

Agreement

BY AND BETWEEN THE
BOARD OF EDUCATION
OF THE
HALDANE CENTRAL
SCHOOL DISTRICT

AND

THE HALDANE ADMINISTRATORS'
ASSOCIATION

JULY 1, 2016—JUNE 30, 2021

**AGREEMENT BETWEEN
THE BOARD OF EDUCATION OF THE
HALDANE CENTRAL SCHOOL DISTRICT
AND THE HALDANE ADMINISTRATORS' ASSOCIATION**

Agreement Dates: July 1, 2016 through June 30, 2021

1. The Board of Education of the Haldane Central School District hereby recognizes the Haldane Administrators' Association as the exclusive bargaining agent under the Taylor Law for purposes of representing a unit comprised of educationally certified [e.g., SAS or SDA] administrators, unless the parties agree to add other titles. The unit shall include but not be limited to, employees with the title of Elementary School Principal, Middle School Principal, High School Principal, Student Support Specialist, and Director of Pupil Personnel Services & Innovative Instructional Practices, and Director of Athletics, Health, Physical Education & Dean of Students.
2. **Work Year:** Work year shall be defined as twelve (12) month school year, July 1 to June 30, and shall encompass 247 work days. Additionally, unit members will be granted annually 8 recess vacation days which may be used whenever teachers are not required to work during the period September 1 through June 30, subject to the prior approval of the Superintendent.
3. **Vacation with Pay:** Certified administrative staff shall earn vacation days as follows:
 - A. Year 1 through and including Year 3 (or until the year in which the administrator receives tenure, whichever is later) - 20 days.
 - B. Year 4 (or the year in which the administrator receives tenure, whichever is later) through and including Year 10 - 22 days.
 - C. Year 11 through Year 15 - 25 days
 - D. Year 16 and forward - 27 days.

Up to 8 days of vacation may remain unused at the end of the school year with the approval of the Superintendent. If unused at the end of the school year, these days will be paid as salary at the salary rate in effect during the school year they were not used in the first payroll following the end of the school year. Unused vacation days that are not subject to the 8 day vacation day payoff can be rolled into the administrator's unused accumulated sick leave. Vacation day roll over are limited to 5 days per school year. Effective July 1, 2014, unit members with more than 15 full years of service in the District may, with the approval of the Superintendent, sell back up to 10 unused vacation days. These days will be paid as salary at the salary rate in effect during the school year that they were not used in the first payroll following the end of the school year.

4. **Holidays:** Paid holidays each year shall be consistent with those days agreed upon between the Board of Education and the CSEA.
5. **Sick Leave:** Certified administrative staff is eligible for 15 days of sick leave per year to cover personal illness or serious illness in the immediate family requiring the administrator's attendance at home which may be accumulated to a maximum of 240 days.

Sick leave is subject to verification as required by the Board of Education or the Superintendent.

6. **Personal Leave:** Members of the unit are eligible for 3 Personal Leave days per year.
7. **Health Insurance:** Members of the unit are entitled to the benefits of the health insurance plan applicable to HFA employees.

Effective July 1, 2011, unit members hired on or before October 1, 2010 shall contribute to the individual or family health insurance premiums, as applicable, as follows:

| | | | |
|----|--------|---|------|
| A. | 7/1/11 | - | 2.5% |
| B. | 7/1/12 | - | 4% |
| C. | 7/1/13 | - | 6% |

Effective July 1, 2011, unit members hired after October 1, 2010 shall contribute to the individual or family health insurance premiums, as applicable, at the same rate as HFA unit members.

Members of the unit shall be eligible for any health insurance buyout offered to HFA unit members.

8. **Dental Insurance:** Members of the unit are entitled to the dental insurance benefits applicable to either HFA or CSEA members.
9. **Tuition Benefit:** For the term of this agreement, tenured administrative members are eligible for a choice of one of the following:
 - A. Any administrator who receives a doctorate shall receive a one-time lump sum stipend of \$1,765.64 in the year that the doctorate is earned. This stipend shall not be added to base salary.
 - B. Tuition Reimbursement not to exceed \$5,000 per year to be paid in the school year following the year that the credits were granted.

OR

- C. Children of tenured administrative members covered by this agreement may attend Haldane Central School District free of charge in accordance with the following conditions:
 - i. The District will not incur additional costs above the per pupil expenditure; the District reserves the right of refusal if additional funds are required.
 - ii. A proper educational program exists at Haldane Central School.
 - iii. No additional staffing is needed.

- iv. No prior disciplinary issues exist in the school district that the student attended.
- v. Space is available. The acceptable number of students per class will be determined by the Superintendent.
- vi. Transportation not included and will be provided by the parent.

The children of the tenured administrative member's continued attendance will be dependent on the student maintaining a passing average in all subjects and be in compliance with the District's Code of Conduct and Students' Attendance Policy. A student may be denied continued attendance in the District for disciplinary reasons. A student who is denied continued attendance for academic reasons or disciplinary reasons shall be entitled to an informal conference with the Superintendent of Schools before any decision is made to terminate the student's attendance within the district.

10. **Short Term Leaves:** Members of the unit are eligible for Short Term Leaves as provided below:

Jury Duty: Unit members will be given leave for jury duty and will be paid at regular salary.

Court Appearances: Unit members will be excused for court appearances when acting as a witness.

Bereavement Leave: Unit members will be granted Five (5) days leave with pay for each death in the 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 unit member's family to include grandmother, grandfather, mother-in-law, grandchildren, aunt, uncle, brother-in-law, sister-in-law and any other person who resides in the member's household.

11. **A. Salary:** The salary for unit members for the term of this agreement will be as follows:

Effective July 1, 2016, annual percent salary increases will be based on overall performance rating as determined by the Superintendent of Schools as follows:

| | |
|------------------|-------|
| Highly Effective | 2.50% |
| Effective | 2.00% |
| Developing | 1.50% |
| Ineffective | zero |

Any new employees in the bargaining unit hired after the date of this agreement will not be eligible for the annual increase until they have completed a full year of service. It is agreed that this performance based compensation model shall sunset on June 30, 2021 and have no further effect. Calculation of salaries for the 2021-2022 school year shall be subject to the next round of negotiations between the parties.

B. Service Recognition: Upon completing 5 years of service to the Haldane Central School District, the administrator will be entitled to an annual longevity payment of 2.5% of their salary in years 6 – 10 beginning July 1st of their 6th year. Upon completing 10 years of service to the Haldane Central School District, the administrator will be entitled to an annual longevity payment of 3% of their salary beginning July 1st of their 11th year. Longevity payments are not to be calculated as part of base salary.

12. **Life Insurance:** The District has agreed to reimburse each member of the unit up to \$1000 annually for a life insurance policy.

Reimbursement will be made once a year upon submission of a claim form and proof of payment to the company.

13. **Retiree Health Insurance:** The District agrees to provide health insurance upon retirement for members of the unit who retire under the regulations of the New York State Teachers Retirement System. Administrators must notify the district by December 31st of the year he or she is planning to retire.

NYSTRS members will be entitled to continue health insurance in retirement, with the District paying for 65% of the individual premium and 35% of family coverage if applicable, providing the employee has completed 10 years of service to the district, is at least 55 years of age, and meets all of the requirements of the New York State Teachers Retirement System. The side agreement for any unit member hired as an administrator before July 15, 2000 remains in full force and effect, as Appendix "A" to this agreement

14. **Board Meetings:** Administrators shall attend Board of Education Workshops. Administrators shall attend Board of Education Meetings when requested by the Superintendent to make a presentation to the Board, and shall thereafter not be required to remain for the balance of the meeting.

15. **District Committees:** Administrators will Chair/Co-Chair District Committees.

16. **District Events:** Administrators will oversee all after school building sponsored events.

17. **Miscellaneous:** Dues deduction and Joint Labor-Management should be the same as afforded the District's teachers.

18. **Sick Leave Payout:** Upon retirement from the Haldane Central School District into the New York State Teachers Retirement System unit members shall be paid for 50% of their accumulated sick leave days at the rate of \$115 per day. Unit members who have accrued 240 sick days will sell back all unused sick days above the 240 at the daily rate. Sellbacks must occur on the last day of the fiscal year 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 120 days.

However, 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 120 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 31st 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 31st 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 31st.

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

19. Allocation for Conferences or Professional Dues

A. The District agrees to a minimum annual reimbursement (dues) or direct payment of conference money of \$250 pending conference approval from the superintendent. The District will consider a larger amount for conferences pending superintendent approval and value of the conference.

B. Effective July 1, 2015, the Director of Athletics, Health, P/E & Dean of Students shall receive a \$1,000 annual travel stipend. This stipend is not to be added to the member's base salary.

20. The practice reflected in the attached September 23, 2013 Side Letter regarding cell phone usage will continue to be followed until there is a revised practice mutually agreed upon by the parties.

21. 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 HAA.

B. The Committee shall consist of a maximum of four (4) members chosen annually. Two (2) members shall be designated by the Board of Education and

two (2) members designated by the HAA President. The Chairperson of the Committee shall rotate from meeting to meeting between a Board designated member and an HAA designated member.

- C. The agenda for each meeting shall be mutually agreed upon by the members of the Committee in advance of the total actual meeting.
- D. The Committee shall meet as needed during the school year. Meeting dates and times shall be agreed to mutually in advance of each meeting.

22. **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.

23. **Grievance Procedure:**

A. Purpose

In any organization it is inevitable that difference 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 of misapplication of the provisions of this collective bargaining agreement.
2. An "Aggrieved Person" is an individual employee or a group of employees who have filed a grievance.
3. A "Representative" is any person chosen by the aggrieved party.

C. General Grievance Procedures

1. All Meetings, conference, hearings, etc., regarding grievances shall be held after normal school hours or at other times when they would not interfere with normal school duties. Any member of the bargaining unit may bring matters of personal concern to the attention of the appropriate Bargaining Unit Members' representative 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 HAA 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 proceeding 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

1. **Informal Meeting:** Prior to the filing of a written grievance it will be the responsibility of the grievant to meet once 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 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 HAA President. This account shall include the facts giving rise to the grievances and the specific provision 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. If the Superintendent is the immediate supervisor the grievance will be initiated at Level I and any appeal shall go to Level III.

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 [or Level I if the immediate supervisor is the Superintendent], 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 with 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.

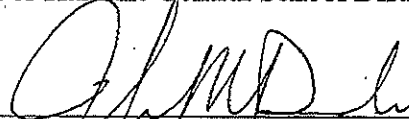
5. Level IV

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

24. The term of this agreement shall be from July 1, 2016 to June 30, 2021.


All terms and conditions of employment not noted above continue to be subject to the discretion and control of the Board of Education.

For Haldane Central School District:




President, Board of Education

1/17/17
Date



Superintendent of Schools

1/17/17
Date



For the Haldane Administrators' Association

1/17/17
Date

SUPPLEMENTAL MEMORANDUM OF AGREEMENT

BY AND BETWEEN THE SUPERINTENDENT OF SCHOOLS and BOARD OF EDUCATION OF THE HALDANE CENTRAL SCHOOL DISTRICT (the "District") and the HALDANE ADMINISTRATORS ASSOCIATION (the "Association");

WHEREBY the District and the Association agree as follows:

To modify Article 1 of the 2016 - 2021 collectively negotiated agreement between the District and the Association by:

- (1) Adding the title "Student Support Specialist."

SO AGREED, this 18 day of August, 2016, subject to ratification by the Board of Education.

THE DISTRICT

By: _____

Dr. Diana C. Bowers
Superintendent of Schools

THE ASSOCIATION

By: _____

Brent B. Harrington
President

SIDE LETTER OF AGREEMENT

It is hereby agreed by and between the Haldane Central School District [hereinafter "District"] and the Haldane Administrators Association [hereinafter "Association"] that this Side Letter of Agreement amends the collective bargaining Agreement between the parties to provide that any unit member hired as an administrator before July 15, 2000 shall receive District paid health insurance into retirement at the following rates:

5 years of completed District service – 50%/35% (Individual/Family)

7 years of completed District service – 50%/50% (Individual/Family)

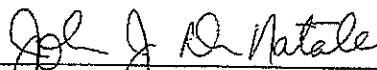
10 years of completed District service – 75%/75% (Individual/Family)

In order to qualify for this benefit the administrator must retire under the NYSTRS and notify the District by January 1 of his or her intention to retire by June 30th of that school year.

This Side Letter is subject to ratification by the Board of Education.


Dated: May 25, 2006

FOR THE DISTRICT:



Dr. John J. Di Natale, Superintendent

FOR THE ASSOCIATION:



Maggie Davis, President

DRAFT
SIDE LETTER OF AGREEMENT BETWEEN
THE HALDANE CENTRAL SCHOOL DISTRICT
AND
THE HALDANE ADMINISTRATIVE ASSOCIATION

WHEREAS, The Haldane Central School District and the Haldane Administrative Association, are parties to a Collective Bargaining Agreement (hereinafter the "parties"); and

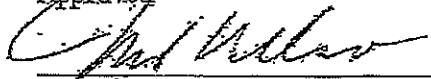
The parties wish to amend the contract as follows:

Administrators have been required to utilize a school phone in the performance of their professional responsibilities. In recent years the District has contracted with Verizon for unlimited minutes because of the large volume of calls made and received on school phones and its better pricing plan. This practice has been common for at least the last 7 years at Haldane.

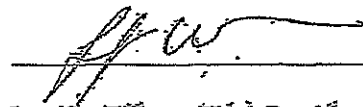
The District has not incurred any additional cost in the implementation of this practice. It is cumbersome for a supervisor or administrator to carry two phones in addition to the need at times for a walk talkie on their person. Administrators are permitted any reasonable usage associated with their school phone for personal communication as long as the District does not incur any additional costs such as overseas phone calls (they are prohibited).

This Side Letter formalizes this practice to avoid any appearance of impropriety. The usage of this phone must comply with the District's Acceptable Use Policy.

Approved



Mark Villanti, Superintendent



Jennifer Wilson, HAA President

September 23, 2013