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HARPURSVILLE CENTRAL SCHOOL

AND

HARPURSVILLE TEACHERS ASSOCIATION

CONTRACT FOR 2010-2013

TABLE OF CONTENTS

PREAMBLE A 1
RECOGNITION B 1
NEGOTIATIONS PROCEDURE C 1
SCOPE OF AGREEMENT D 2
ACADEMIC AND INDIVIDUAL FREEDOM E 2
SECTION 1 - EMPLOYEES' RESPONSIBILITIES 3
SECTION 2 - TEACHER DISMISSAL 4
SECTION 3 - INDEMNIFICATION OF EMPLOYEES 4
SECTION 4 - ADJUSTMENT OF GRIEVANCES 5
SECTION 5 - PAID LEAVE DAYS 8
SECTION 6 - OTHER DAYS OFF 10
SECTION 7 - LEAVES OF ABSENCE 11
SECTION 8 - PHYSICAL EXAMINATIONS 14
SECTION 9 - EVALUATION OF TEACHERS IN THE CLASSROOM (APPR) 14
SECTION 10 - IN-SERVICE PROGRAMS 17
SECTION 11 - WORK SITE CONDITIONS 17
SECTION 12 - STAFF MEMBER FACILITIES 17
SECTION 13 - HEALTH INSURANCE 18
SECTION 14 - WORKER'S COMPENSATION 18
SECTION 15 - BARGAINING UNIT MEMBER AND ASSOCIATION RIGHTS 19
SECTION 16 - VACANCIES, PROMOTIONS, NEW POSITIONS AND ASSIGNMENTS ... 21
SECTION 17 - ORDERING SUPPLIES 22
SECTION 18 - SAVINGS PROGRAM 22
SECTION 19 - CONDITIONS OF EMPLOYMENT 22
SECTION 20 - WORK LOAD 23
SECTION 21 - AIDES AND TEACHING ASSISTANTS 26
SECTION 22 - LENGTH OF SCHOOL DAY 27
SECTION 23 - FACULTY MEETINGS 27
SECTION 24 - TEACHER FILES 27
SECTION 25 - EVALUATION OF TEACHING ASSISTANTS 28

SECTION 26 - DUES DEDUCTION 29
SECTION 27 - MAINTENANCE OF AGREEMENT 29
SECTION 28 - STUDENT DISCIPLINE 29
SECTION 29 - EMPLOYEE SALARY SCHEDULE 30
COMPENSATION 32
SECTION 30 - PUPIL SERVICES PERSONNEL 33
SECTION 31 - INTERSCHOLASTIC SPORTS 34
SECTION 32 - CO-CURRICULAR COMPENSATION 36
SECTION 33 - WORK YEAR 38
SECTION 34 - LABOR/MANAGEMENT MEETINGS 38
SECTION 35 - SIGNATURES 39
APPENDIX #1 40
APPENDIX #2 41
APPENDIX #3 43
APPENDIX #4 44

PREAMBLE A

In order to effectuate the provisions of Chapter 392 of the Laws of 1967 (The Public Employees' Fair Employment Act), to encourage and increase effective and harmonious working relationships between the Harpursville Central School and its Board of Education (hereinafter referred to as the "Board") and its employees represented by the Teachers Association of Harpursville Central School (hereinafter referred to as the "Association"), and to enable the employees more fully to participate in and contribute to the development of educational practices for the school district so that the cause of public education may best be served in the Harpursville Central School District, the Preamble is made a part of the agreement approved by the Board and Association.

RECOGNITION B

The Board has made a determination that the Association is supported by a majority of the employees in a unit composed of all full-time and half time professional teaching personnel and teaching assistants except the Superintendent, Guidance Director, Principals, Assistant to the Superintendent, Assistant High School Principal and Administrator in Charge of Special Education. The Board has recognized the Association as the exclusive negotiating agent for the employees in such unit, provided such recognition representation is not successfully challenged pursuant to law.

NEGOTIATIONS PROCEDURE C

1. Upon request of either party for a meeting to open negotiations, a mutually acceptable meeting date shall be set following such request. In any given school year, such request shall be made on or before February 1st preceding expiration of the contract. The issues proposed for discussion shall be submitted in writing by the Association and the District at the first meeting, and the parties shall have their counter proposals ready at the second meeting. The requirements of this article may be waived by agreement of both parties.

2. The Board and the Superintendent agree to furnish to the Professional Negotiation Committee, all information concerning financial resources of the District, tentative budget requirements and allocations, and such other information as will assist the Association in developing intelligent, accurate and constructive programs on behalf of the students, community and bargaining unit members.

3. Members of the Committee may be released from school duties without loss of salary when negotiation meetings are scheduled during the school day.

4. Designated representative(s) of the Superintendent shall meet at such mutually agreed upon places and times with representatives of the Association for the purpose of effecting an agreement on the terms and conditions of employment of the employees represented. Both parties agree to conduct negotiations in good faith and to deal openly and fairly with each other on all matters.

5. It is agreed that the final document as negotiated by the Association and the Superintendent shall be reproduced at the expense of the District and copies made available to all persons covered in the agreement. It is agreed that ten (10) additional copies will be furnished to the Association.

SCOPE OF AGREEMENT D

1. The period during which this contract is in effect is July 1, 2010 to June 30, 2013.

2. It is agreed by and between the parties that any provisions 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.

3. This agreement shall supersede any rules, regulations or practices of the Administration and Board which shall be contrary to or inconsistent with its terms.

4. This agreement shall constitute the full and complete negotiated commitment between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in a written and signed amendment to this agreement.

5. It is agreed by both parties that all negotiable items have been discussed and therefore further discussion of additional items may not be reopened for the duration of the contract unless mutually agreed.

6. If any provision of this agreement or any application of the agreement to any bargaining unit member shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue to be in full force and effect.

ACADEMIC AND INDIVIDUAL FREEDOM E

1. Academic Freedom

The parties to this contract seek to educate young people in the democratic tradition. It is recognized that democratic values can best be transmitted in an atmosphere which provides the teacher and the student encouragement for free inquiry in learning within the bounds of the curriculum and course outline. Teachers have the right to academic freedom within the bounds of the curriculum and course outline and accepted practices of student evaluation, test preparation and grading. No limitations shall be placed upon study, investigation, and interpretation of facts and ideas, except that such study, investigation and interpretation shall be consistent with and within the bounds of the curriculum and course outline and accepted practices of student evaluation, test preparation and grading. As educators, teachers are

professionally trained and work closely with the learning situation on a daily basis. As such, they realize the need for a consistent approach to the teaching of the students of the District. This affords them a perspective that, when coupled with the experience and perspective of the Administration, offers the best procedure for solutions to the problems within the field. The administration, in maintaining responsibility for the academic standards of the District, can direct teachers consistent with the curriculum, course outline and accepted practices of teacher evaluations, student evaluation, test preparation and grading when in the judgment of the Administration, it is in the best interest of the District.

2. Individual Freedom

a. The private and personal life of a bargaining unit member is not within the appropriate concern or attention of the Board.

b. Teachers exercising professional judgment in the classroom situation shall always be entitled to the full rights of a professional teacher of New York State. The bargaining unit member's religious or political activities shall not interfere with his function as a teacher.

c. Bargaining unit members will refrain from using the school or their position at the school to promote personal views.

SECTION 1 - EMPLOYEES' RESPONSIBILITIES

1. All bargaining unit members are responsible to the Superintendent and will be directly responsible to the Building Principal of the building in which they are teaching or performing a school service.

2. Teachers shall develop lesson plans. These plans should be kept up to date. These plans are to be turned in the end of each school week unless multi-week plans are agreed upon by the teacher and Principal.

3. Each bargaining unit member is expected to maintain control in the classroom and in the immediate area. If problems arise or seem to be developing the Building Principal shall be contacted.

4. Bargaining unit members are encouraged to cooperate with PTA and other community groups and to participate in their programs and activities, and to participate in the work of local, state and national professional educational associations.

5. Written permission must be received from the Superintendent before any soliciting of funds from school personnel by outside agencies shall commence. School personnel should not be approached during the school day for these funds.

6. A bargaining unit member shall not use his position as a bargaining unit member in the Harpursville Central School District as an influence to sell or solicit for private gain.

7. The bargaining unit member will maintain the confidentiality of students' records.

8. Money should not be left in classrooms or bargaining unit member's desk overnight, but should be forwarded to the proper office.

9. When District transportation is available, there will be no reimbursement to bargaining unit members who choose to use their own vehicles. If District transportation is not available, the District shall pay the then-in-effect Internal Revenue Service (IRS) rate per mile.

10. When it is necessary for a bargaining unit member to be absent for any reason, the bargaining unit member must notify the Building Principal, or his designee as soon as possible (preferably the day before).

SECTION 2 - TEACHER DISMISSAL

A. Tenure Teacher Dismissal

If a teacher is charged pursuant to 3020a of the Education Law and if the teacher is acquitted of the charges, the teacher shall not be fined, suspended, or dismissed.

B. Non-tenured Staff Member Dismissal

In a case of the dismissal of a non-tenured bargaining unit member the individual will be given an opportunity to present his/her case in a hearing before the Board. The individual will have a right to representation and a summary of the decision.

A decision by the Board to grant or deny tenure to a teacher bargaining unit member will be based on information contained in the teacher's file, and the decision of the Board is final.

After the completion of his/her second year of District employment, a bargaining unit member will be dismissed only for just cause, and the District's decision to terminate will be based on information contained in the bargaining unit member's personnel file.

SECTION 3 - INDEMNIFICATION OF EMPLOYEES

The District will reimburse bargaining unit members for the reasonable cost of replacing or repairing dentures, eyeglasses, hearing aids, or similar appurtenances, clothing or other personal property damaged or destroyed as a result of injury sustained in the course of the bargaining unit member's employment, when the bargaining unit member had not been personally negligent with reference to the incident. Such reimbursement shall be limited to the portion of the cost not covered by insurance or workers' compensation.

SECTION 4 - ADJUSTMENT OF GRIEVANCES

A. PURPOSE

It is the desired objective of the parties to encourage the prompt and informal resolution of employee complaints in relation to the provisions of this agreement as they arise, and to provide recourse to orderly procedure for the satisfactory adjustment of such grievances.

B. DEFINITIONS

I. The term grievance shall mean a complaint that the District has taken action which has deprived member(s) of the bargaining unit of professional and/or employment benefits stated in this agreement.

II. "Days" shall mean school days as designated on the current school calendar.

III. "Principal" shall mean Building Principal, or Superintendent, whichever the case may be.

IV. "Aggrieved" shall mean a bargaining unit member, group of bargaining unit members or the Association.

C. GRIEVANCE PROCEDURE

Level 1

A grievance will first be discussed verbally with the party's Building Principal, who shall be informed that said discussion is pursuant to Level 1. At this time, an aggrieved may:

1. Discuss the grievance personally, or
2. Request the Association representative to accompany him, or
3. Request the Association representative to act in his behalf.

If resolution is not satisfactory, the grievance may then be resubmitted in writing. Ten (10) days after the presentation of the written grievance to the Principal, he shall communicate a decision in writing to the aggrieved. During this period the Principal may schedule a formal conference.

If a grievance pertains to a decision of the Superintendent, or Board of Education, such grievance may be instituted at Level 2.

Level 2

If the aggrieved is not satisfied with the decision arrived at under Level 1, he may within five (5) days file with the Superintendent an appeal in writing on forms supplied by the Superintendent requesting the Superintendent to review the matter. Such appeal shall include,

among other things, a summary of the grievance, a reference to the relevant portion of the agreement, and a statement of why the determination of Level 1 was unsatisfactory.

The Superintendent or his designee shall meet with the aggrieved and his representative (if one had been elected at Level 1) at a time and place designated by the Superintendent within five (5) days after the presentation of the appropriate appeal documents to the Superintendent's office. Such meeting shall be an attempt to resolve the grievance.

Within ten (10) days after such meeting or meetings, the Superintendent or his designee shall make a decision in writing, setting forth his conclusion with respect to the grievance, and setting forth his reasons for such conclusion. A copy of such decision shall be given to the aggrieved and the Association.

Level 3

If the aggrieved is not satisfied with the decision at Level 2, the aggrieved shall file an appeal in writing with the Board of Education within ten (10) days after receiving the decision at Level 2.

Within ten (10) days after receipt of an appeal, the Board of Education shall hold a hearing on the grievance. The hearing shall be conducted in executive session with the aggrieved and his representatives.

Within five (5) days after conclusion of the hearing, the Board of Education shall render a decision, in writing, on the grievance.

Level 4

If the aggrieved is not satisfied with the disposition of his grievance at Level 3, the aggrieved may within five (5) days file with the Clerk of the District an appeal in writing, requesting the grievance be carried to arbitration. Such request shall make specific reference to the original grievance number and date.

Within five (5) days, a designated member of the Association and a designated member of the District shall attempt to agree jointly upon an arbiter. If within five (5) days the parties cannot so agree, the services of AAA shall be sought.

Either party may petition AAA to submit five (5) names to act as arbiter in any given dispute. When such list is received, the aggrieved shall eliminate two names; the District shall thereafter eliminate two names, and the remaining name shall be the arbiter.

The arbiter chosen (by either method) shall have the authority to hold hearings and make procedural rules. The aggrieved, the Association and the Superintendent shall have standing to be heard at such hearings. Any of the persons having standing, as well as the arbiter, may request and obtain from the various parties all pertinent information not privileged by law, in their possession or control, and which is relevant to the issue raised by the grievance. All

hearings held shall be closed sessions and no news releases shall be made concerning the progress of the hearings.

The arbiter's report shall be submitted in writing to the Board, the aggrieved and the Association, and shall set forth his findings of fact, reasoning, conclusions, and decision on the issues submitted. The arbiter's decision is final and binding on all parties. Such decision shall not only apply to the aggrieved, but also to all persons identically situated.

The expenses of the arbitration (excluding consultant fees) shall be shared equally by the Association and the Board. If the Association is not a part to the appeal then the Board and the aggrieved shall share equally such expenses.

TIME LIMITS

No grievance will be entertained unless presented in compliance with the first stage of the grievance procedure prior to forty (40) business days after the party named as the aggrieved knew or reasonably should have known of the condition being grieved. Failure to initiate a grievance within this time shall result in the waiver of all rights involved. Business days shall mean school calendar days during the school year; and all days except Saturday, Sunday and legal holidays during the summer period, except that only twenty (20) of the forty (40) days can be counted during the summer.

If a grievance arises within the last forty (40) days of a school year, the grievances should be presented as soon as practicable and before the end of the school year. In such event, if the aggrieved so requests, procedure beyond Level 2 shall be held in abeyance until the commencement of the next school year. This paragraph shall not, however, be construed to reduce the maximum time limitation fixed by the preceding paragraph.

If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the appeal under this agreement shall be barred.

Failure at any stage of the grievance procedure to communicate a decision to the aggrieved, his representatives or the Harpursville Teachers Association within the specified time limit shall permit the lodging of an appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.

AGGRIEVED RIGHTS AND ASSOCIATION RIGHTS

1. No reprisals of any kind will be taken by the Board or the school administration against any bargaining unit member because of his participation in this procedure.

2. When it is necessary, pursuant to the Grievance Procedure, for a Building Representative, member of the Professional Practices Rights and Responsibilities Committee or other representative designated by the Association to investigate a grievance or attend a grievance hearing or meeting, he shall be released without loss of pay as necessary in order to permit participation in the foregoing activities.

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

3. All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.

4. In the event that a grievance is initiated and processed without Association approval, the Association still retains the right to be present at and to be heard at all levels of the procedure.

SECTION 5 - PAID LEAVE DAYS

1. Bargaining unit members, as of the first instructional day of the school year, shall be credited with ten (10) paid personal/family sick leave days. Family is defined as the spouse of a staff member, his/her children, the parents of the staff member or of his/her spouse or any relative living within the staff member's household. If any other situation arises with family members not defined above, the Superintendent may grant family illness days. The District may require a doctor's note for any use of sick days that exceed three (3) consecutive days.

2. Unused days shall accumulate up to a maximum of:

a. for those bargaining unit members whose accumulated leave totals exceed 167 days as of June 30, 1992, to 250 days.

b. for those bargaining unit members whose accumulated leave total is less than 167 days as of June 30, 1992, to 186 days.

c. bargaining unit members in category (b) above who use two (2) or less leave days in any year may add that year's unused days to their cumulative totals, without limit.

3. By October 1 each bargaining unit member shall be furnished with a report of his/her to-date earned accumulated days.

4. Days used shall be treated as days of service for purposes where days/years of service have application including, but not limited to: increment, seniority and retirement.

5. When schools are in session for only a half day, the absence for that half day shall be charged as a half day of absence.

6. Any bargaining unit member whose personal illness extends beyond the period of accumulated sick leave may request a leave of absence, and such request shall be considered by the Board of Education. Such leaves of absence shall not exceed one (1) year and shall be without pay. Before returning to active service after such leave, the bargaining unit member shall

furnish to the Board of Education or its designee a physician's certificate indicating fitness to resume normal duties.

7. Bargaining unit members on unpaid leave of absence shall retain their rights to health insurance (non-contributing by the Board). Upon the bargaining unit member's return, (s)he shall be placed upon the step (s)he would have been on had such sick leave not been taken and shall be assigned to a comparable position to the one previously held. Under no circumstances shall the bargaining unit member be advanced more than one step beyond that which (s)he held when such leave was taken. Teacher bargaining unit members on unpaid leave will not lose tenure and the years toward sabbatical shall be stayed until such time as the teacher returns to active duties.

8. In the case of bargaining unit member's exclusion from school or hospitalization because of illness or contagious disease (including such maladies/illnesses as pink eye and lice, and excluding such maladies/illnesses as colds and influenza) caused by contact with a student or bargaining unit member in the school, accumulative leave shall not be charged and salary deductions shall not be made for the duration of the exclusion or such other period as the School Doctor shall certify as requisite or prudent.

9. The Board shall establish a sick bank of one (1) day for each employee, with said days being placed in the sick bank on September 1st of each school year. The purpose of the Sick Leave Bank is to provide for extended sick leave for the tenured (Tenured status applies to new hires as of 7/1/06) bargaining unit member who suffers a non-work related serious illness, serious accident or serious disability thereby exhausting his/her sick leave. Disability which arises from pregnancy and childbirth shall be treated in the same manner as any other illness or injury. However, in no case shall the sick bank be used for family sickness or child care purposes. The sick leave bank shall be administered by a committee of trustees consisting of two teachers appointed by the HTA, and the Superintendent or his/her designee. Governance of the bank shall be consistent with standards previously utilized. The trustees shall compile and maintain a registry of all actions of the bank which shall set forth in writing the reasons surrounding the disposition of each trustee action. The registry shall be available for inspection upon forty-eight (48) hour written request to the HTA President. On a one-time basis, bargaining unit members shall transfer to the sick leave bank two (2) days each from their 1991-92 sixteen day total. The District shall fund an equal amount. Thereafter should the bank's reserves drop below seventy-five (75) days, bargaining unit members shall automatically be assessed one (1) day from their accumulated leave credits, with an equal number funded by the District. Any retiring teacher shall automatically have twenty-five (25) days accumulated sick leave (if available) deducted from final credits and transferred into sick leave bank. Bank shall now be unlimited. There is a lifetime cap of 180 days per employee. Forms will be attached as Appendix 2.

10. The accumulated sick leave provided by State Law and earned in another district may be credited to a teacher at the discretion of the Board of Education at the time of appointment of such teacher to the Harpursville faculty. It is the responsibility of the teacher to present a notarized statement from his former school employer that sets forth the accumulated days before any credit will be given. This will be done within sixty (60) days after employment begins or will be waived.

11. Bargaining unit members, as of the first instructional day of the school year, shall be credited with three (3) personal business leave days. No reasons need be given. Personal business leave days will not be granted for the first day of school, last day of school, and the school day before and after: Thanksgiving recess, Christmas recess, and Spring/Easter recess, with the exception of legal commitments such as court proceedings and house closing.

A bargaining unit member may carry up to two (2) unused personal business days from the previous year to a maximum of five (5) days in any one year. Unused personal business leave days convert to accumulated sick days as per Section 5.2.

SECTION 6 - OTHER DAYS OFF

1. Bereavement

Absence with pay shall be allowed to instructional personnel in case of death in the immediate family in the amount of a maximum of five (5) days for each death. However, such allowance is non-cumulative. Death in the immediate family is construed to be the death of a staff member's spouse, child, father, father-in-law, mother or mother-in-law, brother or sister, grandfather or grandmother, or grandchild.

If any other situation arises with family members not defined above, the Superintendent may grant bereavement days which are to be included within the five (5) days. Up to two (2) days shall be allowed for attendance at funerals for other relatives or close friends. Provision shall be made to permit attendance without loss of pay at the funerals of colleagues, active or retired, at the time of death by those teachers who wish to attend, if such attendance does not exceed one-half of a day per event. Such absence shall have the prior approval of the Superintendent.

2. Conferences and Other Professional Activities

1. This Policy is intended to accomplish the following purposes:

   a. Improve the instructional program
   b. Encourage professional growth
   c. Bring the best of educational thinking and research to bear on local problems.
   d. Encourage good educators to seek and keep position in the Harpursville schools.

2. Care shall be taken that adequate provisions are made for replacing, if necessary the staff member who shall be absent, for assuring that the number of persons attending a given activity is consistent with reasonable economy and is such as not to impair educational services; that reasonable rotation among staff members is practiced; and that appropriate information

learned is presented to all staff members concerned, and a report given to the Board of Education.

3. In order to carry out the policy set forth above, members of the staff may, at the discretion of the Superintendent, be allowed to be absent from their regular duties while receiving full pay to participate in such activities as conferences, conventions, inter-school visits, and work with the State Education Department.

4. For approved teacher conferences and other professional activities, the District will pay for the registration fee and for room and board, plus transportation and incidental expenses, upon presentation of the proper claim forms. If the District requests bargaining unit members to go to such activity, that bargaining unit member shall be reimbursed 100% for prior approved expenses.

3. Jury Duty

All professional staff members who are called for jury duty shall receive the necessary leave to fulfill their civil obligation.

This leave shall not be deducted from sick leave or personal days.

The staff member shall receive a rate of pay equal to the difference between the professional salary and the jury fee.

4. Religious Observances

The following days for religious observances will be granted as authorized absences with pay for members of the Jewish faith and those professional employees who observe the church holidays of the Julian Calendar:

Jewish Holidays: Rosh Hashanah and Yom Kippur
Julian Calendar Holidays: Christmas and Easter Monday

Teachers who will be using this religious observance provision will inform the Principal in charge at least two (2) weeks in advance of the observance.

SECTION 7 - LEAVES OF ABSENCE

A. Personal Leave

1. Leave of absence may be granted to all bargaining unit members. Requests for leaves of absence shall be considered by the Board of Education.

2. Leaves of absence shall not exceed one year and the bargaining unit member shall return to duty at the beginning of the school year.

3. Bargaining unit members on leave of absence shall retain their rights to health insurance (non-contributing by the Board). Upon the bargaining unit member's return, he shall be placed upon the step he would have been on had such leave not been taken and shall be assigned to a comparable position to the one previously held. Under no circumstances shall the bargaining unit member be advanced more than one step beyond that which he held when such leave was taken. Teacher bargaining unit members on leave will not lose tenure and the years toward sabbatical shall be stayed until such time as the teacher returns to active duties.

4. All leaves of absence under this section shall be without pay.

B. Sabbatical Leave

1. School Year Sabbatical:

a. Leave for one (1) permanently certified member of the teaching staff shall be available each year, except as covered in 2. below, upon the recommendation of the Superintendent and the approval of the Board of Education.

Priority and approval for such leave shall be based on the following criteria, among other things:

1. Educational value to the school district
2. Full year applicants
3. Relationship to the candidate's field
4. First applicant
5. Length of service in the District
6. School need

b. The request for leave must be submitted to the Superintendent by February 1st preceding the school year in which the sabbatical leave is desired. The Board will answer in writing forty school days after the request for leave is submitted.

c. Teachers with a minimum of five (5) years of service in the District may apply for such leave. They have an option of receiving full salary for one-half year or half salary for the full year. Salary payments shall be based on the salary that would normally be paid to the teacher during the period of such leave.

d. A teacher taking advantage of sabbatical leave must agree to return to the school district for two (2) years of service or repay to the District all funds he had received.

2. Summer Sabbatical Leave

a. A summer sabbatical leave is granted for one summer. If other bargaining unit members apply, a particular bargaining unit member shall be limited to one summer sabbatical every five (5) years.

b. Compensation for the summer sabbatical will be at 10% of the annual salary for full time study only.

c. Graduate credit earned while on summer sabbatical will not be compensated for under other provisions of this agreement.

d. If there are three (3) summer sabbaticals in progress, then there need not be a year or half-year sabbatical considered. If during the school year a full year or half year sabbatical has been used, then for the summer after the school year only one summer sabbatical will be available.

e. The request for summer sabbatical must be submitted to the Superintendent by February 1st. Notification by the Board of Education will be in writing by May 15th.

f. Decision will be based on the same criteria as for full year and half year sabbaticals.

C. Parental Leave

1. Leave of absence for child-rearing shall be granted up to two (2) years, upon request, to any bargaining unit member. Such leave shall be without pay or increment.

2. A bargaining unit member requesting a parental leave shall do so in writing and shall include the date leave commences and the date the leave concludes. Such request shall normally be made at least thirty (30) days prior to the start of the leave.

3. Return from such leave will normally coincide with the first instructional day of a semester, but a bargaining unit member may return at any time with the approval of the Superintendent.

4. Bargaining unit member's accumulated sick leave shall not be lost, and the rights of insurance coverages shall continue (non-contributing by the District). The years toward sabbatical for teachers shall be stayed until such time as the teacher resumes full time duties.

5. Upon return, the bargaining unit member shall be placed upon the step occupied at the time such leave was granted unless the bargaining unit member has worked one (1) semester or more in that year. In that case, the bargaining unit member shall be advanced, upon return, one (1) step. Upon return, the bargaining unit member shall be assigned to a position comparable to the one previously held unless there has been a reduction in force.

D. Military Leave

1. Request for military leave, whether for active service or for reserve training, shall be granted in accordance with Military Law.

2. All bargaining unit members requesting leave for ordered military duty shall submit their requests (or orders) to the Superintendent at least thirty (30) days prior to the beginning of such duty, if possible.

3. Leaves for reserve training shall be scheduled during the summer months whenever possible.

4. These leaves shall be without pay, except as specified by Section 242 and Section 243 of the Military Law.

E. Service Leaves

1. A leave of absence without pay shall be granted to any bargaining unit member who joins Peace Corps, Vista, National Teacher Corp. or serves as an exchange teacher and is a full-time participant in such programs.

2. Bargaining unit members on service leaves shall retain their rights to health insurance (non-contributing by the Board). Upon the bargaining unit member's return, he shall be placed upon the step he would have been on had such leave not been taken and shall be assigned to a comparable position to the one previously held. Under no circumstances shall the bargaining unit member be advanced more than one step beyond that which he held when such leave was taken. Teacher bargaining unit members on leave will not lose tenure and the years toward sabbatical shall be stayed until such time as the teacher returns to active duties.

SECTION 8 - PHYSICAL EXAMINATIONS

Physician

All staff members who are required to have a physical examination may have their physical examinations by the physician designated by the Board of Education with complete cost borne by the Board of Education. If the staff member chooses another physician, the complete cost shall be borne by the staff member.

Records

Each staff member shall present to the Superintendent a form supplied by the District and completed by the physician. Physicals may become a part of the permanent record.

SECTION 9 - EVALUATION OF TEACHERS IN THE CLASSROOM (APPR)

A. GENERAL

1. Prior to the first observation in the school year, the building principal will explain to the faculty, in general, the techniques he will be using when observing teachers. The format

and process for the Annual Professional Performance Review is a separate document that is reviewed annually by the HTA and the District. The APPR document shall be part of this collective bargaining agreement. The portions of the APPR document that are non-mandatory topics of negotiation per Education Law 3012-c shall not revert to mandatory topics of negotiation by inclusion of the APPR into this collective bargaining agreement.

B. Other Measures of Teacher Effectiveness – Observation/Other Evidence

1. Sixty (60) points of a teacher's composite effectiveness score shall be based on multiple measures. Such measures shall be aligned with the New York State Teaching standards. A teacher's performance under this subcomponent must be assessed based on a teacher practice (rubric) approved by SED. The same (rubric) shall be used for all classroom teachers across the district.

2. The APPR Committee has agreed to use Charlotte Danielson's *The Framework for Teaching (2011 Revised Edition)* as the rubric to evaluate a teacher's performance for sixty (60) points of the APPR composite score of one hundred (100). The rubric can be found in the appendix, labeled WW.

C. Observation Criteria

1. **Forty (40) points** out of sixty (60) points will be scored from Teacher Observations.

- There shall be at least two (2) observations of a teacher during the school year, one announced/formal, and one unannounced/informal.
- Each non-tenured teacher will have his/her first formal observation by November 15th of each school year.
- Each tenured teacher will have his/her first formal observation by the end of 25 weeks of each school year.
- One observation shall be an extended formal observation (approx. 40 minutes in length). Said evaluator will record evidence of teaching effectiveness during the observation. This observation will include a pre-observation conference with the evaluator. Evidence from the *Framework for Teaching* rubric Domain components that may not be readily observed may be presented during this pre-observation conference.
- Written/typed feedback from the formal evaluation will be received from the evaluator within ten (10) school days following the observation. The evaluator's complete written/typed evidence-based record of the observation will be available to the teacher for review.

2. The opportunity for a post-observation conference may be requested by either the teacher or evaluator for any observation format used. Said post-conference will be scheduled in a timely manner. The teacher may, at this time, present evidence of teacher effectiveness from any of the rubric domain components that has not been observed by the evaluator.

3. The remaining observation(s) to compile evidence of teacher effectiveness according to rubric standards can be one or more of the following:

- Extended formal observation (approx. 40 minutes)(Appendix E-M)
- Informal (unannounced) observation(s) (at least 5 min. in length); evaluator to use a specified form for the evaluation (Appendix N).
- A formal video-taping of a full-length lesson or section of a lesson. Submission and video-taping require collaborative agreement between teacher and administrator and must be uninterrupted and unedited.

4. Evidence from informal observations will be gathered on a specified committee approved form. Evaluators will be looking for evidence of teacher effectiveness from the rubric. Evaluators will give teachers feedback from the informal observation within 24 hours of such observation. A check mark (√) on the form will indicate that a specific domain component has been at least effectively observed. This form will be made available to the teacher upon request or by other means available as technology can comply.

D. Other Evidence

1. The remaining twenty (20) points of the sixty (60) points toward the composite one-hundred (100) points will be scored based on the following.

Teacher Goal Proposal (Appendix B-C)	**5 points**
Evidence that demonstrates growth (Appendix Q)	**5 points**
Analysis of student work (Appendix Q)	**5 points**
Professional Review of Student Work (Appendix Q)	**5 points**

E. Scoring Methodology for the 60% Teacher Effects

1. Each teacher will receive a HEDI rating (1 to 4) for each Danielson domain component which will be averaged into a rating for each domain. Then, an average score for the rubric will be determined and this average will comprise 40 of the 60 points or two-thirds (2/3) of the points possible for the "Other Measures" area. Each teacher will receive a score of 0 - 4 for the other evidence component of this section. This score will comprise 20 of the 60 or one-third (1/3) of the points possible for the "Other Measures" area. The sum of the scores from the rubric and the other evidence, weighted 2/3 and 1/3 respectively, will be utilized to determine a rating that will convert to a final Other Measures score using the table found in Appendix P.

F. Timely Provision of Feedback

1. Written feedback will be received by the teacher ten (10) school days after a formal observation. Written feedback will be received by the teacher within twenty-four (24) hours after an informal observation. Opportunity for post-observation conferencing will be at the option of the parties involved. Teachers will have the opportunity to be apprised of their progress toward meeting effectiveness on rubric domain components throughout the year.

SECTION 10 - IN-SERVICE PROGRAMS

1. The Association shall encourage the attendance and participation of staff members in all in-service programs.

2. The development of all in-service programs shall be a cooperative effort including administration and the Association.

3. Attendance and participation in in-service programs shall be voluntary except that an initial commitment by a bargaining unit member must be honored.

SECTION 11 - WORK SITE CONDITIONS

Bargaining unit members will be supplied with reasonable amounts of materials to run a successful program. Supplies listed in Appendix #1 will be available in the building principal's office and shall be offered to the staff on a free for the asking basis with the exception of folders and index cards which shall be available in reasonable amounts. Supplies not normally considered as teaching supplies must be requested through normal budget procedures. In the event a teacher needs an emergency copy(s) he/she shall have the right to send a student to the office with a note to have the secretary promptly supply such copies.

Each classroom will contain a teacher's desk, chair, two drawer file, storage space and sufficient student seating.

SECTION 12 - STAFF MEMBER FACILITIES

1. Each building shall have a faculty room or rooms for a lounge and a dining area. Such dining area shall have seating for the largest number of staff assigned to any one lunch period.

2. The faculty lounge in the high school building shall be provided with a small refrigerator, lounge furniture for relaxation, and a used computer (including word processing software) with printer.

3. The faculty lounge in the elementary building shall be provided with a small stove, lounge furniture for relaxation, and a used computer (including word processing software) with printer.

4. Every bargaining unit member shall be provided a place to hang his/her coat and leave his/her overshoes.

5. Each building shall have the following equipment:

a. A networked computer and printer.
b. One (1) telephone on a private line.

6. Bargaining unit members who have not yet been provided but desire to be provided with computer/peripheral/software for classroom/office/work area use or who desire upgrading of existing equipment shall make application to the District Technology committee which shall recommend the priority order of hardware/software placement.

SECTION 13 - HEALTH INSURANCE

An improved health plan will be provided at the benefit levels enumerated in the Blue Cross/Blue Shield Region wide Option I group insurance plan. An improved dental plan will also be provided at the benefit levels enumerated in the BC/BS Smile Saver #1, for all blocks, except prosthetics which shall be at the Option 1 benefit level. An improved $5,000 life insurance plan shall be provided for each bargaining unit member at the benefit level of the Unicare Life and Health Insurance Company.

The District reserves the right to investigate and contract with alternate carriers for the above plans to provide equal or better coverage.

Retiree health insurance will be paid at the premium rate at the time the bargaining unit member retirees. Retiree – Medicare Part B will be paid by the District for retired employees only. Married retired employees will convert from family coverage to two individual plans when eligible for Medicare Part B.

SECTION 14 - WORKER'S COMPENSATION

The bargaining unit member shall receive Worker's Compensation payment during the period of absence.

The Board of Education will pay full salary less weekly compensation for loss of time due to personal injury in the line of duty for one hundred twenty (120) days or until final compensation award is made, whichever comes sooner. No loss of accumulated sick leave will occur during the period described. If loss of time due to personal injury in the line of duty exceeds beyond the limits stated above, sick leave may be used.

The district expects to be informed if a bargaining unit member is receiving payments from Worker's Compensation for days absent and will make necessary salary adjustments so that the bargaining unit member would not receive money greater than his/her regular salary - but the district has no other interest in any Worker Compensation payment and/or disability settlement.

SECTION 15 - BARGAINING UNIT MEMBER AND ASSOCIATION RIGHTS

1. The Board shall make available during normal working hours, to the Association upon request, any public information, statistics and records relevant to negotiations, or necessary for the proper administration or enforcement of this agreement.

2. The Superintendent shall make available to the Association two (2) copies of the agenda (concerning the topics to be reviewed) of all public board meetings and two (2) copies of the minutes of all public board meetings.

3. The Association shall be given an opportunity at Building Faculty meetings to present brief reports and announcements.

4. No existing Board policies, instructions or handbooks shall in anyway limit the rights granted bargaining unit members in this agreement. Any portion of the existing documents that is inconsistent with this agreement shall be ineffective.

5. The Association shall have the right to post notice of its activities and matters of Association concern on existing teachers' bulletin boards in each school building. The Association shall be provided with mailboxes in the faculty room of each building for its use. Announcement of meetings may be listed in school activity bulletins when space is available. The public address system may be used at convenient times as determined by the Building Principal for announcement of date, time and location of meetings.

6. The Retirement Delegate shall be allowed to attend the Retirement Delegates' Convention without loss of pay or leave time.

7. The President of the Association, or designee shall have the right to participate in meetings pertinent to the operation of the New York State Teachers Association without loss of pay or leave time. Such leave shall include the NYSUT Delegate, and/or alternate to attend the NYSUT Delegates Convention. Such leave shall also be available for union representation purposes. Such leave shall not exceed an aggregate total of nine (9) days in any school year. These days may be used in hour release time increments wherein coverage shall be provided. The Association will keep a record of said release time and submit it to the Superintendent or his/her designee upon request for verification.

8. The Association will be provided with two (2) copies of the Board's Personnel Policies and the Rules and Regulations, and with two (2) copies of any change in or amendments thereto.

9. All bargaining unit members shall be entitled to attend free of charge, all home interscholastic athletic events.

10. The Association shall be permitted to address new bargaining unit members during the orientation program at times designated by the Administration.

11. The Board of Education shall consult with the professional staff when drawing up specifications for all educational facilities in the School District and maintain a continuing dialogue.

12. The President or his designee shall be allowed to visit both school buildings to investigate working conditions, bargaining unit member complaints, problems, or for other purposes relating to the proper administration of this contract. The times so used will not conflict with the teaching schedule of the President, his designee or persons to be interviewed.

13. The Board shall not discriminate against any bargaining unit member(s) with respect to hours, wages, or other terms or conditions of employment by reason of his membership in the Association, participation in the activities of the Association, including collective negotiations with the Board, or initiating or processing of any grievance, complaint, or any proceeding under this agreement.

14. The Board and Administration will provide one day free from the presence of pupils for the purpose of instructional workshops, in-service training, or other educational purposes agreed upon by the Administration and the Association. Such day or days shall not conflict with the BOCES commitments as determined by the Administration.

15. When a bargaining unit requests, in writing, information of a prospective student's failure of a subject and/or a grade from the previous year, it shall be provided.

16. In order to maintain the essential standard of the maximum benefit in instruction for every child, a student will not be dropped from a course or shifted in class after the second week of a semester without the prior consultation, cooperative participation, and approval of the teacher involved. This provision shall not, however, deny the rights of the parents and children, nor reduce the responsibility of the guidance department and psychologists.

17. Whenever the Board is considering a proposed School Budget it will give notice to the Association President prior to any decision that deals with terms and conditions of teachers' employment with respect thereto and will give the Association representative the opportunity to meet either with the Financial Committee of the Board or the Board to discuss the Board's contemplated proposed budget for this area.

18. It is recognized that bargaining unit members have the right to join or not join the Association without any loss of negotiated benefits.

19. Whenever in this agreement, a personal pronoun is used, such shall be understood to apply equally to both male and female members of the bargaining unit.

20. The Association shall have the right to hold meetings in the school buildings as per previous past practice.

21. Staff participation in open house, curriculum night and parents' nights will be required of all staff. Committees in each building consisting of the principal and two H.T.A. appointed bargaining unit members shall schedule in advance the day and dates for these building events. It is understood that any proposed date can be rejected by either side.

22. In the event an Administrator determines to meet with an employee for the purpose of formal discipline or reprimand, the employee will have the opportunity to have an HTA representative present, as long as such representative can be present within one school day. This clause does not apply to meetings under Section 10.

23. A bargaining unit member with a special needs child will be provided with such information on a timely basis provided such information does not violate confidentiality requirements.

SECTION 16 - VACANCIES, PROMOTIONS, NEW POSITIONS AND ASSIGNMENTS

1. Notification

The Harpursville Teachers Association must be given reasonable notice of vacancies, promotions, new positions and assignments that will become available within a reasonable length of time. This notice shall include a job description and qualifications.

Teachers, other than newly-appointed teachers shall be notified in writing of the grades and/or subjects that they shall teach, and any special or unusual classes they will have for the coming school year as soon as practicable, and under normal circumstances not later than May 1st. Other bargaining unit members will be notified of their work assignments and special or unusual duties they will have for the coming school year as soon as practicable and under normal circumstances not later than May 1st.

2. Area of Competence

In order to assure that pupils are taught by teachers working within their areas of competence, teachers shall not be assigned, except temporarily and for good cause, outside of their teaching certificates and/or major or minor field of study.

3. Changes

In making changes in grade assignments in the elementary school and in subject assignments in the secondary school, the convenience and wishes of the individual teacher shall

be considered to be the extent that these do not conflict with the best interests of the School District and the pupils, as determined by the Building Principal.

4. Request of Changes

Teachers who desire a change in grade or subject assignment shall file a written statement of such desire with the Superintendent not later than April 1st. Such statement shall include the grade and/or subject to which the teacher desires to be assigned. As soon as practicable, and not later than June 1st, the Superintendent shall notify each teacher of the action taken with regard to his request for change.

SECTION 17 - ORDERING SUPPLIES

On or before February 1, bargaining unit members may submit to the building principal an itemized list of supplies and/or equipment other than that enumerated in Appendix #1. This list may designate the priority ranking. Cuts by the building principal will be made only after consultation with the bargaining unit member.

After budget approval, the district will process orders for the earliest delivery date possible. Decisions regarding out of stock items, price changes, improperly developed requisitions and orders for changing personnel will be made entirely by the administration.

Teachers whose assignment had been changed after requisitions have been submitted may review the requisition request and make suggestions for changes.

SECTION 18 - SAVINGS PROGRAM

1. The Board will afford to any bargaining unit member who so requests, the opportunity to participate in a Tax Sheltered Annuity Program.

2. The Board will afford to any bargaining unit member who so requests, the opportunity to buy United States Savings Bonds on a regular payroll deduction basis.

3. The Board of Education will make electronic payroll deductions to those institutions which accept the District's electronic transmissions.

SECTION 19 - CONDITIONS OF EMPLOYMENT

The President of the Association would convey the opinion of the Association to the Administration on matters pertaining to recruitment, appointment, orientation, and promotion of all bargaining unit personnel.

SECTION 20 - WORK LOAD

Elementary

1. Teachers shall not be required to remain in the classroom while special teachers are instructing.

2. Each elementary school teacher, whether he is a teacher or specialist, shall be given a minimum of one hundred twenty (120) minutes every two (2) days, which shall be at least in blocks of twenty minutes, while classes are in session, in addition to a duty free lunch period, for preparation purposes and that this preparation period be free from instructional and/or supervisory duties except in unusual circumstances. Elementary teachers assigned to the middle school building will receive preparation time equivalent to that of secondary classroom teachers.

3. When a special is to be taught in a regular classroom as a change from its regular assigned room, the permission of the classroom teacher is required. Specials will be held in regular classrooms on a regular basis only when no other room is available.

4. No employee shall be assigned any grade level chairperson duties. In the event the District requires note-taking of grade-level meetings by bargaining unit members it shall engage the Association for the purpose of negotiating a stipend for such note-taking.

High School

1. A Jr./Sr. High School classroom teacher may not be assigned more than five classes, one homeroom and one study hall per day with the following exception: on alternate days the teacher may be assigned either an additional supervisory assignment (study hall) or a teaching assignment (helping center), which of these (study hall or helping center) is assigned is at the option of the teacher. Every effort will be made to keep study hall teacher assignments below a maximum of forty (40) students per adult supervisor.

2. These five classes assigned to the classroom teacher will not contain more than a total of one hundred forty (140) pupils.

3. Student count to determine maximum number of students assigned: Number of students actually assigned to the class multiplied by the number of meetings per cycle for each teaching assignment. The total number of students from above divided by the number of school days in the cycle would be the student count.

For the purposes of the above, students who have left the school or dropped the course will not be included in the calculations of student count.

4. For this purpose a classroom teacher is defined as a full time teacher of mathematics, social studies, English, business education, science, foreign languages, secondary art, Home and Career Skills, Health and Technology.

5. A sixth teaching assignment for a Jr./Sr. High School Classroom teacher is voluntary and if chosen, the academic assignment will replace the daily supervisory assignment and any alternate day assignment. Except for physical education instructors, and only when it is necessary to schedule for P.E. instructors, no teacher will be assigned a seventh teaching assignment.

6. Jr./Sr. High School classroom teachers will be guaranteed three periods every two days without assigned student contact.

7. A Jr./Sr. High School classroom teacher may not be assigned more than an average of 273 student contact minutes per day excluding homeroom time.

8. Sufficient laboratory sections will be scheduled such that if equally loaded would not average over fifteen (15) students.

Elementary and High School

1. Except in extreme circumstances substitutes shall be hired for all teachers who are absent, including special teachers. If there is a change in specials schedules on any day, notification of all bargaining unit members involved will be made as early as possible. No bargaining unit member shall be responsible for the duties of any substitute.

2. Any changes developed in the length of the school day or redesign of the program will not add to the total time the teachers assignment to classes or other supervisory duty as specified above.

3. "Release time" for bargaining unit members shall be as follows: During the first, second and third marking periods - one (1) 12:30 p.m. early student dismissal per marking period. During the fourth marking period, Elementary staff will receive three (3) 12:30 p.m. early student dismissals; Jr./Sr. High School staff will receive one (1) full day (except for the two Graduation Advisors). Every effort will be made to schedule elementary release time prior to parent conference.

4. Teacher specialists shall have at least the same amount of planning time as contractually guaranteed for classroom teachers. Special teachers shall be considered as the following: Physical Education, Speech, Resource Room, Remedial Reading, Instrumental Music and Vocal Music. The practice concerning prep time for the Librarian, School Nurse Practitioner, Guidance Counselors and School Psychologist shall continue without change by reason of this clause.

5. The work load of the teaching assistants shall continue as in the past.

6. An individual who is hired as a playground monitor will be available to teachers each day school is in session regardless of weather.

7. It continues to be the policy of the Board of Education and Administration not to require classroom teachers to be responsible for work covered in class while students attend Gifted and Talented pull out programs.

8. No bargaining unit member shall be required to have the work site in perfect condition on opening day.

9. Distance Learning

a. This Section shall apply to all Distance Learning programs of the District. In the event a new course is designated as appropriate for the Distance Learning Program, this Section shall be applicable with respect to any unit member who participates in it.

b. The use of the Distance Learning Program shall not cause any bargaining unit member to be laid off or reduced from full-time to part-time employment.

c. Participation in the Distance Learning Program shall not be used, in any way, by the District to argue or raise as a defense in any legal or quasi-legal forum that the Association has waived any right or lost any exclusivity over its bargaining unit work.

d. As a result of the offering of a Distance Learning Program course, no participating bargaining unit member shall teach outside his/her area of certification.

e. The teaching of Distance Learning Program courses shall be strictly voluntary.

f. Each Distance Learning Program course for which there is a bargaining unit vacancy shall be posted.

g. Unit members who apply shall be given preference over outside applicants.

h. Unless an instructor consents otherwise, all courses offered through the Distance Learning Program shall be taught during the normal school day. Courses scheduled with the consent of the instructor which occur other than during the normal school day shall be compensated at a rate mutually negotiated with the HTA prior to commencement of instruction.

i. When set-up, operation, transmission, reception, and take-down of equipment utilized in the instruction of the Distance Learning class exceeds that normally required by courses taught in the District by bargaining unit members with similar certification and/or in the same tenure area, the District shall provide qualified technical personnel to assist in those tasks. The instructor shall not be responsible for technical installation or maintenance of Distance Learning Program equipment

j. Should participating districts, from time-to-time, schedule visitation opportunities during the work day which Distance Learning Program instructors (and students) can meet to share learning and recreational activities to enhance the educational process, Distance Learning Program instructors shall be afforded full released time with pay for such activities.

k. The grading of Distance Learning Program student participants shall be the domain of the instructor. Where the grading system policies of participating schools cause inconsistencies, the decision of the home school of the student shall be final as to that particular student.

l. There shall be no transmission or reproduction of the Distance Learning Programs courses which emanate from the District beyond the participating school districts, without prior negotiation with and the expressed written consent of the Association.

m. All observation/evaluation of the work performance of bargaining unit members who participate in the Distance Learning Program must be conducted at the sending site in the classroom only by those District officials who are contractually authorized to observe/evaluate and shall conform in all other respects to the collective bargaining agreement.

SECTION 21 - AIDES AND TEACHING ASSISTANTS

The policy of providing aides to assist in supervision of playground, cafeterias, corridors, and clerical work will be continued.

1. Teaching Assistants

A. The School District may employ persons as teaching assistants.

They shall serve only under the general supervision of a licensed or certified teacher.

B. The employment of teaching assistants shall have the provision of educational services as its prime objective.

C. Functions which may be performed by a teaching assistant include:

(1) Working with individual pupils or groups of pupils on special projects while the teacher is engaged in working with other pupils;

(2) Providing the teacher with general information about pupils to aid the teacher in the development of appropriate learning experience;

(3) Providing assistance in the development of instructional materials and aiding pupils to use available resources.

(4) Utilizing special skills and abilities in such areas as foreign languages, arts, crafts, music and similar subjects.

(5) Supporting the teacher in providing an effective climate for learning.

D. Teaching assistants shall enjoy the benefits of all sections of this contract except:

Academic Freedom - Section E.l
Sabbatical Leave - Sec. 8.B
Evaluation of Teachers - Sec. 10
Teaching Assignments - Sec. 17.2.3. & 4.
Teacher Files - Sec. 25
Guidance/Psychologist Regulations

SECTION 22 - LENGTH OF SCHOOL DAY

The regular school day for bargaining unit members will not exceed seven (7) hours, five (5) minutes (7:55 a.m. - 3:00 p.m.) except on days faculty meetings are held.

SECTION 23 - FACULTY MEETINGS

1. First and third Mondays shall be set aside for faculty and/or grade level/department/faculty committee meetings. Notice will be given on the last work day prior to the scheduled meeting. If such Monday is a holiday, the next non-holiday Monday shall be set aside for the meeting if announced in advance.

2. Such meetings will last about one (1) hour and shall begin at 3:05 p.m.

SECTION 24 - TEACHER FILES

1. Each teacher shall have the right to review all material placed in their files except confidential information and references regarding the employee's pre-employment period. Such review shall be made in the presence of the person designated responsible for safekeeping of files (custodian of records).

2. Teachers shall have the opportunity to read all material to be placed in their file. The teacher shall acknowledge he has read the material by affixing his signature or initials and the date on the actual copy to be filed, with the understanding that such signature merely signifies he or she has read the material. Signature does not necessarily indicate agreement with its contents. The teacher shall have the right to answer any material filed and his answer shall be attached to the file copy. Such answers must be made within ten (10) working days of the date on which the material was initialed.

3. No material which is untrue shall be placed in said file. The burden of proving the falsity of said statements rests with the aggrieved. No entry in the personnel file shall be made without the knowledge of the teacher.

SECTION 25 - EVALUATION OF TEACHING ASSISTANTS

A. The observation and monitoring of the work performance of teaching assistants shall be conducted openly and honestly with the full knowledge of the teaching assistant.

B. An evaluation shall ordinarily cover a period not less than thirty minutes and not more than ninety minutes, unless mutually agreed upon, in advance, by the observer and the observed, followed by a written report to the teaching assistant which will be placed in his/her personnel file and a conference between the teaching assistant and the observer. If any part or all of the written report of the observation is unsatisfactory, the teaching assistant shall have the right to express in writing his/her comments which shall become a permanent part of the observation report. A second observation may not be conducted until the procedures for the first observation are completed. The written report of the observation shall include, but not be limited to:

1. comments related to the observed work performance
2. suggestions on changes that could improve work performance
3. an evaluation of the strengths, weaknesses, and areas needing improvement
4. comments relative to the teaching assistant's job performance and if there are areas that are considered either unacceptable or unsatisfactory, they must be stated.

C. Each teaching assistant shall be observed at least once per year, not prior to September 30th nor after May 15th.

D. After the observation and within thirteen (13) school days the observer shall discuss with the teaching assistant the observation. The teaching assistant shall receive a copy of the completed written report at least three days prior to the post conference. This conference shall include an offer of assistance from the observer.

E. Unless agreed otherwise by the teaching assistant, only Harpursville District administrators certified to conduct an observation may do so.

F. A teaching assistant shall have the right upon reasonable notice to administration to inspect the contents of his/her personnel file, and shall have the right to be accompanied by a representative during such file review.

G. A teaching assistant shall have the opportunity to read all material to be placed in his/her file. The employee shall acknowledge (s)he has read the material by affixing his/her signature or initials and the date on the actual copy to be filed, with the understanding that such signature does not necessarily indicate agreement with the contents. The employee shall have the right to answer any material filed and his/her answer shall be permanently attached to the file copy. Such answer must be made within ten (10) working days of the date on which the material was signed. No material which is untrue shall be placed in said file. The burden of proving the falsity of said material rests with the aggrieved. No entry in the personnel file shall be made without the knowledge of the teaching assistant.

SECTION 26 - DUES DEDUCTION

1. The Board agrees to deduct from the wages of represented employees dues for the Association as said Association members individually and voluntarily authorize the Board to deduct and to transmit monies promptly to the Association each month. Employees' authorizations shall be in writing. The combined amounts for dues of the Association and its affiliates shall constitute Association dues to be deducted.

2. The Board further agrees to deduct from the wages of its employees who are not members of the Association an Agency Fee equivalent to the combined dues of the Association and its affiliates and to transmit monies promptly to the Association each month.

3. Should an employee commence service to the District after the start of dues/agency fee paycheck deductions, said deductions will be pro-rated and divided equally among the remaining paychecks in that school year.

4. By October 10 of each school year the Association President will notify the District in writing as to that year's total amount of dues/agency fee deduction for each represented employee, together with a schedule of paycheck dates for such deductions.

SECTION 27 - MAINTENANCE OF AGREEMENT

Except as otherwise provided by this agreement, both parties shall strive to maintain at least the present terms and conditions of employment, of members of this bargaining unit, as set forth in this agreement.

The District shall not take actions or interpret written language in a manner which will deprive members of the bargaining unit of professional and/or employment benefits stated in this agreement.

This provision does not abridge the District's rights as provided in Education Law 1709.

SECTION 28 - STUDENT DISCIPLINE

1. A bargaining unit member shall not administer Corporal Punishment to discipline a student.

2. Where the grossness of a student offense, the persistence of the misbehavior, or the disruptive effect of the misbehavior makes the continued presence of a student in a classroom session intolerable, a bargaining unit member may direct the student to report to the Building Principal's office. In the event the student refuses to comply with such direction, the bargaining unit member shall call for assistance from the Building Principal. The Building Principal or the

Superintendent will inform the bargaining unit member sending a student to the Building Principal's office of the disciplinary action taken. In the instance when a staff member is faced with continual and repetitive behavioral problems as outlined above, the affected staff member may demand an emergency meeting with the Superintendent who shall assist in providing to the staff member the necessary relief and support, including but not limited to the timely development of a written plan.

3. A bargaining unit member will not physically restrain or move a student except when necessary to prevent the student from causing bodily harm to a person, and will use only such force as is necessary to prevent imminent bodily harm. Any complaints by parents of a student or by a student, that are directed toward a bargaining unit member, shall be promptly called to the bargaining unit member's attention, and the bargaining unit member shall be afforded an opportunity to reply to the same.

4. No pupil presenting severe disciplinary problems shall knowingly be assigned to any class without first informing the bargaining unit member of such class of the known facts relative to such pupil.

5. A copy of the discipline referral form will be returned to the bargaining unit member.

SECTION 29 - EMPLOYEE SALARY SCHEDULE

Graduate work and/or approved in-service may be compensated to a maximum of MA+60 hours. Graduate work must be pursued in an accredited college as defined by the Bureau of Teacher Certification. In-service education programs sponsored by the District will be granted credit for salary purposes at the rate of one-half graduate credit for each ten (10) contact hours. In-service education programs sponsored by any other organization must receive prior approval by the Board of Education and will be granted credit at the rate of one-half graduate credit for each ten (10) contact hours. Graduate credit will be provided after completion of each ten (10) hours of inservice education on the two dates coincident with other graduate hours. Tenured teachers who have yet to complete graduate course work for permanent certification, shall have the opportunity to enroll in approved courses, with the District reimbursing an amount up to the prevailing S.U.N.Y. tuition rate. Reimbursement will be made after proof has been submitted showing successful completion of the course(s). Teachers who participate in this offer shall not receive graduate credit reimbursement until ten (10) years after the completion of the course.

There will be two dates for submitting verification of the satisfactory completion of graduate work and/or approved in-service. Verification shall mean an official transcript from the school. These must be submitted one (1) week prior to the regular scheduled October Board meeting, or one (1) week prior to the regular scheduled March Board meeting.

Credit for Military Service - for veterans whose teaching career was interrupted by service in the United States Armed Forces, teaching credit up to a maximum of two (2) years

shall be allowed. If a veteran has less than two (2) years of military service, teaching credit shall be given for the actual time in service. To qualify for this credit, a veteran shall be one who has served in the military forces at any time from the beginning of World War II up to and including the Vietnam War. A person who graduated from college, trained to teach, who then served in the Armed Forces prior to accepting a teaching position, shall be eligible for teaching credit under this veteran provision.

Bargaining unit members with no experience shall be placed on Step 1 of the Salary Schedule. Experienced teachers entering the Harpursville Central School District shall receive salary credit for satisfactory teaching experience in other systems on a one (1) year for one (1) year basis up to seven (7) years. The Board may give credit beyond seven (7) years on a one (1) for two (2) years basis.

Other bargaining unit members shall be similarly credited.

Teachers requested to teach course work within his/her tenure area outside of the normal workday will be compensated at a rate equivalent to 1/1400th of his/her annual teaching salary (base salary plus professional development).

Teachers requested to do summer curriculum work will be paid the BOCES curriculum hourly rate.

Teachers requested to do the Homework Club will be paid $23.30 per hour.

Lead Teachers will be compensated at $2,296 for 2010-11; $2,298 for 2011-12; and $2,300 for 2012-13.

Teaching assistants shall be placed on step and shall receive 65% (.65) of that step's salary.

Employees will have the option of choosing either a twenty-two (22) or a twenty-six (26) pay system. Said choice must be made prior to end of the previous school year. Newly hired teachers must make said choice prior to September 10th.

The District shall pay employees one week's salary at the end of the first week of school and the District shall have the option of paying another week at the end of the second week of school before it begins the normal biweekly payroll schedule.

The District shall establish an IRS Section 125 account for bargaining unit member participation beginning not later than 1 November 1995. The Association and the District shall mutually establish the scope of the 125 account categories not later than 31 August 1995. Per participant fees, if any, for the administration of the program shall be announced to the bargaining unit member at the time of enrollment/participation and shall be shared equally between each participant and the District based upon the scope of individual participation. A presentation not to exceed one (1) hour regarding bargaining unit member participation shall be

conducted during a faculty meeting in the Fall of 1995. The Association and the District shall mutually develop this presentation.

COMPENSATION

STEP	YEARS EXP. (completed 6/30/10)	2010-11	YEARS EXP. (completed 6/30/11)	2011-12	YEARS EXP. (completed 6/30/12)	2012-13
1	0	$37,443	0	$37,817	0	$ 38,195
2	1	$37,814	1	$38,192	1	$ 38,573
3	2	$38,262	2	$38,570	2	$ 38,956
4	3	$38,727	3	$39,027	3	$ 39,341
5	4	$39,213	4	$39,502	4	$ 39,808
6	5	$39,717	5	$39,997	5	$ 40,292
7	6	$40,241	6	$40,511	6	$ 40,797
8	7	$40,787	7	$41,046	7	$ 41,321
9	8,9,10	$41,354	8	$41,603	8	$ 41,867
10	11	$41,943	9,10,11	$42,181	9	$ 42,435
11	12	$42,544	12	$42,782	10,11,12	$ 43,025
12	13	$43,147	13	$43,395	13	$ 43,638
13	14	$43,749	14	$44,010	14	$ 44,263
14	15	$44,383	15	$44,624	15	$ 44,890
15	16	$44,962	16	$45,271	16	$ 45,516

1. Bargaining unit members above Step 15 will receive an increase of 2.07% in 2010-11; 2.0% in 2011-12; and 2% in 2011-13 in base (i.e. in that portion of their salary which excludes professional development).

2. Approved graduate hours will be compensated at a rate of $72.42 per hour in 2010-11; $73.87 per hour in 2011-12; and $75.35 per hour in 2012-13.

3. Masters degrees shall be compensated at $2,015 in 2010-11; $2,055 in 2011-12; and $2,096 in 2012-13.

4. Insurance: The district will pay 90% of the premium amount for individual coverage and 87.5% of the premium amount for dependent coverage.

The District shall calculate the monthly contribution to be paid by employees as follows:

(a) For employees who enroll in an individual policy, the employee's monthly premium cost shall be determined by multiplying the total monthly premium for an individual policy by the then-in-effect contractual percentage for individual coverage.

(b) For employees who enroll in a family policy, the employee's monthly premium cost shall be the sum of: (1) the total monthly premium for an individual policy multiplied by the then-in-effect contractual percentage for individual coverage, plus (2) the difference between the total monthly premium for an individual policy and the total monthly premium for a family policy multiplied by the then-in-effect contractual percentage for dependent coverage.

5. Work Year - for each year of the contract: Attendance at 186.

6. The District will transmit to the Association Treasurer an amount of $7,750 for the bargaining unit member benefit fund to be used to augment medically-related benefits. The Association will file with the District by September 15 of each year a report setting forth in detail the expenditures from the fund.

7. Long term substitutes shall receive an additional ten dollars ($10) per day upon the attainment of twenty (20) consecutive days of service.

8. If bargaining unit member's children are accepted as non-resident students, the children will be allowed to attend the District tuition free.

SECTION 30 - PUPIL SERVICES PERSONNEL

1. The salary of the Guidance Counselor shall be indexed at 1.05 of the regular teachers' salary schedule. The Guidance Counselor shall work an additional total of ten (10) work days; five (5) days during the week after June graduation and five (5) days during the week before the September reopening of school. In addition to the Guidance Counselor's 1.05 indexed salary, (s)he shall receive an additional differential of five per cent (5%) for the above referenced ten additional work days.

2. The salary of the school Psychologist shall be indexed at 1.05 of the regular teachers' salary schedule. The School Psychologist shall work an additional ten (10) work days during the Summer at times jointly agreed to by the Psychologist and the Superintendent. For this additional work the Psychologist shall receive an additional differential of five per cent (5%).

3. The Guidance Coordinator will be compensated at $3,687 for 2010-11; $3,724 for 2011-12; and $3,761 for 2012-13

SECTION 31 - INTERSCHOLASTIC SPORTS

The Athletic Coordinator will be compensated at $7,717 for 2010-11; $7,794 for 2011-12; and $7,872 for 2012-13 and will have a teaching load equivalent to one-half a full time load or, currently, three classes.

Level 1.	**2010-11**	**2011-12**	**2012-13**
Head Coach	$6,300	$6,363	$6,427
Wrestling			
Basketball B&G			
Football			
Field Hockey			

Level 2.	**2010-11**	**2011-12**	**2012-13**
Head Coach	$5,672	$5,729	$5,786
Cross Country			
Volleyball			
Baseball			
Softball			
Outdoor Track			

Level 3	**2010-11**	**2011-12**	**2012-13**
Assistant Coaches	$4,429	$4,473	$4,518
For Level 1.			

Level 4	**2010-11**	**2011-12**	**2012-13**
Assistant Coaches	$4,181	$4,223	$4,265
For Level 2.			

Level 5	**2010-11**	**2011-12**	**2012-13**
Head Coach	$1,655	$1,672	$1,689
Golf			
Indoor Track			
Cheerleading			

Level 6	**2010-11**	**2011-12**	**2012-13**
Modified Coach	$3,557	$3,593	$3,629

Coaches will be appointed to a one year term. In the event the appointment is made but the activity is subsequently not offered, no payments will be made and the appointment shall be stayed until the activity is reinstated. At the end of each year, the Board will seek applications from anyone interested in a coaching position.

Coaches may be terminated at any time during the appointment for cause only.

First consideration will be given to bargaining unit members who apply for coaching positions. Coaches whose teams advance past the first round of sectional play will receive an additional 8% of their coaching stipend; coaches whose teams advance to intersectional play will receive an additional 3% of their coaching stipend; coaches whose teams advance into the finals or semifinals of the state championship will receive an additional 4% of their coaching stipend. Coaches who advance individuals within the team past the first round of sectional play will receive an additional 4% of their coaching stipend; coaches who advance individuals within the team to intersectional play will receive an additional 1.5% of their coaching stipend; coaches who advance individuals within the team into the finals or semifinals of the state championship will receive an additional 2% of their coaching stipend. Payment of the coaching stipend shall be transmitted to the coach with a normal payroll twice each season (Fall, Winter, Spring), one near the middle of the season and one immediately following the conclusion of the season. The payments shall be transmitted simultaneously for all of that season's sports. Any payments for post season play will be paid with the first normal payroll after the conclusion of the post season. Before final payment to coaches is made, the final report and good faith effort to collect equipment will be completed.

Any written evaluation shall be discussed with the coach within one month from the conclusion of the coaching season and the coach shall have an opportunity to respond to the evaluation. Any written comment thereto by the coach shall be permanently attached to the evaluation and shall be incorporated into the confidential coaching personnel files maintained by the district office.

SECTION 32 - CO-CURRICULAR COMPENSATION

	SALARIES 2010-11	SALARIES 2011-12	SALARIES 2012-13
6TH GRADE	$911.00	$920.00	$929.00
7TH GRADE	$911.00	$920.00	$929.00
8TH GRADE	$911.00	$920.00	$929.00
9TH GRADE	$1,116.00	$1,127.00	$1,138.00
10TH GRADE	$1,245.00	$1,257.00	$1,270.00
11TH GRADE	$1,545.00	$1,560.00	$1,576.00
12TH GRADE	$2,059.00	$2,080.00	$2,101.00
ART HONOR SOCIETY	$860.00	$869.00	$878.00
CHAPERONES	$20.71	$20.92	$21.13
CHESS CLUB	$772.00	$780.00	$788.00
COLOR GUARD	$1,289.00	$1,302.00	1,315.00
CONCESSION STAND	$395.00	$399.00	$403.00
DIRECTOR OF MUSIC	$2,113.00	$2,134.00	$2,155.00
EXTRA CURRICULAR ACCOUNTS	$3,939.00	$3,978.00	$4,018.00
HIGH SCHOOL YEARBOOK	$2,660.00	$2,687.00	$ 2,714.00
HOME TEACHING	$38.89	$39.28	$39.67
JUNIOR ART HONOR SOCIETY	$583.00	$589.00	$595.00
MARCHING BAND	$1,975.00	$1,995.00	$2,015.00
MIDDLE SCHOOL HONOR SOCIETY	$600.00	$606.00	$612.00
MIDDLE SCHOOL YEAR BOOK	$929.00	$938.00	$947.00
NATIONAL HONOR SOCIETY	$ 860.00	$869.00	$878.00
JUNIOR HONOR SOCIETY	$600.00	$606.00	$612.00
SADD/RADD	$727.00	$734.00	$741.00
SCHOOL NEWLETTERS	$1,001.00	$1,011.00	$1,021.00
SCHOOL PLAY	$1,715.00	$1,732.00	$1,749.00
SCIENCE CLUB	$922.00	$931.00	$940.00
SKI CHAPERONES (PER TRIP)	$89.89	$90.79	$91.70
SKI CLUB	$1,254.00	$1,267.00	$1,280.00
STUDENT SENATE MIDDLE SCHOOL	$600.00	$606.00	$612.00
STUDENT SENATE SR HIGH	$2,231.00	$2,253.00	$2,276.00
SUMMER COLOR GUARD	$2,525.00	$2,550.00	$2,576.00
SUMMER MARCHING BAND	$3,208.00	$3,240.00	$3,272.00
FRENCH CLUB	$600.00	$606.00	$ 612.00
TECHNOLOGY CLUB	$712.00	$719.00	$726.00
YORKERS	$1,545.00	$1,560.00	$1,576.00

	SALARIES	SALARIES	SALARIES
	2010-11	**2011-12**	**2012-13**
ENTREPENEUR CLUB ADVISOR	$772.00	$780.00	$788.00
STEM COORDINATOR	$2,296.00	$2,319.00	$2,342.00
SCIENCE	$2,296.00	$2,319.00	$2,342.00
ELA	$2,296.00	$2,319.00	$2,342.00
SOCIAL STUDIES	$2,296.00	$2,319.00	$ 2,342.00
MATH	$2,296.00	$2,319.00	$2,342.00
ELEM PRE K-2	$ 2,296.00	$2,319.00	$2,342.00
ELEM 3-4	$ 2,296.00	$2,319.00	$2,342.00
GRADES 5&6	$2,296.00	$2,319.00	$2,342.00
SUPER MENTOR	$2,296.00	$2,319.00	$2,342.00
LITERACY P-6	$2,296.00	$2,319.00	$2,342.00

1. Chaperoning is defined as the duty of supervising students beyond the normal work day or Club/Advisor activities beyond their seventh-hour. In the event an advisor anticipates performing duties beyond the normal scope of advisor tasks, (s)he shall request from the building principal prior approval for such activities and shall complete the appropriate form as per Appendix 4. The assignment of chaperones shall continue as in the past.

2. Activities which require the approved purchase of meals, tickets, and/or necessary expenditures shall be vouchered and reimbursed within two weeks of submission of the voucher, in keeping with the form enumerated in Appendix 3. It is understood that chaperones will not be entitled to meal reimbursement if the district does not pay for participating students' meals.

3. Overnight chaperoning rates shall be mutually determined between the parties prior to their assignment to bargaining unit member(s).

4. All chaperones shall be paid from District funds. Student organizations shall not have to fund the chaperoning stipends of bargaining unit members.

5. Advisorship rules are included in the advisor's handbook.

Co-curricular advisors will be appointed to a two-year term and may be reappointed for an additional two years at any time by the Board of Education. In the event the appointment is made but the activity is subsequently not offered, no payments will be made and the appointment shall be stayed until the activity is reinstated. Bargaining unit members have first refusal on the performance of duties as REACH Mentors.

At the end of two years the position shall be considered open and the Board will seek applications from anyone interested in the position.

A co-curricular advisor may be terminated at any time during the appointment for cause only.

SECTION 33 - WORK YEAR

By the end of the school year, the district shall not have required the staff to be in attendance more than 186 days, 180 of which shall have student contact. The work year for teaching assistants shall continue as in the past.

SECTION 34 - LABOR/MANAGEMENT MEETINGS

Meetings at the request of either the Administration or the Association will be held after school. The party requesting the meeting shall, in writing, specify its reason for requesting the meeting and each side shall be limited to no more than five people. These meetings shall last no more than two hours and may be extended by mutual agreement only.

This clause shall obligate the Administration to no more than one such meeting per month.

SECTION 35 – HEALTH INSURANCE BUYOUT

1.

2. Beginning July 1, 2013 each unit member not requesting health insurance shall receive an annual health insurance buyout equivalent to 12.5% of the family premium. Half of said buyout shall be paid to eligible unit members in the first paycheck after the end of the first semester. The remainder of the buyout shall be paid in the last paycheck of the school year.

3. Unit members voluntarily opting for the health insurance buyout must provide proof of insurance through a qualified carrier.

4. Such eligibility for payment shall continue until the employee requests reinstatement of health coverage in writing, to the administration. The district shall provide a health insurance buyout form to each returning unit member and new hire. Unit members who opt for the health insurance buyout may sign up for a district health insurance plan after a qualifying event, as defined by the insurance carrier. Under this circumstance, the buyout shall be prorated.

5. This clause will sunset June 30, 2014 unless this program is fiscally beneficial to both parties. If this program is fiscally beneficial this program will become part of the contract.

SECTION 35 - SIGNATURES

For the Association:

_____
President

_____
Date

For the District:

_____
Superintendent

_____
Date

BO/njg
Cwa 1141

DRAFT

APPENDIX #1

W.A. OLMSTEAD ELEMENTARY SCHOOL OFFICE SUPPLIES

AVAILABLE TO ALL TEACHING STAFF

FREE FOR THE ASKING ON NEED BASIS

Chalk (white or yellow)
Rulers
Paper Clips
Paper Fasteners
Staples
Scotch Tape (in dispensers and for desktop dispensers)
Scotch Tape Dispenser
Masking Tape (1" and 2")
Labels
Hanging File Folders
Manila Folders
Red Pencils
Rubber Bands
Desk Blotters and Refills
Staple Puller
Stapler
Push Pins
Thumb Tacks
Liquid Paper
Scissors (teacher and student)
Index-Cards (ruled and plain) 3x5, 4x6, 5x8
White Envelops (2 sizes)
Clasp Envelopes (various sizes)
Crayons & Refills (K & 1)
Pencils (K & 1 and Special Classes)
EZ Up Clips
Chalk Erasers
Cot Covers (K)
Carbon Paper
Zerox Transparencies
Black pens
Red/Blue pens
Pencils

APPENDIX #2

APPLICATION FOR SICK BANK LEAVE

Name: _____ Dept: _____

Current Address: _____

State Date of Anticipated Leave: _____

Expected Date of Return to Work: _____

Reason for Leave (Explain): _____

_____

_____

_____

_____

NOTE: A leave request based on an employee's health condition must be accompanied by a verifying medical certification from a physician.

I hereby authorize the District to contact my physician to verify the reason for my requested leave or for any other information concerning my requested sick leave bank usage.

I understand that a failure to return to work at the end of my leave period may be treated as a resignation unless an extension has been agreed upon and approved in writing by the District.

Signature: _____ **Dated:** _____

Approved by Sick Bank Committee

_____ Number of Days Approved

_____

Sick Bank Committee Representative

MEDICAL CERTIFICATION STATEMENT
(Employee's Own Illness)

Name of Employee: _____

Date Condition Began: _____

Date Condition Ended (or is expected to end): _____

Medical Facts Regarding the Condition: _____

_____

_____

_____

Explanation of extent to which employee is unable to perform the functions of the employee's job:

_____

_____

_____

Health Care Provider Signature: _____

Date: _____ **Office Phone:** _____

Medical Release:

I authorize the release of any medical information necessary to process the above request.

Patient's Signature: _____ **Date:** _____