

# **CONTRACT**

**BETWEEN**

**North Colonie Central School District**

**AND**

**North Colonie Teachers' Association**

**July 1, 2022 – June 30, 2024**

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## **PREAMBLE**

In order to effectuate the provisions of Chapter 392 of the Laws of 1967 (the Public Employees' Fair Employment Act), and enable the professional employees to participate in and contribute to the development of policies for the school district and to provide for the best educational interests of the pupils of the North Colonie Central School District, THIS AGREEMENT IS MADE AND ENTERED INTO on this 27th day of June 2022, by and between the Superintendent and the Association to be effective from July 1, 2022 to June 30, 2024, consistent with the duration clause Article XXVIII.

The North Colonie School District hereby advises students, parents, employees and the general public that it offers equal employment and educational opportunities, including vocational education opportunities, without regard to sex, race, color, national origin, religion, disability or other minority group. Equality of opportunity in employment shall include hiring, firing, wages and salaries, promotion or any terms, conditions or privileges of employment.

Inquiries regarding this nondiscrimination policy may be directed to Title IX (Discrimination) Compliance Officer

Procedures and forms related to the established grievance procedures may be obtained from the appropriate compliance officer.

## **RECOGNITION**

The North Colonie Board of Education having determined that the North Colonie Teachers' Association is supported by a majority of the teachers in a unit composed of all professional, certificated or licensed physical and occupational therapists and assistants and excluding employees who are certified and who are employed in the positions of superintendent, assistant superintendent, business administrator, principal, hall principal, director, assistant director and department supervisor, hereby recognizes the North Colonie Teachers' Association as the exclusive negotiating agent for the teachers in such unit. Such recognition shall extend for the maximum possible period allowable under law in effect July 1, 1972.

The Association agrees that it will not cause, engage in or sanction any strike or refusal to perform the duties of employment or other concerted stoppage of work or slowdown by the members of the unit which it represents.

## **RIGHTS AND RESPONSIBILITIES OF THE BOARD OF EDUCATION**

In order to carry out its responsibilities for the development and operation of programs providing the best possible educational opportunity for the students of the North Colonie Central School District consistent with community resources, the Board retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in the Board by law, including, by way of illustration but not by way of limitation, the following:

- (a) The supervision, direction and control of the management and administration of the school system, its properties and facilities.
- (b) The right to hire all employees and, subject to the provisions of the law, to determine their qualifications, to discharge, demote or otherwise discipline employees for reasonable and just cause and to promote and transfer employees.
- (c) The right to establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students as deemed necessary or advisable by the Board.

The exercise of the foregoing powers, rights and duties and responsibilities by the Board and the adoption of policies, rules, regulations and practices in furtherance thereof shall be the exclusive prerogative of the Board except as otherwise limited by express provision of this Agreement.

In summary, the Board cannot reduce, negotiate or delegate its legal responsibilities, but it recognizes the rights and responsibilities of the professional staff pursuant to the provisions of the Public Employees' Fair Employment Act.

## **NEGOTIATION PROCEDURES**

A. No later than November 15, 2023 the parties will have an initial meeting to determine format and planned timeline for negotiations. If such an agreement is not concluded by March 1st, either party may request the use of mediation. The parties shall request the State Public Employment Relations Board to assist the parties to reach an agreement. Such mediation and fact-finding will be governed by the provisions of Section 209 of the Civil Service Law.

B. It is in the public interest that the opportunity for mutual discussion of matters of vital mutual concern be provided. The parties, accordingly, agree to cooperate in arranging meetings, selecting representatives for discussion, furnishing necessary information and otherwise constructively considering and resolving any such matters.

C. Neither party in any negotiations shall have any control over the selection of the representatives of the other party and each party may select its representatives from within or outside the school district. While no final agreement shall be executed without ratification by the Association and the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals and reach compromise in the course of negotiations.

D. Each side shall have the right to take and maintain its own record of the negotiations.

## ARTICLE I

### GRIEVANCE PROCEDURE

#### Section A

WHEREAS, the establishment and maintenance of a harmonious and cooperative relationship between the Board of Education and its teachers are essential to the operation of the schools, it is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to alleged grievances of teachers through procedures under which they may present grievances free from coercion, interference, restraint, discrimination or reprisal and by which the Board of Education (hereinafter referred to as the Board) and its teachers are afforded adequate opportunity to dispose of their differences without the necessity of time-consuming and costly proceedings before administrative agencies and /or in the courts.

#### Section B

1. **Grievance** - a claim by any aggrieved party based upon any claimed violation of this agreement, rules, regulations or policies of the Board or administration.
2. **Aggrieved Party** - shall mean any person or group of persons within the negotiating unit directly affected by the grievance claim. In the case of a group of persons within the same building, a building representative may initiate the grievance as described in Section C below. If the grievance affects a group of persons not within the same building, or if the grievance appears to be associated with a system-wide application of the agreement, it may be filed by the Association directly at Stage 2.

#### Section C - Procedures

1. **Informal** - Within thirty (30) school days of the time the aggrieved party knew or should have known, of the act or condition on which the grievance is based (or October 1st for grievances arising during the summer vacation period), the aggrieved party, either directly or accompanied by a building representative, will present the grievance orally to the principal.

Such meetings with the principal will be held during non-school hours unless there is mutual agreement for other arrangements.

2. **Stage I** - Building Principal (and Hall Principal in the case of the Senior High School)

- a) Within five (5) school days of the oral presentation, the Principal shall give to the aggrieved party an oral response.

If the grievance is not resolved, in the opinion of the aggrieved party, by such oral response, within five (5) school days of the oral response, the aggrieved party shall state the grievance in writing, sign and file it with the Principal on the form provided by the Superintendent's office.

- b) All grievances shall include the name and position of the aggrieved party, the identity of the provision of this agreement, policies, etc., involved in said grievance, the time when and the place where the alleged events or conditions constituting the grievance existed, the identity of the party responsible for causing the said events or conditions, if known to the aggrieved party, and a detailed statement of the grievance and the redress sought by the aggrieved party.
- c) Within five (5) school days after receiving the grievance, the Principal shall communicate an answer, with supporting reasons, in writing to the grievant and the building representative.

### **3. Stage II - Superintendent of Schools**

- a) If the grievance is not resolved at Stage I, the aggrieved party shall, within ten (10) school days present the grievance to the Association's grievance committee for its consideration.
- b) If the grievance committee determines that the grievance is valid, then it will file a written appeal of the grievance at Stage I with the Superintendent of Schools, or a designated representative, within five (5) school days after the grievance has been presented to the committee. Copies of the written grievance and decision at Stage I shall be submitted with the appeal, and a copy of the appeal shall be forwarded to the Principal who reviewed the grievance at Stage I.
- c) The Superintendent, or a designated representative, shall give the aggrieved party, and the chairperson of the grievance committee, an answer in writing no later than ten (10) school days after receipt of the written appeal at Stage II.

### **4. Stage III - Board of Education**

- a) If the aggrieved party and the Association feel that the grievance was not resolved at Stage II, the grievance committee will file an appeal in writing with the Board of Education within ten (10) school days after receiving the decision at Stage II. The Superintendent of Schools will forward the official grievance record to the Board of Education.
- b) Within five (5) school days after receipt of the appeal, the Board of Education shall hold a hearing, in executive session, on the grievance. All those listed in Stage II shall have a right to participate in this stage of the procedure. No material, allegation or remedy not presented at Stages I and II may be introduced at Stage III. The aggrieved party and the Association shall have the right at the hearing to confront and cross examine all witnesses, to testify and call witnesses on behalf of the aggrieved party and to be furnished with a copy of minutes of the proceedings at each stage of the grievance procedures, if such minutes were recorded.
- c) Within five (5) school days after the conclusion of the hearing, the Board of Education shall render a written decision on the grievance and forward same to the aggrieved party, the Association and the Superintendent.

- d) Upon the request of the Association, or on its own motion, the Board may pass a Stage III appeal directly to Stage IV without the necessity of a determination or a hearing at Stage III.

#### **5. Stage IV - Arbitration**

- a) If the aggrieved party feels that the grievance was not resolved at Stage III, and the Association determines that the grievance has merit, it may submit the grievance to arbitration by written notice to the Board within fifteen (15) school days of the decision at Stage III.
- b) Within ten (10) school days after such written notice of submission to arbitration, a request for the selection of an arbitrator will be made to the American Arbitration Association by either party. A copy of such request shall be forwarded to the Superintendent or the President of the Teachers' Association.
- c) All parties shall be bound by the procedures of the American Arbitration Association in the selection of the arbitrator and the conduct of the arbitration proceedings.
- d) The decision of the arbitrator shall be final and binding on all parties.
- e) The costs of the service of the arbitrator will be borne equally by the Board and the Association.

#### **6. Appearance and Representation**

- a) Informational or data collection meetings dealing with the grievance shall be held during non-school hours.
- b) Hearings held under this Article shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons including witnesses, entitled to be present to attend. Such hearings will be conducted during non-school hours unless there is mutual agreement for other arrangements. There shall be no interruption of classroom activity and no involvement of students during school hours in any phase of the grievance procedure.
- c) The Board and the Association agree to facilitate any investigation which may be required and to make available any and all materials and relevant documents, communications and records concerning the alleged grievance.

Requests for information from members of the administration or supervisory staff shall be made with 48 hours' notice and in writing.

- d) All forms used in the grievance procedure shall be developed jointly by the Superintendent of Schools and the Association. The Superintendent shall have said forms printed and distributed for their ready availability.

- e) All grievance records shall be filed separately from the personnel files of the aggrieved party and shall be made available at all stages for inspection and /or copying by the aggrieved party, the grievance committee and the Board, but shall not be deemed a public record.
- f) Nothing contained herein will be construed as limiting the right of any person or group of persons having a grievance to discuss the matter informally with the building principal and having the grievance informally adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement and the Association has been given an opportunity to be present at such adjustment and to state its views on the grievance. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall in all respects be final, said adjustment shall not create precedent or ruling binding upon either of the parties to this agreement in future proceedings.
- g) No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by the Board or any member of the administration against the aggrieved party, any party in interest, any representative, any member of the grievance committee or any other participant in the grievance procedure or any other person by reason of such grievance or participation therein.
- h) The Superintendent of Schools shall be responsible for accumulating and maintaining an Official Grievance Record which shall consist of the written grievance, all exhibits, transcripts, communications, minutes and/or notes of testimony, written arguments and briefs considered at all formal stages of the procedure and all written decisions at each stage.

## **7. Time Limits**

- a) Time limits provided in this Agreement may be extended by mutual agreement when signed by the parties.
- b) Failure at any stage to communicate the decision on a grievance within the specified time limit shall permit the Association to lodge an appeal at the next stage of this procedure.

Any grievance not advanced from one stage to the next within the time limits prescribed, shall be deemed to be resolved at the previous stage and further appeal shall be barred.

- c) In the event that a grievance is filed on or after June 1st, upon request by or on behalf of the aggrieved party, the time limits set forth herein will be reduced pro rata so that the grievance may be resolved prior to the end of the school term, or as soon thereafter as possible.

## **8. Limitations**

Nothing contained herein shall deny to any teacher the rights provided by State or Federal Constitution and laws.

## ARTICLE II

### TEACHER - ADMINISTRATION LIAISON

#### Section A

1. The North Colonie Teachers' Association shall elect building representatives for each elementary school building, the middle school and the senior high school. At least once each month during the school year, the building principal shall arrange a meeting with the hall or building representative(s) to review and discuss local school problems and practices, as determined by the principal or teacher representatives. Hall principals, where applicable, shall be included. Any such meeting may be cancelled, adjourned or postponed by mutual consent. Insofar as is possible, these meetings shall be scheduled at the beginning of the year by both the building principal and the hall representatives. Items to be discussed shall have been placed on an agenda available to all parties at least twenty-four (24) hours in advance of said meetings. In the event of any emergency, either the building (or hall) representative or the principal may arrange for a special meeting.
2. The building (or hall) representative shall have the right to schedule, according to normal procedure for the school involved, Association meetings in the school building before or after school, provided such meetings do not conflict with scheduled faculty or other academic meetings or any programs involving pupils.
3. The building or hall representative shall be provided a minimum of ten (10) minutes at the end of all faculty meetings to report on matters involving representation of teachers by the Association.
4. When regularly scheduled faculty meetings are held in the morning, the school day will start ten (10) minutes earlier.
5. Except in emergency situation, faculty and departmental meetings will be confined to the normal teacher day. No teacher shall be expected to attend more than one of the following types of meetings on any given school day: faculty meetings, hall meetings and departmental meetings. This provision shall not pertain to days or parts of days during the orientation program prior to the beginning of regular school, workshop days and days during midyear and during and following final exam periods.

#### Section B

The Executive Committee of the Association shall file a list of all officers and committees with the Superintendent as soon as possible after their election or selection. The Superintendent shall arrange with the President of the Association at least every two (2) months or whenever necessary, a meeting of the Association's Executive Committee, together with such other administrators as they may designate, and when they deem it desirable, they shall request one or more members of the Board of Education to be present to discuss and review current school problems and practices and the administration of this agreement. Such meetings may be cancelled or postponed by mutual consent.

## **Section C**

1. To enable teachers to more actively participate in regular meetings of the Board of Education, a copy of the proposed agenda is available to the Association via the District website, prior to the meeting date. This will enable teachers and/or their representatives to prepare and/or request to speak on items of common concern.
2. The following will be available to the Association via the District website or upon request:
  - a. Official minutes of Board meetings.
  - b. Monthly financial statements and line-item reports, as available.
  - c. Annual official auditor's report of the North Colonie Central School will be made available for inspection by the Association.
  - d. Officially set tax rate for the current school year, per assessed value and per real value.
  - e. Estimated total assessed value of real property within the North Colonie Central School District.
  - f. Equalization rate for the school year, as determined by the State of New York.
  - g. Student enrollments, by school and grade level, if available, for the current school year.
  - h. State aid ratio currently in effect for North Colonie Central Schools.
  - i. Distribution of teachers by step in North Colonie.
3. The Association may request meetings with the Board of Education and the Superintendent in executive session. A copy of the proposed agenda is to be submitted with each request.

## **Section D**

Prior to the institution of any expanded or additional program involving the members of the bargaining unit, the administration will inform the Association of such proposed program permitting sufficient time for study and recommendation prior to implementation of such program.

## **Section E**

The Board of Education shall provide the Board's Policies via the District's website or upon request.

## ARTICLE III

### TEACHERS' ASSOCIATION RIGHTS

1. The Association will have the right to use buildings without cost at reasonable times for meetings. The use of the building will be scheduled according to the procedure established by the principal for the building in which it is desired to hold a meeting.
2. The Association may provide one bulletin board in each faculty lounge for the exclusive use of the Association. In addition, the Association shall have the right to:
  - a. post notices of its activities and matters of Association concern on faculty bulletin boards;
  - b. place notices, circulars and other materials in teachers' mail boxes
3. At the times of the four regularly scheduled Association meetings provided for in the Association By-Laws, no other intra-district activity shall be scheduled.
4. The officers of the Association will be given a half (1/2) day on the first day of new teacher orientation day to orient teachers new to the district to the functions and philosophies of the North Colonie Teachers' Association. If the Association does not intend to use the one-half day, notice shall be given to the Superintendent by July 1st of each year. In addition, the officers of the Association will be given forty-five (45) minutes on pre-school workshop day to orient the members of the present teaching staff.
5. The Association will be allowed up to 15 leave days per year to conduct necessary business. The assignment of this time will be made among the officers, building representatives and committee chairpersons of the Association, and the cost of substitutes shall be paid by the Association. Notice of such leave shall be given to the building principal before the close of business of the previous school day. Such leave shall not be charged to the individual's sick or personal leave time.
6. If and when the District should find it necessary to eliminate teaching positions, it shall comply with the Education Law in identifying those members of the teacher unit whose employment is to be terminated.
7. The Association shall have the right to designate teachers to be granted leaves of absence for up to two (2) years without pay for the purpose of engaging in local, state or national Association activities. All benefits earned prior to such leave, as well as any new benefits for unit employees, will be credited upon return. Time for such leave shall not apply for salary steps.

8. Beginning in the year 2007-08, and in each year thereafter, pay dates will approximate the 15<sup>th</sup> and the last day of each month.

All staff members will have the option to choose either one twentieth or one twenty-fourth of their annual salary per paycheck.

All teachers hired before July 1, 2022 may opt to have their payroll checks deposited directly to their accounts by the District.

All teachers hired after July 1, 2022 shall have their payroll checks deposited directly to their accounts by the District.

If a payroll date occurs during a vacation period, direct deposits will be made on the scheduled payroll date. Paychecks and direct deposit slips will be available for pickup at Central Office during the vacation week. Employees may also request to have their checks mailed during this week. Those not picked up during the vacation week will be delivered to each school building on the next scheduled school day.

## **ARTICLE IV**

### **ASSIGNMENT OF TEACHERS**

#### **Section A - Scheduling of Teachers**

1. Each rehired professional staff member shall receive annually by May 30, or within thirty (30) days of the signing of the agreement, whichever day is later, a tentative statement of employment, specifying the grades and/or subjects assigned and any special or unusual classes for the next school year, and a notice of appointment which shall include the teacher's appointment status, i.e., substitute, probationary or tenure. If no additional notification is received by August 1, the tentative statement will become firm. However, the administration reserves the right to make changes in assignments for reasons such as, but not limited to, summer school results, enrollments, resignations. If such a change is contemplated, the department supervisor and the teacher involved shall be consulted wherever possible. Each rehired professional staff member shall receive within thirty (30) days of the signing of the agreement, a salary notice for the ensuing year. The school salary year shall be considered to extend from September 1 through June 30.
2. In order to assure that pupils are taught by teachers working within their areas of competence, teachers will not be assigned except temporarily and for good cause in the opinion of the Superintendent, and by mutual consent, outside the scope of their teaching certificates and /or their major or minor fields of study. This shall not apply to special area teachers teaching pupil services class children as needed.
3. a. In arranging schedules for teachers within the unit of recognition who are assigned to more than one school, an effort will be made to limit the amount of inter-school travel. Such teachers will be reimbursed for use of their own cars on school business during the school day (transportation from home to the first station, and from the final station to home, not included) at the established district rate. Notification of any changes in schedules will be given as soon as practicable

- b. Except as otherwise set forth herein, all teachers assigned to more than one school will receive a minimum of 30 minutes for travel and transition time between assignments at their respective buildings. At the elementary level, the 30 minutes of travel time will not count toward the teacher's allotted preparation time as referred to in Article IV, Section C, 3 (c). At the secondary level, reasonable efforts will be made to grant 30 minutes for travel and transition between buildings. A teacher traveling between the Middle School and the Senior High School will have their supervisory duties reduced by one period per day.
4. Should the District need to fill a leave of absence and is unable to secure a suitable leave replacement and has otherwise exhausted all other options to fill such leave position, the following process shall be followed:
  - a. The administrator of the building or department in which the leave has occurred or is anticipated to occur shall contact the Director of Human Resources who shall inform the President of the Association of the leave or anticipated leave. The President of the Association will communicate with members of the Association's Professional Committee and discuss the District's need to fill the leave or anticipated leave. The Committee shall solicit volunteers from its membership to fill the leave of absence. Once gathered, the names of all volunteers shall be forwarded by the Professional Committee to the Director of Human Resources. The District shall have the sole discretion when selecting the member(s) of the Association to fill the leave position(s).
  - b. In the event that an Association member fills such leave position he or she shall be compensated an additional .2 FTE per section covered for the entire duration of the leave, including non-teaching days.

## **Section B**

The opening and closing hours of the school day shall continue to be subject to administrative determination. The length of the elementary teacher day shall be 7.25 hours and the length of the secondary teacher day shall be 7.5 hours.

Effective July 1, 1999, in the senior high school, teachers will work an additional eight (8) minutes on Tuesday, Wednesday and Thursday (7 hours 38 minutes) and will not be required to stay beyond seven (7) hours on Friday.

Effective July 1, 2022, at Shaker Middle School, teachers will work an additional five (5) minutes (7 hours, 35 minutes) on Monday, Tuesday, Wednesday, and Thursday, and will not be required to stay beyond 7 hours, 10 minutes on Friday.

For attendance reporting purposes (i.e. calculating sick and personal days) the teacher day shall be computed at 7.75 hours. Teachers may use sick or personal time in increments of 1/8, 1/4, 1/2, 3/4 or 1 full-day only.

If the teacher needs to leave before the end of the contractual day, he or she will confer with their supervisor.

## Section C

1. All staff members shall have an uninterrupted duty-free lunch period of at least one-half (1/2) hour daily, except in unforeseen circumstances. Under such circumstances, a staff member shall receive additional equivalent uninterrupted time within the next week.
2. All secondary classroom teachers, in addition to their lunch period, shall have six (6) periods in each seven (7) days free for planning and other professional activities determined by the teachers themselves. The administration and the Association building representatives in the high school will explore methods to provide an additional one (1) hour unassigned time per seven (7) school days within the daily time schedule.
3.
  - a. All elementary teachers shall have a thirty (30) minute duty-free lunch period during their students' lunch/recess time.
  - b. Teachers in grades K-5 shall have a 30 minute lunch period followed by or preceded by a 15 minute preparation period each day.
  - c. All elementary classroom, special area, and special education teachers assigned to the elementary level shall have at least 250 minutes of duty free planning time for a five (5) day rotation or 300 minutes for a six (6) day rotation, excluding the 30 minute lunch period referred to in Article IV, Section C 3(a) and excluding the periods referred to in Article IV, Section C 3(b) above. All other full-time teachers assigned to the elementary level will have duty-free preparation time of at least 210 minutes for a five (5) day rotation or 240 minutes for a six (6) day rotation.

The District shall make reasonable efforts to schedule planning periods in blocks of thirty (30) minutes or more.

A joint committee of the parties shall come together to discuss issues relating to Elementary School planning time as it relates to bargaining unit members assigned to the elementary level, other than elementary classroom, special area, and special education teachers.

In a given school year, there are approximately 30 six (6) day rotation cycles at the elementary level. Elementary grade level teams will meet for collaboration once during each cycle. Annually, up to 15 of these grade-level meetings may be directed by the principal, either through their direct presence at the meetings or through ongoing work in support of principal-initiated tasks. Assuming common planning time of an hour, these principal-directed meetings shall last for up to 45 minutes. The remaining meetings will be directed and facilitated by the grade level team for the purpose of grade-level collaboration to support their ongoing curriculum work and instructional planning. These meetings shall be 30 minutes in duration. All other preparation time will be individual teacher preparation time for planning and other professional activities determined by the teachers themselves with no regularly scheduled meetings during this time. However, it is understood that the past practice of administrators also having access to such time for meetings with the teacher (e.g. post observation conference) or other such intermittent access shall continue.

4.
  - a. Three noon monitors will be provided for the Middle School to assist with lunch room and/or playground duty, and three monitors for the Senior High School to assist with lunchroom duty.
  - b. Each elementary school will be provided with a full-time clerical aide, duties to be assigned by the principal. If time is available, the principal may assign the clerical aide to provide assistance for the teaching staff.
  - c. Clerical aides will be provided for the Middle School and Senior High School teaching staffs, duties to be determined by the Principal.
5. Teachers may be assigned duties such as supervision of homerooms, study hall, corridors, assemblies, loading and unloading of buses, maintaining records of students, and lunchrooms duties. Insofar as possible, the administrator in charge of the building will equalize assignments.

Travelling teachers at the elementary level shall be assigned supervision duties commensurate with a teacher who is assigned to a single building.

6. Additional release time will be provided, when appropriate, for those teachers who demonstrate a specific need. For example, teachers may be provided with release time to consult with other staff members and interns. Such time shall be granted at the discretion of the Building Principal and will not be subject to the grievance procedure.
7.
  - a. If the District has met its mandated 180 days prior to the end of the school year, the elementary student schedule will be reduced to a  $\frac{1}{2}$  day session for each day in excess of 180, up to four (4) days. This is to allow teachers to use up to four (4) afternoons for the purpose of carrying out book inventories, record posting and other related responsibilities.
  - b. If less than four (4)  $\frac{1}{2}$  day sessions are scheduled, the elementary student schedule will be reduced by one hour on each day that is not a  $\frac{1}{2}$  day session, up to four (4) days.
  - c. In the event more than 180 days are mandated, the administration and the Association agree to meet to explore possible alternatives to this procedure.
8. On the last day of school, assuming the minimum student attendance days have been met, and students are not in attendances, teachers may leave upon the completion of their end of year obligations, as specified and verified by the building principal or their designee.

9. At the high school where a special administrative need exists for supervision of an extended students' detention program between the hours of 3:08 and 3:40 p.m., Tuesday through Thursday, the high school administration will post a duty roster composed of the entire high school classroom teaching staff to carry out the aforementioned duty on a rotating basis. In no case will a teacher be required to have such duty more than two times in any school year. Switching of assignments will be permitted, providing the administration is given at least two weeks advance notice.

Compensation will be one of time at the rate of fifty (50) minutes of release time for each 3:08 to 3:40 p.m. block served. The period of release time shall be outside the student day and will be determined by the teacher involved with the approval of the high school administration.

Should this extended detention program be withdrawn, then all assigned staff members will be released from such supervision beyond the regular school day.

10. Teachers agree to attend test scoring sessions during the school calendar, beyond the school day if necessary, scheduled due to State mandate.
11. Any teacher called in by their immediate supervisor who agrees to perform professional duties between the end of one school year and the beginning of the following school year shall be compensated according to the method established for curriculum development work, as described in Article XI. Only duties specifically identified in advance, and authorized by the Assistant Superintendent for Educational Services, shall qualify for compensation.
  - a. Examples of work qualifying under this provision include, but are not limited to, the preparation of IEPs by instructional staff and the hosting of Kindergarten orientations. Participation in hiring committees shall not qualify for compensation under this provision.
  - b. This clause shall not supersede language found elsewhere in this agreement detailing the summer responsibilities of certain members.

## **Section D**

1. a. The District agrees that, in general, class sizes in excess of thirty (30) in grades K-5 are undesirable. The District further agrees that no more than 20% of the total number of sections in grades K-5 will exceed 30, and none will exceed 33.
- b. When mainstreaming students with disabilities, procedures for placement and special assistance for students shall be provided as outlined in Part 200 of the Commissioner's Regulations. Depending upon the severity of the disability, assistance may be provided in the form of resource teacher assistance (LRA), consultant teacher, educational aide or teacher assistant.

When placing a child with disabilities into a classroom situation where there is more than one section, the principal may consider all aspects of all of the classes, i.e., class size, composition and staffing. This is not subject to the grievance procedure.

2. a. In the Senior High School, with an eight (8) period schedule with 7 periods meeting daily no more than six (6) of the periods will be assigned. With a seven (7) period schedule, no more than six (6) periods will be assigned. With a six (6) period schedule, no more than five (5) periods will be assigned. All teachers may be assigned a maximum of five (5) teaching periods (including laboratory assignments). Other assignments may be for study hall, supervision, correction or conference periods and other responsibilities as may be needed.

In the high school, with an eight (8) period schedule with 7 periods meeting daily, each teacher shall have at least 2 preparation periods (or the equivalent) per eight (8) scheduled periods. This preparation time will be individual teacher preparation time for planning and other professional activities determined by the teachers themselves with no regularly scheduled meetings during this time. However, it is understood that the past practice of administrators also having access to such time for meetings with the teacher (e.g. post observation conference) or other such intermittent access shall continue.

b. In the Middle School with a 7 period schedule, no more than six of the periods will be assigned. With an 8 period schedule excluding the lunch period, each teacher will have 1 preparation period each day and will have 2 preparation periods on one designated day per week. All teachers may be assigned a maximum of 5 teaching periods (including laboratory assignments). Other assignments may be for study hall, correction or conference periods and other responsibilities as may be needed. This preparation time will be individual teacher preparation time for planning and other professional activities determined by the teachers themselves with no regularly scheduled meetings during this time. However, it is understood that the past practice of administrators also having access to such time for meetings with the teacher (e.g. post observation conference) or other such intermittent access shall continue.

In the Middle School with a 9 period schedule, no more than five (5) instructional periods will be assigned each day (including laboratory assignments). All teachers will receive one (1) lunch period and one (1) preparation period per day for the entire year. In addition, all teachers will receive a second preparation period per day, for one (1) semester, or the equivalent thereof. Other assignments may be for study hall, correction, or conference periods, and other responsibilities as may be needed. This preparation time will be individual teacher preparation time for planning and other professional activities determined by the teachers themselves, with no regularly scheduled meetings during this time. However, it is understood that the past practice of administrators also having access to such time for meetings with teachers (e.g., post observation conferences) or other such intermittent access shall continue.

A joint committee of the parties shall come together to discuss issues relating to the Elementary School, Shaker Middle School and/or Shaker Senior High School schedules if, prior to the expiration of the successor agreement, it becomes necessary or prudent to modify those schedules. Each committee shall be co-chaired by an administrator and a representative from the NCTA. These committees, once established, shall be responsible for presenting schedule models to Central Office Administration and the District's Board of Education. Committees shall strive to have schedule model recommendations in place by the end of the first semester of a given year in order to

allow for necessary time for the schedule model to be built and implemented. All logistics of the Committees, including frequency of meeting(s), duration of meeting(s), number of committee members, etc., shall be left to mutual agreement between the committee co-chairpersons.

- c. The total student load for senior high and middle school teachers shall not exceed 145 students (defined as full-time students or the equivalent thereof), with the exception of art, physical education, music and exploratory subjects.
- d. A secondary teacher working in both the Middle School and the Senior High School will be subject to the provisions in either Article IV, Section D, 2(a) or the provisions in Article IV, Section D, 2(b). The determination will be made based on the teacher's course assignment distribution. If the majority of the course sections are assigned at the Senior High School, the teacher will be subject to stipulations in *Article IV, Section D, 2(a)*.

3. a. In the Middle School, the following subjects may have the approximate number of students indicated:

- 1. PE - 30
- 2. Home and Careers, Technology Education and Art - 21
- 3. Music - 30
- 4. Language - 30

b. 1. If the "block system" is maintained in the Middle School, the student load shall not exceed 145.

2. Middle School block teachers shall have block and preparation time as referenced in Article IV, Section D, 2(b).

3. Science classes - 30 maximum under a five (5) teaching period assignment.

c. All other subject teachers in a 7 or 8 period day may be assigned a maximum of five teaching periods, shall have preparation time as referenced in Article IV, Section D – 2, paragraph b and a 30-minute lunch. The balance of the day may be assigned for other responsibilities including supervision, remediation and such other professional duties as necessary.

The principal may, if all necessary supervisory assignments are filled, provide some relief from the second duty for teachers who have need for additional preparation, planning or consultation time due to the number of teaching assignments, the need to plan or consult with other teachers, maintain equipment, shop for class supplies, or in other ways plan for instruction. This provision is not subject to the grievance procedure.

d. Supervision duties may include a maximum of 20 minutes of lunch supervision. In the event the teacher is assigned only 4 teaching periods, an additional 20 minutes of lunch supervision may be assigned.

In the event the above schedule is deemed to be ineffective by the administration, any adjustment made shall occur only after consultation with those teachers affected.

4. The Association President will be provided time to implement the details of this agreement. If the President is a teacher at the secondary level, their supervisory duties shall be reduced by one period per day. This relief shall be scheduled at the beginning or end of the day. If the President is a teacher at the elementary level, they shall be relieved of duties during the last 45 minutes of the day. Such relief shall not interrupt direct instruction.

## **Section E - High School Collaboration Model**

1. Annually during the spring and after the school calendar has been approved, school building members of the NCTA designated by the NCTA will meet with the school building administration (“Collaboration Meeting”) to do the following:
  - i. Establish collaboration meeting dates for the following school year;
  - ii. Determine topics for collaboration based on topics generated by the faculty. Teachers may choose to collaborate on an area of interest directly related to teaching and learning, curriculum development for a common course, an area of educational research, or another area mutually agreed to by the teachers and their direct supervisor; and,
  - iii. Determine the membership of the various collaboration teams.
2. Collaboration at the High School shall occur from 2:30 to 3:00 pm unless otherwise agreed by the parties and shall occur on designated Monday afternoons with the understanding that each month one Monday meeting shall replace regularly scheduled Shaker High School meeting (e.g. faculty, hall, or department) and one Monday meeting shall be on the unscheduled Monday afternoon of the month when available.
3. Collaboration teams will commence meeting in September of each year.
4. By the end of October, each team will submit to their immediate supervisor the goal(s) and objective(s) for the team for that school year.
5. Each team will submit a written midyear progress report to their immediate supervisor by the end of January. The report will identify the members of the team, the established goal(s), the activities undertaken by the team towards such goal(s) by that date, and report on next steps to be taken by the team for the remainder of the school year.
6. Each team will submit a final written progress report to their immediate supervisor by the end of the school year. The report will identify the members of the team, the established goal(s), the activities undertaken by the team towards such goal(s), identify means for sharing information with a larger audience in the School District; and report on next steps that could be taken in this area of inquiry for the following school year, if any.
7. Throughout the school year, supervisors will consult informally with teams to see if they are in need of support and/or resources.

## **Section F - Summer School**

If the District operates a Summer School, the following conditions of employment shall apply:

1. The term and class hours shall be as required in the regulations of the Commissioner of Education.
2. Salary per Academic Summer School course at the secondary level

	<b>2022</b>	<b>2023</b>
Step 1	\$1,844	\$1,844
Step 2	\$2,180	\$2,180
Step 3	\$2,350	\$2,350

Teachers in the Remedial/Special Education Summer Schools (pre-K-Grade 4, Grades 5-8) will be paid the equivalent of three (3) academic summer school courses. During the first and last half hours of the day (based on a 4.5 hour day), teachers will attend meetings and conduct other professional duties.

Teachers in the half/full-day K-12 Special Education Summer Schools, who work a full day, will be paid the equivalent of (5) academic summer school courses. During the first and last half hours of the day (based on a 6.5 hour day), teachers will attend meetings and conduct other professional duties.

3. Sick leave - Summer School teachers will be allowed a maximum of two (2) days for sick leave (non- cumulative and distinct from sick leave under Article VIII of this contract, which sick leave may not be applied to the summer session.) Furthermore, sick leave for the summer session may not be applied to Article V, Section D of this contract.
4. Projected Summer School positions shall be posted as soon as possible but no later than May 15th. When additional courses/sections are required by student enrollments, job postings shall be made as soon as such courses/sections are projected.
5. Preference in hiring for Summer School positions shall be given to qualified members of the District's regular teaching staff.

## **Section G - Professional Growth**

1. In order to provide teachers with an opportunity to stay current in their respective fields teachers, except counselors and psychologists, may be required to participate (at no cost to the teacher) in up to nine clock hours of district approved in-service or workshop courses over a three year period. Such courses will be offered during the instructional year without compensation. The courses will be after the school day but not on a weekend or over a vacation unless the teacher chooses. The teacher will be given at least thirty days notice of the in-service or workshop.

If a teacher feels that the assignment by the district is unfair or punitive, s/he may appeal the assignment. The teacher and administrator will present their cases in writing to the Professional Committee. Either may appear in person if s/he so chooses.

If the Professional Committee finds in favor of the teacher, the case will be referred to the Superintendent. The Superintendent will meet with the teacher and administrator before making the final decision. The decision of the Superintendent will not be subject to the grievance procedure during the life of this agreement.

2. Regulations of the Commissioner of Education require that, after July 1, 2016, all districts must provide new teachers professional development opportunities to maintain certificates in good standing based upon successfully completing 100 hours of professional development every five years. However, in North Colonie, it is recognized that all teachers have a professional obligation to participate in professional development in order to remain current with their profession and meet the needs of students. Accordingly, the regulations that are required of new teachers shall serve as general guidelines for all teachers.

The District will provide 140 hours of professional development during the Superintendent's Workshop Days (7 hours per day times 4 days per year = 28 hours per year, times 5 years = 140 hours). It is, therefore, important that teachers participate in all four workshops per year. Listed below are additional approved professional development activities. Others may be mutually agreed upon between the supervisor and the teacher. It is expected that there should be some variation in the activities from year to year.

Accordingly, each teacher will submit, by June 1st, a list of the activities related to the present teaching assignment that s/he participated in to enhance her/his professional development during the school year. It is the intent of this professional obligation that teachers participate in such activities every year.

- Workshops provided by Teacher Centers, through BOCES, and by local districts
- Interschool visitations
- District curricula development
- Original research projects
- Mentoring
- Professional development for mentors and interns
- Graduate course work
- Working with a District consultant
- Publishing original work
- Self-paced tutorial programs
- Grant writing
- Training in the use of educational technology
- Professional development delivered through distance learning programs (interactive AV or web based)

- Cooperative efforts with faculty from higher education
- Applying for and obtaining National Board Certification
- Attendance at, presentation at state and national conferences
- Group/individual research projects or research
- Supervising interns, student teachers, etc.
- Leadership in local, state or national professional organizations
- Study group
- Reading professional journals
- Consultant for S.E.D.
- Preparing for and teaching a college level course or teacher center course
- Participation in teacher orientations
- Preview/field test/pilot new District/S.E.D. programs
- Preparing for and participating in educational consortiums or projects
- Preparing and participating in cross-curricular/cross grade level learning activities
- Other by mutual consent as approved by supervisor

## **ARTICLE V**

### **TEACHER EMPLOYMENT**

#### **Section A**

All newly employed or reinstated teachers may be allowed credit only for previous actual teaching experience which shall be defined as full-time salary teaching or supervision in an accredited public or private school or university for a major portion of the academic year.

#### **Section B**

1. Teachers who have resigned from the North Colonie Central School District having worked at least five (5) months in the school year of their resignation and not returning within the school year of resignation, will upon returning to the system, be placed on that step of the salary schedule next above that at which they left.
2. Previous accumulated unused sick leave days shall be restored to all returning teachers who had previously earned tenure in North Colonie, minus sick-pay compensation received.

## Section C

Tenured teachers whose positions are eliminated under provisions of Education Law §2510 shall be assigned to vacancies in their areas of certification on the basis of seniority in the system.

In the event a tenured teacher's position is eliminated, the deadline for filing a sabbatical application pursuant to Article X of this contract shall be extended to April 1st.

Any tenured teachers for whom no vacancies are available in their areas of certification shall be assigned to such vacancies for which they can qualify within a year, provided the Superintendent is not denied an excuse of default certificate.

In addition, all teachers, including probationary teachers whose positions are eliminated under the provision of Education Law §2510, shall have preference in filling long-term substitute positions for which they are qualified and per diem substitute positions.

## Section D

### 1. Unused Sick Leave Days

Any tenured teacher leaving the District will be eligible to receive compensation for unused sick days. Effective July 1, 2007, days of sick leave, if unused, may be accumulated beyond three hundred fifty (350) days for 10 month employees, three hundred sixty (360) days for 10.5 month employees, and three hundred seventy (370) days for 11 month employees. Days in excess of the above numbers may not be utilized for payment of such compensation. The amount of compensation will be determined using the following formula:

$$\text{Amount of compensation} = \text{number of accumulated unused sick days minus} \\ (8.75 \times \text{years of service or 175, whichever is less}) \times \$60.00$$

Effective June 16, 2003, the Employer and the Association agree to the following:

- a. **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 herein.
- b. 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 increase. 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 proceeding paragraphs exceed the applicable Contribution Limits, the excess amount shall be handled by the Employer as follows:

For all eligible employees, the Employer shall first make an Employer Non-elective Contribution up to the Contribution Limit of the Internal Revenue Code and then pay any excess amount as compensation directly to the Employee. In no instance shall the Employee have any rights to, including the ability to receive, any excess amount as compensation unless and until the Contribution Limit of the Internal Revenue Code are fully met through payment of the Employer's Non-Elective Contribution. In no case shall the Employer Non-elective Contribution exceed the contribution limit of the Internal Revenue Code.

- c. 403(b) Accounts Employer contributions shall be deposited into the 403(b) account selected by the employee to receive Employer contributions, provided such account will accept Employer Non-elective Contributions. If the employee does not designate a 403(b) account to receive Employer's contributions, or if the account designated will not accept Employer's Non-elective Contributions for any reason, then the following procedure shall be followed:

Cash-out amounts under \$500 shall remain with the district for those employees who do not establish a 403(b) account within six months of leaving the district; and amounts over \$500 remain with the district for those teachers who do not establish a 403(b) account within one year of leaving the district.

- d. **Tier I Adjustments** Tier I members with membership dates prior to June 17, 1971, Employer Non-elective Contribution hereunder will be reported as non-regular compensation to the New York State Teachers' Retirement System.
- e. This MOA 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.
- f. This MOA 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 the 403(b) accounts of receipt of Employer Non-elective Contributions.
- g. Both the Employer and Employee are responsible for providing accurate information to the 403(b) Provider. This information includes both Elective and Employer Non-Elective Contributions and the amount of the participant's Includible Compensation.

- h. Employer Non-Elective Contribution Equal to Termination Pay.** The Employer agrees to make an Employer Non-Elective Contribution to the 403(b) account of each covered employee who severs their employment with the Employer and who is eligible to receive the Termination Pay benefit of Article V, Section D, 1 of the Collective Bargaining Agreement. The amount of the Employer Non-Elective Contribution shall equal the accumulated leave days (Termination pay) benefit, which is specified in Article V, Section D, 1 of the Collective Bargaining Agreement. The Employer shall make up to 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.
- i. Retirement Incentive.** The Employer agrees to make an Employer Non-Elective Contribution to the 403(b) account of each covered employee who severs their employment with the Employer and who is eligible to receive the Retirement Notice Incentive of Article V, Section D, paragraph 2 of the Bargaining Agreement. The amount of the Employer Non-Elective Contribution shall be determined in accordance with the calculations set forth in Article V, Section D paragraph 2 of the Collective Bargaining Agreement. The Employer shall make up to 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.

## 2. Retirement Notice Incentive

Effective July 1, 1995, tenured staff who have completed ten years of continuous district service, and notify the district seven months (December 1st) in advance of their effective June date of retirement or fourteen months (December 1st) in advance of their effective date of retirement at the end of January will be granted a retirement notice incentive. Such retiring members must be at least 55 years of age at the date of retirement. Such retirement notice incentive will be payable the month after the person retires. Notice of intent to retire under this provision may be revoked by the staff member for extenuating circumstances as determined by the Superintendent if such notice of intent to revoke is provided at least ninety (90) days prior to the date of retirement.

The incentive shall be calculated as follows:

Number of years credited in the New York State Retirement System x \$342 to a maximum of \$10,000.

These monies must be disbursed in the same manner as Article V, Section D-1.

Any teacher who has utilized all accumulated sick leave and the six-month disability, and is not currently working, may not apply for the Retirement Notice Incentive, except in special circumstances as determined by the Superintendent of Schools. The decision of the Superintendent of Schools shall not be subject to the grievance procedure.

A teacher, even though they may not yet be 55 at the time of retirement, may apply for the retirement notice incentive only with the approval of the Superintendent. Such a request may be for a June retirement only. If approved, the teacher would retire at the end of June, even though they is not 55 and is not eligible to receive Teachers' Retirement benefits. The teacher would, however, be entitled to all North Colonie retiree benefits effective as of the date of the resignation. Such incentive or the denial thereof shall not be subject to the grievance procedure.

Only for 2011-2012, tenured staff who have completed ten years of continuous district service, and notify the district eight months (November 1st) in advance of their effective June date of retirement or fifteen months (November 1st) in advance of their effective date at the end of January will be granted a retirement notice incentive. All other eligibility criteria described in this subsection shall apply.

The incentive shall be calculated as follows:

Number of years credited in the New York State Retirement System x \$684 to a maximum of \$20,000. These monies must be dispersed in the same manner as Article V, Section D-1.

### **3. Extended Service Stipend**

It is the purpose of the Extended Service Stipend to recognize the contributions and continued service of senior teachers. Accordingly, an Extended Service Stipend of \$1,000 will be granted to teachers who qualify in either of the following situations:

1. Teachers who continue to teach beyond age 55, provided they have begun their twentieth year of service to North Colonie as members of the bargaining unit under this agreement, for that year and every year that they teach thereafter. (To qualify for the stipend, the teacher must be 55 on or before September 1st.)

or

2. Teachers at step thirty provided they have begun their twentieth year of service to North Colonie as members of the bargaining unit, under this agreement for that year and every year that they teach thereafter.

## **ARTICLE VI**

### **NEWLY EMPLOYED PERSONNEL, TRANSFERS AND ADMINISTRATIVE POSITIONS**

#### **Section A**

Notice of assignments for all newly employed personnel, including their tentative positions (including the school or schools to which assigned, the grade and/or subjects to be taught, the number of classes and any special or unusual classes for the next year) shall be given by May 30 or within thirty (30) days of the signing of the agreement, or within thirty (30) days after appointment, whichever day is later. If no additional notification is received by August 1, the tentative statement will become firm. However, the administration reserves the right to make adjustments in schedules. Assignments shall be within the type of service for which the teacher has been appointed by the Board.

## **Section B**

1. Teachers who desire a change in grade and/or subject assignment or who desire to transfer to another building may inquire at any time to ascertain the possibility of such a vacancy in the following year and may file a written statement of such desire with the Superintendent. Such statement shall include the grade and/or subject to which the teacher desires to be assigned and the school or schools to which the teacher desires to be transferred, in order of preference. Whenever the Superintendent knows of such a vacancy, the teachers who have filed an application for such position will be notified as promptly as possible. No such transfer shall be requested after June 30 for the ensuing year.
2. As soon as possible, each applicant shall be notified of the appointee to such position.

## **Section C**

In the determination of requests for voluntary reassignment and/or transfer, the wishes of the individual teacher will be honored to the extent that they do not conflict with the instructional requirements and the best interests of the school system.

## **Section D**

Tenure areas shall be as follows:

Elementary	K-6
English	7-12
Math	7-12
Science	7-12
Social Studies	7-12
Foreign Languages	6-12
Special subject areas	K-12

A tenure teacher transferring from one area to another shall be required to serve a three (3) year probationary period in order to attain tenure at the new level.

## **Section E**

1. The parties agree that involuntary transfers or reassignments will be made only when necessary and in the best interest of the school system. At least thirty (30) calendar days' notice of an involuntary transfer or reassignment shall be given to teachers.
2. An involuntary transfer or reassignment shall be made only after a meeting between the teacher involved and the administrator in charge, at which time the teacher will be notified of the reasons therefor. In the event the teacher objects to the transfer or reassignment at this meeting, the teacher may request a meeting with the Superintendent.
3. Teacher preference and inverse seniority shall be a factor in determining involuntary transfers. Teachers being involuntarily transferred shall be notified of the positions available in their areas of tenure and/or certification. Such teachers may request the positions, in order of preference, to which they desire to be transferred. Their preference will be one of the factors considered in making the transfer.

## **Section F - Administrative Positions**

1. All vacancies in administrative positions, as defined in paragraph 5 of this section shall be posted in every school clearly setting forth a description of and the qualifications for the position, including the duties and salary.
2. When school is in session, such notice shall be posted as far in advance as practicable, ordinarily at least fourteen (14) school days before the final date when applications must be submitted and in no event less than ten (10) school days before such date.
3. Teachers who desire to apply for such administrative vacancies shall submit their application in writing to the Human Resources Department within the time limit specified in the notice.
4. Teachers who desire to apply for a position (administrative or other) which may be filled during the summer vacation period shall submit their applications for said position to the Human Resources Department, and an address where they can be reached during the summer vacation period.
5. Administrative positions are defined as follows:

Administrative positions are positions not within the bargaining unit, and appointments thereto are not subject to the grievance procedure provided the provisions of Section F have been met.

Positions entitled to extra compensation, such as coaching positions and those extracurricular positions referred to in Article XXII, Section E, will not be considered "administrative" positions. Positions for which some other process for the selection is provided elsewhere in the Agreement, such as curriculum positions, shall not be considered administrative and will not be affected by the provisions of this article.

6. Special consideration will be given to properly qualified and certified candidates from within the District.
7. If an applicant who is not selected for such a position requests the reasons from the Superintendent, such reasons shall be given orally.

## **Section G**

The President of the North Colonie Teachers' Association shall be notified of all newly created or reestablished positions.

## **Section H**

The Superintendent shall notify the President of the North Colonie Teachers' Association of vacancies within the District as they become known. A job description concerning such vacancies shall be given to applicants upon their request.

## ARTICLE VII

### EVALUATION AND TENURE

#### Section A - Tenure

1. Teachers who have been transferred to a different tenure area shall not lose their tenure in the original area.
2. A four year probationary teacher shall be informed of action taken regarding tenure by the Board of Education not less than one hundred fifty (150) calendar days prior to the end of the probationary period.
3. Any teacher with a probationary period of fewer than four (4) years shall be informed of action taken by the Board of Education regarding tenure not fewer than sixty (60) days prior to the end of the probationary period.

#### Section B - Evaluation

Evaluation shall be a continual process throughout the school year and shall be a means of helping staff members to do the best possible job in enabling pupils of this District to realize their potential.

1. Any instrument used for evaluation shall be considered as a constructive, evaluative tool.
2. The evaluation instrument is made part of this agreement as Exhibit 2. This evaluation instrument was implemented during the 2003-04 school year. The negotiation teams for both the NCTA and the District met in the fall of 2004 to review the document and made any mutually agreed upon changes. All other evaluation instruments utilized Exhibit 2 as the model, and these instruments were developed by both teachers and administrators for use beginning with the 2004-05 school year. The instruments were approved by the NCTA and the District and are made a part of this agreement by reference thereto.
3. Each person being evaluated shall see the completed evaluation before it is permanently filed with the Building Principal and Human Resources Department . There shall be space for the teacher's signature and any comments that the teacher may wish to make thereon.
4. Formal evaluation shall take place during each of the probationary years in the District and thereafter at least every third year. By mutual agreement which shall not be subject to review and which shall be entered into no later than April 1 in any year between the evaluator and the teacher, a narrative form of evaluation may be substituted for the evaluation instrument on file.
5. Evaluation shall be conducted by the principal, hall principal, district director, department supervisor or other supervisory personnel not included in this bargaining unit. Teachers, however, will provide input.

6. Regulations of the Commissioner of Education require that a Teacher Improvement Plan (T.I.P.) be developed for any teacher whose overall performance is evaluated as unsatisfactory. The T.I.P. is designed to help improve the performance of teachers who are having serious difficulties in performance of their professional responsibilities, not for teachers whose need for improvement can be addressed by more conventional means. Minor problems should be addressed by existing administrative support and/or staff development, in-services, etc.

An administrator begins the T.I.P. process by meeting with the Assistant Superintendent for Educational Services or designee to substantiate the need for a T.I.P. If the Assistant Superintendent agrees that a T.I.P. is necessary, they will meet with the teacher, the administrator, and the President of the N.C.T.A. to inform the teacher. If the teacher accepts the development of a T.I.P., the Assistant Superintendent and/or their representative, the N.C.T.A. President and/or their representative, the administrator and the teacher will meet regularly to create and monitor the T.I.P.

If the teacher does not accept the development of a T.I.P., they may appeal to the Superintendent of Schools, who will make the final decision. The teacher also maintains all rights pursuant to Article 1 of this agreement.

7. The parties acknowledge that they have a duty to negotiate in good faith certain aspects of Education Law Section 3012-d and its implementing regulations. The parties have negotiated an APPR plan applicable to those members of the bargaining unit covered by Education Law Section 3012-d ("APPR plan"). The APPR plan is incorporated herein and shall govern the evaluation of bargaining unit members subject to the APPR plan. To whatever extent portions of the APPR plan are inconsistent with the provisions of the collective bargaining agreement, except as specifically provided below, the provisions of the APPR plan shall govern. Any members of the bargaining unit not covered by the APPR plan shall continue to be evaluated in accordance with the provisions of Article VII.

The parties agree and understand that the APPR plan is a living document that may be renegotiated on an annual or more frequent basis, by mutual agreement of the parties, and such negotiation is not required to be deferred to general negotiations for a successor collective bargaining agreement. For any such negotiation or amendment to the APPR plan, the Superintendent of Schools and Association President shall form a committee comprised of members designated by each party ("APPR Committee"). Members of the Association serving on the committee shall do so with no additional compensation. The APPR Committee shall, as part of its review and negotiation, review and amend any portions of the APPR plan as may be agreed to or as may be required by law. The work of the APPR Committee that results in any changes to the APPR plan shall be subject to approval by the Superintendent of Schools and Board of Education and by the Association as may be required by its by-laws. Because of the living, breathing nature of the APPR document, a copy of the annual plan that is in effect can be obtained from the NCTA President or the Assistant Superintendent for Educational Services for the district.

Violations of the APPR plan are not subject to the grievance procedure set forth in this collective bargaining agreement, however the parties have agreed to the following exceptions to this rule:

1. A probationary teacher may grieve an APPR evaluation on the issue of process violations only and may not grieve the substance of an APPR evaluation;
2. A tenured teacher may grieve a process violation of the APPR plan that represents a gross or flagrant violation of the process elements of the APPR plan and may not grieve the substance of an APPR evaluation;
3. In each of the above circumstances, the time periods for filing a grievance set forth in Article I apply;
4. A teacher may not appeal an APPR evaluation pursuant to the APPR plan and grieve it through the grievance procedure on the same issue(s). Once selected, the choice of forum continues for the teacher;
5. A teacher who fails to satisfy any process deadline or requirement in the APPR plan applicable to teachers forfeits the ability to grieve a process issue through the grievance procedure;
6. In the event of a grievance related to an APPR plan proceeding to arbitration, the parties agree that the arbitrator has no authority to alter a composite score issued as part of an APPR evaluation and is limited to an award of prospective relief.

### **Section C - Official Personnel Record**

1. There shall be only one permanent personnel record folder which shall be known as the Official Personnel Record.
2. Teachers shall have the right, upon request, to review the complete contents of the Official Personnel Record, with the exception of confidential material received prior to employment or copies of letters of recommendation, and to make any written comments that they so desire concerning the contents therein. The purpose of such a review shall be to clarify any statements that might be misleading or ambiguous concerning that teacher's employment in the District. Such comments shall be incorporated as part of the Official Personnel Record.
3. On the consent of the Superintendent, teachers shall have the right to withdraw any and all comments they have previously submitted in response to contents of their Official Personnel Record.

## ARTICLE VIII

### SICK AND PERSONAL LEAVE

#### Section A

Ten month members of the bargaining unit shall be entitled to fourteen (14) days of absence due to personal physical and/or mental disability without the loss of pay. Such days shall be credited in full as of the first teaching day of the school year in September. Members on an eleven or twelve month year shall be credited with an additional 1.4 days or 2.8 days of sick leave, respectively. Ten (10) days per year of such sick leave may be used for illness in the immediate family.

Accumulated sick days in a given year shall be calculated on a pro-rated basis should a bargaining unit member separate from employment prior to June 30 in his or her final year of employment with the District. So, for example, if a ten month bargaining unit member separates from his or her employment on December 31 and has by that time used all of the paid sick days credited to him or her in September of that school year, the bargaining unit member would owe to the District the monetary value of seven (7) sick days. The monetary value of such days shall be applied to offset any other payments that may be due and owing to the employee upon their separation from employment with the District.

Sick leave and personal leave for part-time staff first appointed to a position to start after June 30, 1995 will be pro-rated based on the employee's full-time equivalent (FTE) assignment. (For example: A 1/2 time assignment will generate 1/2 the benefit of a full-time assignment. That is, a 1/2 time assignment will generate 7 full days of sick leave. When absent, a 1/2 time teacher (who works 1/2 of each day) will have 1/2 of a full day deducted from their sick leave accumulation.)

1. Effective July 1, 2007, days of sick leave, if unused, may be accumulated beyond three hundred fifty (350) days for 10 month employees, three hundred sixty (360) days for 10.5 month employees, and three hundred seventy (370) days for 11 month employees. Days in excess of the above numbers may not be utilized for payment of unused sick days under ARTICLE V, Section D-1. Teachers shall be informed in writing once a year of their number of accumulated sick leave days. (Accumulation through the end of April, received by the third week in May following.)
2. Effective July 1, 1986, members of the bargaining unit shall be allowed two (2) days per year for personal leave. On September 1<sup>st</sup>, after completion of three (3) or more years, teachers shall be granted a total of three (3) days. Forty-eight (48) hours advance notice must be given to the principal / supervisor with the use of these days, except in the case of an emergency. All unused personal days shall be credited to accumulated sick leave to the extent permitted under subparagraph (1) hereof. Personal leave shall be defined as absence required to conduct personal business or family-related matters not possible during non-working hours. Personal leave shall not be used for purposes such as recreational travel, shopping, or sporting activities.

Business of or related to the North Colonie Teachers' Association shall not be considered "personal business," except as provided in Article III hereof.

Notice of such leave should be given to the principal or other agency to be called in case of absence; otherwise, a day's pay will be deducted. The day immediately preceding or following a holiday or vacation may not be used for personal leave, except for circumstances

considered by the Professional Committee of the Association and the Superintendent to be extenuating.

The procedure for applying for personal leave for a day immediately preceding and/or following a holiday or vacation is as follows:

- a. The applicant will apply to the Professional Committee for said leave as far in advance as possible, with a copy of said application to the building principal. The Committee will consider the application and make its recommendation on approval to the Superintendent who will consider the recommendation and make the final decision.
- b. In cases where advance application cannot be made, then the application shall be made retroactively following the procedure in "a" above.

## **Section B**

Staff members will be entitled to the following absences with pay each year, with such days not to be deducted from sick or personal leave:

1. Not exceeding three (3) days for religious holidays requiring absence during school hours. In the event any such days are included in the regular school calendar as a holiday, the number hereby granted shall be correspondingly reduced.
2. Time necessary for North Colonie Teachers' Association elected voting representatives to attend New York State United Teachers and/or American Federation of Teachers conferences and conventions; also included here shall be delegates to the New York State Teachers' Retirement System.
3. Time necessary for members of this unit to attend conferences, conventions, workshops or class visitation not to exceed three (3) days is to be granted under the following policy:

Provisions for conferences, conventions, workshops and meetings approved by the Superintendent of Schools:

- a. Application made through department supervisor or principal, as appropriate and forwarded to Superintendent at least ten (10) days in advance of conference.
- b. Absence from classes, generally, not to exceed three (3) school days.
- c. No charge to personal leave.

Such absence may be approved providing the following conditions are met:

- a. Conference, convention or workshop must be concerned with the staff member's teaching area.
- b. Participation is deemed by the Superintendent to be of value to the district generally.
- c. Such absence does not create an undue staffing problem in the department or school in question.

- d. Funds being available, expenses will be paid as per procedures for the 1971-72 school year. The immediate curriculum supervisor will notify department members in the middle school, senior high and elementary special areas of monies available for conferences, conventions or workshops. Through the office of the Assistant Superintendent, elementary teachers will continue to be notified of conferences, conventions or workshops and the funds available for such. Members of the library audio visual and pupil personnel services departments will be notified by their district director.
- 4. Time necessary for appearances in any legal proceedings connected with the teacher's employment or with the school system, or for the performance of jury duty, or because of a subpoena in a legal matter in which the teacher is not personally involved. A staff member taking such leave shall reimburse the school district in the amount of any fees received as a juror or witness.
- 5. Not exceeding five (5) days at any occasion, in the event of the death of a member's spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, sibling, brother-in-law, sister-in-law, grandfather, grandmother, grandparent-in-law, grandchildren, step-parent, step-child and step-sibling, or any individual with whom the member is residing at the time of death.

In the event of a death of someone not appearing on the above list, the teacher taking time from personal and/or sick leave to endure the death, shall be afforded the option of retroactively applying to the district for the reinstatement of leave time so used not to exceed five (5) days.

Such application shall be made to the Professional Committee, which will consider the application and submit its recommendation on approval to the Superintendent. The Superintendent, after considering the recommendation, shall make the final decision.

### **Section C - Bereavement Leave for a Student or Colleague**

In the event of the death of a current district student or district colleague, an individual may charge to personal time one-half bereavement day (.5) or a full day (1.0) to grieve the loss. Should the individual over the course of the school year exceed their allotted personal time, the teacher shall be afforded the option of applying to the district for the reinstatement of personal time. Such application will be made to the Professional Committee, which will consider the application and submit its recommendation on approval to the Superintendent. The Superintendent, after considering the recommendation, shall make the final decision.

### **Section D - Long Term Disability Leave**

- 1. Any employee covered under the terms of this agreement who has taught in the district at least three (3) years, such employee being totally disabled unable to work and having exhausted all accumulated sick leave, will be paid full salary and benefits for up to six (6) months, according to what would be the normal pay periods. Such person, returning to work, shall have the time used restored at the rate of two (2) months per year. This is intended for the long-term rather than the short-term disability.

Part-time employees shall become eligible for and be paid regular salary for that fraction of the six (6) month period which corresponds to their full time equivalency (FTE). For example, a half-time employee having been employed in the District for six (6) years would receive their regular salary for three (3) months.

Definition:

Whenever the phrase "long-term disability and/or short-term disability" is used, it is intended to be applied to mean that a "long-term disability" would include such things as a heart attack or major surgery where early return to work would be ill advised, and "short-term disability" would mean an absence after all accumulated sick leave had been used up for such things as the flu, a virus infection, gout, etc.

2. Any teacher having taught in the district at least three (3) years, whose personal illness extends beyond the period of accumulated sick leave (plus the six-month disability period specified in Section D-1 of this Article), will be granted a leave of absence without pay for such time as it is necessary for complete recovery from such illness up to a maximum of two (2) years.
3. All benefits to which any teacher having taught at least three (3) years was entitled at the time the aforementioned leave of absence commenced, including, accumulated sick leave, if any, will be restored upon return to work, and assignment will be made to the same position held at the time said leave commenced, if available, or if not, to a substantially equal position. A teacher who returns from such leave will be placed on at least the same step of the salary schedule as when the leave commenced, except that step increase will only be given to teachers who have been in attendance a minimum of ninety (90) school days in the year in which leave commenced. Sick and personal days earned that year prior to beginning the extended leave will be credited toward the 90-day requirement.

#### **Section E - Serious Family Illness**

In the event of serious illness in the immediate family (spouse, child or parent), a teacher may apply for extended family illness leave, not to exceed five (5) days. Such leave shall be at the discretion of the Superintendent and will be deducted from the teacher's accumulated sick leave.

Additional five (5) day periods may be applied for only in the case of serious illness of spouse or child.

"Serious illness" is intended to mean such occurrences as cancer, organ transplant, stroke, heart attack or other life threatening conditions and not such conditions as flu, viral infection, bronchitis, etc.

This leave is not subject to those referenced in Article VIII, Section A. Such leave or the denial thereof shall not be subject to the grievance procedures.

## ARTICLE IX

### EXTENDED LEAVES OF ABSENCE

#### Section A - Leaves for Study or National Service

1. A leave of absence without pay for one (1) or two (2) years may be granted to any teacher who has taught three (3) or more years in the district who joins the Peace Corps, VISTA, National Teacher Corps or for study purpose. Participation in such programs must be full time. A leave of absence for one (1) year as an exchange teacher may be arranged through normal channels and with standard fiscal arrangements, provided the Board is satisfied of the quality of the teacher being received in the district. Notice should be given of intention of taking any of these leaves by February 1 of the year preceding the leave. Upon return from such leave, a teacher will be considered as though actually employed by the Board during the leave and will be placed on the salary schedule at the level which would have been achieved if the teacher had not been absent.

#### Section B - Military Leave

Military leave will be granted to any teacher as provided by the law. Upon return from such leave, a teacher will be placed on the salary schedule at the level which would have been achieved had the teacher remained actively employed in the system during the period of the absence up to a maximum of four (4) years. (This would include being called to active duty as a member of the National Guard of the United States, Air and Army, and as a member of any branch of the Reserve Forces of the United States, Army, Navy, Air Force, Marine or Coast Guard.)

#### Section C - Maternity/Paternity Leave

Maternity or paternity leave will be granted upon request for reasons of care of a child from birth, from the end of the disability period or from the date of the adoption of a pre-school child, hard-to-place or handicapped child, in accordance with, and as limited by, New York Labor Law Section 201c.

Conditions of such leave are:

1. Part-time, temporary or first year teachers shall be permitted leave hereunder only for the balance of the school year during which such leave started.
2. Leave shall be without pay. The unpaid leave shall begin when paid sick leave ends.
3. A member on leave or going on leave under this section must return no later than two (2) years following the date of birth or adoption. Requests for maternity or paternity leave must be filed with the District, unless unforeseen circumstances exist, at least sixty (60) days prior to the date of delivery or adoption, or by June 1 for a delivery or adoption in August or September. Return from a FMLA designated leave can commence immediately after medical clearance from a physician is obtained, or up through the end of the FMLA approved leave period. Return from an extended leave (greater than the max. 12-week FMLA period) must commence at the start of a marking period for secondary teachers or the start of a trimester for elementary teachers, unless approved in advance by the Superintendent of Schools.

4. Nothing herein shall be construed to prohibit re-employment of any teacher whose leave under this Section has expired without a return to work.
5. A teacher going on maternity or paternity leave will have the option to retain all life/medical/dental/optical coverage as provided by the current insurance policies, provided that the teacher pays the full premium, pro-rated by payroll dates in advance, or pays the full premium during the course of their leave. Life and optical premiums cannot be paid through payroll deduction.
6. When the teacher returns to a teaching position, that teacher will be credited with all the benefits earned prior to the leave and also any new benefits to which entitled.
7. Salary upon return after leave will be at the next step directly above the last year or portion of year in attendance before the leave. Step increase will only be given to teachers who have been in attendance a minimum of ninety (90) school days in the preceding year. Sick and personal days earned that year prior to beginning the extended leave will be credited toward the 90-day requirement.
8. A teacher who returns to work from a maternity/paternity leave and during the first year of their return requests another such leave, may only take an additional unpaid leave of twelve (12) weeks or to the end of that school year, whichever is less.

#### **Section D - Board Approved Leave of Absence**

A leave of absence, on terms and conditions established by the Board on the recommendation of the Superintendent, may be granted to any tenure teacher at the discretion of the Board.

A teacher going on an extended leave of absence will have the option to retain all life/medical/dental/ optical coverage as provided by the current insurance policies, provided that the teacher pays the full premium, pro-rated by payroll dates in advance, or pays the full premium during the course of their leave.

#### **Section E - Documentation of Medical Leave**

Any teacher who is on paid sick leave for ten (10) consecutive school days must, on request, submit documentation from a physician that the teacher is under a physician's care and unable to work.

In case of disability extending beyond four (4) consecutive weeks under Article VIII, Section D, or Article IX, Section C, for which the teacher is receiving remuneration, the Board of Education may require the teacher to submit to a physical and/or mental examination.

Said physical and/or mental examination shall be at the expense of the District and by a physician designated by the Board of Education.

The purpose of said physical and/or mental examination shall be to determine whether the teacher involved is physically and/or mentally able to return to work.

The teacher's consent shall be required for a subsequent examination within six (6) months.

## ARTICLE X

### SABBATICAL LEAVE

#### Section A

Any certified employee covered by this agreement, who has achieved tenure in the District and who has completed seven (7) consecutive years of active service in the District, shall be eligible for sabbatical leave. Application for sabbatical leave will be made through the Professional Committee and forwarded to the Superintendent with recommendations. Any approved leave shall not interrupt continuity of service. After a sabbatical leave has been taken, the teacher shall serve another seven (7) consecutive years before becoming eligible for another such leave.

Such leave shall be for the purpose of study approved by the Superintendent which, in the opinion of the Board of Education, will enhance the employee's effectiveness upon return or, in the case of any currently employed tenured teachers, regardless of length of service, whose positions have been terminated under Education Law 2510, will enable them to be admitted to a full-time college program leading to qualification within one year in another area of certification, providing there is an available position in such new area. The duration of the leave period shall be with one (1) year or one-half (1/2) year. The employee will be expected to return to active service in the district for a period of at least two (2) years following a sabbatical, and will, before being formally granted such leave, execute such documents as will, in the opinion of the Board, ensure either a return or financial restitution.

#### Section B

Remuneration shall be at the rate of 60% pay for one (1) year or full pay for one-half (1/2) year, and shall be computed using the employee's actual salary during the year of leave as a base.

The teacher granted a sabbatical leave shall report any monetary award received over and above actual expenses incurred by reason of the sabbatical itself, such as a fellowship, scholarship, assistantship, grant, honorarium or other such award. In the event of such award, the district's payment of sabbatical salary shall be adjusted so that under no circumstances will the combination of sabbatical salary and other award exceed 100% of the teacher's regular gross salary in the district.

#### Section C

The employee granted such leave shall be considered an employee of the district and shall be eligible for all rights and benefits of the district professional employees. Among such rights and benefits shall be included the following:

1. The opportunity to return to the same position held before taking leave.
2. Credit for a year's employment by the District by remaining on step during and after the time of leave.
3. The right to receive remuneration by the method in effect throughout the district and to have all specified deductions continued during the leave period.

4. A guarantee of all insurance and other benefits provided by the Board of Education, and the continuing opportunity to participate in all voluntary programs in effect in the district open to regular professional personnel.

#### **Section D**

One of the bases for selection of employees who are granted sabbatical leave shall be seniority, except that for those employees previously granted a sabbatical leave, new seniority shall start at the termination of such leave. From the qualified applicants, up to two (2) of those eligible may be granted sabbatical leave in any one year. Only one (1) full year or two (2) one-half year sabbaticals may be granted in any one (1) year.

Consideration will be given to teachers whose positions have been eliminated under Education Law, Section 2510, under the conditions set forth in Section A hereof. The deadline for filing applications to the Superintendent for sabbatical leave shall be February 1 of the year prior to the school year during which the sabbatical leave would be taken.

#### **Section E**

The sabbatical award will become final only when the proposed program of studies is confirmed by the teacher and the enrolling institution. Such confirmation is to be made by June 1st for leaves commencing September 1st and by November 1st, if possible, but no later than December 1st, for leaves commencing February 1st.

### **ARTICLE XI**

#### **CURRICULUM**

##### **Section A - Organization and Content**

The vertical organization in each curriculum area shall take into account the logical structure of the subject, the difficulty of the material as related to the pupil's intellectual maturity and the relation of the field to other fields. Content shall be organized in such way that pupils may progress towards increasingly mature utilization and organization of their knowledge. Elementary and secondary curriculum shall be closely coordinated so as to avoid unnecessary duplication and to insure adequate coverage of the subject matter, skills, attitudes, values and appreciations.

## Section B - Development

1. All available resources should be utilized in the continuing program of curriculum study and revision. Each curriculum area shall be reviewed and evaluated periodically for its logical progression through the grades and for its practical relationship to real life situations and the future of our society. These reviews shall be based on studies of social and economic trends, and shall utilize the knowledge and skills of all levels of the professional staff, as expressed through the North Colonie Teachers' Association Professional Committee. Whenever possible, assistance will be asked of college and university personnel, and of informed citizens. The results and recommendations of various national curriculum projects shall be studied with a view to applying promising findings. Experimentation with a variety of methods of organizing the curriculum shall be encouraged.
2. The strategy for curriculum and instructional change shall follow closely the careful development of educational objectives. All supervisory personnel shall have the responsibility of developing with their staff concrete plans for carrying out curriculum and instructional changes so they are understandable and can readily become part of the educational program in the classroom.
3. In regard to the participation of teachers in programs for curriculum study and revision, it is recognized that time must be made available for this work which does not detract from the effectiveness of the individual teacher who participates in such projects. Curriculum study may take place on a Saturday or a school vacation day during the school year, and during the summer. A summer program may be established and continued in which teachers will be "called back" during the summer at 1/200 of BA step 1 or MA step 1 for the purpose of participating in programs concerned with curriculum study and revision. Remuneration shall be received no later than the next available pay date after the completion of the work provided supervisory approval is received by the payroll office in time. This provision will take effect July 1, 1993. A minimum of two curriculum areas shall be studied during the 1992-93, 1993-94 and 1994-95 school years. Minimum curriculum shall be defined as that curriculum in effect during the 1969-70 school year. Curriculum study undertaken during the school year shall be done on school time; if mutually agreeable. Such study may be done after school. At both the elementary and secondary levels, criteria for selection should be:
  - a. Interest
  - b. Familiarity with educational objectives and trends of the District and/or school and department.

Teachers who participate in such programs shall be chosen in this manner:

## **Section C - Method of Selection**

The Assistant Superintendent shall give written notice to all teachers as to the positions that will be available and at the same time provide applications for these positions. This notification will take place on or before April 15 of the year in question. Interested teachers will then submit their application to a North Colonie Teachers' Association Professional Committee representative. The Professional Committee shall nominate up to three teachers for each position in a proposed curriculum development program. The members of the Professional Committee shall work closely in this selection process with the respective building principals, directors, department supervisors and coordinators. The names of the teachers determined by the Professional Committee will be submitted to the Assistant Superintendent, who shall be responsible for selecting, from the names submitted, the teachers who will participate in the curriculum development program. In the event that the teacher chosen for a particular position is later unable to participate, the Assistant Superintendent shall choose another person from the list submitted by the Professional Committee.

## **Section D - Reporting**

Written reports shall be required of all committees involved in curriculum projects, and such reports shall be submitted to the Assistant Superintendent, the Superintendent and the Board of Education. The conclusions and recommendations of such committees shall then be made known to the professional personnel affected by the work of the committee, as determined by the Assistant Superintendent.

# **ARTICLE XII**

## **SUBSTITUTES**

### **Section A**

Teachers shall not be responsible for obtaining their own substitutes. This shall be the responsibility of the administration of each school. Maximum efforts will be made to obtain substitutes for all teachers, including the special areas of music, art and physical education.

### **Section B**

Substitute policies will be developed by the administration which will cause the least amount of disruption in the instructional process, and the least amount of inconvenience to teachers.

### **Section C**

1. If available, certified teacher substitutes will be obtained for all teacher absences exceeding three (3) days.
2. For absences of three (3) days or less, the administration will provide substitute instruction.

3. In no case other than that of an “emergency” may a teacher be required to teach or supervise another teacher’s class. However, at the secondary level, periodically a need arises for coverage of classes due to a teacher’s short-term absence for which hiring a substitute teacher is not possible or practical. In such situations all substitute teachers’ schedules, including permanent substitutes’ schedules, should be checked to see if class coverage can be assigned to them. In the event there is no available time in any substitute teacher’s schedule to provide the coverage, a teacher may be required to provide the coverage in lieu of another assigned supervisory responsibility. Similarly, substitute teachers’ schedules will be checked regularly to see if additional release time could be provided for teachers, if possible.
4. All high school and middle school and elementary special teachers will at all times have prepared special substitute plans, relatively easy to follow, providing worthwhile experience for pupils and filed with the principal or hall principal. Substitute lesson plan shall include materials for at least three (3) days.

#### **Section D**

Telephone numbers and a specified time shall be provided so that the administration in each school will have notice of teacher absences and so that a qualified substitute can be in attendance at the start of the school day. In all schools, the designated supervisor and the substitute service shall be telephoned by the teacher involved. No more than two phone calls will be required.

Except in emergency situations, teachers will be expected to call at least one and one-half (1½) hours prior to the beginning of the school day for teachers. In cases where a determination is made by the Principal that emergency circumstances did not exist, a review of the matter will be made by the Professional Committee, which will forward its recommendations regarding the matter to the Superintendent for determination.

## **ARTICLE XIII**

### **PROTECTION OF TEACHERS**

#### **Section A**

1. Teachers will immediately report all cases of assault suffered by them in connection with their employment to their principal, in writing.
2. This report will be forwarded to the Assistant Superintendent for Business, who will comply with any requests from the teacher for information relating to the incident or persons involved.

## **Section B**

1. The school district agrees to hold teachers "harmless" from any financial loss, including attorney's fees, arising out of any claim, demand, suit, criminal prosecution or judgment by reason of any act or omission to act by such teacher within or without the school buildings, provided such teacher, at the time the act or omission complained of, was acting in the discharge of duties within the scope of employment or under the direction of the school district.
2. This shall include financial loss resulting to a teacher from taking students on trips authorized by the administration or the school district, provided the teacher was acting in the discharge of duties within the scope of employment. In view of the fact that the school district cannot legally reimburse a teacher for any additional premium on automobile insurance which may result from an accident occurring on such a trip, no teacher may be required to use a personal automobile for such a trip.
3. Members or their agent shall notify the Assistant Superintendent for Business, through the building principal, of any accident or claim against them which might be covered by this section within ten (10) days after the accident occurs or the teacher knows of the claim. In addition, a teacher shall not be entitled to the protection of this article unless within five (5) days of the time the teacher is served with any summons, compliant, process, notice, demand or pleading, the original or a copy thereof is delivered to the Assistant Superintendent for Business of the district.

## **Section C**

A teacher shall notify the building principal, in writing, of any incident in which it has been found necessary to use physical force on a pupil. Such notification shall take place on the day on which such incident occurs. In cases where the teacher does not interpret the action as physical force, such notification shall be given when requested.

## **Section D - Damage to Personal Property**

The school district will indemnify employees for damage, caused without negligence on the part of the teacher, to personal property necessary to be used in the discharge of duties, while the employee is acting within the scope of employment at North Colonie Schools. Such an indemnification is subject to a five (\$5.00) dollar deductible and shall be determined by the Assistant Superintendent for Business on the basis of satisfactory explanation and proper depreciation of the article in question. A claim of damage to an employee's automobile must be shown, by a preponderance of the evidence, to have occurred on district property before reimbursement will be considered. Theft or other disappearance of personal property is not covered by this section.

## **ARTICLE XIV**

### **PERSONAL INJURY BENEFITS**

Whenever a teacher is absent from employment and unable to perform assigned or expected duties as a result of a disability caused by an assault, accident or occupational disease arising both out of and in the course of employment and is entitled to Workers' Compensation payments for such absence, the teacher will be paid full scheduled salary during such absence, pursuant to the following paragraph:

Sick days accumulated by the teacher before the absence will be evenly divided into two (2) groups. From the first group, one-half (1/2) day will be deducted for each full day of absence. Upon the depletion of this first group of days, the teacher will continue to be paid full scheduled salary for an additional period of six (6) months. After this six (6) month period, a teacher who is unable to return to work will only receive Workers' Compensation payments if entitled thereto.

The second group of accumulated sick days (one-half of the original amount accumulated before the period of absence) will be available to the teacher upon their return to work.

In the event that a teacher is awarded a schedule loss of use award by the Workers' Compensation Board, the District may request full wage reimbursement for the amount of wages paid during the period of absence attributable to the compensable disability. Upon receipt of reimbursement, the District shall restore all charged sick days up to the amount of reimbursement. If the award exceeds the amount of full wage reimbursement, the remainder shall belong to the teacher. If the award is less than the amount of full wages paid during the period of the disability, the restoration of charged sick days will be restricted to the amount of the reimbursement award.

The District will restore withholding tax via the normal payroll process.

## **ARTICLE XV**

### **RESPONSIBILITIES OF THE ASSOCIATION AND ITS MEMBERS**

The Association will be concerned with the ethical conduct of its members, using as standards the Code of Ethics of the Education Profession, adopted by the New York State Teachers' Association in November, 1968.

1. The Association will endeavor to develop and maintain in its membership a concern for the professional image of teachers as demonstrated through their life in the school and in the community.
2. The Association will hold before its membership the concept that teachers influence the students in the community and the nation by the examples they set as well as by the intellectual processes of rational thought, critical examination, self-discipline and the acquisition of skills which are a part of the interaction of a teacher and students in the classroom.

Therefore, the Association shall encourage teachers to become models of mature citizens, functioning in a free society. It shall strive to promote in its members a spirit of concern for the school, the community and the society in general. It will strive to encourage in its members a sense of responsibility which will manifest itself in such a way as to illustrate, by example, that an educated citizen is a concerned and involved citizen.

It is recognized that teachers have an obligation when terminating employment to do so at a time when the least disruption to the educational program is caused. Furthermore, except when unusual circumstances prevail, a teacher's resignation shall coincide with the end of a school year or semester. In cases where a determination is made by the principal that unusual circumstances did not prevail, a review of the resignation will be made by the Professional Committee which will forward its recommendation regarding the matter for determination by the Superintendent.

While, on occasion, teachers may not be able to attend a meeting or may need to leave before it is completed, the Association and its members recognize that through professional obligations and commitments, teachers should regularly attend PTA and hall-parent meetings, faculty, special department, curriculum, IEP and professional meetings, confer with parents upon reasonable notice and assist in some student functions beyond the school day.

It is recognized that this commitment does not imply that these meetings will be excessively scheduled beyond the school day nor does it mean that except in unusual circumstances and with teacher agreement may a parent expect teachers to remain beyond the school day.

The District and the North Colonie Teachers' Association agree that the teachers of North Colonie are educational professionals whose knowledge and experience are essential to student learning. It is recognized that teachers throughout the district offer opportunities for quality academic support to their students throughout the day and beyond. The District and the Association agree that this teacher-initiated practice in support of student learning is a commendable demonstration of educational professionalism.

It is recognized that teacher attendance at special events is an important aspect of professional responsibility and very meaningful to the students of our district. As highly visible members of the school community, teachers at Shaker High School are especially encouraged to celebrate the accomplishments of the students and their families by attending the annual awards night ceremony and graduation.

All faculty members are expected to maintain a professional appearance when at school or on school business. While there is no written dress code, it is asked that all teachers bear in mind that they serve as highly visible role models for the student body. Students and parents will consider teachers more readily as the professionals they are if they project that image.

## **ARTICLE XVI**

### **FACILITIES**

Whenever possible, each school shall have the following facilities:

1. Sufficient space in each classroom so that teachers may adequately and safely store instructional materials and supplies.
2. A teacher work area containing adequate equipment and supplies to aid in the preparation of instructional materials.
3. An appropriately furnished room to be reserved for the exclusive use of staff members as a faculty lounge. Said lounge will be in addition to the aforementioned work area.
4. Desks, chairs and storage facilities shall be provided for all teachers, either in classrooms or in teacher offices, where the latter are used.
5. In schools where teacher offices are provided, a serviceable table or equivalent and chair shall be provided in each classroom for the use of the teacher assigned there.
6. In cases where teachers are not assigned facilities in teacher offices, desks and storage facilities shall be provided in locations convenient to these teachers.
7. A separate dining area shall be provided for the use of teachers. These may be combined with lounge areas when appropriate and necessary.
8. Adequate parking areas shall be provided and maintained for teachers at all schools.
9. A telephone extension should be provided in each elementary school teacher lounge for school business use. This need should be considered in future planning.

## **ARTICLE XVII**

### **ACADEMIC FREEDOM**

The purpose of this statement is to promote public understanding and support of academic freedom and agreement upon procedures to assure them in the North Colonie Central School District. Institutions of education are conducted for the common good and not to further the interest of the individual teacher or the institution as a whole. The common good depends upon the free search for truth and its free exposition.

Academic freedom is essential to these purposes. Academic freedom is fundamental for the protection of the rights of the teacher in teaching and of the student to freedom in learning. It carries with it duties correlative with rights.

## **Section A**

1. Teachers are entitled to freedom in the classroom in discussing their subjects. However, care should be taken not to introduce controversial matters without an attempt to present all sides of the issues.
2. The teacher is a citizen, a member of a learned profession and officer of an educational institution. When speaking or writing as a citizen, the teacher should be free from institutional censorship or discipline, but this special position in the community imposes special obligations. As a person of learning and an educational officer, the teacher should remember that the public may judge the profession and the institution by the teacher's utterances. Hence, the teacher should at all times be accurate, exercise appropriate restraint, show respect for the opinions of others and make every effort to indicate that the teacher is not an institutional spokesperson.

## **Section B**

1. All criticisms or challenges of materials or methods will be received courteously. Critic(s) should be thanked for their interest in the education of the community's children. The name of the complainant(s) should be requested.
2. The complainant, upon identification, will then be informed that a procedure has been established and a request for reconsideration of materials and methods form must be completed and submitted. A form letter outlining the school policy will be sent to the complainant by the Superintendent. The above mentioned request form will be attached.

The need for obtaining specific information should be emphasized as being essential to a speedy resolution of the complaint or the problem.

If the complaint has been lodged specifically at a particular teacher, that teacher shall be informed of the nature of the complaint and any other pertinent information and that the form letter (see Exhibit 1) has been sent.

3. After the written complaint is formally received, the administrator will consult with the teacher and the department supervisor concerned. The teacher shall receive a copy of the written complaint before consulting with the administrator. The official position of the school will be explained in writing to all parties concerned. No materials shall be placed, in response to the complaint, in the teacher's Official Personnel Record without proceeding through the special committee stage noted in 4, below, unless specifically authorized by that teacher in writing.
4. If the administrator feels that there may be a serious public reaction or that there is some validity to the complaint, a special committee of five (5) will be formed at the initiation of the Superintendent, consisting of three (3) members of the Professional Committee appointed by the chairperson of the Professional Committee of the Association and two (2) administrators appointed by the Superintendent, to study and consider the formal complaint. A chairperson of this committee will be appointed by the Superintendent. At this point, the teacher, department supervisor or director, and the complainant will be invited to present their views to the committee.

5. If the committee report does not end the criticism, the Superintendent will be apprised of the situation by the Review Committee, and after a review of the committee's decision, a statement regarding same will be issued to the Board of Education and the parties involved.

## **ARTICLE XVIII**

### **PERSONAL FREEDOM**

#### **Section A**

Teachers shall be guaranteed rights in their personal actions and in their personal lives equal to those accorded other persons in the community. Teachers shall be free to exercise their rights concerning voting, discussing political issues, campaigning for candidates and running for elective office, so long as such activities are not contrary to the spirit of Article XVII of this contract concerning academic freedom. Teachers shall be free to participate in or to decline to participate in community activities. Teachers shall be free from any restrictions concerning out-of-school positions or activities, except those items involving legal grounds for dismissal.

#### **Section B**

Teachers who seek employment in other school districts or in areas other than teaching while employed in the district, shall be free from interference. Teachers who seek other employment while employed in the district or who maintain contact with employment agencies, shall not be subject to harassment or repeated questioning concerning the reasons for such activity, and shall not be required to notify administrators of the fact that they are maintaining contacts with employment agencies. The freedom of a teacher to seek other employment and/or to maintain contact with employment agencies while a member of the School District, shall in no way be considered as being "unprofessional," and any criticism of this right shall not enter into a professional evaluation of that teacher nor be made a part of that teacher's official personnel record.

## **ARTICLE XIX**

### **SPECIAL SERVICES**

The Board will be concerned with the improvement of the district guidance and health services, as well as psychological services.

#### **Section A - Psychological Services**

Psychological services shall be provided to the district schools.

#### **Section B - Health Services**

Nursing services shall be provided for all elementary and secondary schools.

## **Section C**

All tenured personnel who were providing services of the type listed in Sections A and B above during the 1971-72 school year will not be caused to suffer a loss in financial status because of changes in either quality or quantity of program services.

## **ARTICLE XX**

### **SUPERVISION OF STUDENT TEACHERS**

It is recognized that professionals in the field of education have an obligation to assist in the preparation of future teachers through participation in a planned program of supervised student teaching.

#### **Section A**

In general, the cooperating teacher shall have had a minimum of three (3) years of teaching experience, at least two (2) of them in the local district.

#### **Section B**

Teachers who desire a student teacher shall notify their building principal and/or the department supervisor or hall principal. The date when such requests must be filed shall be determined by the building principal and/or the department supervisor or hall principal. Student teachers shall be assigned only to teachers who, in the opinion of the building principal and / or the department supervisor or hall principal, are of such caliber as to ensure the student teacher the likelihood of a profitable experience.

#### **Section C**

In general, cooperating teachers shall have no more than one (1) student teacher per year.

#### **Section D**

Cooperating teachers shall be consulted prior to the assignment of a student teacher and shall have the option of accepting or refusing a student teacher.

## ARTICLE XXI

### INSURANCE/FLEXIBLE BENEFITS PLAN/EMPLOYEE ASSISTANCE PLAN

The New York State Health Insurance Program (NYSHIP), Indemnity Plan (Core Plus Medical and Psychiatric Enhancements), also referred to as the Empire Plan, in effect on August 1, 1994, with such improvements and modifications as may be subsequently promulgated, or mutually agreed upon between the parties, will be made available to all members of this unit. The District contribution to the premiums shall be the same percentage as per the 1995-98 NCTA agreement and minimum NYSHIP requirements in effect on August 1, 1994.

This agreement does not commit the District to continuing this plan beyond December 31, 1995 if the District would be required to pay a higher premium rate or higher percentage of premium or pay for other additional financial improvements that may be mandated by future participation in the plan. Nor does it limit the District's prerogative to switch plans. In addition, if the District receives notice of a premium increase in excess of 15% of the indemnity health insurance plan in effect, the District, after consultation with the NCTA, may transfer coverage to a plan with comparable benefits. Any dispute as to comparability would be settled by arbitration before a transfer occurs. Any other change in plans may also be made upon the mutual agreement between parties.

(NOTE: It is agreed that, as a minimum, the NYSHIP Plan, and the Blue Cross Matrix One Plan and the Blue Shield Par Plus Plan are presently comparable).

In the event that a National Health Plan is adopted that would provide greater benefits than currently available with Medicare supplemental plans at no greater total cost than the NYSHIP Plan, the District shall have the right to end its Medicare Part B contributions for Medicare retiree's health insurance other than those in effect in the current NCTA contract.

In the event that a non-experience rated health plan becomes available which offers benefits comparable to the NYSHIP Empire Plan except for the requirement that the employer pay a portion of the retirees' premium, the District may, after consultation with the NCTA, change to the other plan and thereafter pay only those premiums for retirees that are detailed in the contract with the NCTA.

Eligibility for participation in NYSHIP and District contribution towards the cost of health insurance shall be limited to:

- A. Teachers employed on or after 5/1/94 and their dependents.
- B. Retired teachers and their dependents who were participating in District health insurance plans as of 5/1/94.
- C. Teachers who retired after 7/1/89, and their dependents, who are not currently participating in a District health insurance plan.
- D. Any retired teacher as of August 1, 1994 for whom the District has a contractual obligation to provide a contribution towards health insurance.

E. Spouses and dependent children for those employees who die while in service.  
(Benefit limited to three years following death of employee as per contract between NCTA and District.)

This agreement does not limit the right of any other retiree or dependent to join a district sponsored H.M.O. plan with the retiree or dependent paying the total cost.

#### Modification to Plans

The following co-pays will be effective July 1, 2012:

CDPHP: Office Visit \$25, Rx drug card of \$5 generic/\$25 brand name/\$40 formulary

MVP: Office Visit \$25, Rx drug card of \$5 generic/\$25 brand name/\$40 formulary

BS Community Blue 203+: Office visit of either \$10/\$20 or \$15/\$15 for primary care doctor/specialist, Rx drug card of \$5 generic/\$20 brand name/\$40 formulary

Effective January 1, 2010 but no later than July 1, 2010, the BS Community Blue 203+ Health Plan will no longer be offered for active or retired members of the NCTA.

If any health plan shall cease offering the current level of doctor visit or prescription co-pays as stated herein, the district will continue coverage at the next lowest co-pay level available. If riders are available to maintain current levels of benefits, the District will purchase said riders unless there is mutual agreement between the parties not to purchase the riders. The district will notify teachers and retirees before the next enrollment period of any changes made to any plan by any insurance company. All teachers and retirees have the option to make changes to their health insurance coverage during the two open enrollment periods, December for changes effective January 1, and June for changes effective July 1.

The district, after consultation with the NCTA, may offer additional health insurance plans.

Effective October 1, 2021, the District shall make available to all eligible members of the Association the CDPHP Exclusive Provider Organization (EPO) or (EPOL0221) Plan, which shall be offered *in lieu* of, and not in addition to, the CDPHP Health Maintenance Organization (HMO) or (HMO HA14L21) Plan. Effective October 1, 2021, the CDPHP HMO Plan will no longer be offered by the District or available to members of the Association.

It is the understanding of the Parties that the CDPHP EPO health plan contains no disruption nor increased out-of-pocket cost(s) to the enrollees of the current CDPHP HMO health plan. If either Party identifies any health plan disruption, including but not limited to any increased out-of-pocket costs as a result of the CDPHP EPO enrollment compared to the HMO enrollment, either Party reserves the right to demand and commence impact negotiations within thirty (30) calendar days of the identified disruption(s). The Parties understand this section shall sunset on September 1, 2023, unless mutually extended by both Parties in successor collective bargaining agreement negotiations.

The District may implement and make available to all eligible members of the NCTA a Blue Cross/Blue Shield plan (on or about 1/1/2023). This plan shall not replace any currently existing health plan in the collective bargaining agreement without further agreement in writing between the parties.

#### Employee/Employer Contributions

- a. The parties shall contribute to the total medical insurance premiums as follows effective July 1, 2009:

Plan	Teacher Share	District
NYSHIP/Individual	10%	90%
NYSHIP/2-Person	20%	80%
NYSHIP/Family	20%	80%
Any offered plan which premium is less than NYSHIP	Same percent as NYSHIP Plan	Balance
Any offered plan which premium is more than NYSHIP	Balance	Same dollar amount as NYSHIP plan

- b. Health and dental benefits for part-time staff first appointed to a position to start after June 30, 1992 will be pro-rated based on the employee's full-time equivalent (FTE) assignment beginning September 1, 1993. (For example: A 1/2 time assignment will generate 1/2 the benefit of a full-time assignment.)

Effective July 1, 1995, for an employee whose full-time teaching equivalency (FTE) is involuntarily reduced, the District will maintain their higher level of health and dental benefits provided before the reduction.

- c. The District will increase the percent that it pays for 2 employees of the same family in the same family plan to 10% more than it pays for family coverage for 1 employee; i.e., if District contribution for family is normally 75%, it will pay 85% towards 2 employee family coverage.
- d. Insurance coverage for newly hired members of the bargaining unit will begin on September 1 or on the first day of employment provided the employee makes arrangements with the District to cover the premiums. Coverage for teachers appointed to a tenure track position will extend from September 1 through August 31. Coverage for teachers appointed to a one-year position will extend from September 1 through June 30. Coverage for teachers appointed to a one-year position will continue through August 31 if the teacher is appointed to a tenure track position or to another one-year position.

## **Retiree Health Insurance**

- a. Teachers who retire as a result of a disability will be allowed to participate in any community rated H.M.O. insurance plan offered by the District at their own expense.

Effective July 1, 1998, a teacher, who completes at least twenty (20) years of district service and retires as a result of a medically diagnosed disability, will be entitled to all retiree benefits. However, medical insurance must be in a community rated plan, e.g. NYSHIP, MVP.

- b. Any person who having attained tenure and age 55 and has retired prior to July 1, 1990 shall be retained as a member of the health insurance plan at full district expense until the age of 65. Other tenured persons age 55 or older who retire after July 1, 1990 shall receive the same health benefit for individual coverage as does the working teaching staff until the age of 65. Teachers employed after July 1, 2010 are entitled to retiree health insurance after ten years of full time service to the district.

Such coverage shall become secondary coverage in the event said retired member is furnished insurance coverage (which shall be primary) with subsequent employment prior to age 65.

- c. A retiring teacher, beginning at age 65, shall receive from the district annually the sum of \$956 to be applied to continuing district health insurance coverage or to any other plan that is mutually agreed upon.

- d. Subject to the eligibility requirements set forth in NYSHIP: A, B, C, D, and E noted above, and effective July 1, 1995, the District will pay for its retirees, as a minimum, 50% of the cost of individual coverage and 35% of the cost of dependent coverage for all health insurance plans offered to its retirees.

- e. Effective July 1, 1998, the district will pay for new retirees, as a minimum, 80% for individuals and 80% for dependents. For those who participate in NYSHIP, the district will pay either 80% for individuals and 80% for dependents inclusive of any minimum requirements set forth in NYSHIP or the minimum NYSHIP requirements, whichever is greater.

- f. Subject to the eligibility requirements set forth with NYSHIP; A, B, C, D and E noted in Section A, a teacher who is entitled to a retiree health insurance benefit, may make a future claim for that benefit even if they retires without taking health insurance with the district. A retiree may also change plans and/or dependent coverage.

g. Effective July 1, 2010: All retirees, spouses and surviving spouses, age 65 or older, will be limited to participation in the following health insurance plan options: Capital District Physicians' Health Plan Medicare Choice or Mohawk Valley Health Plan Medicare Gold or NYSHIP. Should the CDPHP Medicare Choice or MVP Medicare Gold Plans be eliminated, or should the cost for these plans surpass that of the Non-Medicare Advantage options, the District will offer the Non-Medicare Advantage option to its retirees, spouses and surviving spouses, age 65 or older.

### **Spouse and Dependent Children**

- a. Spouses and dependent children of those employees who die while in service:
  1. May be retained as members of the health plan at the teacher contribution rate for current employees for three years following the death of the employee.
  2. May be retained as members of the plan after three years have passed, provided they pay the total premium thereby incurred.
- b. Spouses and dependent children of deceased retired members of the plan may be retained as members of the plan providing they pay the total premium thereby incurred.

### **Section B - Dental Insurance**

The Blue Shield Dental Plan (80/20 Basic, Rider A and 50/50 Rider B with crowns) effective July 1, 1982, will remain in force for the duration of the contract.

Effective July 1, 1987, Periodontal Coverage (Rider C, 50/50) and Orthodontic Coverage (Rider D, 50/50) will be added to the contract.

Effective July 1, 1989 the School Board will contribute the following percent of dental premiums:

<b>Plan</b>	<b>District Share</b>
Individual	90%
Two Person	80%
Family	80%

Effective July 1, 2005, the District, with the agreement of the NCTA, switched to a self-funded plan that provided comparable/similar coverage to the previously offered Blue Shield Plan. The NCTA and the District agreed that Delta Dental would be the third-party administrator. Decisions to change the third-party administrator, select a new dental plan, or implement other changes will be jointly made by the NCTA and the District.

Any person, who has attained age 55 and retires with tenure, will be allowed to participate in the dental plan offered by the District at their own expense.

Effective July 1, 2010, there will be an annual cap of \$3,000 per each covered life for active or retired employees covered by the dental plan.

## **Section C - Disability Insurance**

The District will deduct, after taxes, a specific amount from the paycheck of eligible members of the bargaining unit to cover the total premium of a disability plan. Such contributions will be transmitted to the insurance company named by the NCTA.

## **Section D - Life Insurance**

1. A term life insurance policy shall be provided to all employees covered by this agreement. Such term life insurance will be equal to twice (2 times) the individual employee's annual salary for those individuals hired before July 1, 2010.
  - a. Effective July 1, 2010, newly hired employees will be provided a term life insurance policy of \$50,000.
  - b. Effective July 1, 2011, newly hired employees (.4 FTE or greater) will be provided a term life insurance policy of \$50,000.
2. The cost of said policy shall be borne in total by the Board of Education. Any increase in premium rate per \$1,000 above the premium rate in effect on July 1, 1981 shall be shared equally by the District and the members, provided the lowest bid is accepted. Beginning with the 2004 calendar year, the District will include on the employees' W-2 the value of the life insurance benefit above \$50,000 as per applicable IRS regulations.
3. Employees having a minimum of 10 years district service and having attained the age of 55, who thereafter retire under this agreement, on or after June 30, 1993, will be permitted to continue existing Term Life Insurance at teacher expense until age 65. The benefit is equal to one times their retiring annual salary, at the same rate per \$1000 of coverage charged to the district for employees who receive the benefit of two times annual salary during working years.

## **Section E - Flexible Benefits Plan**

Effective July 1, 1996, a Flexible Benefits Plan, as permitted by Section 125 of the Internal Revenue Code, will be provided to all employees covered by this agreement. The Administrator of the Plan will be jointly selected by the NCTA and District with start-up costs paid by the District.

## **Section F - Employee Assistance Plan**

Effective January 1, 1996 an Employee Assistance Program will be available to all employees covered by this agreement. The administrator of this plan will be jointly selected by the NCTA and District.

## **Section G**

The terms and conditions of any plan referred to in this Article shall be controlling over any question arising under such plan and such questions shall not be a grievance under Article I.

## **Section H - Optical Insurance**

The Davis/NYSUT Optical Plan will be provided by the District for all active teachers and their dependents. In the event that the optical insurance total premium rate increases by more than 8% for the two-year period beginning July 1, 2007, it is agreed that the NCTA will enter into discussion with the District to review suitable options to reduce total premium costs.

Part-time teachers appointed to a position to start after June 30, 1992 will receive individual coverage. The benefits of the plan will be mutually agreed upon by the District and NCTA.

## **Section I**

In the event that a health insurance total premium rate increases by more than 10% annually, it is agreed the NCTA will enter into discussion with the District to review suitable options to reduce total premium costs. Such options may include increased office visit and prescription drug co-pays, in-patient hospital deductibles, or other modifications offered by health insurance companies designed to reduce costs. The implementation of such modifications may occur during the duration of this contract upon mutual agreement by the District and NCTA.

## **Section J - Tax Sheltered Annuities**

Members of the bargaining unit will be eligible to participate in tax-sheltered annuity plans established pursuant to the United States Public Law #87-370. The District will maintain a list of approved plans and add additional plans upon receiving requests to participate in a specific plan from at least five employees, and pursuant to legal requirements as determined by the District's Third Party Administrator.

## ARTICLE XXII

### Section A-1 Teachers' Salary Schedules:

#### 1. 2022-2023 Salary Schedule

STEP	BA SALARY	MA SALARY	DR SALARY
1	\$ 52,675	\$ 55,095	\$ 59,706
2	\$ 53,824	\$ 56,246	\$ 60,860
3	\$ 54,972	\$ 57,397	\$ 62,013
4	\$ 56,121	\$ 58,548	\$ 63,167
5	\$ 58,263	\$ 60,766	\$ 65,468
6	\$ 59,487	\$ 61,994	\$ 66,697
7	\$ 60,989	\$ 63,501	\$ 68,206
8	\$ 62,491	\$ 65,007	\$ 69,716
9	\$ 63,994	\$ 66,514	\$ 71,226
10	\$ 65,553	\$ 68,076	\$ 72,791
11	\$ 67,277	\$ 69,806	\$ 74,525
12	\$ 69,058	\$ 71,592	\$ 76,314
13	\$ 71,117	\$ 73,657	\$ 78,382
14	\$ 73,287	\$ 75,832	\$ 80,562
15	\$ 75,680	\$ 78,232	\$ 82,966
16	\$ 78,129	\$ 80,687	\$ 85,426
17	\$ 80,632	\$ 83,198	\$ 87,942
18	\$ 83,192	\$ 85,765	\$ 90,513
19	\$ 85,696	\$ 88,276	\$ 93,029
20	\$ 88,256	\$ 90,843	\$ 95,601
21	\$ 90,816	\$ 93,410	\$ 98,173
22	\$ 93,432	\$ 96,032	\$ 100,800
23	\$ 96,604	\$ 99,213	\$ 103,987
24	\$ 99,953	\$ 102,478	\$ 107,164

In 2022 – 2023, a longevity increase of \$6,700 will be paid to all members upon the beginning of their 25th year (step 25). All members step 25 and higher will have a salary of Step 24 + \$6700

## 2. 2023-2024 Salary Schedule

STEP	BA SALARY	MA SALARY	DR SALARY
1	\$ 53,750	\$ 56,494	\$ 60,870
2	\$ 54,922	\$ 57,675	\$ 62,047
3	\$ 56,094	\$ 58,855	\$ 63,223
4	\$ 57,266	\$ 60,036	\$ 64,399
5	\$ 59,451	\$ 62,310	\$ 66,744
6	\$ 60,700	\$ 63,569	\$ 67,997
7	\$ 62,233	\$ 65,114	\$ 69,536
8	\$ 63,766	\$ 66,659	\$ 71,076
9	\$ 65,299	\$ 68,204	\$ 72,615
10	\$ 66,890	\$ 69,806	\$ 74,211
11	\$ 68,649	\$ 71,580	\$ 75,978
12	\$ 70,467	\$ 73,411	\$ 77,802
13	\$ 72,568	\$ 75,528	\$ 79,911
14	\$ 74,782	\$ 77,759	\$ 82,133
15	\$ 77,224	\$ 80,220	\$ 84,584
16	\$ 79,723	\$ 82,736	\$ 87,092
17	\$ 82,277	\$ 85,311	\$ 89,657
18	\$ 84,890	\$ 87,943	\$ 92,278
19	\$ 87,444	\$ 90,518	\$ 94,843
20	\$ 90,057	\$ 93,150	\$ 97,465
21	\$ 92,669	\$ 95,782	\$ 100,087
22	\$ 95,338	\$ 98,471	\$ 102,766
23	\$ 98,574	\$ 101,733	\$ 106,015
24	\$ 101,992	\$ 105,081	\$ 109,253

In 2023 – 2024, a longevity increase of \$6,700 will be paid to all members upon the beginning of their 25th year (step 25). All members step 25 and higher will have a salary of Step 24 + \$6700

## **Section A-2 - Graduate Study**

1. 1st Master's Degree
  - a. Teachers may pursue the Master's program of their choice provided that the program meets State Education Department requirements for permanent certification. No payment for graduate credit will be granted until evidence of the completed Master's degree is submitted to the District. The teacher will move from the BA salary schedule to the MA schedule in the following semester.
  - b. Any approved graduate credits above the 30 credit Master's earned prior to July 1, 2009 will be remunerated at \$20.00 per credit (up to a limit of 60 credit hours).
  - c. Effective July 1, 2009 any approved graduate credits earned thereafter above the 30 credit Master's will be remunerated at \$30 per credit (up to a limit of 60 credit hours).
2. 2nd Master's Degree
  - a. For currently employed staff, approval by the Superintendent must be received prior to the commencement of the course of study. The course of study for the second Master's Degree must be in a field related to the teaching assignment, as determined by the Superintendent. Teachers will have the opportunity to present to the Superintendent justification for receiving second Master's degree credit. Remuneration will be \$1,500 beyond approved credit compensation. Degree compensation is limited to two (2) Masters degrees.
  - b. For teachers entering the District who have already completed a second Master's Degree or are in the process of completing the degree, approval for remuneration for the degree must be obtained from the Superintendent who will use the same standard set forth for currently employed staff. If remuneration is awarded, it will be \$1,500. There will be no credit hour compensation except for credits earned while employed in North Colonie and approved in advance by the Superintendent.

Examples: Related study may include a reading, math, or science degree for elementary teachers and a math degree for secondary science teachers. Examples of unrelated degrees are, but not limited to: elementary Master's for secondary teachers or vice versa, administrative degrees, guidance for teachers and vice versa, etc.

3. Doctorate Degree

- a. The salary differential for the doctorate is not payable for honorary degrees, the degree of Juris Doctor, or degrees earned from non-accredited institutions.
- b. For currently employed staff, approval by the Superintendent must be received prior to the commencement of the course of study. The course of study for the Doctorate Degree must be in a field related to the teaching assignment, as determined by the Superintendent. Teachers will have the opportunity to present to the Superintendent justification for receiving Doctorate credit. Current employees who have been accepted to a doctoral program prior to January 1, 2004 are grandfathered, subject to the provisions of paragraph 3a above.
- c. For teachers entering the District who have already completed a Doctorate Degree or are in the process of completing the degree, approval for remuneration for the degree must be obtained from the Superintendent who will use the same standard set forth for currently employed staff. There will be no credit hour compensation except for credits earned while employed in North Colonie and approved in advance by the Superintendent.
- d. Remuneration for credit hours will be received until the completion of the degree and the teacher moves to the Doctorate scale.

4. Professional Development Credit

- a. Compensation will be paid for the following according to the approved graduate credit hour rate (Article XXII, Section A-2, 1) if approved by the Superintendent prior to the beginning of the course of study.
  - i. courses taken to improve a teacher's skill in the present teaching assignment
  - ii. undergraduate courses directly related to the present teaching assignment which are not available at the graduate level
  - iii. workshops conducted by colleges or universities
  - iv. courses in administration and supervision
- b. For in-district programs (or out-of-district programs pre-approved by the Superintendent), in-service programs or workshops, remuneration will be provided at the graduate credit hour rate (Article XXII, Section A-2, 1) with a 15 clock-hour minimum for each credit hour. Courses completed during the school day are not eligible for remuneration.

- c. Compensation will not be granted for graduate credit hours in excess of 90 (including Master's Degree hours).
- d. Compensation will not be granted for credit hours earned while on a sabbatical leave granted under ARTICLE X of this contract. However, compensation will be granted for a degree earned.

### **Section A-3 - National Board for Professional Teaching Standards Certification**

Any teacher submitting evidence of National Board for Professional Teaching Standards Certification will receive a stipend of \$2,000 per year commencing at the start of the next semester, for the life of the certificate.

Other professionals within the bargaining unit not covered by the above certification may submit evidence of completion of an equivalent national certification to receive this stipend as described above.

If a member submits a request for compensation based on a professional certification he or she believes is equivalent to National Board Certification, the District and the NCTA Professional Committee will appoint an ad hoc screening committee made up of administrators and NCTA members within the field of the employee submitting the request. This committee will review the application and submit its recommendation on approval to the Superintendent. The Superintendent, after considering the recommendation, shall make the final decision.

### **Section B - Stipends for Counselors, Psychologists and CSE Chairperson**

For all counselors, the CSE chairperson and psychologist required to work in the summer, the school work year will be September 1 to June 30 inclusive. For all other psychologists, the school work year will include three (3) days before teachers return in September. These days will be scheduled during the week preceding school opening to coincide with new teacher and parent sessions as determined by the district.

1. Stipends for counselors/psychologists will be paid as follows: For counselors and psychologists first employed after July 1, 1992 a stipend will be paid on the base of BA 1 or MA 1 or DR 1 at 8% for untenured and 10% for tenured staff, depending on degree held.

<b>Example:</b>	<b>MA 3</b>	<b>\$XXX</b>
+	<b>10% of MA 1</b>	<b>XXX</b>
+	<b>Approved credits beyond MA</b>	<b>XXX</b>
	<b>Total Salary</b>	<b>\$XXXX</b>

For those counselors/psychologists first employed prior to July 1992 a stipend will be computed in the same manner as the 1991-92 school year by adding 8% of appropriate step for untenured staff and 10% of appropriate step for tenured staff. However, the maximum stipend will be \$6,500.

For those counselors, psychologists and CSE chairperson involved in summer work, the salary will be computed as follows:

DR or MA or BA salary plus credit hours x 1.1, if the eleventh month is required or x 1.05 if two additional weeks are required. If less than two weeks are required, the counselor, psychologist or CSE chairperson will be paid at 1/200 per day of the appropriate 10 month salary.

For the CSE chairperson required to work during the summer, a stipend equal to the elementary PST chairpersons' will be added.

## 2. Additional Responsibilities for Counselors and Psychologists

In an effort to further serve students and families, counselors will, as professionals and in conjunction with the Director of Pupil Services, conduct, establish and participate in ten (10) evening programs or counseling sessions during the school year. These activities are in addition to programs generally attended by all teachers. Psychologists will fulfill the same responsibility as above for five (5) evenings per year.

## Section C - Stipended Positions

The two positions of middle school and elementary science equipment handler will each receive during the school year:

2022-2023	\$3,658
2023-2022	\$3,658

Each building Pupil Services Team chairperson will receive during the school year:

	Elementary	Middle School	Senior High
2022-2023	\$2,628	\$3,281	\$3,527
2023-2024	\$2,628	\$3,281	\$3,527

In addition to remuneration, the PST chairperson in each building will be provided with clerical assistance. If there is one chairperson, they will not be assigned to non-instructional duties except in emergency situations as determined by the building principal. The stipend identified for approved PST/Sub CSE Chairpersons shall be paid in full to each approved PST/Sub CSE Chairperson assigned to the elementary, middle school, and high school levels. In the secondary schools, each co-chair will, as minimum, be released from homeroom and one supervisory period.

Each building Child Study Team chairperson will receive during the school year:

2022-2023	\$1,395
2023-2024	\$1,395

The automated external defibrillator (AED) trainer will receive during the school year:

2022-2023	\$1,260
2023-2024	\$1,260

The position of Parking Lot Advisor will receive during the school year:

2022-2023	\$1,920
2023-2024	\$1,920

Each Turnkey Trainer will receive during the school year:

2022-2023	\$1,208
2023-2024	\$1,208

Each Technology Resource Teacher will receive during the school year:

2022-2023	\$604
2023-2024	\$604

## **Section D - Coaching Stipends**

Coaching stipends will be determined through use of a point system. The point values will be determined for each sport based on time, equipment, safety, management and job pressures. The document that explains how the point values are computed for each sport shall be filed in the HPEA office and with the Association and shall be available for teacher review.

1. Point Value - \$202 per point in 2022-2024  
Step increases will continue in each year
2. Total Point Values- See coaching schedules

Save Harmless - In the case of those positions where the point system causes the new stipend to be less than the stipend currently received, the incumbent coach will receive the larger amount. The save harmless provision shall apply until the new stipend matches the coach's present salary.

3. Increments – Steps 2, 3, 4, and 5 plus longevity steps 10th year, and 15th year, and 20th year.

<b>2022-2024</b>	
Varsity Head	\$160
JV Head, Varsity/	\$137
JV Assistant,	
Freshman Head,	\$124
Freshman Assistant,	
Modified Head,	
Modified Assistant	
Middle School	\$87
Intramural/ Extramural	

The coaches' salary scale will include five step increments, plus double increments at the 10th, 15th, and 20th year of continuous service.

- a. Head J.V. Coach - 85% of Varsity Head Coach points
- b. Varsity/J.V. Assistants - 80% of Varsity Head Coach points
- c. Freshman Head - 78% of Varsity Head Coach points
- d. Modified Head - 75% of Varsity Head Coach points
- e. Modified or Freshman Assistant - 70% of Varsity Head Coach points

4. Fall coaches working before September 1st will be paid at a rate of \$41.15 per day for summer 2022 & 2023.

## **Section E - Faculty Athletic Managers**

1. The Faculty Athletic Manager for Boys' Athletics and the Faculty Athletic Manager for Girls' Athletics will each receive during the school year:

2022-2023	\$8,377
2023-2024	\$8,377

2. Each Faculty Athletic Manager will also be granted a 0.1 FTE reduction of their teaching duties.
3. Each Faculty Athletic Manager will work an additional ten (10) days during the summer. The compensation for this work will be paid at 1/200th of the individual's base salary per day.

COACHING STIPENDS	YEARS: 2022-2024	Points	Value of 1 point	Increment Value	STEPS							
					1	2	3	4	5	10	15	20
Alpine Skiing	Varsity Head	18.5	202	160	\$3,737	\$3,897	\$4,057	\$4,217	\$4,377	\$4,697	\$5,017	\$5,337
Baseball	Varsity Head	20	202	160	\$4,040	\$4,200	\$4,360	\$4,520	\$4,680	\$5,000	\$5,320	\$5,640
	Varsity Assistant	16	202	137	\$3,232	\$3,369	\$3,506	\$3,643	\$3,780	\$4,054	\$4,328	\$4,602
	JV Head	17	202	137	\$3,434	\$3,571	\$3,708	\$3,845	\$3,982	\$4,256	\$4,530	\$4,804
	Freshman Head	15.6	202	124	\$3,151	\$3,275	\$3,399	\$3,523	\$3,647	\$3,895	\$4,143	\$4,391
	Modified Head	15	202	124	\$3,030	\$3,154	\$3,278	\$3,402	\$3,526	\$3,774	\$4,022	\$4,270
Basketball	Varsity Head	24	202	160	\$4,848	\$5,008	\$5,168	\$5,328	\$5,488	\$5,808	\$6,128	\$6,448
	Varsity Assistant	19.2	202	137	\$3,878	\$4,015	\$4,152	\$4,289	\$4,426	\$4,700	\$4,974	\$5,248
	JV Head	20.4	202	137	\$4,121	\$4,258	\$4,395	\$4,532	\$4,669	\$4,943	\$5,217	\$5,491
	Freshman Head	18.7	202	124	\$3,777	\$3,901	\$4,025	\$4,149	\$4,273	\$4,521	\$4,769	\$5,017
	Modified Head	18	202	124	\$3,636	\$3,760	\$3,884	\$4,008	\$4,132	\$4,380	\$4,628	\$4,876
Bowling	Varsity Head	14.5	202	160	\$2,929	\$3,089	\$3,249	\$3,409	\$3,569	\$3,889	\$4,209	\$4,529
Cheerleading	Varsity Head	16	202	160	\$3,232	\$3,392	\$3,552	\$3,712	\$3,872	\$4,192	\$4,512	\$4,832
	Varsity Assistant	12.8	202	137	\$2,586	\$2,723	\$2,860	\$2,997	\$3,134	\$3,408	\$3,682	\$3,956
	JV Head	13.6	202	137	\$2,747	\$2,884	\$3,021	\$3,158	\$3,295	\$3,569	\$3,843	\$4,117
	Freshman Head	12.5	202	124	\$2,525	\$2,649	\$2,773	\$2,897	\$3,021	\$3,269	\$3,517	\$3,765

<b>Cross Country</b>	Varsity Head	16.5	202	160	\$3,333	\$3,493	\$3,653	\$3,813	\$3,973	\$4,293	\$4,613	\$4,933
	Varsity Assistant	13.2	202	137	\$2,666	\$2,803	\$2,940	\$3,077	\$3,214	\$3,488	\$3,762	\$4,036
	Modified Head	12.4	202	124	\$2,505	\$2,629	\$2,753	\$2,877	\$3,001	\$3,249	\$3,497	\$3,745
<b>Field Hockey</b>	Varsity Head	19.5	202	160	\$3,939	\$4,099	\$4,259	\$4,419	\$4,579	\$4,899	\$5,219	\$5,539
	Varsity Assistant	15.6	202	137	\$3,151	\$3,288	\$3,425	\$3,562	\$3,699	\$3,973	\$4,247	\$4,521
	JV Head	16.6	202	137	\$3,353	\$3,490	\$3,627	\$3,764	\$3,901	\$4,175	\$4,449	\$4,723
	Modified Head	15.2	202	124	\$3,070	\$3,194	\$3,318	\$3,442	\$3,566	\$3,814	\$4,062	\$4,310
<b>Football</b>	Varsity Head	25	202	160	\$5,050	\$5,210	\$5,370	\$5,530	\$5,690	\$6,010	\$6,330	\$6,650
	JV Head	21.3	202	137	\$4,303	\$4,440	\$4,577	\$4,714	\$4,851	\$5,125	\$5,399	\$5,673
	Varsity / JV Assistant	20	202	137	\$4,040	\$4,177	\$4,314	\$4,451	\$4,588	\$4,862	\$5,136	\$5,410
	Freshman Head	19.5	202	124	\$3,939	\$4,063	\$4,187	\$4,311	\$4,435	\$4,683	\$4,931	\$5,179
	Freshman Assistant	17.5	202	124	\$3,535	\$3,659	\$3,783	\$3,907	\$4,031	\$4,279	\$4,527	\$4,775
	Modified Head	18.8	202	124	\$3,798	\$3,922	\$4,046	\$4,170	\$4,294	\$4,542	\$4,790	\$5,038
	Modified Assistant	17.5	202	124	\$3,535	\$3,659	\$3,783	\$3,907	\$4,031	\$4,279	\$4,527	\$4,775
<b>Golf</b>	Varsity Head	14	202	160	\$2,828	\$2,988	\$3,148	\$3,308	\$3,468	\$3,788	\$4,108	\$4,428
	JV Head	11.9	202	137	\$2,404	\$2,541	\$2,678	\$2,815	\$2,952	\$3,226	\$3,500	\$3,774
<b>Gymnastics</b>	Varsity Head	20.5	202	160	\$4,141	\$4,301	\$4,461	\$4,621	\$4,781	\$5,101	\$5,421	\$5,741
	Varsity Assistant	16.4	202	137	\$3,313	\$3,450	\$3,587	\$3,724	\$3,861	\$4,135	\$4,409	\$4,683
<b>Ice Hockey</b>	Varsity Head	21	202	160	\$4,242	\$4,402	\$4,562	\$4,722	\$4,882	\$5,202	\$5,522	\$5,842
	Varsity Assistant	16.8	202	137	\$3,394	\$3,531	\$3,668	\$3,805	\$3,942	\$4,216	\$4,490	\$4,764
<b>Indoor Track</b>	Varsity Head	21.5	202	160	\$4,343	\$4,503	\$4,663	\$4,823	\$4,983	\$5,303	\$5,623	\$5,943
	Varsity Assistant	17.2	202	137	\$3,474	\$3,611	\$3,748	\$3,885	\$4,022	\$4,296	\$4,570	\$4,844

<b>Lacrosse</b>	Varsity Head	20	202		160	\$4,040	\$4,200	\$4,360	\$4,520	\$4,680	\$5,000	\$5,320	\$5,640
	Varsity Assistant	16	202		137	\$3,232	\$3,369	\$3,506	\$3,643	\$3,780	\$4,054	\$4,328	\$4,602
	JV Head	17	202		137	\$3,434	\$3,571	\$3,708	\$3,845	\$3,982	\$4,256	\$4,530	\$4,804
	JV Assistant	16	202		137	\$3,232	\$3,369	\$3,506	\$3,643	\$3,780	\$4,054	\$4,328	\$4,602
	Freshman Head	15.6	202		124	\$3,151	\$3,275	\$3,399	\$3,523	\$3,647	\$3,895	\$4,143	\$4,391
	Freshman Assistant	14	202		124	\$2,828	\$2,952	\$3,076	\$3,200	\$3,324	\$3,572	\$3,820	\$4,068
	Modified Head	15	202		124	\$3,030	\$3,154	\$3,278	\$3,402	\$3,526	\$3,774	\$4,022	\$4,270
	Modified Assistant	14	202		124	\$2,828	\$2,952	\$3,076	\$3,200	\$3,324	\$3,572	\$3,820	\$4,068
<b>Nordic Skiing</b>	Varsity Head	17.5	202		160	\$3,535	\$3,695	\$3,855	\$4,015	\$4,175	\$4,495	\$4,815	\$5,135
<b>Soccer</b>	Varsity Head	21.5	202		160	\$4,343	\$4,503	\$4,663	\$4,823	\$4,983	\$5,303	\$5,623	\$5,943
	Varsity Assistant	17.2	202		137	\$3,474	\$3,611	\$3,748	\$3,885	\$4,022	\$4,296	\$4,570	\$4,844
	JV Head	18.3	202		137	\$3,697	\$3,834	\$3,971	\$4,108	\$4,245	\$4,519	\$4,793	\$5,067
	Freshman Head	16.8	202		124	\$3,394	\$3,518	\$3,642	\$3,766	\$3,890	\$4,138	\$4,386	\$4,634
	Modified Head	16.1	202		124	\$3,252	\$3,376	\$3,500	\$3,624	\$3,748	\$3,996	\$4,244	\$4,492
<b>Softball</b>	Varsity Head	20	202		160	\$4,040	\$4,200	\$4,360	\$4,520	\$4,680	\$5,000	\$5,320	\$5,640
	Varsity Assistant	16	202		137	\$3,232	\$3,369	\$3,506	\$3,643	\$3,780	\$4,054	\$4,328	\$4,602
	JV Head	17	202		137	\$3,434	\$3,571	\$3,708	\$3,845	\$3,982	\$4,256	\$4,530	\$4,804
	Freshman Head	15.6	202		124	\$3,151	\$3,275	\$3,399	\$3,523	\$3,647	\$3,895	\$4,143	\$4,391
	Modified Head	15	202		124	\$3,030	\$3,154	\$3,278	\$3,402	\$3,526	\$3,774	\$4,022	\$4,270
<b>Swimming</b>	Varsity Head	19	202		160	\$3,838	\$3,998	\$4,158	\$4,318	\$4,478	\$4,798	\$5,118	\$5,438
	Varsity Assistant	15.2	202		137	\$3,070	\$3,207	\$3,344	\$3,481	\$3,618	\$3,892	\$4,166	\$4,440
	Modified Head	14.3	202		124	\$2,889	\$3,013	\$3,137	\$3,261	\$3,385	\$3,633	\$3,881	\$4,129

	Modified Assistant	13.3	202	124	\$2,687	\$2,811	\$2,935	\$3,059	\$3,183	\$3,431	\$3,679	\$3,927
<b>Tennis</b>	Varsity Head	15.5	202	160	\$3,131	\$3,291	\$3,451	\$3,611	\$3,771	\$4,091	\$4,411	\$4,731
	JV Head	13.2	202	137	\$2,666	\$2,803	\$2,940	\$3,077	\$3,214	\$3,488	\$3,762	\$4,036
	Modified Head	11.6	202	124	\$2,343	\$2,467	\$2,591	\$2,715	\$2,839	\$3,087	\$3,335	\$3,583
<b>Track &amp; Field</b>	Varsity Head	20.5	202	160	\$4,141	\$4,301	\$4,461	\$4,621	\$4,781	\$5,101	\$5,421	\$5,741
	Varsity Assistant	16.4	202	137	\$3,313	\$3,450	\$3,587	\$3,724	\$3,861	\$4,135	\$4,409	\$4,683
	JV Head	17.4	202	137	\$3,515	\$3,652	\$3,789	\$3,926	\$4,063	\$4,337	\$4,611	\$4,885
	Modified Head	15.4	202	124	\$3,111	\$3,235	\$3,359	\$3,483	\$3,607	\$3,855	\$4,103	\$4,351
	Modified Assistant	14.4	202	124	\$2,909	\$3,033	\$3,157	\$3,281	\$3,405	\$3,653	\$3,901	\$4,149
<b>Volleyball</b>	Varsity Head	18	202	160	\$3,636	\$3,796	\$3,956	\$4,116	\$4,276	\$4,596	\$4,916	\$5,236
	Varsity Assistant	14.4	202	137	\$2,909	\$3,046	\$3,183	\$3,320	\$3,457	\$3,731	\$4,005	\$4,279
	JV Head	15.3	202	137	\$3,091	\$3,228	\$3,365	\$3,502	\$3,639	\$3,913	\$4,187	\$4,461
	Freshman Head	14	202	124	\$2,828	\$2,952	\$3,076	\$3,200	\$3,324	\$3,572	\$3,820	\$4,068
	Modified Head	13.5	202	124	\$2,727	\$2,851	\$2,975	\$3,099	\$3,223	\$3,471	\$3,719	\$3,967
<b>Wrestling</b>	Varsity	23	202	160	\$4,646	\$4,806	\$4,966	\$5,126	\$5,286	\$5,606	\$5,926	\$6,246
	Varsity Assistant	18.4	202	137	\$3,717	\$3,854	\$3,991	\$4,128	\$4,265	\$4,539	\$4,813	\$5,087
	Modified Head	17.3	202	124	\$3,495	\$3,619	\$3,743	\$3,867	\$3,991	\$4,239	\$4,487	\$4,735
	Modified Assistant	16	202	124	\$3,232	\$3,356	\$3,480	\$3,604	\$3,728	\$3,976	\$4,224	\$4,472
<b>Equipment Handler</b>		12.8	202	160	\$2,586	\$2,746	\$2,906	\$3,066	\$3,226	\$3,546	\$3,866	\$4,186
<b>Certified Athletic Trainer</b>		15.3	202	160	\$3,091	\$3,251	\$3,411	\$3,571	\$3,731	\$4,051	\$4,371	\$4,691

<b>First Aider</b>		13.3	202	160	\$2,687	\$2,847	\$3,007	\$3,167	\$3,327	\$3,647	\$3,967	\$4,287
<b>Weight Room Supervisor</b>		12.9	202	160	\$2,606	\$2,766	\$2,926	\$3,086	\$3,246	\$3,566	\$3,886	\$4,206
<b>HS/MS Intramurals</b>	Non-Sport Specific*	5.4	202	87	\$1,091	\$1,178	\$1,265	\$1,352	\$1,439	\$1,613	\$1,787	\$1,961
<b>Elementary After School</b>	Intramurals	3.5	202	87	\$707	\$794	\$881	\$968	\$1,055	\$1,229	\$1,403	\$1,577

\*Number of sections to be determined at the discretion of the Athletic Director

## Section F - Extra-Curricular Supervision

1. Supervision of all home/away interscholastic freshman, JV or varsity games for which chaperones are required including, but not limited to, football, basketball, wrestling, lacrosse, ice hockey, and soccer shall be on a voluntary basis only. Supervision includes monitoring crowds, parking lots and/or surrounding grounds during said function. Members performing supervision will be compensated at the rate of \$25 per hour. The extra-curricular supervision coordinator will be compensated at a rate of \$126 per game.

Volunteers from the bargaining unit shall fill these assignments. The method of selection shall be as follows: The Administration shall notify the staff of the need for volunteers to supervise any of the above events and shall provide explanations of the type, location and duration of the assignments. A representative of the NCTA and the administration will draw volunteers' names and a list shall be prepared by lot on a rotating basis, with switching of assignments permitted for one (1) week; switching to be completed one (1) week prior to the first game of the season. When an additional supervisor is needed for a specific event, the extra-curricular supervision coordinator will ask the next person on the rotation to fill the need. If the above positions cannot be filled by NCTA members, positions may be filled with people from outside the bargaining unit.

2. To assure that the extra-curricular programs of the District are maintained at a high level of quality, teachers are encouraged to participate in such activities. These programs should be supervised by members of the bargaining unit whenever possible. It is recognized, however, that no bargaining unit member will be required to accept an extra-curricular position.
3. All Board approved, extra-curricular positions listed in this contract will be posted annually in each school building on the accepted NCTA bulletin board and electronically on the District's internet site by May 15. The posting will include the base rate of compensation for each position. Coaching positions will be posted each season (Fall/Winter/Spring) by the following dates and/ or upon the resignation of a coach during the school year.

Fall Season:	April 1
Winter Season:	June 1
Spring Season:	December 1

The district may offer the position to persons outside of the bargaining unit only in the event that no bargaining unit member applies for the vacant position within two weeks of the posting.

Current advisors of extracurricular programs and coaches of athletic teams shall be granted a preference for the next annual appointment provided their supervision of the program and/or coaching is deemed satisfactory by the administrator assigned to oversee that program.

These advisors and coaches of athletic teams will inform the appropriate administrator of their intent to continue in their position two weeks prior to the posting date described above. These positions will then be listed as "encumbered" on the posted list of extra-curricular and coaching positions. In the event that advisor or coach chooses not to continue in the assignment, the position will then be listed as "vacant" on the posted list of positions.

Any member of the bargaining unit may apply for any of the positions whether "encumbered" or "vacant" but special consideration will be given to bargaining unit members who work in the building where the program will be conducted. When a member of the bargaining unit applies for a posted position, and is deemed by the supervisor to be more qualified than the individual currently filling the position, the applicant will be awarded the position. If more than one member of the bargaining unit applies for a vacant position, the administrator who oversees that program will make the decision as to who fills that position.

Only in the event that no bargaining unit member applies for a vacant position within two weeks of the posting may the District offer the position to persons outside the bargaining unit. Persons outside the bargaining unit may not apply for nor be appointed to "encumbered" positions.

In order to make extracurricular positions and coaching positions of athletic teams available to all members of the bargaining unit, no advisors or coaches of athletic teams are entitled to continuance.

The supervisor's decision as to who will be appointed to an advisor position or a coach of athletic teams shall not be subject to the grievance procedure, but an alleged procedure violation may be grieved.

4. Teacher-advisors of certain extra-curricular activities occurring beyond the hours of the regular school day will be paid in accordance with the list of activities and stipends to be found in the Article of this agreement concerning salaries.

### **EXTRA-CURRICULAR SALARY SCHEDULE**

In the event that positions become vacant during the period of this contract, a new stipend may be adjusted as agreed upon jointly by the District and NCTA negotiating teams.

<b>Extra-Curricular Salary Schedule</b>	<b>2022-2023</b>	<b>2023-2024</b>
<b>Elementary Schools</b>		
Single Theatrical Production (at least 5 weeks rehearsal)	1366	1366
Single Theatrical Production (at least 10 weeks rehearsal)	2735	2735
Technical Director- 5 weeks	248	248
Technical Director- 10 weeks	498	498
Character Education/Student Council (BC)	212	212
Musical Enrichment (BC)	212	212
Technology Enrichment (BC)	212	212
Walkers Club (BC)	212	212
Character Education/Student Council (BH)	212	212
Gardening Club (BH)	212	212
Musical Enrichment (BH)	212	212
Technology Enrichment (BH)	212	212
Academic Enrichment (FF)	212	212
Character Education/Student Council (FF)	212	212
Musical Enrichment (FF)	212	212
Technology Enrichment (FF)	212	212
Character Education/Student Council (LR)	212	212
Dance Club (LR)	212	212
Musical Enrichment (LR)	212	212
Technology Enrichment (LR)	212	212
Character Education/Student Council (LO)	212	212
Musical Enrichment (LO)	212	212
Ski Club (LO)	212	212
Technology Enrichment (LO)	212	212
Character Education/Student Council (SG)	212	212

Musical Enrichment (SG)	212	212
Poetry Club (SG)	212	212
Technology Enrichment (SG)	212	212

	<b>2022-2023</b>	<b>2023-2024</b>
<b>Shaker Middle School</b>		
Adventure Club	543	543
Builder's Club	1358	1358
Junior Bison	560	560
<b>DRAMA:</b>		
Dramatic Production Director	2128	2128
Assistant to Director	1262	1262
Technical Director	1380	1380
<b>MUSICAL:</b>		
Musical Director	3214	3214
Vocal/Orchestra Teacher	3214	3214
Technical Director	2369	2369
<b>MUSICAL THEATRE:</b>		
Backstage/Props Managers (3 positions)	854	854
Choreographer	604	604
Rehearsal Accompanist	737	737
Producer	1248	1248
Sound	407	407
Lights	407	407
Costume Coordinator	587	587
Artistic Designer	572	572
Pit Conductor	572	572
Make-up Coordinator	254	254
Scherzo	2268	2268
Select Band	2268	2268
Select Chorus	2268	2268
Jazz Ensemble	2268	2268
Peer Mediation Coordinator	802	802
School Store	947	947
Ski Club Advisor	821	821
Stock Market Club	560	560
Student Council Advisor	1992	1992
Talent Show Director	1039	1039
Yearbook Advisor	3478	3478
Advisory Coordinator(s)*	698	698
*to be appointed by building principal		
Morning Announcements	743	743

Perfect Pals	530	530
Green Team	318	318
Treble Makers	2268	2268
Math Club	424	424
Coding Club	185	185
GSA	185	185
Spanish Club	185	185
German Club	185	185
French Club	185	185
Russian Club	185	185
Robotics Club	300	300
Change Makers Club	300	300
Curious & Creative Club	300	300
Open Source Computer Club	300	300
Siena College Student Help Club for ELLs	300	300
Anime Club	300	300
Fantasy Problem Solver Club	300	300
Page Turners Book Club	300	300
	<b>2022-2023</b>	<b>2023-2024</b>
<b>Shaker Senior High School</b>		
AFS Advisor (for Exchange Coordinator)	1411	1411
Amnesty International	419	419
Best Buddies	589	589
Business Club	1298	1298
Chess Club	424	424
<b>CLASS ADVISOR:</b>		
Freshman	1258	1258
Sophomore	1258	1258
Junior	2045	2045
Senior	2817	2817
Color Guard Director	623	623
Crew Advisor	501	501
Crew Coach	1003	1003
Debate Society Advisor	4321	4321
English Council	604	604
Environmental Club	419	419
Fantasy Problem Solving	354	354
Flute Choir	589	589
Shaker Friends Bowling	1012	1012
Future Career & Community Leaders of America	467	467
Key Club Advisor	4932	4932
International Club	1298	1298

Jazz Band	2448	2448
Jazz Ensemble Director	6237	6237
Literary Magazine Advisor(s)	2162	2162
Art Advisor	505	505
Marching Band Director	1574	1574
Marching Band Assistant Director	363	363
Math Club	604	604
Model United Nations Club Advisor	998	998
Modern Dance Advisor	1028	1028
National Honor Society Advisor	2458	2458
Newspaper Advisor	2453	2453
SADD	419	419
Science Olympiad	207	207
Select Chorus Director	6237	6237
Shaker Light & Sound Variety Show Advisor	1028	1028
Shaker Broadcasting	801	801
Shaker Robotics	1868	1868
Shaker Technical Director	3678	3678
<b>SHAKER THEATRE PROGRAM:</b>		
Director- Children's Program	915	915
Director- Musical	6484	6484
Director-Winter Production	3243	3243
Shaker Theatre Orchestra Conductor	2349	2349
Shaker Theatre Producer	2162	2162
Shaker Theatre Vocal Conductor	3243	3243
Ski Club Advisor	1411	1411
SOS Advisor	1456	1456
Student Government Advisor	4754	4754
Yearbook	7563	7563
African American History & Culture Club	505	505
Biology Club	432	432
Chamber Players	1152	1152
Clay Club	432	432
Figure Drawing Club	432	432
<b>LANGUAGE CLUB:</b>		
French Club	505	505
German Club	505	505
Latin Club	505	505
Russian Club	505	505
Spanish Club	505	505
Shaker Forum	576	576
World of Difference	865	865
Close Up	361	361

Pep Band	1224	1224
Coding Club	219	219
Asian Student Club	202	202
Indian Student Club	202	202
Muslim Student Club	202	202
New Global Citizens	202	202
Puzzle League	202	202
YA Book Club	202	202
GLASS	785	785
SSAA (Female Chorus) Belle Vocce	116	116
Tri M Honor Society	222	222
<b>FOREIGN LANGUAGE EXCHANGE COORDINATOR</b>		
French	340	340
German	340	340
Russian	340	340
Spanish	340	340

Elementary: In 2021-2022 and 2022-2023, \$6000 designated for new positions/increases (\$1000 per building) if proposed by the elementary building principal and approved by the Superintendent

Middle School/HS: In 2021-2022 and 2022-2023, \$4000 designated for new position's/increases (\$2000 per building) if proposed by the school or middle school principals and approved by the Superintendent

## **ARTICLE XXIII**

### ***TEACHER ASSISTANTS***

Beginning with the July 1, 1995 contract, Teacher Assistants (hereafter referred to as TA) became part of the NCTA bargaining unit. There is a need to distinguish aspects of TA terms and conditions of employment from terms and conditions of other certificated members of this unit. This integration has caused a need for TA salary and benefits to be included in the printed contract.

The following ARTICLES of this contract shall apply, apply as amended or not apply as indicated to Teacher Assistants:

ARTICLE I. Shall apply except in Section C1, 2 substitute Director or Assistant Director for principal.

ARTICLE II. Shall apply.

ARTICLE III. Shall apply, except 7.

ARTICLE IV. Shall not apply, except Sections C.1 and C.5 shall apply.

ARTICLE V. Shall apply, Section A to read: Previous experience may be granted up to Step 2 and Section C, except Teacher Assistants are not eligible for sabbatical leave. Section C, as it concerns seniority, shall read as follows:

“Teacher Assistants shall have seniority within their assigned instructional level, i.e., elementary, middle school and senior high.”

Section D. 1 shall be amended to show a formula as follows: number of accumulated unused sick days minus (8.75 times years of service or 175, whichever is less) times \$15.00, and Section D.2 where the incentive shall be calculated as follows: number of years credited in the New York State Retirement System times \$50.83, to a maximum of \$1,525.00.

ARTICLE VI. Shall not apply, except Section E which shall be amended to read, “Teacher Assistants may be reassigned or transferred at the discretion of the District. A teacher assistant involuntarily transferred to another instructional level shall retain seniority at the new level.”

ARTICLE VII. Shall apply, except Section A.1 and Section B.2. The evaluation instrument currently in use will continue to be used.

ARTICLE VIII. Shall apply.

ARTICLE IX. Shall apply.

ARTICLE X. Shall not apply.

ARTICLE XI. Shall not apply.

ARTICLE XII. Shall apply Sections A, B and D, except that Teacher Assistants will contact their supervisory teacher rather than the Principal.

ARTICLE XIII. Shall apply.

ARTICLE XIV. Shall apply.

ARTICLE XV. Shall apply.

ARTICLE XVI. Shall apply.

ARTICLE XVII. Shall not apply.

ARTICLE XVIII. Shall apply.

ARTICLE XIX. Shall not apply.

ARTICLE XX. Shall not apply.

ARTICLE XXI. Shall apply.

ARTICLE XXII. Shall not apply.

ARTICLE XXIII. Refers to this section; shall apply.

ARTICLE XXIV. Shall apply.

ARTICLE XXV. Shall apply.

ARTICLE XXVI. Shall apply.

#### **OBLIGATIONS FOR TEACHER ASSISTANTS**

1. The working day of a teacher assistant will be that of the corresponding teacher at assigned grade level.
2. The responsibilities including supervision, cafeteria and other duties will be assigned to teacher assistants upon the discretion of the administrator up to and including the same level as other members of the bargaining unit.
3. In service workshop days will be attended on the same days as other members of the bargaining unit.
4. Evening, after school, faculty meetings, department meetings, and other obligations will be completed in conjunction with the supervising teacher according to the contract requirements of other members of the bargaining unit.
5. Teacher assistants may be expected to instruct groups or whole classes within and beyond the presence of the supervising teacher at the discretion of the supervising teacher and/or the principal who has final supervisory authority.
6. Teacher assistants shall obtain New York State certification within one (1) year of hiring and, in no event, shall obtain tenure without such certification.

Current teacher assistants who are tenured without certification shall have until January 1, 2001 to obtain New York State certification.

The following salary schedule shall apply to Teacher Assistants:

<b>STEP</b>	<b>2022 - 2023</b>	<b>2023 - 2024</b>
1	\$ 28,459	\$ 29,487
2	\$ 28,747	\$ 29,785
3	\$ 29,094	\$ 30,144
4	\$ 29,439	\$ 30,502
5	\$ 29,842	\$ 30,920
6	\$ 30,303	\$ 31,397
7	\$ 30,764	\$ 31,875
8	\$ 31,225	\$ 32,353
9	\$ 31,858	\$ 33,008
10	\$ 32,492	\$ 33,665
11	\$ 33,184	\$ 34,382
12	\$ 33,933	\$ 35,158
13	\$ 34,508	\$ 35,754
14	\$ 35,085	\$ 36,352

All step increases are effective as of July 1.

In 2022 - 2023, a longevity increase of \$4000 will be paid to all members upon the beginning of their 15<sup>th</sup> year (step 15). All members step 16 and higher will have a salary of Step 15 + \$4000

In 2023 – 2024, a longevity increase of \$4,500 will be paid to all members upon the beginning of their 15<sup>th</sup> year (step 15). All members step 16 and higher will have a salary of Step 15 + \$4500

## **ARTICLE XXIV**

### **OT/PT**

ARTICLE I. Shall apply except in Section C1, 2 substitute, “Director or Assistant Director of Pupil Services” for principal.

ARTICLE II. Shall apply.

ARTICLE III. Shall apply, except 7.

ARTICLE IV. Shall apply except C5 change C6 to read Assistant Director, Pupil Services.

Section F add “Any therapist or assistant hired after July 1, 1998 may be required to work two days per week of the six week summer school. Assignment will be divided evenly between assistants and the therapists unless by mutual consent one wishes to work more, if approved by the administration (one OT or COTA and one PT or PTA). Beginning the summer of 2000, all therapists and assistants may be required to work as stated above.

Beginning the summer of 2022, salary for summer work will be: OT/PT 1/200 BA Step 15 plus ten percent (10%) per day. If therapist is on the MA schedule, MA schedule will be used for purpose of computing summer salary.”

ARTICLE V. Does not apply, except Section D, and Section A to read: Previous experience in public schools, BOCES, approved private schools defined as full time salary for a major portion of the academic year will be granted full credit 1:1. For therapy experience in agency or hospital with school age, experience granted one year credit for every two years worked (1:2); for therapy in agency or hospital with adults, no credit granted.

ARTICLE VI. Shall not apply, except in Section E, which shall be amended to read, “therapists may be transferred or reassigned at the discretion of the district.”

ARTICLE VII. Section A change to “Probationary period will be in accordance with civil service procedures.” Change Section B4 to read “Evaluation of therapists shall be done pursuant to existing procedures.”

ARTICLE VIII. Shall apply.

ARTICLE IX. Shall apply.

ARTICLE X. Shall not apply.

ARTICLE XI. Shall not apply.

ARTICLE XII. Shall not apply. Except “When absence occurs, therapists shall contact elementary building principals in buildings to which they are assigned and the Assistant Director, Pupil Services”

ARTICLE XIII. Shall apply.

ARTICLE XIV. Shall apply.

ARTICLE XV. Shall apply and add “In the spirit of professionalism and conforming with guidelines for other groups covered in this contract, PT/OT are expected to give 30 days notice when terminating employment or be subject to a one week salary fine.”

ARTICLE XVI. Shall apply and add “While every effort will be made to provide adequate therapy and storage space, therapy will need to be provided in the space available in the buildings.”

ARTICLE XVII. Shall not apply except “Any challenges go through the CSE procedure.”

ARTICLE XVIII. Shall apply.

ARTICLE XIX. Shall not apply.

ARTICLE XX. Student therapists may be assigned based on the contractual agreement between the sponsoring educational institution and the North Colonie Central School District.”

ARTICLE XXI. Shall apply.

ARTICLE XXII. Therapists' Salary Schedule (Same as teachers)

ARTICLE XXIII. Shall not apply.

## **ARTICLE XXV**

### **COTA/PTA**

ARTICLE I. Shall apply except in Section C1, 2 substitute, "Director or Assistant Director of Pupil Services" for principal.

ARTICLE II. Shall apply.

ARTICLE III. Shall apply, except 7.

ARTICLE IV. Shall apply except C5. Change C6 to read Assistant Director , Pupil Services. Summer school requirements for PTA/COTA are the same as OT/PT. Salary for PTA/COTA will be 75% of that awarded to the OT/PT at the BA level.

ARTICLE V. Section A to read: "Previous experience may be considered up to Step 2."

Section B and C shall not apply

Section D shall apply with the following changes:

D1 Amount of compensation =  $(8.75 \times \text{years of service or } 175, \text{ whichever is less}) \times \$25$

D2 Incentive shall be calculated as follow: Number of years credited in NYS Retirement System x \$78.33, to a maximum of \$2,350.

ARTICLE VI. Shall not apply except Section E which shall be amended to read: "Assistants may be transferred or reassigned at the discretion of the district."

ARTICLE VII. Section A change to "Probationary period will be in accordance with civil service procedures." Change Section B4 to read "Evaluation of assistants shall be done pursuant to existing procedures."

ARTICLE VIII. Shall apply.

ARTICLE IX. Shall apply.

ARTICLE X. Shall not apply.

ARTICLE XI. Shall not apply.

ARTICLE XII. Shall not apply except "When absence occurs, therapists shall contact elementary building principals in buildings to which they are assigned and the Assistant Director, Pupil Services"

ARTICLE XIII. Shall apply.

ARTICLE XIV. Shall apply.

ARTICLE XV. Shall apply and add "In the spirit of professionalism and conforming with guidelines for other groups covered in this contract, PT/OT are expected to give 30 days notice when terminating employment or be subject to a one week salary fine."

ARTICLE XVI. Shall apply and add "While every effort will be made to provide adequate therapy and storage space, therapy will need to be provided in the space available in the buildings."

ARTICLE XVII. Shall not apply.

ARTICLE XVIII. Shall apply.

ARTICLE XIX. Shall not apply.

ARTICLE XX. Shall not apply.

ARTICLE XXI. Shall apply.

ARTICLE XXII. COTA/PTA Assistants' Schedule.

ARTICLE XXIII. Shall not apply.

ARTICLE XXIV. Shall apply.

ARTICLE XXV. Shall apply.

The following salary schedule shall apply to COTA/PTA:

STEP	2022 - 2023	2023 - 2024
1	\$ 38,275	\$ 39,480
2	\$ 39,432	\$ 40,674
3	\$ 40,475	\$ 41,750
4	\$ 41,517	\$ 42,824
5	\$ 42,443	\$ 43,780
6	\$ 43,196	\$ 44,557
7	\$ 44,064	\$ 45,452
8	\$ 44,991	\$ 46,408
9	\$ 46,033	\$ 47,484
10	\$ 47,075	\$ 48,558
11	\$ 48,175	\$ 49,693
12	\$ 49,508	\$ 51,067
13	\$ 50,723	\$ 52,321
14	\$ 55,240	\$ 56,980

All step increases are effective as of July 1.

In 2022 – 2023, a longevity increase of \$4,500 will be paid to all members upon the beginning of their 15<sup>th</sup> year (step 15). All members step 16 and higher will have a salary of Step 15 + \$4500

In 2023 – 2024, a longevity increase of \$5,000 will be paid to all members upon the beginning of their 15<sup>th</sup> year (step 15). All members step 16 and higher will have a salary of Step 15 + \$5000

## **ARTICLE XXVI**

### **MISCELLANEOUS PROVISIONS**

#### **Section A**

This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of both parties. Should there be contemplated any change in the written Board policy which affects wages, hours or any other condition of employment which is not covered by the terms of this Agreement, the Board will notify the Association in writing that it is considering such a change. The Association shall have the right to discuss such items with the Board provided it files a request with the Board within five (5) calendar days after receipt of said notice.

#### **Section B**

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

#### **Section C**

Any individual arrangement, agreement or contract between the Board and any individual teacher, hereafter executed, shall be expressly made subject to and consistent with the terms of this agreement. None of the provisions of this agreement shall be retroactive.

#### **Section D**

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

#### **Section E**

Copies of this agreement shall be printed at the expense of the Board and as soon as possible after the ratification of this agreement by both parties thereto and given to all teachers now or here after employed by the Board. The Association shall be given thirty (30) copies of the agreement.

## **Section F**

Each elementary school faculty shall participate in decisions in areas that affect only that school, such as classroom parties, assembly programs and extra-curricular activities, within district policy.

## **Section G**

There shall be scheduled in each school year four (4) extended days for the purposes of conducting department-wide meetings (Middle School, High School, K-12 Departments). Such meetings shall commence at 2:30 p.m. and shall not extend past 4:30 p.m. The extended days shall be identified in the District calendar each year. These days shall satisfy the monthly department meeting obligations for the month that the extended day is scheduled. The extended days shall count towards CTLE hours, when deemed appropriate by the District.

For the 2017 – 2018 school year, only two extended days shall be scheduled in accordance with the above, with such days to be scheduled in the second semester.

In developing the annual school calendar, the Superintendent shall submit the annual calendar to the Executive Committee of the Association, through the President, prior to February 15. The Association shall have the right to make recommendations to the Superintendent by March 1 for consideration in the finalizing of the calendar.

The first day of teacher attendance shall be the day after Labor Day. The last day of teacher attendance shall be the Regents Rating Day. Members of the bargaining unit will work no more than 185 days and will not be in attendance the day before Thanksgiving. In the event that the state and/or federal mandated number of days cannot be achieved without the day before Thanksgiving being a school day, the N.C.T.A. president and the Superintendent will meet to mutually agree upon a calendar which will meet the mandated number of days.

If in any given year the District is only able to schedule 182 days (178 student attendance days and 4 conference days) based on the parameters outlined in this Article, the day before Thanksgiving will be a day of instruction. In this situation only, if there are unused snow days, the District will extend the Memorial Day weekend to include the Friday before Memorial Day.

In the event that more than 180 days are mandated by state or federal authority, the Association shall have the right to open this collective bargaining agreement to renegotiate salary and/or other benefits. If the Association chooses to exercise this right, written notification will be provided to the Superintendent and the Board of Education.

## **Section H**

Generally, members of the bargaining unit do not have to report on days that schools are closed or delayed as authorized by the Superintendent or their designee. If a school or schools are closed early, the members of the bargaining unit in the affected school(s), may, depending on the circumstances, be dismissed upon the discretion of the Superintendent and building principal.

In the event of emergency closing of the schools requiring makeup days, teachers shall have a voice in determining the scheduling of such days.

## **Section I**

Each principal will be responsible for drawing up plans for evacuating the building, utilizing district staff. The principal will also be responsible for conducting a search, utilizing any predetermined volunteers from the district staff and such other personnel (police, fire, etc.,) as it may be deemed necessary to call in under the particular circumstances.

## **Section J**

The District Staff Development Committee, in addition to planning specific staff development courses and coordinating and/or planning programs for presentation during Superintendent's Conference Days, will investigate and make recommendations designed to make the position of teaching more professional and rewarding.

## **Section K**

The District and all members of the bargaining unit are required to comply with all regulations of the New York State Teachers Retirement System and/or the New York State Employees Retirement System.

# **ARTICLE XXVII**

## **DUES DEDUCTION**

### **Section A**

The Board of Education of North Colonie Central School District agrees to deduct, from the salaries of its employees, dues for the North Colonie Teachers' Association, and any organization with which it is affiliated, as said teachers individually and voluntarily authorize the Board to deduct and to transmit the monies to such association or associations. Teacher authorizations shall be in writing in the form set forth below:

## **PAYROLL DEDUCTION AUTHORIZATION**

Social Security Number \_\_\_\_\_

Last Name \_\_\_\_\_ F. \_\_\_\_\_ M. \_\_\_\_\_

District Name \_\_\_\_\_

Organization \_\_\_\_\_

To the Board of Education:

I hereby authorize you according to arrangements agreed upon with the above organization, to deduct from my salary and transmit to said organization dues as certified by said organization. I hereby waive all right and claim to said monies so deducted and transmitted in accordance with this authorization and relieve the Board of Education and all its officers from any liability therefore. I revoke any and all instruments heretofore made by me for such purposes. This authority shall remain in full force and effect for all purposes while I am employed in this school system, or until revoked by me in writing between September 1st and September 15th on any given year.

Member Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### **Section B**

The associations named in Section A above shall certify to the Board in writing the current rate of its membership dues. The association which shall change the rate of its membership dues shall give the Board thirty (30) days' notice prior to the effective date of such change.

### **Section C**

Effective July 1, 1981, the North Colonie Central School District shall deduct from the salary of employees in the bargaining unit who are not members of the North Colonie Teachers' Association an amount equivalent to the dues levied by the NCTA and shall transmit the sum so deducted (agency shop fee deduction) to the NCTA in accordance with Chapters 677 and 678 of the Laws of 1977 of the State of New York.

The NCTA affirms that it has adopted the procedure for refund of agency shop fee deduction as required in Section 3 of Chapters 677 and 678 of the Laws of 1977 of the State of New York.

The agency shop fee deduction shall be made pursuant to the procedures applicable for regular dues check-off except as may otherwise be mandated by law.

## **Section D**

The Board of Education shall transmit monthly the amount deducted to the North Colonie Teachers' Association.

## **Section E**

Any NCTA member may have a specified amount deducted from each paycheck, to be deposited in the NCTA Vote/Cope Fund. Such contributions shall be transmitted to the NCTA in the same manner as the NCTA dues deduction. Member authorization shall be in writing on a form provided by the Association. Withdrawal of such authorization shall be according to Section A above.

## **Section F**

Effective July 1, 2004, the District will participate in the New York State United Teachers (NYSUT) payroll deduction plan.

## **ARTICLE XXVIII**

### **DURATION OF AGREEMENT**

This contract shall be effective as of July 1, 2022 and shall continue in effect through June 30, 2024 subject to reopening as follows:

In the event that either party wishes to amend this agreement, notice may be given by November 15, 2023. Negotiations concerning such proposed amendments shall proceed in accordance with the provisions of Page ii and iii of this agreement. Amendments resulting from such negotiations shall take effect beginning the following July 1 or at such other time as may be mutually agreeable to the parties.

NORTH COLONIE TEACHERS'  
BY:

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Scott Dolan

Date

NORTH COLONIE CENTRAL SCHOOL DISTRICT  
BY:

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D. Joseph Corr

Date

## EXHIBIT 1

**NORTH COLONIE CENTRAL SCHOOL DISTRICT  
Latham, New York**

Dear

It has come to our attention that you have some objection to

According to our agreement with the North Colonie Teachers' Association, a procedure has been established to provide for requests for reconsideration of materials and/or methods. The enclosed form is part of this procedure. We would appreciate your completing it and returning it to \_\_\_\_\_  
\_\_\_\_\_ at your earliest convenience. You may be sure that this request will receive serious consideration and that you will be kept fully informed as to the result.

Sincerely yours,

## Superintendent of Schools

NORTH COLONIE CENTRAL SCHOOL DISTRICT  
Latham, New York

REQUEST FOR REVIEW OF MATERIALS UTILIZED

REQUEST INITIATED BY:

NAME:

ADDRESS:

TELEPHONE NO.:

DATE:

Specific information about materials(s) to be reviewed:

_____	Textbook	_____	Library Material
		Author	_____
		Title	_____
_____	Other (be specific)		

1. To what do you object? (Please be specific)
2. Did you read /view the entire piece of material?  
What parts?
3. Further comments:

\_\_\_\_\_  
Signature

NORTH COLONIE CENTRAL SCHOOL DISTRICT  
Latham, New York

***REQUEST FOR REVIEW OF METHODS UTILIZED***

REQUEST INITIATED BY:

NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

TELEPHONE NO.: \_\_\_\_\_  
DATE: \_\_\_\_\_

Specific information about method to be reviewed:

1. To what do you object? (Please be specific)

2. Further comments:

---

Signature

## **EXHIBIT 2**

### ***STATEMENT OF PURPOSE***

The North Colonie Teachers Association and the District agree that the purpose of evaluation is to improve instruction. It is also agreed that evaluation is most successful when it is positive and constructive. Accordingly, the attached evaluation instrument was jointly developed by the NCTA and the District to enable an administrator to acknowledge the efforts, contributions, and successes of each teacher and to make suggestions and recommendations. This evaluation will also allow each teacher, as a professional, to reflect upon their accomplishments and focus on goals to improve instruction for the following school year.

The descriptors listed under each of the categories in the following evaluation are qualities and standards that make a North Colonie teacher effective and successful. An evaluator does not need to address each descriptor. Some possible examples of additional considerations that the evaluator may employ to commend a teacher or to describe performance that is unsatisfactory are found in the attached Additional Considerations Bank.

If, for any category, the "Unsatisfactory" line is checked, the evaluator will reiterate reasons for the rating. Except in an extreme case, the teacher will have prior knowledge of the areas that are unsatisfactory and, when possible, will have had the opportunity to correct them.

If the overall evaluation indicates that a Teacher Improvement Plan (T.I.P.) as described in ARTICLE VII – Section B 6, is required, a formal plan will be developed by both the teacher and the supervisor.

## TEACHER EVALUATION

### A. Teaching Skills

#### 1. Content Knowledge – considerations

- Demonstrates initiative and independence in developing a thorough knowledge of content
- Provides thoughtful and accurate responses to student questions
- Demonstrates current knowledge of subject including what is taught in preceding and subsequent levels
- Uses a variety of sources to enhance content knowledge and willingly shares with colleagues
- Has knowledge of NYS Standards and curriculum

What evidence is there that the teacher demonstrated content knowledge?

Comments:

#### 2. Classroom Techniques and Procedures – considerations

- Applies and follows NYS Standards in curriculum and instruction
- Sets a positive tone, maintains a positive learning environment, establishes rapport, and responds constructively to students
- Utilizes entire instructional time effectively (time on task)
- Develops lesson plans that reflect evidence of thoughtful planning
- Includes multiple and purposeful activities that teach to the objective
- Uses variety of methods and sources to differentiate instruction
- Regularly engages students
- Instruction is closely linked with assessment
- Monitors and adjusts instruction when necessary
- Uses meaningful and purposeful homework assignments when appropriate
- Uses novel and innovative strategies to enhance student learning

What evidence is there that classroom techniques and procedures are effective?

Comments:

### **3. Pupil Success - considerations**

- Multi-year trends indicate that students regularly meet expectations on state, local, and standardized assessments
- Within their capacity, students demonstrate good study skills, problem solving skills, and good citizenship
- Within their capacity, students exhibit mastery of content knowledge through daily work and multiple assessments
- Within their capacity, students understand both real life and interdisciplinary applications of subject matter

What evidence is there of pupil success?

Comments:

### **4. Classroom Management – considerations**

- Anticipates issues and concerns to facilitate learning
- Positively reinforces students
- Avoids unnecessary confrontation with students
- Manages classroom by keeping students focused, motivated, and on task
- Actively listens to students
- Establishes clear and consistent expectations that promote good citizenship
- Removes student from instructional setting only when the learning environment is seriously disrupted
- Understands when to consult with colleagues, administrators, and parents and does so in a timely manner

What evidence is there of effective classroom management?

Comments:

**B. Relationships with others:**

**1. Teacher/Pupil - considerations**

- Encourages individual student development of a positive self image
- Is accessible and provides extra help
- Uses knowledge of student's background to establish rapport and to support the student
- Encourages students to seek extra help when appropriate
- Recognizes and considers students' ideas and feelings
- Involves him/herself in the life of the school beyond the classroom

What evidence is there of positive teacher/pupil relationships?

Comments:

**2. Teacher/Colleague - considerations**

- Professional decorum with colleagues is evident; practices and encourages mutual respect
- Shares materials, ideas, and information with colleagues
- Provides direction and assistance to support personnel, paraprofessionals, and colleagues to facilitate student success
- Opinion on professional matters is sought and used by colleagues

What evidence is there of professional teacher/colleague relationships?

Comments:

### **3. Teacher/Supervisor/Administrator - considerations**

- Communicates regularly with supervisor
- Professional decorum with supervisor is evident; practices and encourages mutual respect
- Reacts professionally to suggestions and implements accordingly
- Comes prepared for meetings and participates constructively
- Submits paperwork in a timely manner
- Keeps written records up to date
- Follows department, school, and District policies and procedures

What evidence is there of professional teacher/supervisor/administrator relationships?

Comments:

### **4. Teacher/Parent - considerations**

- Is professional, proactive, and timely in making parental contacts
- Communicates effectively, is accessible, and finds ways to include parents appropriately
- Makes helpful, meaningful suggestions to benefit the student

What evidence is there of professional teacher/parent relationships?

Comments:

### **C. Educational Professionalism - considerations**

- Participates in school/District curriculum or professional committees
- Willingness to participate in mentor or other professional programs to assist colleagues
- Participates in related professional organizations
- Participates in department, District, and school professional development activities and follows through accordingly
- Exhibits professional response appropriate to the situation
- Employs sound professional judgement regarding school related matters
- Exhibits appropriate dress and appearance
- Uses professional and appropriate language and grammar
- Consistently represents the teaching profession in a positive manner
- Regularly attends PTA and hall-parent meetings, faculty, special department, curriculum, IEP and professional meetings.
- Assists in some student functions beyond the school day.

What evidence is there of educational professionalism?

Comments:

### **D. Attendance**

This evaluation includes attendance data for September – April of current year and May and June of previous year (includes all absences except religious and school business). Administrators should note any extenuating circumstances.

**E. Professional Goals/Recommendations**

Was the teacher successful in achieving professional goals related to District/building/department instructional objectives for this year? Based on this evaluation what are the recommendations for the teacher to include in the development of professional goal(s) for next year?

Employment Recommendation for untenured staff:

Should s/he be reappointed for a second year? \_\_\_\_\_ third year? \_\_\_\_\_

Overall statement:

Teacher's performance is satisfactory or above \_\_\_\_\_ or unsatisfactory \_\_\_\_\_. If unsatisfactory, the administrator and the teacher will develop a Teacher Improvement Plan (T.I.P.) to address specific areas in need of improvement.

## CLASSROOM TECHNIQUES AND PROCEDURES

### **Exemplary:**

- Consistently capitalizes upon a variety of classroom activities (whether planned or spontaneous) to reinforce and individualize the lesson
- Proactively makes him/herself aware of various learning styles of their class. Through observing, monitoring, and adjusting the teacher consistently incorporates current best practices to reinforce and individualize the lessons.

### **Unsatisfactory:**

- Little or no evidence of requested change in methodology
- Evidence indicates lack of or inconsistency in follow through on department, grade level initiatives
- Lessons are not reflective of differentiated instruction, monitoring, or adjusting lessons

## PUPIL SUCCESS

### **Exemplary:**

- Readily reviews/utilizes student data to enhance instruction and improve student success
- Inspires and motivates students to become independent learners
- Multi-year trends indicate that students achieve well above expectations on state, local, and/or standardized assessments

### **Unsatisfactory:**

- Multi-year trends indicate that students do not meet expectations on state, local, and standardized assessments
- Does not utilize assessment data from supervisor, or other student information to improve instruction

## CLASSROOM MANAGEMENT

**Exemplary:**

- Exhibits extraordinary competence in the development and implementation of effective classroom management strategies
- Is proactive and anticipates management needs and shares ideas with colleagues and supervisor(s)

**Unsatisfactory:**

- Little or no evidence of change in class room management techniques, as requested
- Repeatedly engages in unnecessary confrontations with student(s)
- Evidence indicates lack of classroom management. i.e., disruptive classroom, uses disciplinary referrals absent of Fosters implementation of self-discipline, other disciplinary interventions enabling an exceptional learning atmosphere to be maintained

## TEACHER/PUPIL RELATIONSHIPS

**Exemplary:**

- Finds ways to get students to come to extra help sessions
- Advocates strongly for individuals and groups of students
- Actively involved in student activities

**Unsatisfactory:**

- Rarely takes an interest in students and/or student activities
- Is not proactive in requiring students to come in for extra help
- Handles feedback from students in a defensive/inappropriate manner

## TEACHER/COLLEAGUE RELATIONSHIPS

**Exemplary:**

- Fosters positive, creative problem solving to produce a win/win solution
- Takes a leadership role in helping colleagues work effectively with support staff
- Mentors colleagues either formally or informally

**Unsatisfactory:**

- Engages in unnecessary conflicts with colleagues
- Makes comments that are detrimental to the problem solving process
- Is critical of others and their ideas, in a negative way

## **TEACHER/SUPERVISOR/ADMINISTRATOR RELATIONSHIPS**

### **Exemplary:**

- Is proactive and insightful in establishing and continuing regular communication with administrator
- Initiates follow-up discussion providing feedback to administrator on the implementation of administrator's suggestions
- Demonstrates leadership during staff, department, and parent meetings
- Leadership evident in assisting with and following school policies

### **Unsatisfactory:**

- Does not communicate with administrator(s), either verbally or in writing, in a timely manner
- Does not follow up on constructive feedback, and/or becomes defensive when receiving constructive criticism
- Demonstrates lack of knowledge or follow through on school policies, procedures, or programs

## **TEACHER/PARENT RELATIONSHIPS**

### **Exemplary:**

- Is persistent and proactive in making parent contacts; follows up on parent contacts
- Assists parents in becoming a strong educational advocate for their child
- Receives positive, unsolicited parent comments

### **Unsatisfactory:**

- Does not contact parents in a timely manner or fails to respond to parental concerns/requests
- Engages in unnecessary, unproductive negative discussion(s) with parents or exacerbates the problem

## EDUCATIONAL PROFESSIONALISM

### Exemplary:

- Provides a leadership role in the process of 'staying current' in their field
- Participates in District committees and/ or course work with effective results
- Participates as an instructor, presenter, or leader in staff development and professional activities

### Unsatisfactory:

- Inadequate or inconsistent implementation or follow through on professional development activities
- After being reminded, fails to attend or shows minimal participation in department, school, and other professional activities
- Emotional responses are consistently not appropriate to the magnitude of the situation
- Misses meetings or contributes in a negative manner

NOTE: When offering "exemplary" or "unsatisfactory" statements, the evaluator should, where possible, indicate the frequency or in some way make reference to the extent.

## PROVISIONS OF TAYLOR LAW

THE FOLLOWING PROVISIONS OF THE TAYLOR LAW ARE MANDATORY IN ALL AGREEMENTS NEGOTIATED AFTER APRIL 1, 1969:

“S204-a. AGREEMENTS BETWEEN PUBLIC EMPLOYERS AND EMPLOYEE ORGANIZATIONS.

1. ANY WRITTEN AGREEMENT BETWEEN A PUBLIC EMPLOYER AND AN EMPLOYEE ORGANIZATION DETERMINING THE TERMS AND CONDITIONS OF EMPLOYMENT OF PUBLIC EMPLOYEES SHALL CONTAIN THE FOLLOWING NOTICE IN TYPE NOT SMALLER THAN THE LARGEST TYPE USED ELSEWHERE IN SUCH AGREEMENT.

‘IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISIONS OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.’

2. EVERY EMPLOYEE ORGANIZATION SUBMITTING SUCH A WRITTEN AGREEMENT TO ITS MEMBERS FOR RATIFICATION SHALL PUBLISH SUCH NOTICE, INCLUDE SUCH NOTICE IN THE DOCUMENTS ACCOMPANYING SUCH SUBMISSION AND SHALL READ IT ALOUD AT ANY MEMBERSHIP MEETING CALLED TO CONSIDER SUCH RATIFICATION.

3. WITHIN SIXTY DAYS AFTER THE EFFECTIVE DATE OF THIS ACT, A COPY OF THIS SELECTION SHALL BE FURNISHED BY THE CHIEF FISCAL OFFICER OF EACH PUBLIC EMPLOYER TO EACH PUBLIC EMPLOYEE. EACH PUBLIC EMPLOYEE EMPLOYED THEREAFTER SHALL, UPON SUCH EMPLOYMENT BE FURNISHED WITH A COPY OF THE PROVISIONS OF THIS SECTION.”