# **AGREEMENT**

# **BETWEEN**

# THE BOARD OF EDUCATION HALDANE CENTRAL SCHOOL DISTRICT

# **OF PHILIPSTOWN**

**AND** 

THE HALDANE FACULTY ASSOCIATION

**JULY 1, 2017 – JUNE 30, 2020** 

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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".

#### 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, speech therapists, occupational therapists and social workers.
- 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, Middle School, Senior High.
- D. Educational Planning shall include new courses of study, major revisions of existing courses 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 laws, rules, 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. <u>Wages and Salaries</u>. Wages and salaries covered by this Agreement shall be in accordance with the schedule listed in Appendix A-1.
  - 1. Except as set forth herein, unit members will advance one step on the salary schedule if they were in a paid status at least 60% of the work days in the prior year.
  - 2. The term "Base Salary" referred to in this contract shall mean steps listed in Appendix A-1.
  - 3. 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. When the first payroll for twelve (12) month employees is on the first Thursday in September, unit members shall receive half their regular pay on the first Thursday after school starts and the other half on the next regularly scheduled pay date. Should the first payroll for twelve (12) month employees be on the second Thursday in September, the unit members will be paid on that date in full. The list of payment dates will be jointly approved by the Superintendent and the HFA President. Once approved, payroll dates may not vary from this list, without joint approval by the Superintendent and the HFA President. A list of payroll dates will be provided to all members prior to the end of the preceding school year. The Administration will review the possibility of providing direct deposit for all paychecks, including longevity and balloon checks, to mutually agreeable banks.

#### D. Graduate Credits/In-service 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. Graduate courses that do not have the prior approval of the Superintendent shall not be eligible for graduate credit in accordance with Appendix A.
- 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. In-service courses taken by the teachers and paid for by them shall be paid according to Appendix A. In-service 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. In-service courses that do not have the prior approval of the Superintendent shall not be eligible for in-service credit in accordance with Appendix A.
- 8. 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.
- 9. 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.

# E. <u>Credit for Past Teaching Experience</u>

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. Except as otherwise set forth herein, qualified bargaining unit members shall have a right-of-first refusal for coaching and advisorship positions listed in Appendices B-1 and B-2, it being understood that such positions are annual appointments by the Board of Education and their inclusion in Appendices B-1 and/or B-2 do not constitute a guarantee that all such positions listed will be filled every school year. For purposes of such right of first refusal, a bargaining unit member coach shall be deemed not qualified if he/she receives two unsatisfactory overall ratings using the evaluation instrument in Appendix C, it being understood that the two evaluations will be in the same season. Any item on the checklist rated unsatisfactory must be substantiated with a specific example. Each coaching position shall be considered separately for purposes of this provision.

Bargaining unit member advisors deemed not qualified for reappointment shall

have the right to a meeting with the building principal, at which the bases for such conclusion shall be explained. Such bargaining unit members shall have the right to union representation at such meeting. Other than as set forth herein, a reasonable period of time shall be provided for advisors to correct any deficiencies in their performance calling into question their qualification for reappointment to such position.

Non-bargaining unit members appointed to fill coaching or advisorship positions must be qualified within the meaning of any applicable regulations. Moreover, such non-bargaining unit member serving as a coach or advisor shall be eligible for annual reappointment at the discretion of the board of education.

Notwithstanding anything to the contrary set forth herein, coaches and advisors may be removed at any time for misconduct calling into question their fitness to continue to perform the duties of their position. Prior to such removal, bargaining unit member coaches and advisors shall have the right to a meeting with the building principal, at which the bases for such removal shall be explained. Such bargaining unit members shall have the right to union representation at such meeting.

- 3. Bargaining Unit Members who accept assignment for supervision of middle school 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.

5. Unit members may propose the creation of new clubs and must provide the building principal with evidence of student interest (at least 10 students) in such club. In the event that administrative approval for the creation of the new club is provided, a unit member serving as club advisor must, during the first year of the new club, volunteer for all meetings held during the school day. If time beyond the school day is needed, the principal will review the request and, if approved, allocate funding through chaperone pay. If sufficient student interest continues beyond the first year of the new club, the District and the HFA will negotiate a stipend rate for the advisor. If the club maintains sufficient student interest for 3 years, the new club will be added to Schedule B of this Agreement. However, the parties understand that the District retains the discretion as to whether club advisors will be appointed and that they will only be appointed upon a showing of sufficient student interest and within authorized budgetary allocations.

# 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.

#### 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

Teacher unit members who have accrued 180 sick leave days will sell back all unused sick days above the 180 days at the rate of \$115 per day. Sellbacks must occur on the last day of school and/or the last day of employment. Such sellback money must be placed in an IRS 403(b) Plan, to the extent allowed by law within 30 days of the sellback. If the money is unable to be placed in the 403(b) account due to exceeding the IRS limitations, the remainder shall be paid as salary. The maximum lifetime sellback by unit members is limited to 180 days.

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

as long as the unit member submits an irrevocable letter of resignation for the purposes of retirement into the New York State Teachers' Retirement System by December 31<sup>st</sup> of the school year in which they are planning to retire. In the situation where New York State offers a retirement incentive after the December 31<sup>st</sup> date and the District's Board of Education votes to offer the retirement incentive to its employees, a unit member who decides to submit a letter of resignation for the purpose of retirement into the New York State Teachers' Retirement System in reliance upon the incentive may opt to receive the terms of the incentive as offered by the State or, in the alternative, may opt to receive the sell back of sick days as set forth in this section, despite the fact that notification was not provided by December 31<sup>st</sup>.

# 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:

a. For all members in the New York State Teachers Retirement System ("TRS"), 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 (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's Non-elective Contribution exceed the Contribution Limit of the Internal Revenue Code.

#### 3. 403(b) Accounts

Employer contributions shall be deposited into a 403(b) account selected by the employee to receive Employer contributions, provided such account will accept Employer's 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. 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 close as possible, to the original intent of the parties.
- 5. 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's Non-elective Contributions.

6. The Employer is responsible for providing accurate information to the 403(b) Provider. This information includes both Elective and Employer's 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.

# 7. <u>Employer's Non-Elective Contribution Equal to Separation Pay</u>

The Employer agrees to make an Employer's 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's 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.

# 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. <u>Department Heads/Team Leaders</u>

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

# L. <u>Tax Sheltered Annuity</u>

- 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.
- 3. 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.

#### M. 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.

#### N. Mentor Committee

Effective July 1, 2009, those unit members who serve on the mentor committee shall receive compensation equivalent to that which is received by those unit members who serve as mentors for each year of service as outlined in Appendix A-2 number 4. The duties for the committee members are outlined in the Mentor Plan.

#### O. <u>Instructional Coaches</u>

The Instructional Coach will conduct a 3-day institute that teaches the basics of Project Based Learning and helps participants develop a Unit of Study that will be conducted between the second and third day of the Institute. Teachers that have taken part in prior training, have experience in PBL workshops, and are willing to be involved in the NTN Coaches training are eligible to apply. Compensation for planning purposes is the Summer Curriculum rate as set forth in Appendix B2.

#### ARTICLE VIII: LEAVES OF ABSENCE

# A. Medical Leave (Sick Leave)

- 1. Any non-tenured bargaining unit member will be allowed ten (10) days each year until tenured for personal illness or serious illness in the immediate family.
- 2. Each tenured bargaining unit member shall be allowed fifteen (15) days for personal illness or serious illness in the immediate family.
- 3. The term, "immediate family" shall be as defined in Article VIII.E.7.
- 4. 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.
- 5. 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.
- 6. 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.
- 7. 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.

- 8. 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 physically and/or mentally capable of resuming his or her duties.
- 9. 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.
- 10. 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.
- 11. 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.
- 12. 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.
- 13. 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. 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 to the school district by the teacher receiving such payments. 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 were here.
- 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. <u>Sick Leave Bank - General Guidelines</u>

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:

i. Applications shall be made to the Committee in writing by the employee, or by a legally qualified relative or guardian.

- ii. An application must be accompanied by a written statement from the 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.
- iii. 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 fifty (50) days per year for any teacher.
- d. No payment shall be made from the bank for the ten (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.
  - i. 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.

ii. 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.

## 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:

- 1. 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.
- 2. 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.
- 3. 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 Employer may, upon request of the Bargaining Unit Member, terminate said leave earlier than described above.

4. 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.

#### E. Short Term Leaves

# 1. <u>Jury Duty</u>

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

# 2. <u>Court Appearances</u>

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

# 3. <u>Short Educational Leaves</u>

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. <u>Emergency Leave</u>

- 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 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

Unit members may use three school days for personal business during the school year without loss of pay. Except in an emergency, at least two days advance notice shall be required. Personal leave shall be used for personal business which can only be accomplished during the school day. Except in an emergency and with the approval of the Superintendent, personal leave may not be taken to extend a vacation, holiday or recess period. Personal leave shall not be used for a vacation or for outside employment. Unused personal leave days shall be added to sick leave, effective June 30.

#### 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, step father, step mother, step son, step daughter, step brother, step sister and any other person who resides in the Bargaining Unit Member's household.

# ARTICLE IX - INSURANCE

#### A. Health Insurance

- 1. The Board of Education shall provide health insurance through 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, 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.
- 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.

- a. Effective July 1, 2017, active unit members other than teaching assistants shall contribute 13% to individual or family health insurance premiums, effective July 1, 2018, active unit members other than teaching assistants shall contribute 14% to individual or family health insurance premiums and effective July 1, 2019 active unit members other than teaching assistants shall contribute 15% to individual or family health insurance premiums.
- 4. Effective July 1, 1995, the School District shall establish an IRS § 125 Plan related to health insurance premium contribution.
- 5. 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>     | District Contribution    |
|------------------|--------------------------|
| 10-14 years      | 50% Individual or Family |
| 15-19 years      | 75% Individual or Family |
| 20-24 years      | 85% Individual or Family |
| 25-29 years      | 90% Individual or Family |
| 30 years or more | 100%                     |
|                  |                          |

For teacher members of the bargaining unit hired on or after July 1, 2009 and subsequently retiring from the District into the New York State Teachers Retirement System:

| Years                           | District Contribution                                |
|---------------------------------|--|
| 15-19 years                     | 75% Individual or Family                             |
| 20-29 years<br>30 years or more | 85% Individual or Family<br>90% Individual or Family |

6. Full-time Teaching Assistants shall choose between the following health insurance options:

Option 1: Effective July 1, 2014, Teaching Assistants shall receive individual health insurance coverage with the employer contribution to be 80% of the policy cost, it being understood that Teaching Assistants may only accept the District's offer of health insurance if they do not have health insurance available from a spouse or domestic partner; or

Option 2: Teaching Assistants shall receive family health insurance coverage with the employer contribution to be 80% of the policy cost.

Option 3: Teaching Assistants shall decline District-sponsored health insurance. Teaching Assistants shall not be eligible for the Shared Savings provision.

7. 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.

#### 8. Part-Time Teachers

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. Part-time members of the bargaining unit shall be eligible for health insurance at District expense as follows:

More than .5 through .7 FTE More than .7 through .8 FTE More than .8 but less than 1.0 FTE 50% Individual or family 65% Individual or family 75% Individual or family

The pro-rated preparation time and supervisory assignments shall remain at 100%.

# B. <u>Reimbursement for Property Loss</u>

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 <u>no</u> reimbursement shall be made to any Bargaining Unit Member if other compensation is available from other sources.

#### C. Shared Savings Plan

Teachers electing to reduce their coverage must do so by February lst with the provisions of this section taking effect on July lst. 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 lst 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.

Effective with the 2011-2012 school year, any teacher waiving individual coverage shall receive payment of \$2,300. Any teacher waiving family coverage shall receive payment of \$6,000. Any teacher changing from family to individual coverage shall receive payment of \$3,500.

#### 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 middle school and high school departments will be 7 hours and 25 minutes. Middle school shall consist of grades 6, 7 and 8.
- 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.

# ARTICLE X: OTHER CONDITIONS OF EMPLOYMENT (cont'd)

- 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's lunch period except at the teacher's option.
- 6. The Board and the Association recognize that the primary duty and responsibility of the teacher 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.

# 7. Part-Time Employees' Obligations

.8 FTE .8 of ASSD hours and .8 of after-school obligations, including extra help.

.6 FTE .6 of ASSD hours and .6 of after-school obligations, including extra help

.4 FTE .4 of ASSD hours and .4 of after-school obligations, including extrahelp

.2 FTE .2 of ASSD hours and .2 of after-school obligations, including extra help

# C. Work Day for Teaching Assistants

 The work day for Teaching Assistants shall consist of 7 hours, including a 30minute 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 hour 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

The Board shall adopt the school calendar after the Superintendent of Schools consults with the HFA president. The calendar will include one hundred eighty-seven (187) days, including one hundred eighty (180) student contact days and four (4) Superintendent Conference Days. Beginning 7/1/11, teaching assistants will not be required to attend Superintendent's Conference Days unless directed by their building principal, in which case they shall receive their hourly rate for the day or the portion of the day worked.

# E. <u>In-service/Professional Time</u>

1. Seven (7) hours of noncompensatory in-service/professional time required of each teacher member of the bargaining unit per contract year shall be increased to ten (10) hours effective September 1, 2006 with the additional three (3) hours to be arranged for by the appropriate department head, grade level leaders or team leader. The purpose of this time is for on-site meetings, in-service and other professional activities agreed upon by the Superintendent and the President of the HFA. Up to three (3) of these hours may be spent on APPR-related activities, as approved by District administrative staff.

#### 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.

#### 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 in-service/professional meeting days will be required to make up meeting time missed according to conditions previously mentioned in Section E, 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. <u>Teaching Load</u>

- 1. A middle school/high school teacher will have a teaching load of 5 classes.
  - a. Traditional Scheduling: When instructional periods are 41 minutes long, and are used at the middle school/high school level, a teaching load will be a maximum of twenty-five (25) instructional periods in a five (5) day cycle.
  - b. Modular Scheduling: When instructional periods are 55 minutes long, and are used at the middle school/high school level, a teaching load will be a maximum of eighteen (18) instructional periods in a four (4) day cycle.
- 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. Middle school/high school special education and resource teachers may teach six

  (6) 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.

Elementary teachers who are assigned to each a secondary class outside of the elementary school day will be paid for a sixth period assignment as the rate set forth in this Agreement.

#### G. <u>Substitute Teachers</u>

- 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 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 paid coverages will be developed (2 separate lists; 1 for MS/HS and 1 for the Elementary School).
    - Teachers and teaching assistants will be eligible for coverages during their free periods.

- Teaching assistants may also cover classes during non-free time, at the discretion of the building principal.
- iii. If a teacher or teaching assistant wishes to be removed from this list they must notify their principal in writing.
- b. A teacher or teaching assistant will be sought, using the non-mandated coverage list, to substitute for the absent teacher.
  - i. 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.
  - ii. 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.
  - iii. Teachers and teaching assistants will be compensated at the rate of \$35.00 per 41-minute period or \$47.03 per 55 minute period, effective November 26, 2013. For partial coverages the rate will be prorated based on \$35.00 per 41-minute period, or \$47.03 per 55 minute period. There will be a maximum daily pay for coverages of \$100.50, effective July 1, 2009 and of \$105.00, effective July 1, 2010.
  - iv. <u>Teaching Assistants covering for Severe Communications Disorder</u>
     Teacher: Since the nature of the Severe Communication Disorder

- (SCD) class requires specific knowledge, skills and an established relationship with the students, it is extremely difficult for an outside substitute to properly conduct and supervise this class. Therefore, when the SCD teacher is absent her duties will be covered by one of the teaching assistants who work in the SCD class. This coverage will be rotated on a daily basis. In the case of a full-day coverage the Teaching Assistants will be compensated at the current substitute teacher rate (in addition to their regular salary). In the event of a partial day coverage the teaching assistants will be compensated according to the Coverage Agreement between the HFA and Superintendent dated 2/4/03 (or any subsequent coverage agreement which replaces this agreement), and be paid for each 40 minute period covered, this will be in addition to their regular salary.
- c. 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).
  - An elementary and middle school/high school rotation sheet will be created to insure assignment of coverages is done in a fair and equitable manner.
  - ii. In the event that the total of the 3 periods exceeds 123 minutes, the teacher shall be compensated at the rate of \$0.85 per minute for any additional time.

- d. Regardless of which method is used, elementary teachers will not be required to cover MS/HS classes, and MS/HS teachers will not be required to cover elementary classes.
- 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.
  - a. 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 not be greater than a secondary class instructional period as previously or presently defined.
  - b. 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.

#### 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 1st;
  - 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:

- i. An interest in a position or positions;
- ii. An interest if the incumbent for the current school year does not express an interest in continuing; or (3) no interest;
- iii. The form will also reflect an address where the Bargaining Unit

  Member can be reached during the summer months should the

  need arise;
- iv. The form will be considered as an expression of interest should a vacancy occur during the summer months;
- v. 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.

# K. Shared Staff Members

The District shall, by June 30 of the preceding school year, designate each "Shared Staff Member" as "Elementary Shared Staff" (ESS); "Middle School Shared Staff" (MSSS); or "High School Shared Staff" (HSSS). The District will base its designation upon the teacher's sign-in location. Once designated, each "Shared Staff Member" shall be covered by all the terms and conditions that apply to similar staff (i.e., ESS to elementary staff; MSSS to middle school staff; HSSS to high school staff.) Those terms and conditions enjoyed by the similar groups shall include such items as workday length, sign-in location, teaching load, and attendance at night/curriculum/faculty meetings.

#### L. Evening Meetings

In addition to a total of two evening parent conferences and/or back to school nights, building principals may assign teacher unit members to attend an additional evening meeting each school year, with such meeting to last not longer than two hours and end not later than 9:00 p.m. Teacher unit members shall be given a minimum of 30 calendar days' notice of such third meeting. The purpose of such meeting shall relate to communication with parents. Unit members required to prepare workshop materials outside of their regular work day for the third evening meeting may, with the advance approval of their building principal, receive payment for up to two hours of preparation time at their per diem rate.

#### 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. <u>Evaluation of Teachers</u>

The Evaluation Procedure will be conducted in accordance with "Regulations Concerning Evaluation of Professional Personnel" dated September 3, 2013, pursuant to Board Policy #6131. These regulations will appear in the Policy Manual and Teacher Handbooks for Annual Professional Performance Review.

# C. <u>Evaluation of Teaching Assistants</u>

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

#### 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. <u>General Grievance Procedures</u>

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

# D. Specific Procedures for Filing a Grievance

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 Grievance Committee. This account shall include the facts giving rise to the grievance and the specific 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 shall forward a written decision to the aggrieved person, the Superintendent, and the Association within ten (10) days of the hearing.

#### 5. <u>Level IV</u>

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.

#### ARTICLE XIII: 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 XIV: 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 XV: 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 XVI: 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 therefor shall not become effective until the appropriate legislative body has given approval.

#### ARTICLE XVII: 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 XVIII: 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 XIX: DURATION

This Agreement shall become effective on July 1, 2017 and shall continue in full force and be effective until June 30, 2020.

IN WITNESS WHEREOF, the parties have executed this document by their duly authorized representatives this day of February 2018.

PRÉSIDENT, BOARD OF EDUCATION

PRESIDENT, HALDANE FACULTY ASSOCIATION

SUPERINTENDENT OF SCHOOLS

| Haldane Cent                           |       |           |            |   |               |                 |             |              |            |             |
|--|-------|-----------|------------|---|---------------|-----------------|-------------|--------------|------------|-------------|
| HFA Salary S                           | chedu | les - App | endix A1   |   |               |                 |             |              |            |             |
| 2017-2018                              |       |           |            |   |               |                 |             |              |            |             |
|  |       |           |            |   |               |                 |             |              |            |             |
|  |       |           |            |   |               |                 |             |              |            |             |
|  |       |           |            |   | For Informa   | ational/Com     | parative Pu | irposes      |            |             |
| Step                                   |       | BA        | MA (30 cr) |   | MA+10         | MA+20           | MA+30       | MA+40        | MA+50      | MA+60       |
| ······································ |       |           |            |   |               |                 |             |              |            |             |
| 1                                      |       | 50,808    | 58,042     |   | 59,809        | 61,575          | 63,341      | 65,108       | 68,640     | 72,173      |
| 2                                      |       | 53,809    | 61,044     |   | 62,810        | 64,576          | 66,343      | 68,109       | 71,642     | 75,174      |
| 3                                      |       | 55,854    | 63,089     |   | 64,855        | 66,622          | 68,388      | 70,154       | 73,687     | · 77,219    |
| 4                                      |       | 58,088    | 65,323     |   | 67,089        | 68,856          | 70,622      | 72,388       | 75,921     | 79,453      |
| 5                                      |       | 60,412    | 67,646     |   | 69,413        | 71,179          | 72,945      | 74,711       | 78,244     | 81,777      |
| 6                                      |       | 62,829    | 70,063     |   | 71,829        | 73,596          | 75,362      | 77,128       | 80,661     | 84,193      |
| 7                                      |       | 65,342    | 72,576     |   | 74,342        | 76,109          | 77,875      | 79,641       | 83,174     | 86,707      |
| 8                                      |       | 67,955    | 75,190     |   | 76,956        | 78,722          | 80,489      | 82,255       | 85,788     | 89,320      |
| 9                                      |       | 70,605    | 77,840     | *************************************** | 79,606        | 81,373          | 83,139      | 84,905       | 88,438     | 91,970      |
| 10                                     |       | 73,217    | 80,452     |   | 82,218        | 83,984          | 85,750      | 87,517       | 91,049     | 94,582      |
| 11                                     |       | 75,634    | 82,868     | *************                           | 84,635        | 86,401          | 88,167      | 89,933       | 93,466     | 96,999      |
| 12                                     |       | 78,206    | 85,440     |   | 87,207        | 88,973          | 90,739      | 92,505       | 96,038     | 99,571      |
| 13                                     |       | 80,786    | 88,020     |   | 89,787        | 91,553          | 93,319      | 95,086       | 98,618     | 102,151     |
| 14                                     |       | 83,371    | 90,606     |   | 92,372        | 94,138          | 95,904      | 97,671       | 101,203    | 104,736     |
| 15                                     |       | 85,956    | 93,191     |   | 94,957        | 96,723          | 98,490      | 100,256      | 103,789    | 107,321     |
| 16                                     |       | 88,621    | 95,855     |   | 97,621        | 99,388          | 101,154     | 102,920      | 106,453    | 109,986     |
| 17                                     |       | 91,457    | 98,691     |   | 100,457       | 102,224         | 103,990     | 105,756      | 109,289    | 112,821     |
| 18                                     |       | 95,841    | 103,076    |   | 104,842       | 106,608         | 108,375     | 110,141      | 113,674    | 117,206     |
|  |       |           |            |   |               |                 |             |              |            |             |
| <u> </u>                               |       |           |            |   | Note: The a   |                 |             |              |            |             |
| 1 credit =                             | \$    | 176.63    |            |   |               | l/comparative   |             | nly. Unit me | mbers will | be paid for |
| Tenure                                 |       | 2,524.15  |            |   | credits as se | et forth in the | contract.   |              |            |             |
| Masters                                |       | 1,935.61  |            |   |               |                 |             |              |            |             |
| Doctorate                              |       | 1,935.61  |            |   |               |                 |             |              |            |             |
| Sixth Period                           |       | 6,350.65  |            |   |               |                 |             |              |            |             |
| Longevity 1                            |       | 3,507.49  |            |   |               |                 |             |              | _          |             |
| Longevity 2                            | \$ :  | 3,635.02  |            |   |               |                 |             |              |            |             |

|                 | ral School Dist<br>chedules - App  |              |                 |                 |                 | 1            |             |             |
|-----------------|--|--------------|-----------------|-----------------|-----------------|--------------|-------------|-------------|
| 2018-2019       |  |              |                 |                 |                 |              |             |             |
|                 |  |              |                 |                 |                 |              | . ,         |             |
| Actual Salary S | Schedules  |              | <br>For Informa | tional/Com      | parative Pu     | rnoses       |             |             |
|                 | The second secon | MA (30 cr)   | <br>MA+10       | MA+20           | MA+30           | MA+40        | MA+50       | MA+60       |
| Step            | <u>BA</u>  | IVIA (30 CI) | <br>WATIO       | MATEU           | MAISO           | 1117.40      | MA.OO       | MA:00       |
| 1               | 51,570   | 58,913       | <br>60,706      | 62,499          | 64,291          | 66,084       | 69,670      | 73,255      |
| 2               | 54,616   | 61,959       | <br>63,752      | 65,545          | 67,338          | 69,131       | 72,716      | 76,302      |
| 3               | 56,692   | 64,035       | <br>65,828      | 67,621          | 69,414          | 71,206       | 74,792      | 78,378      |
| 4               | 58,960   | 66,303       | <br>68,096      | 69,888          | 71,681          | 73,474       | 77,060      | 80,645      |
| 5               | 61,318   | 68,661       | <br>70,454      | 72,247          | 74,039          | 75,832       | 79,418      | 83,003      |
| 6               | 63,771   | 71,114       | <br>72,907      | 74,700          | 76,492          | 78,285       | 81,871      | 85,456      |
| 7               | 66,322   | 73,665       | <br>75,458      | 77,250          | 79,043          | 80,836       | 84,422      | 88,007      |
| 8               | 68,975   | 76,318       | <br>78,110      | 79,903          | 81,696          | 83,489       | 87,074      | 90,660      |
| 9               | 71,665   | 79,008       | 80,800          | 82,593          | 84,386          | 86,179       | 89,764      | 93,350      |
| 10              | 74,315   | 81,658       | 83,451          | 85,244          | 87,037          | 88,830       | 92,415      | 96,001      |
| 11              | 76,768   | 84,111       | <br>85,904      | 87,697          | 89,490          | 91,282       | 94,868      | 98,454      |
| 12              | 79,379   | 86,722       | 88,515          | 90,307          | 92,100          | 93,893       | 97,479      | 101,064     |
| 13              | 81,998   | 89,341       | 91,134          | 92,926          | 94,719          | 96,512       | 100,098     | 103,683     |
| 14              | 84,622   | 91,965       | 93,757          | 95,550          | 97,343          | 99,136       | 102,721     | 106,307     |
| 15              | 87,246   | 94,589       | 96,381          | 98,174          | 99,967          | 101,760      | 105,345     | 108,931     |
| 16              | 89,950   | 97,293       | 99,086          | 100,879         | 102,671         | 104,464      | 108,050     | 111,635     |
| 17              | 92,828   | 100,171      | 101,964         | 103,757         | 105,550         | 107,343      | 110,928     | 114,514     |
| 18              | 97,279   | 104,622      | 106,415         | 108,208         | 110,000         | 111,793      | 115,379     | 118,964     |
|                 |  |              |                 |                 |                 |              |             |             |
|                 |  |              |                 |                 | entation of the |              |             |             |
| 1 credit =      | \$ 179.28  |              |                 |                 | e purposes o    | nly. Unit me | embers will | be paid for |
| Tenure          | \$ 2,562.02  |              | credits as se   | et forth in the | contract.       | ,            |             |             |
| Masters         | \$ 1,964.64  |              |                 |                 |                 |              |             |             |
| Doctorate       | \$ 1,964.64  |              |                 |                 |                 |              |             |             |
| Sixth Period    | \$ 6,445.91  |              |                 |                 |                 |              |             |             |
| Longevity 1     | \$ 3,560.11  |              |                 |                 |                 |              |             |             |
| Longevity 2     | \$ 3,689.54  |              |                 |                 |                 |              |             |             |

| <b>HFA Salary S</b> | chedules - App | endix A1   | -             |              |                |             |              |         |
|---------------------|----------------|------------|---------------|--------------|----------------|-------------|--------------|---------|
| 2019-2020           |                |            |               |              |                |             |              |         |
|                     |                |            |               |              |                |             |              |         |
| Actual Salary       | Schedules      |            | For Informa   | tional/Com   | parative Pu    | rposes      |              |         |
| <u>Step</u>         | BA             | MA (30 cr) | <u>MA+10</u>  | MA+20        | MA+30          | MA+40       | MA+50        | MA+60   |
| 1                   | 52,344         | 59,797     | 61,616        | 63,436       | 65,256         | 67,076      | 70,715       | 74,354  |
| 2                   | 55,436         | 62,889     | 64,709        | 66,528       | 68,348         | 70,168      | 73,807       | 77,446  |
| 3                   | 57,543         | 64,996     | 66,816        | 68,635       | 70,455         | 72,275      | 75,914       | 79,553  |
| 4                   | 59,844         | 67,297     | 69,117        | 70,937       | 72,756         | 74,576      | 78,216       | 81,855  |
| 5                   | 62,238         | 69,691     | 71,511        | 73,330       | 75,150         | 76,970      | 80,609       | 84,249  |
| 6                   | 64,727         | 72,181     | 74,000        | 75,820       | 77,640         | 79,460      | 83,099       | 86,738  |
| 7                   | 67,317         | 74,770     | 76,590        | 78,409       | 80,229         | 82,049      | 85,688       | 89,327  |
| 8                   | 70,009         | 77,462     | 79,282        | 81,102       | 82,922         | 84,741      | 88,381       | 92,020  |
| 9                   | 72,739         | 80,193     | 82,012        | 83,832       | 85,652         | 87,471      | 91,111       | 94,750  |
| 10                  | 75,430         | 82,883     | 84,703        | 86,523       | 88,342         | 90,162      | 93,801       | 97,441  |
| 11                  | 77,920         | 85,373     | 87,193        | 89,012       | 90,832         | 92,652      | 96,291       | 99,931  |
| 12                  | 80,570         | 88,023     | 89,842        | 91,662       | 93,482         | 95,302      | 98,941       | 102,580 |
| 13                  | 83,228         | 90,681     | 92,501        | 94,320       | 96,140         | 97,960      | 101,599      | 105,238 |
| 14                  | 85,891         | 93,344     | 95,164        | 96,984       | 98,803         | 100,623     | 104,262      | 107,902 |
| 15                  | 88,554         | 96,008     | 97,827        | 99,647       | 101,467        | 103,286     | 106,926      | 110,565 |
| 16                  | 91,299         | 98,752     | 100,572       | 102,392      | 104,212        | 106,031     | 109,671      | 113,310 |
| 17                  | 94,221         | 101,674    | 103,494       | 105,313      | 107,133        | 108,953     | 112,592      | 116,232 |
| 18                  | 98,738         | 106,191    | 108,011       | 109,831      | 111,650        | 113,470     | 117,110      | 120,749 |
|                     |                |            | Note: The a   | hove represe | ntation of the | salany scho | dulas is for |         |
| 1 credit =          | \$ 181.97      |            | informational |              |                |             |              |         |
| Tenure              | \$ 2,600.45    |            | credits as se |              |                | ,           |              | рама на |
| Masters             | \$ 1,994.11    |            |               |              | 1              | -           |              |         |
| Doctorate           | \$ 1,994.11    |            |               |              |                | 2           |              |         |
| Sixth Period        | \$ 6,542.60    |            |               |              |                |             |              |         |
| Longevity 1         | \$ 3,613.51    |            |               |              |                |             |              |         |
| Longevity 2         | \$ 3,744.89    |            |               |              |                |             |              |         |

#### 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. Effective July 1, 2009, longevity payments shall be annualized and paid in equal installments through payroll.

# Chaperone Pay

Pay for chaperoning, riding busses, 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 rate specified in Appendix B-2. There shall be a five and one-half hour maximum payment on activities covered by this section.

#### 3. 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 \$1,000. Teaching Assistants who serve as mentors and who have completed the requirements of the Mentoring Program shall be paid a Stipend of \$1,000.

# 4. 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 stipend of \$2,500 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 \$2,500 stipend.

#### 5. NTAC Summer Institute

Establish additional \$250 stipend for days of attendance (not travel days) at NTAC Summer Conference.

#### APPENDIX A-3: TRUST FUND CONTRIBUTION

#### Haldane Faculty Association Trust Fund

- 1. The Board of Education shall pay the following amounts, separate from health insurance, to the trustees of the HFA insurance fund (hereinafter "The Fund"):
  - a. In the 2017-2018 school year, \$1,100 per full-time equivalent member of the bargaining unit;
  - b. In the 2018-2019 school year, \$1,150 per full-time equivalent member of the bargaining unit;
  - c. In the 2019-2020 school year, \$1,200 per full-time equivalent member of the bargaining unit.

The Association shall provide the District with an audited financial statement of the Fund on an annual basis. In addition, at the conclusion of the 2015-2016 school year, the Association shall have the right to reopen negotiations relative to the amount of the District's contribution to the Fund.

- 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 and administration 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.

# APPENDIX A-4: TEACHING ASSISTANTS – HOURLY RATES

| Step                         | 2017/2018 | 2018/2019 | 2019/2020                             |
|------------------------------|-----------|-----------|---------------------------------------|
|                              |           |           |                                       |
| 1 .                          | 20.62     | 21.03     | 21.45                                 |
| 2                            | 21.97     | 22.41     | 22.86                                 |
| 3                            | 23.32     | 23.79     | 24.26                                 |
| 4                            | 24.68     | 25.17     | 25.68                                 |
| 5                            | 26.03     | 26.55     | 27.08                                 |
| 6                            | 27.37     | 27.92     | 28.48                                 |
| 7                            | 28.73     | 29.30     | 29.89                                 |
|                              |           |           |                                       |
| Tenure .                     | 1,100     | 1,122     | 1,144                                 |
| Longevity:                   |           | 211.17m.m | · · · · · · · · · · · · · · · · · · · |
| Start of:                    |           |           |                                       |
| 10th Year of Haldane Service | 800       | 816       | 832                                   |
| 15th Year of Haldane Service | 900       | 918       | 936                                   |
| 20th Year of Haldane Service | 1,100     | 1,122     | 1,144                                 |

Except as set forth herein, unit members will advance one step on the salary schedule if they were in a paid status at least 60% of the work days in the prior year.

# Longevity.

\$800 at start of  $10^{th}$  year of Haldane Service, effective July 1, 2017; \$816, effective July 1, 2018; and \$832 effective July 1, 2019.

\$900 at start of 15<sup>th</sup> year of Haldane Service effective July 1, 2017; \$918, effective July 1, 2018; and \$936, effective July 1, 2019.

1,100 at start of  $20^{th}$  year of Haldane Service effective July 1, 2017; 1,122, effective July 1, 2018; and 1,144, effective July 1, 2019.

# Tenure Stipend

Effective July 1, 2017, there shall be a \$1,100 tenure stipend for teaching assistants; \$1,122, effective July 1, 2018; and \$1,144, effective July 1, 2019.

APPENDIX B-1: SCHEDULE OF PAYMENT FOR COACHING

|                 | S            | CHEDULE        | Α            | SCHEDULE B    |                |               |  |  |
|-----------------|--------------|----------------|--------------|---------------|----------------|---------------|--|--|
|                 | (1st 3 years | s coaching ass | igned sport) | (After 3 year | rs coaching as | signed sport) |  |  |
|                 |              |                |              |               |                |               |  |  |
|                 | 2047/2040    | 2040/2040      | 2040/2022    | 0047/0040     | 0040/0040      | 0040/0000     |  |  |
| ,               | 2017/2018    | 2018/2019      | 2019/2020    | 201772018     | 2018/2019      | 2019/2020     |  |  |
| FOOTBALL        |              |                |              |               |                |               |  |  |
| Head Coach      | 4,439        | 4,843          | 5,247        | 5,273         | 5,677          | 6,081         |  |  |
| 1st Asst.       | 3,601        | 3,855          | 4,109        | 4,407         | 4,661          | 4,915         |  |  |
| 2nd Asst.       | 3,117        |                |              | 3,910         | 4,164          | 4,418         |  |  |
| 3rd Asst.       | 3,117        | 3,371          | 3,625        | 3,910         | 4,164          | 4,418         |  |  |
| 4th Asst.       | 3,117        | 3,371          | 3,625        | 3,910         | 4,164          | 4,418         |  |  |
| BOYS BASKETBALL |              |                |              |               |                |               |  |  |
| Head Coach      | 4,439        | 4,843          | 5,247        | 5,273         | 5,677          | 6,081         |  |  |
| J.V. Coach      | 3,799        | 4,053          |              | 4,605         | 4,859          | 5,113         |  |  |
| Modified Coach  | 3,313        | 3,567          | 3,821        | 4,112         | 4,366          | 4,620         |  |  |
| TRACK           |              |                |              |               |                |               |  |  |
| Head Coach      | 3,949        | 4,353          | 4,757        | 4,755         | 5,159          | 5,563         |  |  |
| Asst. Coach     | 3,313        | 3,567          | 3,821        | 4,112         | 4,366          | 4,620         |  |  |
| BASEBALL        | - 2          |                |              |               |                |               |  |  |
| Head Coach      | 3,949        | 4,353          | 4,757        | 4,755         | 5,159          | 5,563         |  |  |
| 1st Asst.       | 3,313        | 3,567          | 3,821        | 4,112         | 4,366          | 4,620         |  |  |
| J.V. Coach      | 3,313        | 3,567          | 3,821        | 4,112         | 4,366          | 4,620         |  |  |
| Modified Coach  | 3,057        | 3,311          | 3,565        | 3,690         | 3,944          | 4,198         |  |  |
| CROSS COUNTRY   |              |                |              |               |                |               |  |  |
| Head Coach      | 3,463        | 3,867          | 4,271        | 4,262         | 4,666          | 5,070         |  |  |
| Asst. Coach     | 2,823        | 3,077          | 3,331        | 3,626         | 3,880          | 4,134         |  |  |
| <u>TENNIS</u>   |              |                |              |               |                |               |  |  |
| Head Coach      | 3,463        | 3,867          | 4,271        | 4,262         | 4,666          | 5,070         |  |  |
| GOLF            |              |                |              |               |                |               |  |  |
| Head Coach      | 3,463        | 3,867          | 4,271        | 4,262         | 4,666          | 5,070         |  |  |
| WINTER TRACK    |              |                |              |               |                |               |  |  |
| Head Coach      | 3,463        | 3,867          | 4,271        | 4,262         | 4,666          | 5,070         |  |  |
| Asst. Coach     | 2,824        | 3,078          | 3,332        | 3,627         | 3,881          | 4,135         |  |  |
| WRESTLING       |              |                |              |               |                |               |  |  |
| Head Coach      | 4,439        | 4,843          | 5,247        | 5,273         | 5,677          | 6,081         |  |  |
| Modified Coach  | 3,313        | 3,567          | 3,821        | 4,112         | 4,366          | 4,620         |  |  |
| WEIGHT TRAINING |              |                |              |               |                |               |  |  |
| Annual          | 3,313        | 3,567          | 3,821        | 4,112         | 4,366          | 4,620         |  |  |

| GIRLS ATHLETICS | 2017/2018 | 2018/2019 | 2019/2020 | 2017/2018  | 2018/2019 | 2019/2020 |
|-----------------|-----------|-----------|-----------|--|-----------|-----------|
| TENNIS          |           |           |           |  |           |           |
| Head Coach      | 3,463     | 3,867     | 4,271     | 4,262  | 4,666     | 5,070     |
|                 |           |           |           |  |           |           |
| BASKETBALL      |           |           |           | Jan Dark en la |           |           |
| Head Coach      | 4,439     | 4,843     | 5,247     | 5,273  | 5,677     | 6,081     |
| J.V. Coach      | 3,799     | 4,053     | 4,307     | 4,605  | 4,859     | 5,113     |
| Modified Coach  | 3,313     | 3,567     | 3,821     | 4,112  | 4,366     | 4,620     |
| SOFTBALL        |           |           |           |  |           |           |
| Head Coach      | 3,949     | 4,353     | 4,757     | 4,755  | 5,159     | 5,563     |
| J.V. Coach      | 3,313     | 3,567     | 3,821     | 4,112  | 4,366     | 4,620     |
| Modified Coach  | 3,057     | 3,311     | 3,565     | 3,690  | 3,944     | 4,198     |
| VOLLEYBALL      |           |           |           |  |           |           |
| Head Coach      | 3,463     | 3,867     | 4,271     | 4,262  | 4,666     |           |
| J.V. Coach      | 2,823     | 3,077     | 3,331     | 3,626  | 3,880     | 4,134     |
| Modified Coach  | 1,661     | 1,915     | 2,169     | 2,106  | 2,360     | 2,614     |
| SOCCER          |           |           |           |  |           | ,         |
| Head Coach      | 3,463     | 3,867     | 4,271     | 4,262  | 4,666     | 5,070     |
| J.V. Coach      | 2,203     | 2,457     | 2,711     | 2,607  | 2,861     | 3,115     |
| Modified Coach  | 1,889     | 2,143     | 2,397     | 2,312  | 2,566     | 2,820     |
|                 |           |           |           |  |           |           |
| LACROSSE        | 0.040     | 4.050     | 4 757     | 4 755  | E 150     | E 500     |
| Head Coach      | 3,949     | 4,353     | 4,757     | 4,755  | 5,159     | 5,563     |
| 1st Asst.       | 3,313     | 3,567     | 3,821     | 4,112  | 4,366     | 1         |
| J.V. Coach      | 3,313     | 3,567     | 3,821     | 4,112  | 4,366     |           |
| Modified Coach  | 3,057     | 3,311     | 3,565     | 3,690  | 3,944     | 4,198     |

# APPENDIX B-2: SCHEDULE OF PAYMENT FOR CO-CURRICULAR ACTIVITIES

| Co-Curricular Activity           | 2017/2018 | 2018/2019 | 2010/2020 |
|----------------------------------|-----------|-----------|-----------|
| Oo-Ouricular Activity            | 201112010 | 2010/2019 | 2019/2020 |
| Band -Elementary                 | 1,871     | 2,125     | 2,379     |
| Band - Middle/High School        | 2,428     | 2,832     | 3,236     |
| Blues Devils                     | 1,871     | 2,125     | 2,379     |
| Blue Notes                       | 1,871     | 2,125     | 2,379     |
| Central Treasurer MS/HS          | 3,812     | 4,066     | 4,320     |
| Cheerleaders/Dance Team (Fall)   | 1,871     | 2,125     | 2,379     |
| Cheerleaders/Dance Team (Winter) | 1,871     | 2,125     | 2,379     |
| Chess Club                       | 1,676     | 1,930     | 2,184     |
| Chorus Director - ES             | 1,871     | 2,125     | 2,379     |
| Chorus Director - MS/HS          | 1,871     | 2,125     | 2,379     |
| Debate Club - MS                 | 2,173     | 2,427     | 2,681     |
| Debate Club - HS                 | 1,676     | 1,930     | 2,184     |
| Department Heads - HS            | 2,924     | 3,178     | 3,432     |
| Detention                        | 1,871     | 2,125     | 2,379     |
| DI Advisor                       | 1,864     | 2,118     | 2,372     |
| Drama Director - HS (1)          | 2,627     | 3,031     | 3,435     |
| Drama Director - HS (2)          | 3,843     | 4,247     | 4,651     |
| Eco Club MS/HS                   | 1,467     | 1,721     | 1,975     |
| Educational Evaluators - shared  | 22,235    | 22,489    | 22,743    |
| Freshman Advisor                 | 1,614     | 1,868     | 2,122     |
| History Club                     | 1,864     | 2,118     | 2,372     |
| Humanities Coordinator - K-5     | 2,924     | 3,178     | 3,432     |
| Humanities Coordinator - MS      | 2,924     | 3,178     | 3,432     |
| Identity Club                    | 1,635     | 1,889     | 2,143     |
| International Club MS            | 1,635     | 1,889     | 2,143     |
| International Club HS            | 1,635     | 1,889     | 2,143     |
| Intramurals MS                   | 1,871     | 2,125     | 2,379     |
| Jazz Band                        | 1,871     | 2,125     | 2,379     |
| Junior Class Advisor             | 3,041     | 3,295     | 3,549     |
| Junior Honor Society             | 1,676     | 1,930     | 2,184     |
| Literary Magazine - HS           | 2,289     | 2,543     | 2,797     |
| Model UN                         | 1,871     | 2,125     | 2,379     |
| MST Coordinator K-5              | 2,924     | 3,178     | 3,432     |
| MST Coordinator MS               | 2,924     | 3,178     | 3,432     |
| Musical Director                 | 2,800     | 3,204     | 3,608     |
| National Honor Society - HS      | 1,809     | 2,063     | 2,317     |
| Newspaper - (per Issue)          | 541       | 795       | 1,049     |
| Pathways to Success              | 1,676     | 1,930     | 2,184     |
| Peer Mentor                      | 1,635     | 1,889     | 2,143     |
| Photographers                    | 918       | 1,172     | 1,426     |
| Photographers Club               | 1,468     | 1,722     | 1,976     |
| ROAR                             | 1,554     | 1,808     | 2,062     |
| Robotics                         | 1,468     | 1,722     | 1,976     |
| Senior Class Advisor             | 3,563     | 3,967     | 4,371     |
| Ski Club                         | 1,676     | 1,930     | 2,184     |
| Sophomore Class Advisor          | 1,864     | 2,118     | 2,372     |
| Special Ed.Coordinator K-6       | 2,924     | 3,178     | 3,432     |

| Stage Crew (1)                 | 2,428 | 2,832 | 3,236 |
|--------------------------------|-------|-------|-------|
| Stage Crew (2)                 | 3,031 | 3,435 | 3,839 |
| Student Council - ES           | 1,324 | 1,578 | 1,832 |
| Student Council - MS           | 1,861 | 2,115 | 2,369 |
| Student Council - HS           | 2,399 | 2,653 | 2,907 |
| SWAT                           | 1,676 | 1,930 | 2,184 |
| Team Leader MS                 | 1,145 | 1,399 | 1,653 |
| Technology Coordinator - ES    | 6,351 | 6,446 | 6,543 |
| Technology Coordinator - MS/HS | 6,351 | 6,446 | 6,543 |
| Tennis Club                    | 1,264 | 1,518 | 1,772 |
| Women Empowered                | 1,554 | 1,808 | 2,062 |
| Yearbook - ES                  | 1,324 | 1,578 | 1,832 |
| Yearbook - MS                  | 1,954 | 2,208 | 2,462 |
| Yearbook - HS                  | 3,648 | 3,902 | 4,156 |

The above is based on the following schedule of rates for supervision of student activities.

| Co-Curricular Activity         |         | 2017/2018 | 2018/2019 | 2019/2020 |
|--------------------------------|---------|-----------|-----------|-----------|
|                                |         |           |           |           |
| Club Meeting During Workday    | HR      | 19.75     | 20.05     | 20.35     |
| Club Meeting After Workday     | HR      | 39.38     | 39.97     | 40.57     |
| Evening Activity (At Least     | HR      | 78.74     | 79.92     | 81.12     |
| 2 hours after 5:00 PM)         |         | ,         |           |           |
| Full Day, Non Workday Activity | DAY     | 196.94    | 199.89    | 202.89    |
| Overnight Activity             | NIGHT   | 196.94    | 199.89    | 202.89    |
| SAT Preparation                | HR      | 37.36     | 37.92     | 38.49     |
| HEART Program                  | HR      | 37.83     | 38.40     | 38.97     |
| HELP Program                   | HR      | 37.83     | 38.40     | 38.97     |
| HAMMS Program                  | HR      | 37.83     | 38.40     | 38.97     |
| Elementary Summer School       | Stipend | 2,470.99  | 2,508.05  | 2,545.67  |
| Summer Curriculum              | HR      | 37.36     | 37.92     | 38.49     |
| Tutoring                       | HR      | 55.48     | 56.31     | 57.16     |
| Chaperone Pay                  | HR      | 27.64     | 28.05     | 28.47     |

The schedule of events of an activity listed above shall be approved by the building principal prior to the commencement of the activity and must include sufficient evidence to match funds appropriated for the 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 of the Superintendent.

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

Advisors shall record their hours on time sheets prepared by the District. Advisors for non-exempt activities shall be paid in the last paycheck in June the lesser of the stipend amount or an amount equal to the applicable hourly rate multiplied by the actual hours worked and reflected on their time sheets. Educational evaluators shall not record on their time sheets work performed during classroom release time. Advisors shall also maintain student attendance sign-in sheets and meeting minutes and shall provide copies thereof to building principals upon request.

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.

# APPENDIX B-2 (cont'd)

| Payment for Day and Overnight Trips                      |       | 2017/2018 | 2018/2019 | 2019/2020 |
|--|-------|-----------|-----------|-----------|
| Chaperones   |       |           |           |           |
| After workday/non-workday (3 pm) (not to exceed 3 hours) | HR    | 27.64     | 28.05     | 28.47     |
|  |       |           |           |           |
| After workday/non-workday (3 pm)                         | Flat  | 101.50    | 103.02    | 104.57    |
| Greater than 3 hours. No later than 10 pm                | Rate  |           |           |           |
| than 10 pm   |       |           |           |           |
| Full Day, Non-Workday Activity                           | DAY   | 196.94    | 199.89    | 202.89    |
| Overnight Activity                                       | NIGHT | 196.94    | 199.89    | 202.89    |
| Head Chaperone   |       |           |           |           |
| After workday/non-workday (3 pm) (not to exceed 3 hours) | HR    | 38.61     | 39.19     | 39.78     |
| (not to exceed a notify                                  |       |           |           |           |
| After workday/non-workday (3 pm)                         | Flat  | 137.03    | 139.08    | 141.17    |
| Greater than 3 hours. No later                           | Rate  |           |           |           |
| than 10 pm   |       |           |           |           |
| Full Day, Non-Workday Activity                           | DAY   | 228.61    | 232.04    | 235.52    |
|  |       |           |           |           |
| Overnight Activity                                       | NIGHT | 228.61    | 232.04    | 235.52    |

# APPENDIX C: COACHING EVALUATION

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

| COACH   |              |                |                   |
|---|--------------|----------------|-------------------|
|   |              |                |                   |
|   |              |                |                   |
|   |              |                |                   |
| I. COMMUNICATION SKILLS   | 50           |                | D Z               |
| I. COMMICINATION  | Satisfactory | Unsatisfactory | Not<br>Applicable |
|   | fact         | tisfa          | icab              |
|   | ory          | cto            | le                |
|   |              | ય              |                   |
| 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:   |              |                |                   |
| COMMENTS.   |              |                |                   |
|   |              |                |                   |
|   |              |                |                   |
|   |              |                |                   |
|   | Sa           | Ur             | Ap                |
| II. TECHNICAL COMPETENCY  | Satisfactory | ısati          | Not<br>Applicable |
|   | acto         | isfac          | cabl              |
|   | Δ            | Unsatisfactory | l°                |
|   |              |                | -                 |
| 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:   |              |                |                   |
| COMMENTS.   |              |                |                   |
|   |              |                |                   |
|   |              |                |                   |
|   |              |                |                   |

| III . ADMINISTRATIVE QUALITIES  | Satisfactory | Not Applicable Unsatisfactory |
|---|--------------|-------------------------------|
| 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:   |              |                               |
|   | ,            |                               |
|   |              |                               |
|   |              |                               |
|   |              |                               |
|   |              |                               |
| OVERALL RATING: SATISFACTORY  |              |                               |
| ADDITIONAL COMMENTS FOR THE BENEFIT OF THE INDIVIDU                     | AL CO        | OACH:                         |
|   |              |                               |
|   |              |                               |
|   |              | -                             |
|   |              |                               |
|   |              |                               |
|   |              |                               |
| SIGNATURES:   |              |                               |
| Coach Da  | te           |                               |
| Principal or Superintendent Da  | te           |                               |

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

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