

TERMS AND CONDITIONS AGREEMENT

THIS AGREEMENT is made the 13th day of July, 2021, by and between the Board of Education of the Haldane Central School District, with offices at 15 Craigside Drive, Cold Spring, New York, hereinafter referred to as the “District” and Josh Elder, hereinafter referred to as the “Director of Curriculum and Human Resources” or the “Administrator”.

WHEREAS the parties are desirous of entering into a contract to set forth the terms and conditions of the Administrator’s employment as Director of Curriculum and Human Resources;

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the parties hereto agree as follows:

I. TERM

a. The Board and the Administrator acknowledge that this Agreement, which provides for the terms and conditions of his employment as Director of Curriculum and Human Resources, is of a non-durational nature and shall continue during the employment of the Administrator until the time of his retirement, resignation or termination from the School District.

b. The Director of Curriculum and Human Resources will hold proper certification as required under New York State Education Law. Certification shall be maintained in good standing with the State of New York.

c. The parties hereto agree that the duties of the Director of Curriculum and Human Resources shall be those duties now or hereafter prescribed by the Superintendent of Schools, and that the Director of Curriculum and Human Resources hereby agrees to devote his full time, skill, labor and attention to said employment during the term of this Agreement; provided, however, that the Director of Curriculum and Human Resources by agreement with the Superintendent of Schools may undertake consultation work, speaking engagements, writing, teaching, lecturing or other professional duties and obligations without reduction in compensation.

II. WORK YEAR/WORK DAY/WORK ETHIC

a. The work year for the Director of Curriculum and Human Resources shall be twelve (12) months and shall encompass 247 work days. The work day for the Director of Curriculum and Human Resources shall be as assigned by the Superintendent of Schools.

III. COMPENSATION

The District shall pay said Director of Curriculum and Human Resources as compensation for such services One Hundred Sixty-Seven Thousand Dollars (\$167,000) as an annual salary for the period July 1, 2021 continuing through June 30, 2022. Such salary, less deductions required by law or authorized by said Director of Curriculum and Human Resources, shall be paid in equal installments in accordance with the rules of the Board of Education governing payment of the professional staff members of the District. The future compensation of said Director of Curriculum and Human Resources shall be established by the Board of Education at least 30 days prior to the commencement of future school years of employment. The salary of the Director of Curriculum and Human Resources shall not be reduced from the previous year's amount upon annual review and determination.

III. VACATION DAYS

Annual Leave (Vacation) – The Director of Curriculum and Human Resources will be credited with 20 days of vacation leave at the beginning of each year of service, on July 1. Vacation days shall be scheduled upon the prior approval of the Superintendent of Schools. The Director of Curriculum and Human Resources shall be entitled to payment for accrued vacation upon retirement or resignation, provided that he has completed at least two years of continuous service and has provided at least 90 days written notice prior to retirement or resignation. Notwithstanding the above, the Director of Curriculum and Human Resources may submit up to eight (8) unused vacation days annually for payment.

IV. SICK LEAVE

The Director of Curriculum and Human Resources shall be credited with 15 days of sick leave at the beginning of each year of service. Sick leave is credited on July 1.

V. HOLIDAYS

The Director of Curriculum and Human Resources shall be entitled to all regularly-scheduled District paid holidays as described in the contract between the Board of Education and the CSEA.

VI. RECESS LEAVE DAYS

The Director of Curriculum and Human Resources shall be entitled to eight (8) Recess vacation days which must be used whenever teachers are not required to work during the period between September 1 and June 30, subject to prior authorization by the Superintendent of Schools. Such recess vacation days may not be carried over and shall not be subject to any of the buyout provisions in this Agreement.

VII. WORKERS' COMPENSATION

The Director of Curriculum and Human Resources is covered by the provisions of the Workers' Compensation laws. If he is absent from work because of occupational injury or disease as defined by the Workers' Compensation Law, pending adjudication of his case, he will be granted leave with full pay. Such leave will not be charged against sick leave provided that he pays to the District the Workers' Compensation salary benefits received for such absence.

VIII. PERSONAL LEAVE

The Director of Curriculum and Human Resources will be credited with four (4) personal leave days per year, days per year, which may not be accumulated from year to year. Personal leave is credited on July 1. Unused personal days shall be added to sick day accumulation.

IX. BEREAVEMENT LEAVE

The Director of Curriculum and Human Resources will be granted an additional five (5) days of personal leave with pay for a death in the immediate family, as defined in the contract between the Board of Education and the Haldane Faculty Association.

X. INSURANCES

a. Health Insurance - The Director of Curriculum and Human Resources shall be entitled to District funded individual or family health insurance coverage in the health insurance plan offered by the District to members of the Haldane Faculty Association, with the Director of Curriculum and Human Resources contributing 15% of the applicable premium. If the Director of Curriculum and Human Resources waives individual coverage, he shall receive a payment of \$2,300. If he waives family coverage, he shall receive a payment of \$6,000. If he changes coverage from family to individual, he shall receive a payment of \$3,000

b. After having worked for ten (10) or more years in the District immediately preceding retirement in order to receive payments from the New York State Teachers Retirement System, the Director of Curriculum and Human Resources shall be entitled to District contributions towards the cost of health insurance premiums in retirement as follows:

35% towards the cost of family coverage

65% towards the cost of individual coverage

c. Dental/Welfare Benefits - The Director of Curriculum and Human Resources shall be entitled to the dental and vision insurance benefits offered to members of the CSEA bargaining unit.

XI. CONTRACT MODIFICATION

This Agreement may not be modified or amended except by written instrument signed by both of the parties hereto.

XII. SEVERABILITY

Should any provision, term, condition, paragraph, phrase or portion of this Agreement be held or found void or illegal, the balance of the Agreement shall remain in full force and effect.

XIII. APPLICABLE LAW

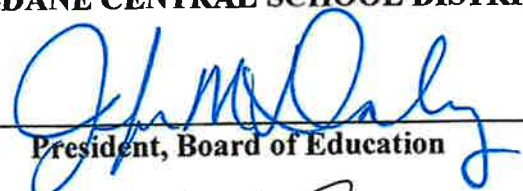
This Agreement shall be interpreted in accordance with the provisions of the laws of the State of New York.

XIV. JURY DUTY

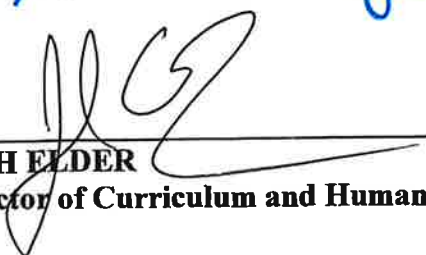
In the event the Director of Curriculum and Human Resources is required to perform jury duty, he shall receive his full pay from the District and shall waive the pay for jury duty service.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date set forth above.

**BOARD OF EDUCATION
HALDANE CENTRAL SCHOOL DISTRICT**

By: 

President, Board of Education



JOSH ELDER
Director of Curriculum and Human Resources