	

APPENDIX B-5
STANDARDIZED RATES

Specific Parameters continued

CAP Support	As per MOA of 10/14/09 parameters only	
Twilight School	As per MOA of 10/14/09 parameters only	
Enrichment groups	Standard is 35 min for Jr/Sr High and 60 min for elementary (plus 30 min prep) after regular school hours. Changes in times will be mutually agreed upon by HTA & District.	Proposals to be submitted at least the semester prior to the activity Unit member determines grade level(s) Maximum of 20 sessions—admin will evaluate requests to exceed the maximum Unit member and principal can agree to remove a participant based on behavior District provides all materials
Parent/ Community after school activities (ELA/math nights, Elem. fun nights, etc.)		Strictly volunteer Participation, planning, implementation will be mutually determined by the coordinating administrator and the Association District will provide all materials Instructors will be remunerated for 30 minutes of planning for each hour of participation (e.g. The event is scheduled for one hour; the instructor will be paid for 30 min. of plan time for a total of 90 minutes)
Extra Duty		Strictly voluntary May only cover during unassigned periods

APPENDIX C
SICK BANK APPLICATION FORM

NAME _____ DATE _____

ADDRESS: _____

ADDRESS: _____

HOME PHONE: _____

SCHOOL BUILDING EMPLOYED AT: _____

DATE OF ILLNESS OR ONSET OF INJURY: _____

NATURE OF ILLNESS OR INJURY: _____

NUMBER OF DAYS YOU ARE REQUESTING FROM THE SICK BANK: _____

I HAVE APPLIED TO THE SICK BANK ALREADY THIS SCHOOL YEAR:

YES _____

NO _____

IF "YES," INDICATE THE NUMBER OF DAYS THAT YOU HAVE USED FROM THE BANK THIS YEAR: _____

ANTICIPATED DATE OF RETURN TO WORK: _____

Member Signature

Please attach this form to the front of a copy of a medical report from the Emergency Room Doctor or your personal physician which CLEARLY states the nature of the illness or injury including the anticipated amount of time that is needed for recovery.

Submit the completed packet to the Sick Bank Chairperson. Disposition will be completed and you will be notified according to the contract.

Memorandum of Agreement

This Memorandum of Agreement (MOA) regarding the Center for Alternative Program (CAP) and Twilight School is between the Holley Teachers' Association and the Holley Central School District and replaces the MOA dated June 10, 2009 regarding the salary for the TA in the Twilight School.

Center for Alternative Program (CAP)

- An alternative instructional program for students that takes place during the regular school day
- Staffing is a minimum of two unit members one of whom must be a teacher

CAP Support

- Academic, organizational, emotional, etc. support for MS/HS students that takes place after the regular school day

Twilight School

- An alternative instructional program for students, including those who have been suspended out of school (OSS), who cannot attend school during the regular school day, that takes place after the regular school day .
- Staffing is a minimum of one unit member (dependent on number of students)

Students are assigned to CAP or Twilight for various reasons by administration in consultation with the teacher in charge of CAP/Twilight who provides the instruction in these alternative programs.

2:30 to 5:00—Twilight & CAP Support

- A mutually agreed upon schedule will be developed prior to the first day of school for students by the HTA, the unit member assigned to CAP, and administration. The schedule may be re-evaluated periodically throughout the school year to adjust for student needs.
- If no students are assigned to Twilight School, the unit member does not report.
- If scheduled students do not report to Twilight within 30 minutes of the established start time, the unit member may leave and he/she will be paid for 30 minutes.
- If scheduled students report any time after 3:00 the unit member is not required to stay later than 5:00.
- If the students leave Twilight School (for the day, drink, etc.) and do not return within 15 minutes, the unit member will attempt to contact an administrator for instructions. If an administrator cannot be contacted, the unit member may leave, and he/she will document the student's absence.
- If parents are not timely in picking their child up, the unit member will get paid in 15 minute increments for the extra time he/she has to wait.
- If students leave Twilight School before 5:00, the unit member will be paid from the established start time until the time the students left.
- Limited to six (6) students per unit member unless mutually agreed upon by HTA and District.
- When CAP and Twilight students are assigned to overlapping times, the Twilight hourly rate prevails.
- Claim forms must be submitted to the immediate supervisor each Friday at the end of the pay period.
- The rate of pay is \$22.00 per hour or as listed in the current bargaining agreement.

CAP and Twilight are separate alternate programs. All times, staffing, and salary rates have been negotiated and are specific to these two programs. The program will be re-evaluated at the end of the year by the HTA, the unit member(s) assigned to CAP, and administration. All contractual provisions that are not specifically altered by the above shall remain in effect.

For the District

Date

For the HTA

Date