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#### **Contract Database Metadata Elements**

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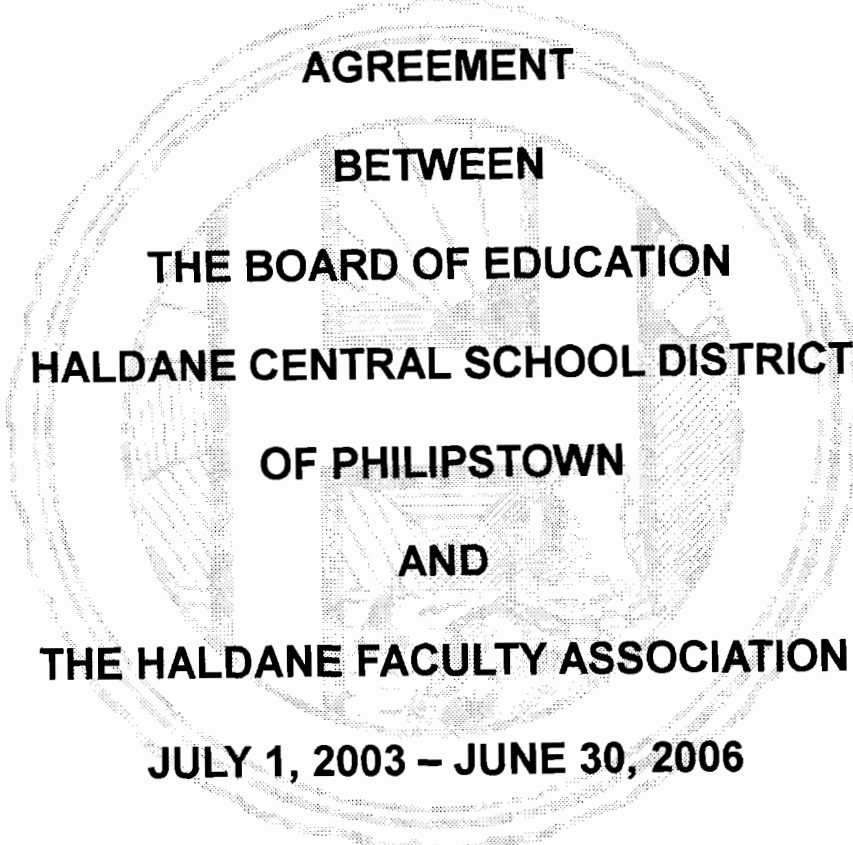
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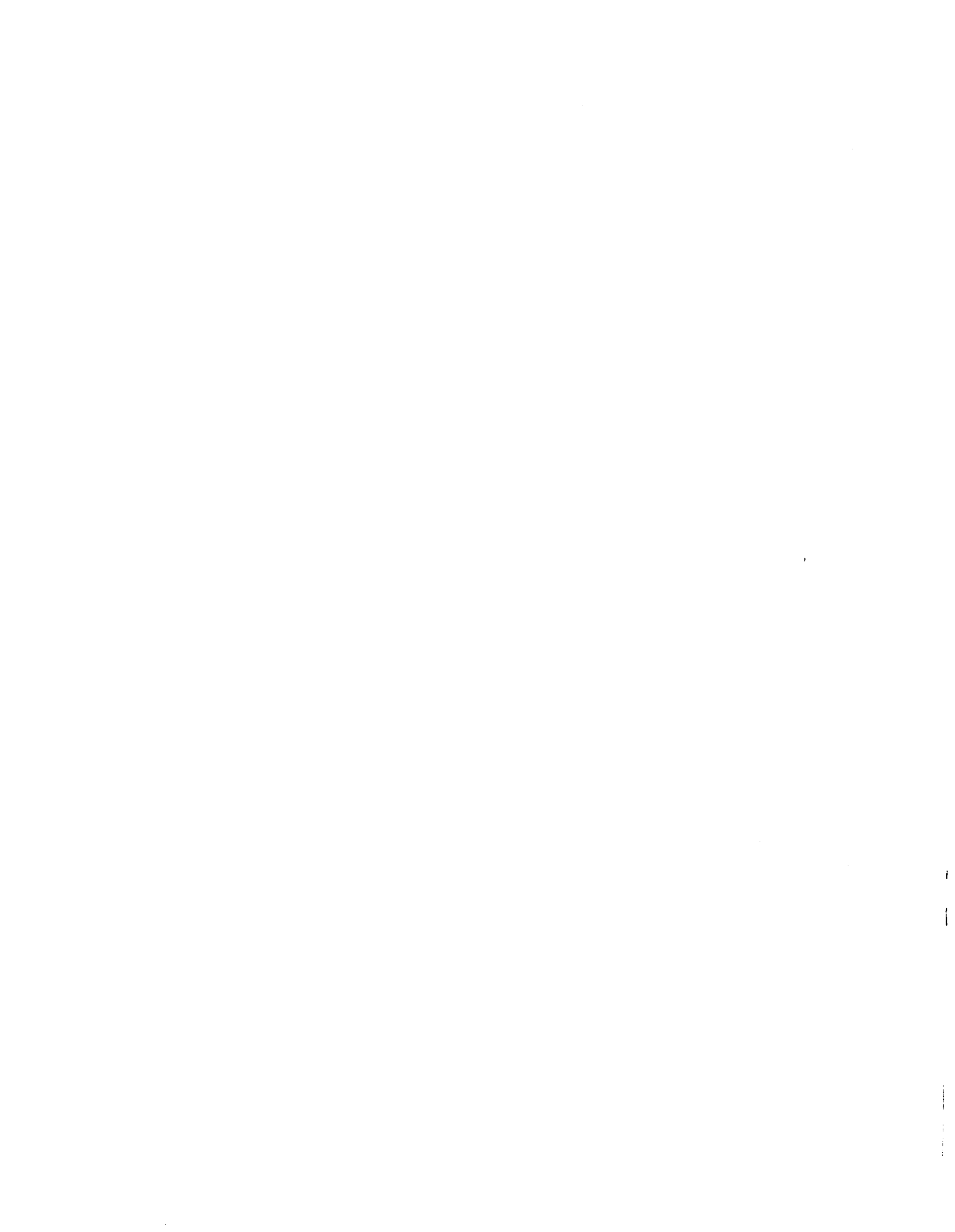


**AGREEMENT**  
**BETWEEN**  
**THE BOARD OF EDUCATION**  
**HALDANE CENTRAL SCHOOL DISTRICT**  
**OF PHILIPSTOWN**  
**AND**  
**THE HALDANE FACULTY ASSOCIATION**  
**JULY 1, 2003 – JUNE 30, 2006**

**RECEIVED**

DEC 27 2004

**NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**



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## **PREAMBLE**

**The purpose of this Agreement is to promote harmonious and cooperative relationships between the Board of Education, Haldane Central School District of Philipstown, hereinafter referred to as the "Employer" and/or the "Board" and the Haldane Faculty Association, hereinafter referred to as "HFA" and/or the "Association".**

## 2. Theorem

Let  $f: X \rightarrow Y$  be a function. Then  $f$  is injective if and only if  $f(A \cap B) = f(A) \cap f(B)$  for all subsets  $A, B$  of  $X$ . Similarly,  $f$  is surjective if and only if  $f(A \cup B) = f(A) \cup f(B)$  for all subsets  $A, B$  of  $X$ . Finally,  $f$  is bijective if and only if  $f(A \cap B) = f(A) \cap f(B)$  and  $f(A \cup B) = f(A) \cup f(B)$  for all subsets  $A, B$  of  $X$ .

**ARTICLE I: RECOGNITION**

- A. The Employer recognizes the Haldane Faculty Association as the negotiating unit representing the professional employees of the Haldane Central School District of Philipstown for the purpose of collective bargaining and grievances. The period of unchallenged representative status for HFA shall be the maximum period of time in accordance with the Public Employees' Fair Employment Act, Article 14 of the Civil Service Law (Taylor Law).
- The HFA Bargaining Unit shall be defined as regularly employed teachers, teaching assistants, guidance counselors, school psychologist, reading specialists, librarians, child assistance specialist, speech therapist, and school nurse teacher.
- B. Nothing herein shall be construed to prevent the Board from meeting with any other teacher organization for the purpose of hearing their views and requests on matters under negotiation, so long as (a) the representative of the Association shall be given 48 hours notice of such a meeting, (b) notification of subject of the meeting is given, and (c) that before making any change or modifications in the terms and conditions of this contract, the Board shall negotiate same with the representatives of the Association.
- C. It is further agreed that nothing herein shall be construed to require that such teachers shall be members of any organization as a term or condition of employment and that there be no disciplinary action taken against any teacher for joining any organization.
- D. If a new job title is created during the life of this contract, the inclusion of said job title within the bargaining unit shall be determined by the mutual agreement of the parties.

## **ARTICLE II: ADMINISTRATIVE TEACHING**

Administrators spending 60 minutes or less teaching on the elementary level or 45 minutes or less teaching on the secondary level per day shall be excluded from the bargaining unit. No administrator will be permitted to exceed 60 minutes teaching in the elementary level or 45 minutes teaching in the secondary level per day, except that in the case of special education, an administrator may spend no more than a total of 90 minutes teaching daily of which no more than 75 minutes may be on the secondary level. In no event shall administrators exceed a total of 4½ hours teaching per week; 2 hours 15 minutes on the elementary level and 2 hours 15 minutes on the secondary level.

## **ARTICLE III: EDUCATIONAL PLANNING COMMITTEE**

- A. The Association and the Board agree that each member of the professional staff shall have an opportunity to contribute to educational planning. Therefore, an Educational Planning Committee (hereinafter EPC) shall be established.
- B. The EPC shall be advisory in nature.
- C. Membership on the EPC shall be mutually determined by the President of the HFA and the Superintendent of Schools and shall represent the major grade groupings within the District. i.e., Primary, Intermediate, Junior High, Senior High).
- D. Educational Planning shall include new courses of study, major revisions of existing course of study, changes in methodology, changes in pupil management regulations and policies, and changes in any and all matters which pertain to the instructional and pupil management programs.
- E. Normally, Educational Planning will occur within the major grade groupings through discussion between the Faculty and Administration so concerned. In the event the matter under discussion cannot be resolved on that level, it may be referred to the EPC by either the Administration or the Faculty concerned.

**ARTICLE III: EDUCATIONAL PLANNING COMMITTEE (cont'd)**

- F. The EPC may from time-to-time create sub-committees to explore and evaluate proposals brought before it. These sub-committees shall report their recommendations to the EPC.
- G. The EPC shall forward its recommendation(s) in writing to the Superintendent who shall consider and act upon said recommendation(s) and report said actions in writing to the EPC.

**ARTICLE IV: JOINT LABOR-MANAGEMENT COMMITTEE**

- A. A Joint Labor-Management Committee is hereby established. The purpose of this committee is to discuss and attempt to resolve matters of mutual concern pertaining to labor-management relations between the Board of Education and the HFA.
- B. The Committee shall consist of a maximum of six (6) members chosen annually. Two (2) - Three (3) members shall be designated by the Board of Education and two (2) - three (3) members designated by the HFA President. The Chairperson of the Committee shall rotate from meeting to meeting between a Board designated member and an HFA designated member.
- C. The agenda for each meeting shall be mutually agreed upon by the members of the Committee in advance of the actual meeting.
- D. The Committee shall meet once per month during the school year. Meeting dates and times shall be agreed to mutually in advance of each meeting. If possible, the parties will schedule some meetings during mutually agreed to free time during school hours.

**ARTICLE V: RIGHTS OF THE HFA**

- A. The HFA shall have sole and exclusive right with respect to other teacher organizations to represent all members of the bargaining unit as defined in Article I in any and all proceedings under the Public Employees' Fair Employment Act, under other applicable law, rule, regulations or status, under the terms and conditions of this Agreement, to:

**ARTICLE V: RIGHTS OF THE HFA (cont'd)**

designate its own representatives and to appear before any appropriate official of the Employer to effect such representation; direct, manage, and govern its own affairs; determine those matters which the membership wishes to negotiate and to pursue all such objectives free from any interference, restraint, coercion or discrimination by the Employer or any of its agents.

- B. The HFA shall have the sole and exclusive right to pursue any matter or issue including but not limited to the grievance and appeal procedure in this agreement and to pursue any matter or issue to any court or competent jurisdiction, whichever is appropriate; and shall not be held liable to give any non-member any of its professional, legal, technical or specialized services.
- C. During each year of this Agreement, leave will be granted to Association officers or their representatives for Association business not to exceed ten (10) days.
- D. The HFA President shall not have study hall or any other duty period.

**ARTICLE VI: RIGHTS OF BARGAINING UNIT MEMBERS**

- A. Any bargaining unit member covered by the provisions of this Agreement shall be free to join or refrain from joining the HFA without fear of coercion, reprisal or penalty from the HFA or the Employer.
- B. Bargaining unit members may join or take an active role in the activities of the HFA without fear of any kind of reprisals from the Employer or its agent.
- C. Upon being offered a position and prior to accepting, a potential employee shall be given access by the district to an HFA Contract and a list of HFA officers and their telephone numbers which will be provided by the HFA.

## ARTICLE VII: COMPENSATION

- A. Wages and Salaries. Wages and salaries covered by this Agreement shall be in accordance with the schedule listed in Appendix A-1. Increments shall be paid in 2003-2004, 2004-2005, 2005-2006 where applicable.
1. The term "Base Salary" referred to in this contract shall mean steps listed in Appendix A-1.
  2. The term "Total Teaching Salary" referred to in this contract shall be the teacher's salary (based on the step he/she is on), plus any and all credits for which he/she is receiving remuneration plus tenure, longevity, Master's Degree, and beginning on July 1, 2002, Doctoral Degree remunerations. It will not include any other salary or remunerations.
- B. Salary Notices
- Salary notices for all Bargaining Unit Members shall be issued within fifteen (15) working days after settlement of the contract. In the event that settlement takes place during the period July 1st through August 15th, salary notices for all Bargaining Unit Members shall be forwarded by mail to the Bargaining Unit Members' summer addresses with the normal opening of school notices.
- C. Salary Payment Plans
- Bargaining Unit Members may have the option of selecting a 22 or 26-payment plan before the first salary payroll is made up. Once the plan is selected, a Bargaining Unit Member will be expected to remain on the selected schedule for the duration of the year. Payroll dates shall be the first Thursday after the opening of school and every other Thursday within the school year except when such dates fall on a holiday or a vacation. When this occurs, the pay date shall be on the previous school day to the days mentioned above. The Board will provide for direct deposit of paychecks to mutually agreeable banks.



**ARTICLE VII: COMPENSATION (cont'd)****D. Graduate Credits/Inservice Credits**

1. Credit for approved post baccalaureate study, in order to be allowed on the salary schedule (Appendix A) must be in the teacher's field of employment or directly related thereto, must be a post baccalaureate credit at a regionally accredited institution registered with the New York State Department of Education and must be approved by the Superintendent.
2. A teacher may request, in writing, approval of a particular course credit prior to taking such course.
3. Coursework outside the teacher's immediate area of instruction will require the superintendent's prior approval.
4. Application for credits, to be used in salary computations for the current school year, shall be made to the Superintendent no later than the end of the first week of school. The final approval must be supported by an official document or grade report from the school attended.
5. Application for credits earned during fall semester to be used in salary computations for the spring semester shall be made to the Superintendent no later than the end of the first week of January. Final approval must be supported by an official document, such as a grade report or transcript from the school attended.
6. Application for salary credit for courses must be made within one year of completing same.
7. Other than semester units of credit will be converted to the semester hour basis.

**ARTICLE VII: COMPENSATION (cont'd)****Graduate Credits/Inservice Credits (cont'd)**

8. In-service courses taken by the teachers and paid for by them shall be paid according to Appendix A. Inservice credits will be based on the number of hours of class time with fifteen hours of approved study being equivalent to one inservice credit as approved by the superintendent.
9. Each teacher may earn up to a maximum of 60 credits beyond the Bachelor's Degree and, with a Master's or Doctoral Degree, a maximum of 90 credits beyond the Bachelor's Degree.
10. Teachers whose credit accumulations exceed the limits of Article VII, D9 as of September, 1976, shall retain credit for said accumulation.
11. As an alternative to receiving credit towards salary computation, teachers shall have the option of receiving reimbursement for tuition costs of course work. In order to be eligible for reimbursement, the courses must meet the same criteria as set out in Article VII D-1. In no circumstances may a teacher receive reimbursement or salary credit for course work taken beyond MA + 60. Such reimbursement will be paid to the teacher upon presentation of a bursar's receipt for tuition. At the completion of the course, a transcript demonstrating successful completion will be submitted to the Personnel Office. Should such evidence of successful completion not be submitted within five months of the end of the semester, the district shall deduct an amount equal to the reimbursement in three equal payments over three succeeding payroll checks.

**ARTICLE VII: COMPENSATION (cont'd)****E. Credit for Past Teaching Experience**

It is possible for newly employed teachers to receive further credit on this salary schedule for past teaching experience. However, the Board reserves the right to limit the amount of experience earned in another school which is to be credited on this salary schedule.

**F. Extracurricular Pay**

1. Payments for conducting extra-curricular activities, i.e. coaching and sponsoring certain clubs or activities are shown at Appendix B-1 and B-2.
2. Any and all jobs currently listed in Appendices B-1 and B-2 and performed by Bargaining Unit Members shall not be contracted to any outside party unless Bargaining Unit Members are given first refusal. However, should a person outside the bargaining unit be employed by the district, such employee shall be eligible to hold a position until such time as the incumbent resigns. It is understood that any nonbargaining unit employee will be qualified for the position in question consistent with the regulations of the Commissioner of Education where applicable. When such positions become vacant the position will be posted and the right of first refusal referenced above will be in effect.

The right-of-first-refusal will be waived if there are 2 consecutive years of unsatisfactory evaluations. Such evaluations will take place using an evaluation tool and procedure developed by a joint committee of union and district representatives. The evaluation committee of 3 HFA members (selected by the HFA president) and 3 administrators (selected by the Superintendent) shall convene no later than November 1, 2003 with the expectation that the new evaluation tool and procedure will be jointly agreed upon no later than March 15, 2004. (See Appendix C)

**ARTICLE VII: COMPENSATION (cont'd)****Extracurricular Pay (cont'd)**

3. Bargaining Unit Members who accept assignment for supervision of junior high clubs and/or intramurals will be compensated as indicated in Appendix B-2.
4. Any member of the bargaining unit who coaches an interscholastic sport whose team plays in a post-season tournament beyond divisional play-offs will be awarded an additional five (5) percent of his/her contract stipend per full week (7 days) of service. This will commence on the day following the divisional playoffs. If, due to team elimination from tournament play, no further coaching service is needed, the Bargaining Unit Member will receive five (5) percent of his/her stipend for the week or any fraction of service provided in that week. This provision shall not apply to any time spent coaching beyond the state championship or federation competition.

**G. Chaperone Assignments**

If not enough members of the bargaining unit apply for chaperoning assignments pertaining to a particular activity after said assignments have been posted for volunteers, the building principal, seven working days prior to the event shall request from the union president a recommendation as to who should be appointed to fill the vacant assignments. At least two days prior to the activity, the union president shall supply the building principal a written list of the Bargaining Unit Members to be appointed to such assignments. In the event that the names have not been provided as stated above, the Superintendent shall have the right to appoint a member or members of the bargaining unit to fill such assignments. Care will be taken to provide that all such assignments including voluntary appointments will be made in a fair and equitable manner.

**ARTICLE VII: COMPENSATION (cont'd)****H. Payroll Deductions**

Payroll deductions are authorized for the purpose of purchasing U. S. Savings Bonds, credit union deposits or for other purposes agreed upon by both parties. Authorization for payroll deductions pursuant to this section must be made in writing and shall be given to the payroll clerk at least two payroll periods prior to the effective date of such payroll deduction. No more than four changes in payroll deductions shall be permitted per school year.

**I. Separation Pay**

1. Current unit members shall have a 30 day grace period from the Board's October 7, 2003 ratification of this Memorandum to notify the Board of Education of their intent to use the Option I 7%/12% Separation Pay clause and retire in 2 years or use the Option II Separation Pay clause. Regardless of which option is selected, however, the separation pay in question (either the 7%/12% raise or the sell-back of unused sick days) shall be structured as a non-elective employer contribution to the 403(b) account of the unit member's designation, pursuant to the conditions detailed below. Under no circumstances shall anyone receive cash in lieu of, or as an alternative to, this employer non-elective contribution. If the 7%/12% option is chosen, then the 7% contribution shall be paid to the unit member's 403(b) within 30 days of the end of the school year in the penultimate year of service. The 12% contribution shall be paid to the unit member's 403(b) within 30 days of retirement. Current employees who are pre-1971 Tier 1 members of the NYSTRS who elect to remain eligible for the Option I 7%/12% Separation Pay clause will not be obligated to retire in 2 years. After the 30 day grace period, the Option I 7%/12% Separation Pay clause shall sunset for those who did not choose that provision. The 30-day grace period also applies to unit members who have

**ARTICLE VII: COMPENSATION (cont'd)****Separation Pay (cont'd)**

notified the Board since July 1, 2003 of their intent to use the Option I 7%/12%

Separation Pay clause. Within this 30-day period, these employees may switch to the Option II Separation Plan.

**2. Option I**

a. A teacher, to receive separation pay, shall notify the Employer of his or her intention to retire on or before return of salary notice up to two (2) years prior to retirement of his or her plans to do so.

b. Upon receipt of such notice, the Employer will add seven percent (7%) of the teacher's total teaching salary for the first year and twelve percent (12%) of the teacher's total teaching salary for the second year.

c. If the teacher gives the Employer one year's notice as above described, twelve percent (12%) of the teacher's total teaching salary will be added to the teacher's total teaching salary for that year only.

d. Notice shall be given in good faith and shall be considered binding and irrevocable by both parties.

e. A teacher who retires for reasons of health, may request consideration of the Board in respect to the twelve percent (12%) additional salary.

**3. Option II**

Teacher unit members who did not choose the 7%/12% Separation Pay clause referenced above and who have accrued 180 sick days, will sell back all unused sick days above the 180 days at the rate of \$108 per day. Sellbacks shall occur on the last day of school and/or the last day of employment. Such sellback money shall be placed in an IRS 403(b) or 457 Plan, at the discretion of the employee, to the extent allowed by law within

**ARTICLE VII: COMPENSATION (cont'd)****Separation Pay (cont'd)**

30 days of the sellback. If the money is unable to be placed in either fund, the remainder shall be paid as salary. The maximum lifetime sellback by unit members is limited to 180 days.

However, in the final year of employment, those unit members with 10 or more years of District service may sell back any number of sick days up to the 180 day lifetime maximum and receive a non-elective employer contribution pursuant to the conditions outlined below.

1. **No Cash Option**

No employee may receive cash in lieu of or as an alternative to any of the Employer's Non-elective Contribution(s) described in the following paragraphs.

2. **Contribution Limitations**

In any applicable year, the maximum Employer Contribution shall not cause an employee's 403(b) account to exceed the applicable contribution limit under Section 415(c)(1) of the Code, as adjusted for cost-of-living increases. For Employer Non-elective Contributions made post-employment to former employees' 403(b) account, the Contribution Limit shall be based on the employee's compensation, as determined under Section 403(b)(3) of the Code and in any event, no Employer Non-elective Contribution shall be made on behalf of such former employee after the fifth taxable year following the taxable year in which that employee terminated employment.

In the event that the calculation of the Employer Non-elective Contribution referenced in any of the preceding paragraphs exceed the applicable Contribution Limits, the excess amount shall be handled by the Employer as follows:

**ARTICLE VII: COMPENSATION (cont'd)****Separation Pay (cont'd)**

A. For all members in the New York State Teachers' Retirement System ("TRS") with a membership date before June 17, 1971, and for all members in the New York State Employees' Retirement System regardless of their membership date, the Employer shall first make an Employer Non-elective Contribution up to the Contribution Limit of the *Internal Revenue Code* and then pay any excess amount as compensation directly to the Employee. In no instance shall the Employee have any rights to, including the ability to receive any excess amount as compensation unless and until the Contribution Limit of the *Internal Revenue Code* are fully met through payment of the Employer's Non-Elective Contribution; and

I. For all members in the New York State Teachers Retirement System ("TRS") with a membership date in the TRS on or after June 17, 1971, the Employer shall first make an Employer Non-elective Contribution up to the Contribution Limit of the *Internal Revenue Code*. To the extent that the Employer Non-elective Contribution exceeds the Contribution Limit, such excess shall be reallocated to the Employee the following year as an Employer Non-elective Contribution (which Contribution shall not exceed the maximum amount permitted under the Code), and in January of the following year for up to four

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**1 Explanation for TRS Categories:** Under *Education Law* § 501(11)(a), the calculation of a TRS Tier I member's last five years final average salary (upon which a member's life-time pension is, in part, calculated) includes any non-ordinary income (such as termination pay) which is received as compensation prior to December 31<sup>st</sup> of the year of retirement. Thus, such a member would benefit from receiving, as compensation, in their final year of employment that portion of the Employer Non-elective contribution, which is in excess of the maximum Contribution Limits of IRC §415. The final average salary of Non-Tier I members of the TRS may not include any form of Termination Pay; therefore, the Employer's post-retirement payment into the employee's 403(b) account of that portion of the Employer Non-elective Contribution, which is in excess of the maximum Contribution Limits of IRC §415, is more advantageous to the Non-Tier I TRS member.



**ARTICLE VII: COMPENSATION (cont'd)****Separation Pay (cont'd)**

(4) years after the year of the Employee's employment severance, until such time as the Employer Non-elective Contribution is fully deposited into the Employee's 403(b) account. In no case shall the Employer Non-elective Contribution exceed the Contribution Limit of the *Internal Revenue Code*.

**3. 403(b) Accounts**

Employer contributions shall be deposited into the 403(b) account selected by employee to receive Employer contributions, provided such account will accept Employer Non-elective Contributions. If the employee does not designate a 403(b) account to receive Employer's contributions, or if the account designated will not accept Employer's Non-elective Contributions for any reason, then Employer shall deposit contributions, in the name of the employee, into the NYSUT endorsed 403(b) program.

**4. Tier I Adjustments**

Tier I members with membership dates prior to June 17, 1971, Employer Non-elective Contribution hereunder will be reported as non-regular compensation to the New York State Teachers' Retirement System.

5. This agreement shall be subject to IRS regulations and rulings. Should any portion be declared contrary to law, then such portion shall not be deemed valid and subsisting, but all other portions shall continue in full force and effect. As to those portions declared contrary to law, the Association and Employer shall promptly meet and alter those portions in order to provide the same or similar benefit(s) which conform, as closest as possible, to the original intent of the parties.
-

**ARTICLE VII: COMPENSATION (cont'd)****Separation Pay (cont'd)**

6. This agreement shall further be subject to the approval of the 403(b) Provider, which shall review the MOA solely as a matter of form and as the provider of investment products designed to meet the requirements of Section 403(b) of the *Internal Revenue Code*.

Upon request, ING Life Insurance and Annuity Company ("ILIAC") agrees to provide the Employer with ILIAC's standard hold harmless agreement where the Employer has selected ILIAC as the provider of 403(b) accounts for receipt of Employer Non-elective Contributions.

7. The Employer is responsible for providing accurate information to the 403(b) Provider. This information includes both Elective and Employer Non-Elective Contributions and the amount of the participant's Includible Compensation. To the extent inaccurate information is transmitted by the Employer to the 403(b) Provider, any issues that arise from the inaccurate information shall be the responsibility of the Employer.

8. **Employer Non-Elective Contribution Equal to Separation Pay**

The Employer agrees to make an Employer Non-elective Contribution to the 403(b) account of each covered employee, who severs their employment with the Employer during the contract year. The amount of the Employer Non-elective Contribution shall equal the accumulated leave days (Separation Pay) benefit which is specified in Article VII of the Collective Bargaining Agreement. The Employer shall make the maximum contribution permitted under Section 415(c)(1) of the Internal Revenue Code of 1986, as amended, for the year in which the employee severs employment. However, unit members who will sell back 150 or more days in their final year of employment who

**ARTICLE VII: COMPENSATION (cont'd)****Separation Pay (cont'd)**

notify the District less than 90 days before their separation date shall receive the sellback money into the 403 (b) Plan no later than 4 months after the separation date. Unit members who will sell back 150 or more sick days in their final year of employment must notify the District at least 90 days before their separation date in order to receive the sellback money into the 403 (b) Plan 30 days after their separation date.

**J. Termination/Continuation of Employment**

1. The District shall provide written notice of termination of employment to Bargaining Unit Members. Such notice shall be provided at least sixty (60) days prior to the effective date of said termination or denial of tenure.
2. All resignations will be sent, in writing, to the Superintendent.

**K. Part-Timers**

In the event an employee is hired during the life of this contract whose employment involves performance of bargaining unit work and is employed more than half time, the parties agree that he or she shall become a member of the HFA Bargaining Unit and will meet and mutually agree to an appropriate salary, preparation and supervisory time. Although part-time teacher members of the bargaining unit shall be entitled to 92.5% coverage for health insurance, their pro-rated preparation time and supervisory assignments remain at 100%.

**L. Department Heads/Team Leaders**

If instituted by the District, Department heads and/or team leaders will be compensated at a rate provided for in Appendix B-2.

**ARTICLE VII: COMPENSATION (cont'd)****Tax Sheltered Annuity (cont'd)****M. Tax Sheltered Annuity**

1. The Bargaining Unit Member shall be entitled to select an annuity program from a list of ten (10) companies to be agreed upon by mutual consent of the parties.
2. Such application for modification of the contract for the purpose of contributing to a purchased annuity policy shall be made on a form supplied for such purpose by the Employer.
4. If a member of the bargaining unit new to the Haldane School District has purchased an annuity policy prior to their employment at Haldane, the District shall, at the option of the Bargaining Unit Member, continue payment to the Insurance Company of his/her choice.
4. Authorized premiums will be withheld only from salaries earned after the effective date of the allocated modifications to the employment contract between the Employer and the member affected.

**N. Special Education Assistants**

Teaching Assistants who are assigned to assist special education students with such duties as feeding, diapering, and restraining shall receive an annual stipend of \$300 per year.

**ARTICLE VIII: LEAVES OF ABSENCE****A. Medical Leave (Sick Leave)**

1. Any non-tenured bargaining unit member Haldane service will be allowed ten (10) days each year until tenured for personal illness or serious illness in the immediate family.

**ARTICLE VIII: LEAVES OF ABSENCE (cont'd)****Medical Leave (Sick Leave) (cont'd)**

2. Each tenured bargaining unit member shall be allowed fifteen (15) days for personal illness or serious illness in the immediate family.
3. Medical leave for teachers is to be cumulative from year-to-year up to 180 days; for teaching assistants, medical leave is to be cumulative from year-to-year up to 100 days.
4. For those teachers with at least twenty (20) years of teaching experience whose medical leave time has been exhausted, an additional ten (10) days medical leave per year will be granted by the Board of Education. This additional ten (10) day leave period will be granted only if needed and will not be cumulative.
5. Medical Leave should be taken in the following order:
  - a. Accumulated sick time
  - b. For those teachers with twenty (20) years of teaching experience, whose medical leave has been exhausted, an additional ten (10) days medical leave per year will be granted by the Board of Education.
  - c. Sick Bank Leave is granted by the Sick Bank Committee.
  - d. Substitute Teacher's Daily Pay. (See Article VIII B-3, e-1 and 2).
6. In case of an absence of five (5) consecutive days or longer, the Employer may require a certificate from the teacher's physician verifying the illness and that the teacher is physically and/or mentally capable of resuming his or her duties.
7. In case of an absence of ten (10) school days or longer, a teacher returning to duty must provide the Board of Education with a certificate from the school physician or another physician approved by the Board, certifying that the teacher is

**ARTICLE VIII: LEAVES OF ABSENCE (cont'd)****Medical Leave (Sick Leave) (cont'd)**

physically and/or mentally capable of resuming his or her duties.

8. Any teacher absent for ten (10) consecutive school days because of illness, will furnish the Board of Education with a statement from his/her doctor certifying to the seriousness of the teacher's illness, and the probable duration of the absence. In the event that the teacher's absence extends beyond the doctor's original estimate, another statement must be given the Board of Education. This procedure, as outlined, will continue until the aforementioned return to duty requirement has been met.
9. In other cases of absence due to illness, the Board reserves the right to require a certificate as provided above, either by the school physician or another physician approved by the Board. Such examinations required by the Board shall be paid for by the Board of Education.
10. In order to qualify for sick leave, an employee must report the case to the proper school authorities as promptly as possible, but not later than the time he or she is scheduled to report for duty.
11. If a doctor, approved by the Board, required a teacher to take a leave of absence up to one year, the Board will grant such leave without pay.
12.
  - a. In cases of absence due to injuries received while employed by the Board of Education and when the injury has been reported to and accepted as covered by the school district's compensation insurance carrier, the teacher shall continue to receive full pay for the first sixty (60) working days of absence.
  - b. Any payments from the compensation insurance carrier in lieu of salary covering the initial sixty (60) working days of the teacher's absence shall be paid

**ARTICLE VIII: LEAVES OF ABSENCE (cont'd)****Medical Leave (Sick Leave) (cont'd)**

to the school district by the teacher receiving such payments.

c. At the end of sixty (60) working days after the injury covered by compensation insurance, the regular sick leave provision of this contract shall commence.

**B. Sick Leave Bank**

1. The Board of Education and the Haldane Faculty Association will jointly administer a sick leave bank for all teachers who have at least one full year of service with the District. The purpose of the sick leave bank shall be to provide a source of sick leave for teachers who are victims of catastrophic, prolonged, and/or disabling illnesses and who have used all their accumulated sick leave; provided they meet the qualifications for use of the bank.

**2. Guidelines for Contributions - Sick Leave Bank**

The sick leave bank time shall be contributed by teacher members of the bargaining unit with each teacher member (with one or more years of service) required to contribute equally up to two (2) days each year as needed to maintain the bank at 200 days at the beginning of each year. Under no circumstances may the number of days withdrawn by teachers in the bargaining unit exceed 200 days in any one school year.

Contributions will be made as follows:

a) Teachers who are not in their first year but who have joined the staff since the last contribution date will contribute in the same manner as a regular staff member.

b) The sick bank will be updated and replenished as of September 1 of each year.

Teachers who are on long term leave will contribute to the bank as if they

**ARTICLE VIII: LEAVES OF ABSENCE (cont'd)****Sick Leave Bank - General Guidelines (cont'd)**

were here.

- c) Long term subs will not be asked to contribute to the sick bank as they are not eligible to benefit from it.
- d) Part-time staff members will contribute in the same manner as a full-time staff member except for teachers employed for less than half-time who will contribute a maximum of one day per year.

3. **Sick Leave Bank - General Guidelines**

Teachers who have used all of their sick leave time and are victims of catastrophic, prolonged, and/or disabling illness shall apply for use of the sick leave bank in accordance with the following procedure:

- a) The sick leave bank shall be administered by a committee of four persons with two members appointed by the Association and two members appointed by the Board of Education. Committee members will be designated annually.
- b) The Committee will process all applications for withdrawal from the bank, and shall have authority to issue approval or disapproval of applications. The Committee shall establish its own procedures for handling and considering applications, however, the Committee may approve an application only by a majority vote of the entire committee.

Applications shall be made in the following manner:

- 1) Applications shall be made to the Committee in writing by the employee, or by a legally qualified relative or guardian.
- 2) An application must be accompanied by a written statement from the



**ARTICLE VIII: LEAVES OF ABSENCE (cont'd)****Sick Leave Bank - General Guidelines (cont'd)**

employee's physician verifying the medical need for continued absence.

The Committee may request an examination by the school board physician. If the Committee requests the option of the Board physician the Board will assume the costs of examination and consultation.

- 3) Applications will be made within seven working days prior to the time sick leave expires or within a reasonable time thereafter.
- c) Use of the sick leave bank shall be limited up to 50 days per year for any teacher.
- d) No payment shall be made from the bank for the 10 working day period of prolonged illness immediately following the exhaustion of the individual's accumulated sick leave. If a teacher's application for retroactive leave under the bank is approved the leave granted shall be retroactive to the first day of illness following exhaustion of the teacher's sick leave.
- e) For every day of absence beyond all granted sick leave time, an amount equal to the substitute teacher's daily pay shall be deducted from the teacher's monthly payment for a period not to exceed thirty (30) days after which time salary may cease.
  - 1) Such amount shall be paid by the Clerk of the Board of Education to the substitute who in every instance shall be employed by the Superintendent.
  - 2) For those teachers for whom substitutes cannot be secured, an amount equal to the regular per diem substitute's salary (of a substitute of equivalent educational preparation) may be deducted from the teacher's monthly payment for a period not to exceed thirty (30) days after which salary may cease.

**ARTICLE VIII: LEAVES OF ABSENCE (cont'd)****C. Disability Arising out of Pregnancy**

Disability resulting from pregnancy shall be treated as any other disability and members of the bargaining unit shall be allowed to use leave time in the same manner as is permitted for other disabilities.

**D. Child Care Leave**

A leave of absence without pay shall be granted to a member of the bargaining unit for child care purposes under the following conditions:

- a) **Eligibility:** A Bargaining Unit Member who has adopted an infant or has a newborn child shall be eligible for leave without pay to care for the child.
- b) Because of the extreme importance of continuity of instruction, a Bargaining Unit Member must notify the building principal as early as possible before leave is to commence and at least 60 days before its commencement.
- c) **Duration of Leave:** Child Care Leave shall continue for the school year in which it was requested and, at the option of the Bargaining Unit Member, may extend for another full year. Said leave may be further extended by mutual agreement. The Bargaining Unit Member may, upon request of the Bargaining Unit Member, terminate said leave earlier than described above.
- d) **Commencement of Leave:** Child Care Leave shall commence at birth or adoption of the child or within 60 days thereafter. However, it is understood that this leave shall not commence until the Bargaining Unit Member has been permitted to use those paid leave days to which he or she has an entitlement.

**ARTICLE VIII: LEAVES OF ABSENCE (cont'd)****E. Short Term Leaves****1. Jury Duty**

Members of the bargaining unit will be given leave for jury duty and will be paid at regular salary.

**2. Court Appearances**

Members of the bargaining unit will be excused for court appearances when acting as a witness.

**3. Short Educational Leaves**

Short leaves of absence by the teachers may be granted at the discretion of the Board of Education upon receipt of written application for such leave. Such application should state the purpose for which the leave is requested (study-travel) and tell enough about plans for the leave to enable the Board of Education to make a judgment.

**4. Visitation Days**

Teachers are encouraged to visit other school systems where innovative educational practices may be observed. Visitation days will be granted at the discretion of the building principal.

**5. Emergency Leave**

a) Each member of the bargaining unit shall be entitled to three (3) days emergency leave each school year. This emergency leave shall be over and above sick leave.

b) This emergency leave will be granted at the discretion of the Superintendent and the granting of said emergency leave shall not be

**ARTICLE VIII: LEAVES OF ABSENCE (cont'd)****Short Term Leaves (cont'd)**

unreasonably refused.

- c) On return to school, reasons for emergency leave must be presented in writing.
- d) The emergency leave shall not be cumulative and shall not be deducted from accumulated time.
- e) These days are to cover personal absence unavoidable in the estimation of the Superintendent and/or the Board of Education.

**6. Personal Leave**

- a) Realizing that some unavoidable absences are of a highly personal nature, each member of the bargaining unit shall be entitled to three (3) days of personal leave each year.
- b) These days shall be granted at the discretion of the Bargaining Unit Member and no reason need be given either verbally or in writing. However, the Bargaining Unit Member should be prudent in the use of these days in order that the spirit of this provision shall not be violated.
- c) Personal leave days will not be used to extend a vacation or holiday period without prior written approval of the Superintendent.

**7. Bereavement Days**

Five (5) days leave with pay shall be granted for each death in the Bargaining Unit Member's immediate family to include wife, husband, father, mother, son, daughter, brother or sister. Three (3) days leave with pay shall be granted for each death in the Bargaining Unit Member's family to include grandmother, grandfather, mother-in-law, father-in-law, grandchildren, aunt, uncle, brother-in-law, sister-in-law and any other person who resides in the Bargaining Unit

**ARTICLE VIII: LEAVES OF ABSENCE (cont'd)****Short Term Leaves (cont'd)**

Member's household.

**F. Sabbatical Leave Summer Program**

1. The purpose of our Summer Sabbatical Leave Program is to increase a staff member's value to the school district and its students and thereby improve and enrich its program.

2. Teachers will become eligible for summer sabbatical leave after seven (7) consecutive years of service in the Haldane School District.

(Absence from service for not more than one year under a leave of absence without pay granted by the Board shall not be deemed a break in continuity of service by this section or shall it be counted toward the seventh year).

3. To apply for a Summer Program a teacher must present a planned program of study consisting of one, two or three summers of credited work that must be completed within five (5) years. A minimum of six (6) credit hours must be taken each summer.

4. Applications shall be filed with the Superintendent through the Building Principals on or before January 15 preceding the leave and shall be promptly acted upon by the Superintendent and the Employer.

5. The granting of Sabbatical leave is contingent upon the approval of the Planned Program by the Superintendent and the Employer. Teachers whose applications are rejected shall be notified in writing of the reasons for rejection.

6. Teachers who have approved multi-year programs shall notify the Employer of his/her intention to continue his/her program the following summer on or before January 15.

**ARTICLE VIII: LEAVES OF ABSENCE (cont'd)****Sabbatical Leave Summer Program (cont'd)**

7. A teacher who is granted a summer sabbatical leave must agree in writing to return to the Haldane School District for at least one full academic year after completion of each summer's course of study.
8. Any deviation from the teacher's written plan must be approved by the Employer.
  - a) Failure to live up to the terms of the written approved Plan (other than course cancellation) shall result in remuneration to the Employer of monies paid to the teacher for said program.
  - b) Should the teacher wish to plead hardship, in respect to the foregoing, he may bring his/her case to the Employer for a review.
  - c) The Employer shall be the sole judge of the conditions that constitute hardship, but this decision may be grieved.
9.
  - a) The applicant shall receive for a summer program remuneration for direct educational expenses which consist of fees, tuition, books and supplies. This shall not include normal living expenses (food and lodging) nor travel expenses.
  - b) Sabbaticals approved under a previous agreement shall be honored until their completion.
10.
  - a) Summer Programs will be limited to not more than three (3) teachers or 5.5% of the instructional staff, at any one time. It is the intent of the Sabbatical Leave Summer Program parties to have 3 teachers or 5.5% of instructional staff on sabbaticals each summer.
  - b) Sabbaticals will be awarded as follows:  
Elementary - 1, Junior/Senior High School - 1, either - 1. If one division

**ARTICLE VIII: LEAVES OF ABSENCE (cont'd)****Sabbatical Leave Summer Program (cont'd)**

has no applicants, all three sabbaticals may go to the other divisions.

11. To qualify for a summer sabbatical, the applicant must not have been granted a sabbatical leave of absence from the Haldane School District during the seven (7) consecutive years of service immediately preceding the current application. In the case of teachers granted summer sabbaticals, seven (7) consecutive years of service shall start the year after the completion of the first summer.

**ARTICLE IX – INSURANCE****A. Health Insurance**

1. The Board of Education shall provide health insurance through the Putnam/Northern Westchester Health Insurance Plan. Prior to June 30, 1995, it is understood and agreed that the District may change health insurance carriers upon the mutual consent of the parties which shall not be unreasonably withheld. It is understood that the benefits of the new plan shall be equal to the plan benefits in existence at the time of withdrawal from the Putnam/Northern Westchester Health Insurance Plan.
2. In the event the Joint Governance Board of the Health Insurance Plan fails to extend the terms of the Plan beyond June 30, 1995, the Plan benefits will be frozen, except that the UCR formulas, the indexing of deductibles and of out-of-pocket annual maximum payments will continue to be adjusted as agreed to in the Agreement covering the Plan. The Plan benefits will remain frozen until there is a successor agreement by the Joint Governance Board to extend, amend, or terminate the Plan.

**ARTICLE IX – INSURANCE (cont'd)****Health Insurance (cont'd)**

3. If the School District, after June 30, 1995, decides to withdraw from the Consortium, the School District will be obligated to provide a plan of benefits equal to the plan of benefits in existence at the time of withdrawal.
4. Effective July 1, 2003 the School District percentage of contribution for health insurance premium shall be 92.5% of the applicable monthly premium (i.e., individual, family) with the teacher to pay the remaining 7.5% through payroll deduction.
5. Effective July 1, 1995, the School District shall establish an IRS § 125 Plan related to health insurance premium contribution.
6. The Board of Education shall assume the full cost of individual or family insurance, whichever may be applicable, for teacher retirees of the bargaining unit. However, for teacher members of the bargaining unit retiring into the New York State Teacher Retirement System on or after July 1, 1996, the District contribution toward the applicable health insurance premium shall be as follows based upon the length of service in the Haldane Central School District:

<u>Years</u>	<u>District Contribution</u>
10 years	50%
11 years	60%
12 years	70%
13 years	80%
14 years	90%
15-up to 29 years	95%
30 years or more	100%

7. Effective July 1, 2003 Teaching Assistants shall be covered under the provisions of Article IX, A. 1., 2., 3., 5. However, effective July 1, 2003, Teaching Assistants shall receive individual health insurance coverage with the employer contribution to be 60% of



**ARTICLE IX – INSURANCE (cont'd)****Health Insurance (cont'd)**

the policy cost. Teaching Assistants shall have the option to purchase family coverage by paying the difference between their individual payment amount (40%) and the family cost. Teaching Assistants shall not be eligible for the Shared Savings provision.

8. A joint committee of union/management representatives shall be formed to review the present health insurance plan from the point of view of cost effectiveness and explore the possibility of alternate health providers.

**B. Reimbursement for Property Loss**

The district will reimburse a member of the bargaining unit in a reasonable amount not to exceed \$100.00 for the cost of replacing clothes or personal property damaged or destroyed during the course of, and incidental to employment, provided loss has not been caused by the negligence of the teacher.

This provision shall not apply to personal property used in the performance of duties unless permission for its use is secured in advance from the building principal. Personal property shall not include automobiles or their contents. This provision shall not apply to theft.

Written notice of any loss must be provided to the building principal within 24 hours along with proof of damage. A reliable estimate of repair or replacement cost must be provided reasonably thereafter.

Total reimbursement for a school year shall not exceed \$500.00 for all Bargaining Unit Members and no reimbursement shall be made to any Bargaining Unit Member if other compensation is available from other sources.

**ARTICLE IX – INSURANCE (cont'd)****C. Shared Savings Plan**

Teachers electing to reduce their coverage must do so by February 1st with the provisions of this section taking effect on July 1st. Payment of the employee share shall begin with the first half-payment on October 5th and a second half-payment on April 15th. Full coverage may be reinstated by notifying the district in writing no later than February 1st. Reinstatement shall take place on July 1st.

The District shall waive the February 1st notification date if the teachers' status changes drastically so as to cause severe hardship as a result of the teachers' election to reduce coverage. Such circumstances are limited to death of a spouse, loss of a spouse's employment, or loss of spouse's insurance coverage.

At the teacher's option, any teacher may reduce medical insurance coverage by completing an appropriate form furnished by the district. Any teacher changing from family to individual coverage or waiving family or individual coverage shall receive, as salary, 50% of the premium savings, less the costs of retirement, social security, or other fringes.

**ARTICLE X: OTHER CONDITIONS OF EMPLOYMENT****A. School Calendar**

The HFA will have the opportunity to contribute to the planning of the school calendar with the Superintendent.

**B. Work Day for Teachers**

1. The hours for the high school department will be 7 hours and 25 minutes.

**ARTICLE X: OTHER CONDITIONS OF EMPLOYMENT (cont'd)**  
**Work Day for Teachers (cont'd)**

2. The hours for the elementary department will be 7 hours.
3. Each teacher shall have a minimum of five unassigned preparation periods per week exclusive of the mandated minimum lunch period.
4. Elementary teachers shall be guaranteed thirty (30) minutes of consecutive preparation time during every work day.
5. Elementary teachers will be guaranteed an uninterrupted thirty-minute lunch period. There will be no meetings scheduled during a teacher lunch period except at the teachers option.
6. The Board and the Association recognize that the primary duty and responsibility of the teachers is to teach which includes the sharing of responsibilities for the establishment and maintenance of discipline and a positive school climate inside and outside of the classroom. Assignment of nonteaching duties will be made based on this definition of the teacher's role. Every attempt will be made to reduce disparities between duty assignments and share duties among members of the bargaining unit whenever possible.

**C. Work Day for Teaching Assistants.**

1. The work day for Teaching Assistants shall consist of 7 hours, including a 30-minute duty-free paid lunch and an uninterrupted 30 minute paid preparation period.

The District shall have the prerogative to hire assistants for less than the 7 hours workday because of program needs. However, the District shall combine multiple part-time positions to create full-time appointments when the schedule will allow it.

**ARTICLE X: OTHER CONDITIONS OF EMPLOYMENT (cont'd)****2. Overtime for Teaching Assistants.**

Teaching assistants shall receive time and one-half for all time worked in excess of 7 hours in a day.

**D. Work Year**

For the 2003-2004 and 2004-2005 school years, the length of the work year for Bargaining Unit Members shall be 185 days. Any unused Emergency/Snow days will be added to the vacation calendar no later than June 1 of that school year as per the side agreement to the Memorandum of Agreement signed on February 15, 2000. In the event that all Emergency/Snow days are utilized, the calendar as prepared by the Calendar Committee will determine the order of make-up days.

Effective July 1, 2005, the length of the work year for Bargaining Unit Members shall be 183 days (180 student contact and 3 Superintendent's Conference Days).

**E. Inservice/Professional Time**

1. Seven (7) hours of noncompensatory inservice/professional time shall be required of each teacher member of the bargaining unit per contract year. The purpose of this time is for on site meetings, inservice and other professional activities agreed upon by the Superintendent and the President of the HFA.

**2. Conditions**

- a) The administration shall provide one month advance notice.
- b) These seven hours must be scheduled as an addition to a regularly worked day.
- c) The length of time per meeting shall not exceed 2 hours and 15 minutes.
- d) All meetings must conclude by 5:30 p.m.

**ARTICLE X: OTHER CONDITIONS OF EMPLOYMENT** (cont'd)**Inservice/Professional Time** (cont'd)3. **Other Conditions**

- a) It is recognized that certain conditions such as graduate classes and Haldane coaching shall cause teachers to be excused from these meetings when conflicts occur.
- b) Other reasons to be excused shall be with the approval of the administration.
- c) Those teacher members excused in a. and b. above and those absent on scheduled inservice/professional meeting days will be required to make up meeting time missed according to conditions previously mentioned in Section D, Item 1 and 2 above.

4. **Guidelines**

- a) These activities will not be scheduled on a Friday afternoon or an afternoon preceding a holiday.
- b) These activities shall be nonsupervisory.

F. **Teaching Load**

1. A junior high school and senior high school teaching load will be a maximum of 25 instructional periods per week.
2. Any additional periods of teaching will be compensated at the rates indicated in Appendix A-1.
3. Assumption of additional periods of teaching by any teacher will be voluntary.
4. Should modular scheduling be implemented during the term of this contract, the teachers instructional time would be substantially the same time.
5. Junior-senior high school special education and resource teachers may teach six 6

**ARTICLE X: OTHER CONDITIONS OF EMPLOYMENT** (cont'd)**Teaching Load** (cont'd)

periods per day, maximum of 30 periods per week. Those teachers shall be offered the sixth period assignment based upon seniority, with the most senior teacher having the first choice. Their salary shall be adjusted by addition to their Total Teaching Salary the amount for a sixth period of teaching mentioned in Appendix A-1. (1/8 of Step 1 of that year's salary schedule).

The administration may request a seventh period of teaching, maximum of thirty-five (35) instructional periods per week. The teacher has the right to accept or refuse this seventh period. If accepted, the teacher's Total Teaching Salary shall be adjusted by adding two times the amount for a sixth period of teaching mentioned in Appendix A-1. (1/8 of Step 1 of that year's salary schedule).

Example:	Teacher's T.T.S.	= \$20,000
	Sixth period	= 1,000
	Salary for six (6) periods	= \$21,000
	Salary for seven (7) periods	= \$22,000

These teachers shall not be assigned additional teaching or non-teaching duties.

**G. Substitute Teachers**

1. Qualified substitute teachers shall be hired for all teachers whenever possible, regardless of subject or subjects taught.
2. Should it be necessary to replace a teacher during the school year, the Employer will make every effort to secure a qualified permanent replacement as soon as possible.
3. It shall not be the policy of the Board to require teachers to use their unassigned preparation periods to substitute for other teachers. The Board's policy is to make every effort to provide qualified substitutes for all absent teachers including

**ARTICLE X: OTHER CONDITIONS OF EMPLOYMENT** (cont'd)**Substitute Teachers** (cont'd)

Special Education teachers.

4. In the event when it is necessary to have a teacher or teaching assistant cover a class, the following procedures will be followed:

a. A list of teachers and teaching assistants interested in doing non-mandated

b. paid coverages will be developed (2 separate lists; 1 for Jr/Sr High School and 1 for the Elementary School).

1. Teachers and teaching assistants will be eligible for coverages during their free periods.

2. Teaching assistants may also cover classes during non-free time, at

3. the discretion of the building principal.

4. If a teacher or teaching assistant wishes to be removed from this list they must notify their principal in writing.

c. A teacher or teaching assistant will be sought, using the non-mandated coverage list, to substitute for the absent teacher.

1. If a teacher or teaching assistant has indicated that they want to be on this list they **must** cover a class when requested. However, they have the option of refusing multiple coverages in the same day.

Assignment of non-mandated paid coverages will be handled in the same manner as the mandatory coverages, for those teachers interested in receiving pay for coverages. If a teacher or teaching assistant refuses a coverage, they will be removed from the non-mandated paid coverage list for the remainder of the current school year.

**ARTICLE X: OTHER CONDITIONS OF EMPLOYMENT** (cont'd)**Substitute Teachers** (cont'd)

2. Teachers and teaching assistants will be compensated at the rate of \$32.00 per 40-minute period. For partial coverages the rate will be prorated based on \$32.00 per 40-minute period. There will be a maximum daily pay for coverages of \$96.00.
- d. If no coverage is available from the non-mandated paid coverage list, each teacher shall, at the option of the administration, substitute for absent teachers a maximum of 3 periods per year (without compensation).
  1. An elementary and high school rotation sheet will be created to insure assignment of coverages is done in a fair and equitable manner.
- e. Regardless of which method is used, elementary teachers will not be required to cover Jr/Sr High School classes, and Jr/Sr High School teachers will not be required to cover Elementary classes.

This agreement may be terminated at the end of the 2004-2005 school year, if either party wishes. If no action is taken, at that time, this agreement will remain as part of the current contract.

5. In the event that the above agreement (Article X-G-4) is terminated, each teacher shall, at the option of the administration, substitute for absent teachers a maximum of 5 periods per year.
  - b. However, in the case of elementary special subject teachers (art, music, physical education, library) only one day per year absented by that teacher will be distributed equally among all teachers in each school year. Said periods shall be not greater than a secondary class instructional period as previously or presently defined.



**ARTICLE X: OTHER CONDITIONS OF EMPLOYMENT (cont'd)****Substitute Teachers (cont'd)**

- c. Building Principals shall have published at the beginning of each year, a listing of teachers available to substitute for each instructional period of the day. This listing shall be reviewed by the Faculty Association with amendment being made where necessary prior to the implementation of the substitute program. Use of teachers shall be rotated on an alphabetical basis for each instructional period of the day.

**H. Reassignments**

1. Reassignments may be initiated at the request of the teacher or the administration. Requests initiated by the teacher shall be honored to the extent that they do not conflict with the instructional requirements and best interests of the school system. Such determination shall be made by the Building Principal.
2. Reassignments initiated by the administration shall be discussed with the teacher involved prior to final determination. Such discussion shall include reasons for the reassignment. If the teacher opposes the reassignment, a second meeting will be held with the Building Principal prior to a final decision.
3. Reassignments initiated by the administration will be made to meet the best interest of the school system and its instructional requirements.
4. Decisions of the building principal may be appealed to the Superintendent.
5. The teacher may be accompanied by an Association representative at each of the above meetings.
6. Final determinations with reasons shall be made known to the teacher in writing.

**ARTICLE X: OTHER CONDITIONS OF EMPLOYMENT (cont'd)****I. Vacancy Notices**

1. All vacancies within the bargaining unit shall be posted in the faculty rooms, elementary offices and high school office and a copy shall be sent to the President of the HFA with acknowledgement of receipt to be given by the President. Employees who wish to be considered for such vacancies must submit letters of application to the Superintendent within the time limit specified in the notice.
2. When vacancies occur during the summer, bargaining unit members certified for the vacant position shall be notified of the vacancy.
3. All promotional opportunities will be posted. Present Bargaining Unit Members will be given an opportunity to apply.
4. It is hereby agreed by and between the parties that the following constitutes a clarification of the obligation contained in the agreement with regard to the posting of extra and co-curricular positions contained in the appendix to the agreement:
  - a) All such vacancies will be posted in both buildings no later than April 1;
  - b) Each member of the bargaining unit shall express the appropriate level of interest in the positions posted by signing and returning a form indicating:
    - (1) an interest in a position or positions;
    - (2) an interest if the incumbent for the current school year does not express an interest in continuing; or
    - (3) no interest;
    - (4) the form will also reflect an address where the Bargaining Unit Member can be reached during the summer months should the need arise;

**ARTICLE X: OTHER CONDITIONS OF EMPLOYMENT** (cont'd)**Vacancy Notices** (cont'd)

- (5) the form will be considered as an expression of interest should a vacancy occur during the summer months;
- (6) the form will be signed by all members of the bargaining unit and returned within three (3) weeks of the posting.
- c) On or about May 1, the District shall post a subsequent list of all positions for which no interest has been expressed. Bargaining Unit Members may express an interest in these positions by May 15.
- d) The District will make every reasonable effort to make appointments to such positions by June 30.
- e) Should vacancies occur during the summer months, those individuals who have expressed an interest shall be notified by registered mail of the vacancy with a copy to the union president at the summer address given. A response expressing a continued interest in being considered for the vacancy must be returned to the Superintendent within 10 days of the date of the initial mailing. The practice of posting unfilled positions on both sides of the building during the first week of school will continue.
- f) Those individuals who are hired for teaching and teaching assistant positions during the summer months will be notified of positions that are still vacant at the time of their appointment.

**J. Student Teacher Assignment**

A teacher shall have the right to refuse the assignment of a student teacher.

**ARTICLE X: OTHER CONDITIONS OF EMPLOYMENT** (cont'd)**K. Layoff and Recall of Teaching Assistants**

1. In the event a program is eliminated, teaching assistant layoffs shall be based upon seniority. Teaching Assistants with the least seniority shall be laid off first. Seniority shall be based upon length of service in the District.
2. Such laid off teaching assistants shall be placed on a Preferred Eligibility List for seven (7) years. Teaching Assistants from this list shall be recalled in inverse order.

**ARTICLE XI: PROTECTION OF BARGAINING UNIT MEMBERS****A. Access to Bargaining Unit Member's Professional Folder**

1. Any member of the bargaining unit shall have the right to see his/her professional folder at any time upon request and shall have the right to reply to anything that has been written and put in the folder.
2. Upon receipt of a written request to the Superintendent, the Bargaining Unit Member shall be furnished a reproduction of any material in his/her District professional file.

**B. Evaluation of Teachers**

The Evaluation Procedure will be conducted in accordance with "Regulations Concerning Evaluation of Professional Personnel" dated June 9, 1998, pursuant to Board Policy #6131. These regulations will appear in the Policy Manual and Teacher Handbooks for Annual Professional Performance Review.

**C. Evaluation of Teaching Assistants**

A joint union/management committee shall be established for the purposes of developing an educational tool and procedure for the evaluation of Teaching Assistants. The tool and

**ARTICLE XI: PROTECTION OF BARGAINING UNIT MEMBERS (cont'd)**

procedure shall conform as closely as possible to the Annual Professional Performance Review established with the Haldane Faculty Association and approved by the Haldane Board of Education.

**D. Discipline of Teaching Assistants**

Teaching Assistants with at least three (3) years of service in the District shall not be subject to any discipline or discharge except for just cause.

**ARTICLE XII: GRIEVANCE PROCEDURE****A. Purpose**

In any organization it is inevitable that differences of opinion among Bargaining Unit Members and their supervisors will occur.

This Article seeks to establish procedures for rapid and efficient resolution and disposition of disputes.

**B. Definition**

1. A "grievance" is a complaint of an alleged misinterpretation or misapplication of the provisions of this collective bargaining agreement.
2. An "Aggrieved Person" is an individual employee or a group of employees who have filed a grievance.
3. A "Representative" is any person chosen by the aggrieved party.

**C. General Grievance Procedures**

1. All meetings, conference, hearings, etc., regarding grievances shall be held after normal school hours or at other times when they would not interfere with normal school duties. Any member of the bargaining unit may bring matters of personal concern to the attention of the appropriate Bargaining Unit Members' representatives and officials in accordance with applicable laws and rules, and

**ARTICLE XII: GRIEVANCE PROCEDURE (cont'd)****General Grievance Procedures (cont'd)**

- may choose his/her own representative or appear alone in a grievance or appeal proceeding with the exception that the HFA President must be informed immediately of any decision surrounding the case.
2. The number of days of elapsed time indicated under the section on Procedures below shall be considered as maximum and shall refer only to **WORKING DAYS**.
  3. If a Bargaining Unit Member has reason to believe that discussing his/her grievance in private at any level spelled out in this policy would be detrimental to his/her interest, then he/she may elect to be accompanied by a representative.
  4. All communications regarding grievances shall be reduced to writing. Nothing herein shall prevent a Bargaining Unit Member from discussing a complaint with his/her immediate supervisor or processing a grievance in his/her own behalf in accordance with the grievance procedure, anything to the contrary therein contained notwithstanding. All grievance proceedings must be finalized in writing.
  5. All communications concerning grievances at Levels I & II shall be held confidential by all parties concerned; at Level III, they shall be held confidential by mutual agreement.
  6. No level of proceedings may be bypassed. Every effort shall be made to resolve the grievance at the lowest level. Failure to reach a decision within the time limitations specified in the grievance procedures permit the aggrieved person to proceed to process his/her grievance at the next level.

**ARTICLE XII: GRIEVANCE PROCEDURE (cont'd)****General Grievance Procedures (cont'd)**

7. The initiation of appeal procedures shall be the sole responsibility of the aggrieved person.

**D. Specific Procedures for Filing a Grievance**

1. **Informal Meeting.** Prior to the filing of a written grievance it will be the responsibility of the grievant to meet once with the immediate supervisor to discuss the grievance in an attempt to resolve the grievance at the lowest possible level.

If the response cannot be given at this first meeting, then within four days, it will be the responsibility of the immediate supervisor to meet once more informally with the grievant and provide a response to the allegation. Any additional informal meetings will be held by mutual consent.

Throughout this process, the grievant may at any time elect to be accompanied by a representative.

If the grievant is the President of the Association representing the Association, in a grievance which is not in any way related to the building level, the above procedure will also be followed with the school superintendent.

2. **Level I**

A Bargaining Unit Member with an alleged grievance shall submit within thirty (30) days of the alleged violation, or within thirty (30) days of becoming aware, or reasonably should have become aware of the alleged violation, a written account of his/her grievance on a form furnished by the district to his/her immediate supervisor and the chairman of the Association Negotiating Committee. This account shall include the facts giving rise to the grievance and the specific

**ARTICLE XII: GRIEVANCE PROCEDURE (cont'd)****Specific Procedures for Filing a Grievance (cont'd)**

provisions of the agreement that were allegedly violated.

Within five (5) days of being notified of the grievance, the immediate supervisor shall schedule and hold a meeting with the aggrieved party, and furnish the aggrieved party with a written decision. The aggrieved party shall be notified of the date, time and place of this meeting within the first two (2) days of the five (5) day period.

3. **Level II**

If the grievance is not resolved at Level I, the aggrieved person may, within five (5) days after receiving the written decision of the immediate supervisor, file an appeal with the Superintendent stating the grounds for such appeal. Within eight (8) days after receipt of the appeal, the Superintendent shall schedule and hold a meeting with the aggrieved person, the immediate supervisor and other necessary parties to obtain specific evidence regarding the appeal and furnish the aggrieved person with a written decision.

4. **Level III**

If the grievance is not resolved at Level II, the aggrieved person may, within five (5) days after receiving the decision of the Superintendent file an appeal with the Board of Education stating his/her intent to appeal the decision and the grounds for his/her appeal.

The President of the Board shall hold a hearing within twenty (20) days after receipt of the appeal to hear specific evidence in support of the appeal. The Board



## **ARTICLE XII: GRIEVANCE PROCEDURE (cont'd)**

### **Specific Procedures for Filing a Grievance (cont'd)**

shall forward a written decision to the aggrieved person, the Superintendent, and the Association within ten (10) days of the hearing.

#### **5. Level IV**

If the grievance is not resolved at Level III, the aggrieved person, with the consent and authorization of the Association, may within twenty (20) days after receiving the decision of the Board, notify the Board of his/her intention to seek binding arbitration under the Rules of the American Arbitration Association. No grievance can be brought to arbitration except by the Association. Costs and expenses shall be shared equally by the Board and the Association.

#### **E. Grievances Pertaining to Health Insurance Benefits**

Any grievance pertaining to Article IX A.1 regarding the level of health insurance benefits, identical administration and/or identical medical coverage provided to members of the bargaining unit shall be processed under the following procedure notwithstanding the procedure set out in paragraph D above.

1. Any such grievance shall be submitted in writing to the Board of Education within thirty (30) days of the alleged violation, or within thirty (30) days after the Bargaining Unit Member knew or reasonably should have known of the alleged violation.
2. Within 15 days after receipt of the grievance the President of the Board shall hold a hearing to hear testimony and take specific evidence in support of the grievance and forward a written decision to the aggrieved person, the Superintendent and the HFA. If the grievance is not resolved pursuant to Section E. 2 above, the aggrieved person, with the consent and authorization of the HFA may, within ten

**ARTICLE XII: GRIEVANCE PROCEDURE (cont'd)****Grievances Pertaining to Health Insurance Benefits (cont'd)**

- (10) days after receiving the decision of the Board, notify the Board of its intention to seek arbitration. No grievance can be brought to arbitration except by the HFA.
3. The Board and the HFA shall mutually agree to the rotating panel of three (3) arbitrators. Each demand of arbitration shall be submitted mutually by the parties to the next arbitrator on the panel list within five (5) days of the Board's receipt of the demand. A hearing shall be scheduled as soon thereafter as the appropriate arbitrator is available.
4. The panel arbitrator shall issue a decision within thirty (30) calendar days of the close of the hearing. The costs and expenses of the panel arbitrator shall be shared equally by the Board and the HFA.

**ARTICLE XIII: NEGOTIATING PROCEDURE****A. Schedule**

Formal negotiations may be initiated at the written request of either party after December 1st and shall commence no later than January 10th, except that the schedule for negotiations shall be arranged by mutual agreement.

**B. Negotiating Council**

The Negotiating Council shall consist of the Board Negotiator and/or the Board's Negotiating Committee, the representatives of the Association who shall be the Association's Negotiating Committee. The Negotiating Council will be furnished with any pertinent information it requests from any of the parties concerning matters being discussed. Any party may call upon competent persons to assist in supplying information pertinent to matters under discussion.

**ARTICLE XIII: NEGOTIATING PROCEDURE (cont'd)****C. Summary of Negotiations**

A summary of matters discussed and conclusions reached during negotiations shall be prepared collectively by both parties and signed by both parties.

**D. Impasse**

An impasse may be considered to exist if an agreement has not been reached by March 7th or sixty (60) days prior to the budget submission date, whichever comes first.

Further, an impasse may be considered to exist if thirty (30) calendar days have elapsed from the date of initial meeting for negotiations without common agreement of both parties. An extension of impasse date may be granted upon mutual agreement.

**E. Right to Mediation**

In the case of an impasse, either party reserves the right to request mediation in accord with Section 209 of the New York Public Employees' Fair Employment Act. Both parties also agree that they shall share equally any cost of mediation. The parties agree that the party requesting mediation will notify the other party of the filing of the appeal within five (5) days of filing the appeal.

**F. Release of Information**

While such negotiations are in progress, it is agreed that neither party will release to the public any information in any effort to affect the outcome unless such releases have been mutually agreed upon by the Chairmen of both committees.

**ARTICLE XIV: NO DISCRIMINATION**

The employer and the HFA realize they have a responsibility to promote and provide equal opportunities for employment, and as such, it shall be the positive and continuing policy of the Employer and HFA to assure an equal opportunity in employment regardless of race, color, religion, sex, or national origin.

**ARTICLE XV: PAST PRACTICE**

All existing rules, regulations, practices, benefits and general working conditions previously granted and allowed by the Board, unless specifically excluded by this Agreement, shall remain in full force and effect during the life of this Agreement.

**ARTICLE XVI: SAVING CLAUSE**

- A. If any article or part thereof of this Agreement or any addition thereto should be decided as in violation of any federal, state or local law; or if adherence to or enforcement of any article or part thereof should be restrained by a court of law, the remaining articles of the Agreement or any addition thereto shall not be affected.
- B. If a determination or decision is made as per Section A of this article, the original parties of this Agreement shall convene immediately for purposes of negotiating a satisfactory replacement for such article or part thereof.

**ARTICLE XVII: LEGISLATIVE ACTION**

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

**ARTICLE XVIII: LEGAL LIMITATIONS**

In the event the terms of this agreement are contrary to any provisions of appropriate existing federal, state or local statutes or ordinances, then the provisions of said laws shall prevail.

**ARTICLE XIX: RIGHT OF APPEAL NOT TO BE DENIED**

Notwithstanding the provisions of any general or specific law to the contrary, a Bargaining Unit Member shall not be deprived of the right to appeal to the legislature, or to any public officer, board, commission or other public body, for the redress of grievances on account of employment in this school district.

**ARTICLE XX: DURATION**

This Agreement shall become effective on July 1, 2003 and shall continue in full force and be effective until June 30, 2006.

IN WITNESS WHEREOF, the parties have executed this document by their duly authorized representatives this October 25, 2004 (date signed)

Lori-Anne Mattesimo  
PRESIDENT, BOARD OF EDUCATION

Thomas Casey  
PRESIDENT, HALDANE FACULTY ASSOCIATION

John J. DiNatale  
SUPERINTENDENT OF SCHOOLS

Step	02/03	Step	03/04	04/05	05/06
1	\$33,737				
2	\$34,581	1	35,601	36,847	38,137
3	\$35,623	2	36,674	37,957	39,286
4	\$37,795	3	38,910	40,272	41,681
5	\$40,096	4	41,279	42,724	44,219
6	\$41,853	5	43,088	44,596	46,157
7	\$43,795	6	45,087	46,665	48,298
8	\$45,737	7	47,086	48,734	50,440
9	\$47,690	8	49,097	50,815	52,594
10	\$49,635	9	51,099	52,887	54,739
11	\$51,595	10	53,117	54,976	56,900
12	\$53,511	11	55,090	57,018	59,014
13	\$55,461	12	57,097	59,095	61,164
14	\$57,409	13	59,103	61,172	63,313
15	\$59,351	14	61,102	63,241	65,454
16	\$61,307	15	63,116	65,325	67,611
17	\$63,250	16	65,116	67,395	69,754
18	\$65,190	17	67,113	69,462	71,893
19	\$67,324	18	69,310	71,736	74,247
20	\$69,685	19	71,741	74,252	76,851
21	\$70,935	20	73,028	75,584	78,229

**Credits**

<b>B</b>	\$131.39	135.27	140.00	144.90
<b>C</b>	\$65.71	67.65	70.02	72.47

<b>Tenure</b>	\$1,877.65	1,933.04	2,000.70	2,070.72
<b>Master's Degree</b>	\$1,439.85	1,482.33	1,534.21	1,587.90
<b>Doctoral</b>	\$1,439.85	1,482.33	1,534.21	1,587.91
<b>Sixth Period</b>	\$2,835.32	4,450.14	4,605.90	4,767.10
<b>Longevity Rate I</b>	\$1,011.59	1,761.59	2,511.59	2,511.59
<b>Longevity Rate II</b>	\$1,123.98	1,873.98	2,623.98	2,623.98

**STEP NOTATION**

Old Step 1 (02/03) is eliminated 7/1/03  
 Old Step 2 (02/03) becomes Step 1 (03/04)  
 Old Step 3 (02/03) becomes Step 2 (03/04)  
 Old Step 4 (02/03) becomes Step 3 (03/04) . . . . . until  
 Old Step 21 (02/03) becomes Step 20 (03/04)

**SALARY CALCULATION**

03-04 - teacher unit members shall move one step on July 1, 2003 where applicable and an additional step on February 1, 2004 where applicable.

04-05 - teacher unit members shall move one step over the February, 2004 placement on July 1, 2004 where applicable.

05-06 - teacher unit members shall move one step on July 1, 2005 where applicable.



## APPENDIX A-2: OTHER COMPENSATION

### 1. Longevity Payments

Teachers will receive Longevity Rate I the year following completion of the top step.

For each year thereafter, the teacher shall receive Longevity Rate II.

These payments shall be noncumulative. Longevity payments are to be paid in a lump sum check during the last pay period of the longevity period.

### 2. Chaperone Pay

Pay for chaperoning, riding buses, crowd control, time keeper at basketball games, and all other activities assigned by the Employer and done not within the Bargaining Unit

Member's defined day shall be paid at the following rates: 2003-2004, \$22.83/hr; 2004-2005, \$23.63/hr; and 2005-2006, \$24.46/hr. There shall be a five and one-half hour

maximum payment on activities covered under this provision.

### 3. Summer Curriculum Work

Teachers employed for summer curriculum work shall be paid in accordance with the following rates: 2003-2004, \$29.70/hr; 2004-2005, \$30.74/hr; 2005-2006, \$31.81/hr.

### 4. Mentoring Program

Teachers who serve as mentors and who have completed the requirements of the Mentoring Program shall be paid in accordance with the following: 2 In-service Credits or Stipend of \$1000.

### 5. National Certification

Upon completion of National Teacher Certification, the District shall reimburse teacher unit members for all application fees associated with National Certification. In addition, teachers who attain National Teacher Certification shall receive an annual \$2500 stipend for the life of the certification if NTC is proven in September. If NTC is proven past September, teachers shall receive a 10 month prorated share of the \$2500 stipend.





**APPENDIX A-3: TRUST FUND CONTRIBUTION****Haldane Faculty Association Trust Fund**

1. The Board of Education shall pay the following amounts in monthly installments, separate from health insurance, to the trustees of the HFA insurance trust fund (hereinafter "The Fund"):
  - a) In 2003-2004, \$1190; in 2004-2005, \$1350; in 2005-2006, \$1560 per full-time equivalent member of the bargaining unit.
2. The HFA agrees and the Board of Education relies on the following stipulations pertaining to the administration of "The Fund":
  - a) The Board of Education shall be entitled to periodic accountings of the expenditures of "The Fund".
  - b) The monies paid to "The Fund" shall be used solely for the purchase of insurance which shall be designated by the Trustees for members of the bargaining unit.
  - c) All benefits accruing from insurance purchased by "The Fund" shall be equally applied to each member of the bargaining unit.
  - d) The Trust Agreement shall be subject to review by the school attorney to insure its compliance with this Agreement and existing laws and regulations.



**Schedule A-4 Teaching Assistants – Hourly Rates**

	<b>2003-2004 Hourly Rate</b>	<b>2004-2005 Hourly Rate</b>	<b>2005-2006 Hourly Rate</b>
Step 1	14.52	15.02	15.55
Step 2	15.51	16.06	16.62
Step 3	16.51	17.09	17.69
Step 4	17.51	18.12	18.76
Step 5	18.51	19.16	19.83
Step 6	19.51	20.19	20.90
Step 7	20.51	21.23	21.97

**Longevity**

\$250 at start of 10<sup>th</sup> year of Haldane Service

\$450 at start of 15<sup>th</sup> year of Haldane Service

\$650 at start of 20<sup>th</sup> year of Haldane Service



## Schedule of Payment for Coaching

	Schedule A			Schedule B		
	<u>(1st 3 years coaching assigned sport)</u>			<u>(After 3 years coaching assigned sport)</u>		
	<u>03/04</u>	<u>04/05</u>	<u>05/06</u>	<u>03/04</u>	<u>04/05</u>	<u>05/06</u>
<b>Football</b>						
Head Coach	3488	3488	3488	4209	4209	4209
1st Asst.	2893	2893	2893	3590	3590	3590
2nd Asst.	2475	2475	2475	3160	3160	3160
3rd Asst.	2475	2475	2475	3160	3160	3160
4th Asst.	2475	2475	2475	3160	3160	3160
<b>Basketball</b>						
Head Coach	3488	3488	3488	3761	3761	3761
J.V. Coach	3064	3064	3064	3335	3335	3335
Modified Coach	2644	2644	2644	3335	3335	3335
<b>Track</b>						
Head Coach	3064	3064	3064	3761	3761	3761
Asst. Coach	2221	2644	2644	2915	3335	3335
<b>Baseball</b>						
Head Coach	3064	3064	3064	3761	3761	3761
J.V. Coach	2644	2644	2644	3335	3335	3335
Modified Coach	2423	2423	2423	2970	2970	2970
<b>Cross Country</b>						
Head Coach	2644	2644	2644	3335	3335	3335
Asst. Coach	2221	2221	2221	2915	2915	2915
<b>Tennis</b>	2644	2644	2644	3335	3335	3335
<b>Golf</b>	3064	3064	3064	3761	3761	3761
<b>Winter Track</b>	2016	2016	2016	2717	2717	2717
<b>Wrestling</b>						
Modified Wrestling	2644	2644	2644	3335	3335	3335
<b>Weight Training</b>	2644	2644	2644	3335	3335	3335
<b>Girls' Athletics</b>						
Tennis	2644	2644	2644	3335	3335	3335
Basketball	3488	3488	3488	4209	4209	4209
Softball	3064	3064	3064	3761	3761	3761
Volleyball	2644	2644	2644	3335	3335	3335
JV Basketball	2681	2681	2681	3761	3761	3761
JV Volleyball	2221	2221	2221	2915	2915	2915
JV Softball	2644	2644	2644	3335	3335	3335
Modified Softball	2423	2423	2423	2970	2970	2970
Modified Volleyball	1216	1216	1216	1601	1601	1601
Modified Basketball	2681	2681	2681	3335	3335	3335
<b>Soccer</b>						
Varsity	2644	2644	2644	3335	3335	3335
Junior Varsity	1685	1685	1685	2034	2034	2034
Junior High	1413	1413	1413	1779	1779	1779
<b>Lacrosse</b>						
Varsity	3488	3488	2488	4209	4209	4209
Junior Varsity	2644	2644	2644	3335	3335	3335
Modified	2423	2423	2423	2970	2970	2970



Co-Curricular Activity	<u>03/04</u>	<u>04/05</u>	<u>05/06</u>
A.V. Director	1229	1229	1229
Activity Director	1229	1229	1229
Athletic Director*	3236	3236	3236
Band JR/SR HS*	1750	1750	1750
Band - Elementary*	1398	1398	1398
Band - HS Jazz Band	1398	1398	1398
Blues Devils	1398	1398	1398
Blue Notes	1398	1398	1398
Central Treasurer*	3076	3076	3076
Cheerleaders(Fall)*	1398	1398	1398
Cheerleaders (Winter)*	1398	1398	1398
Chess Club	1229	1229	1229
Chorus Director - Elementary*	1398	1398	1398
Chorus Director - JR/SR HS*	1398	1398	1398
Communications Coordinator	2308	2308	2308
Department Heads*	2308	2308	2308
Detention	1398	1398	1398
Dramatics(1)	1922	1922	1922
Dramatics(2)	2973	2973	2973
Elementary Student Council	925	925	925
Forensic Club	1229	1229	1229
Freshman Class Advisor	1176	1176	1176
GEMS	1659	1659	1659
International Club JH	1194	1194	1194
International Club HS	1194	1194	1194
Intramurals	1398	1398	1398
JR HS Clubs	3317	3317	3317
Junior Class Advisor	2409	2409	2409
Junior Honor Society	1229	1229	1229
Language Arts Coordinator K-6	2308	2308	2308
Literary Magazine	1759	1759	1759
Musical Director	2071	2071	2071
National Honor Society	1344	1344	1344
Natural Sciences Coordinator K-	2308	2308	2308
Newspaper - HS (Per Issue)	248	248	248
Photographers	574	574	574
Photographers Club	1049	1049	1049
Printer*	1398	1398	1398
Science Club	1049	1049	1049
Senior Class Advisor	2731	2731	2731
Ski Club	1229	1229	1229
Sophomore Class Advisor	1392	1392	1392
Special Ed Coordinator K-6	2308	2308	2308
Stage Crew(1)	1750	1750	1750
Stage Crew (2)	2271	2271	2271
Student Council - Junior High	925	925	925
Student Council - HS	1854	1854	1854
Team Leader*	2308	2308	2308
Tennis Club - Senior High	873	873	873
Yearbook Advisor*	2061	2061	2061
Yearbook Manager*	873	873	873





Below is based on the following schedule of rates for supervision of student activities

		<u>03/04</u>	<u>04/05</u>	05/06
Club Meeting During Workday	HR	15.70	16.25	16.82
Club Meeting After Workday	HR	31.31	32.41	33.54
Evening Activity (At Least 2 hours after 5:00PM)	HR	62.60	64.79	67.06
Full Day, Non Workday Activity	DAY	156.58	162.06	167.73
Overnight Activity	DAY	156.58	162.06	167.73
SAT Preparation	HR	29.70	30.74	31.82
HEART Program	HR	30.07	31.12	32.21
HELP Program	HR	30.07	31.12	32.21
Elementary Summer School	Stipend	1964.47	2033.23	2104.39
Tutoring	HR	44.11	45.65	47.25

Payment for teachers who voluntarily attend C.S.E. meetings during non-school time shall be paid at a rate of 1/200th of their salary (calculated at an hourly rate).

The schedule of events of an activity listed above shall be approved by the building principal prior to commencement of the activity and must include sufficient events to match funds appropriated for that activity. If the number of events does not match the funds listed for the activity an adjustment may be made upon recommendation of the building principal and approval by the Superintendent.

The following activities shall be exempt from the schedule of rates and approval procedures established above: Yearbook Advisor, Yearbook Manager, Student Council, AV Director, Central Treasurer, Cheerleading, Athletic Director, Department Head, Team Leader, Printer, High School Band, Elementary Band, Elementary Chorus, and High School Chorus.

All co-curricular positions are annual appointments by the Board of Education and their listings here do not constitute a guarantee that all positions listed will be filled during every school year.

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**APPENDIX C: COACHING EVALUATION**

1. The evaluation process is intended to offer support and opportunities for the coach to improve his/her skills and to ultimately be beneficial for the students and the sport.
2. Coaching evaluations will be the responsibility of the building principals at the mid-season point using the Athletic Department Coaching Evaluation Form.
3. If the coach receives a satisfactory evaluation at the mid-season point, he/she will receive a satisfactory evaluation rating for the season.
4. If an incident occurs that directly contradicts the wording of the Coaching Evaluation, the building principal has the right to complete an additional evaluation.
5. If (3) three or more items on the Athletic Department Coaching Evaluation Checklist receive an unsatisfactory rating at the mid-season point, a second evaluation must be performed. Any item on the checklist rated unsatisfactory must be substantiated with a specific example witnessed by the building principal.
6. The right of first refusal language in the contract will be waived if there are (2) two consecutive years of unsatisfactory evaluations in the same sport.
7. A copy of the Coaching Evaluation Checklist and procedure will be included in the Haldane Athletic Coaches Manual. This Manual will be distributed to the coach and explained prior to the start of the season by the Athletic Director.



**APPENDIX C – COACHING EVALUATION (cont'd)**

**HALDANE CENTRAL SCHOOL DISTRICT, COLD SPRING, NEW YORK  
ATHLETIC DEPARTMENT - COACHING EVALUATION**

COACH _____
SPORT _____ YEAR _____ (activity)

<b>I. COMMUNICATION SKILLS</b>	Satisfactory	Unsatisfactory	Not Applicable
a. Enforces and abides by individual team and Athletic Department rules and regulations			
b. Demonstrates and teaches sportsmanship			
c. Responds to player-related concerns			
d. Keeps Athletic Director informed about unusual events			
e. Communicates with the media			
f. Communicates with parents			
g. Uses spoken language correctly and appropriately			
h. Shows concern and stresses academics as a priority among student			

*athletes*



**APPENDIX C – COACHING EVALUATION (cont'd)****HALDANE CENTRAL SCHOOL DISTRICT, COLD SPRING, NEW YORK  
ATHLETIC DEPARTMENT - COACHING EVALUATION**

COACH _____
SPORT _____ YEAR _____ (activity)

<b>I. COMMUNICATION SKILLS</b>	Satisfactory	Unsatisfactory	Not Applicable
a. Enforces and abides by individual team and Athletic Department rules and regulations			
b. Demonstrates and teaches sportsmanship			
c. Responds to player-related concerns			
d. Keeps Athletic Director informed about unusual events			
e. Communicates with the media			
f. Communicates with parents			
g. Uses spoken language correctly and appropriately			
h. Shows concern and stresses academics as a priority among student athletes			

**APPENDIX C – COACHING EVALUATION (cont'd)**

**HALDANE CENTRAL SCHOOL DISTRICT, COLD SPRING, NEW YORK  
ATHLETIC DEPARTMENT - COACHING EVALUATION**

COACH _____
SPORT _____ YEAR _____ (activity)

<b>I. COMMUNICATION SKILLS</b>	Satisfactory	Unsatisfactory	Not Applicable
a. Enforces and abides by individual team and Athletic Department rules and regulations			
b. Demonstrates and teaches sportsmanship			
c. Responds to player-related concerns			
d. Keeps Athletic Director informed about unusual events			
e. Communicates with the media			
f. Communicates with parents			
g. Uses spoken language correctly and appropriately			
h. Shows concern and stresses academics as a priority among student athletes			

**COMMENTS:**

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<b>II. TECHNICAL COMPETENCY</b>	Satisfactory	Unsatisfactory	Not Applicable
a. Has adequate knowledge of sport fundamentals and rules			
b. Attends to factors that relate to the health and safety of athletes			
c. Practice sessions show evidence of careful preparation of selected objectives with appropriate activities			

**COMMENTS:**

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1. The first part of the document discusses the importance of maintaining accurate records of all transactions and activities. It emphasizes that this is crucial for ensuring transparency and accountability in the organization's operations.

2. The second part of the document outlines the various methods and tools used to collect and analyze data. It highlights the need for consistent and reliable data collection processes to support informed decision-making.

3. The third part of the document focuses on the role of technology in data management and analysis. It discusses how modern software solutions can streamline data collection, storage, and reporting, thereby improving efficiency and accuracy.

4. The fourth part of the document addresses the challenges associated with data management, such as data quality, security, and privacy. It provides strategies to mitigate these risks and ensure that data is used responsibly and ethically.

5. The fifth part of the document concludes by summarizing the key findings and recommendations. It stresses the importance of ongoing monitoring and evaluation to ensure that data management practices remain effective and aligned with the organization's goals.

6. The final part of the document provides a detailed list of references and sources used throughout the report. This includes academic journals, industry reports, and internal organizational documents, all of which have contributed to the development of the findings and recommendations.

7. The document also includes a section on the limitations of the study, acknowledging that while the data collected is comprehensive, it may not cover all aspects of the organization's operations. It suggests areas for future research and improvement.

**APPENDIX C – COACHING EVALUATION (cont'd)**

<u>III . ADMINISTRATIVE QUALITIES</u>	Satisfactory	Unsatisfactory	Not Applicable
a. Submits preseason and postseason budget requests			
b. Keeps inventory of equipment/supplies			
c. Stresses student athlete's proper care of equipment			
d. Demonstrates proper storage of equipment at end of practices, games, and season			
e. Stresses proper bus behavior and respect for school property			

**COMMENTS:**

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<b>OVERALL RATING:</b>	<b>SATISFACTORY</b> _____ <b>UNSATISFACTORY</b> _____
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**ADDITIONAL COMMENTS FOR THE BENEFIT OF THE INDIVIDUAL COACH:**

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**SIGNATURES:**

_____	_____
<b>Coach</b>	<b>Date</b>
_____	_____
<b>Principal or Superintendent</b>	<b>Date</b>

**REMARKS/COMMENTS BY COACH CAN BE MADE ON THE BACK OF THE EVALUATION OR ATTACHED ON A SEPARATE SHEET**

