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**Contract Database Metadata Elements**

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Union: **South Colonie Teaching Assistants, South Colonie Teachers Association**

Local:

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**Agreement**

**Between**

**South Colonie Teachers' Association**

**And**

**The Superintendent of**

**South Colonie Central School District**

**For Teaching Assistants**

**July 1, 2010 – June 30, 2013**



# AGREEMENT

by and between

**South Colonie Central School District  
and  
South Colonie Teachers' Association**

South Colonie Central School District does not discriminate on the basis of gender, race, color, national origin, handicap or age. Inquiries concerning this policy of equal opportunity should be made to the Title IX and Section 504 Coordinator, 102 Loralee Drive, Albany, NY 12205.

## **ARTICLE 1: RECOGNITION**

The South Colonie Central School District recognizes the South Colonie Teachers' Association as the exclusive bargaining agent for a unit consisting of all full-time and part-time Teaching Assistants.

## **ARTICLE 2: DEFINITIONS**

- A. Assistant Superintendent-Assistant Superintendent for Management Services or Director of Human Resources, unless otherwise specified;
- B. Association or Teachers' Association-The South Colonie Teachers' Association;
- C. Association President -The Association President is the President of the South Colonie Teachers' Association;
- D. Board or Board of Education-The Board of Education of the South Colonie Central School District;
- E. Teaching Assistant Representative -A member of the teaching assistant unit;
- F. Executive Board-The legislative body of the South Colonie Teachers' Association;
- G. School District, South Colonie, District-All will herein mean South Colonie Central School District;
- H. Superintendent-The Superintendent of Schools of this district.

## **ARTICLE 3: NEGOTIATION PROCEDURES**

- A. Items covered in the written agreement are not subject to further negotiation or modification during the period covered by the Agreement unless the parties to this Agreement agree in writing to re-open for negotiation or modification a particular item or items.

- B. The Association and the Superintendent, or designee, agree to meet during the first week in February to discuss negotiation procedures. The Association and the Superintendent agree that the first negotiation session should be held by February 15 and that each party will make every effort to be ready by February 15 or a mutually agreeable date thereafter, but in no event later than April 15. All issues proposed for negotiation or discussion shall be simultaneously submitted in writing by the Association and the Superintendent at the first negotiating session. Counter proposals may be made at subsequent meetings. The parties may change their positions from time to time.
- C. Neither party in any negotiation shall have any control over the selection of 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 the necessary power and authority to make proposals, and reach compromises in the course of negotiations.

#### **ARTICLE 4: GRIEVANCE PROCEDURES**

These procedures are designed not only to meet the requirement of the law, but also in the sincere belief that they will help to continue and improve the harmonious and cooperative relationship which has existed since the organization of the District among employees of the District, its administrative personnel, and the Board of Education. Although the Board of Education has the legal responsibility for the operation of the school program and all decisions relating thereto, it must by necessity delegate the administration to personnel with varying levels of authority. Consequently, it is important that as many problems as possible be settled at the earliest level possible.

##### **A. 1. Definition of "grievance"**

A grievance is a claim based upon an event or condition which affects the terms and conditions of employment of a teaching assistant or group of teaching assistants and/or the interpretation or meaning of any of the provisions of this Agreement or any subsequent Agreement entered into pursuant to this Agreement. The term "grievance" shall not apply to any matter for which a method or review is prescribed by law or by any rule or regulation of the State Commissioner of Education having the force and effect of law.

##### **2. Right of Grievance**

Every Teaching Assistant shall have the right to present grievances in accordance with the procedures established by this Article, free from interference, coercion, restraint, discrimination, or reprisal.

##### **B. Procedure**

###### **1. Informal Discussion**

Teaching Assistants are urged to discuss problems which arise with the appropriate administrator in order that as many problems as possible are solved on an informal basis.

###### **2. In all steps, the person(s) initiating the grievance is to be present at all meetings to discuss the grievance.**

### **Step 1**

The grievance, stated in writing (see Appendix for Grievance Form), must be submitted in duplicate to the Principal of the school in which the grievance arises.

1. A grievance may be lodged and thereafter discussed with the Principal:
  - a. By the Teaching Assistant(s) initiating the grievance.
  - b. By the Teaching Assistant(s) initiating the grievance accompanied by an Association representative.
  - c. By an Association representative in the name of the Association if the grievance directly affects four or more Teaching Assistants.
2. Within ten days of receiving the grievance, the Principal shall state a decision in writing together with the supporting reasons, and shall return both copies of the original grievance to the Association Grievance Chairperson.

### **Step 2**

Within ten days after receiving the decision of the Principal, the Association may appeal the decision by submitting both copies of the original grievance to the Superintendent's designee (who shall be a member of the professional staff), who shall give the Association the opportunity to be heard within fifteen (15) days after delivery of the appeal and shall communicate a decision in writing together with the supporting reasons and both copies of the original grievance to the Association Grievance Chairperson within ten (10) days after the hearing on appeal.

### **Step 3**

If, no later than five (5) days after the hearing by the Superintendent or a designee (who shall be a member of the professional staff) in a complaint by the Association involving interpretation or application of an alleged violation of the terms and conditions of this agreement, a decision is not reached, the dispute will be submitted to arbitration under the rules of the American Arbitration Association. The parties agree to accept the arbitrator's award as final and binding upon them. The parties further agree to divide all common expenses of arbitration equally.

- C. 1. If a grievance arises from the action of an authority higher than the principal of the school, the Association may present such grievance at the appropriate step of the grievance procedure.
2. If any grievance is submitted to an administrator who is not empowered to act upon it, it will be passed upward within one school day until it reaches the person who is empowered to act.
- D. 1. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit lodging an appeal at the next step of this procedure within the time allotted had the decision been given. Failure to appeal a decision within the specified time limits shall be deemed an acceptance of the decision.
2. The time limits specified in this procedure may be extended or shortened, in any specific instance, by mutual agreement in writing.
3. Every attempt shall be made to prevent a grievance from extending to any new school year.

- E. District copies of grievance proceedings shall be kept in a separate file not included in any personnel records. No record of any grievance proceeding shall be shown or sent to non-School District personnel without the consent of the Teaching Assistant(s) involved.
- F. A grievance must be filed within thirty (30) school days after the occurrence of the event(s) upon which the grievance is based. Any grievance not filed within this time limit will not be considered.

#### **ARTICLE 5: WORK DAY AND WORK YEAR**

- A.1. Teaching Assistants in the South Colonie Central School District will be responsible to the administration in the performance of their professional responsibilities.
- 2. The work year for the Teaching Assistants will be the teacher attendance year. Any days beyond the teacher attendance year will be compensated at the per diem rate of 1/200 of the annual salary.
- 3. The normal workday for a full time Teaching Assistant shall be 7 hours.
- 4. Extra-curricular and co-curricular duties will be paid for according to the Board of Education approved rate.
- 5. All work and lunch breaks will be in compliance with New York State Labor Law and its regulations.

#### **B. Duties**

- 1. Teaching Assistant duties shall be pursuant to New York State Education Law and the Commissioner's Regulations.
- 2. Teaching Assistants will not be required to meet the medical needs of medically fragile students unless they have received appropriate training to do so.
- 3. A Teaching Assistant shall not be responsible for cafeteria duty except in case of an emergency.

#### **ARTICLE 6: ABSENCES AND LEAVES**

The SCTA and Superintendent realize the impact of good attendance on the effective functioning of the school system. They affirm that good attendance patterns by Teaching Assistants is helpful for greater student learning. They therefore agree to the following leave provisions.

#### **A. Sick Leave**

Teaching Assistants may be absent without deduction of pay as follows:

- 1. For personal illness, 10 days in any school year, cumulative to a maximum of 300 days provided:

- a. That with the start of the fourth year of employment, a Teaching Assistant shall be granted an additional 30 days of sick leave.
  - b. Any employee who had worked for 10 continuous years in the district shall receive 20 additional days sick leave provided the maximum accumulation of 300 days is not exceeded.
  - c. That unused personal sick leave days shall be added to a Teaching Assistants' accumulated sick leave at the end of each school year, provided the maximum accumulation of 300 days is not exceeded.
2. When a Teaching Assistant is absent due to personal illness, the Teaching Assistant may be asked to present a certificate from a qualified physician upon return to work. Should a physical be requested, the expense shall be borne by the District if the examination is conducted by a District-designated physician.
  3. Any Teaching Assistant who spends less than a full year of employment shall only be entitled to one day per month of service in South Colonie. Should a Teaching Assistant coming under this provision have used more than the entitled sick leave, the Board shall make the appropriate deduction from the final paycheck of that Teaching Assistant.

#### **B. Sick Leave Reserve**

1. A Teaching Assistant during the first three years of employment in the District may draw upon sick leave reserve of up to 10 days in each year provided the Teaching Assistant's accumulated earned sick leave has been used up. Sick leave reserve days are not cumulative.
2. A Teaching Assistant may pay back reserve days voluntarily at any time from the accumulated earned sick leave days.
3. A Teaching Assistant beginning the fourth year of employment in the District who owes 5 or more reserve days must pay back from accumulated earned sick leave at least 5 days each year until the debt is paid up.
4. A Teaching Assistant who owes less than 5 reserve days must pay back what is owed in the fourth year of employment in the District.
5. A Teaching Assistant who leaves the District permanently and who owes reserve days to the District shall have a deduction made from the final paycheck to cover the number of reserve days owed.

#### **C. Teaching Assistant Sick Leave Bank**

In order to provide paid sick leave for tenured teaching assistants who have exhausted their accumulated sick leave due to prolonged, catastrophic or long term illness or injury (catastrophic illness or injury is defined as a life threatening or serious illness or disability requiring continuing treatment or a period of hospitalization), the South Colonie Central School District and the South Colonie Central School District Teaching Assistant Association hereby establish a Sick Leave Bank (SLB) pursuant to the following provisions:

1. Teaching assistants must be tenured in the unit by October 1<sup>st</sup> of each school year in order to be eligible to contribute to the Sick Leave Bank.
- ~~2. All teaching assistants shall contribute 2 days from their current sick leave accrual to the SLB. The member's accrual shall be reduced by the number of days contributed to the SLB. Contributions will occur on or about October 1. Assessed or contributed sick days are nonrefundable.~~
3. Members who obtain tenure after October 1<sup>ST</sup> shall contribute one sick leave day on the October 1 following the attainment of their tenure. If on the October 1 of any year after 2004 the Sick Leave Bank has fewer days in it than one half the number of members, each member shall be assessed one sick leave day. Teaching Assistants with less than 10 days of accumulated sick time shall contribute one sick leave day on the next October 1 or thereafter on such date when their accrual equals at least 10.
4. The District will monitor the sick leave bank including the number of donated days and the number of days used by the members. The SCTA president will receive information regarding the bank at the end of each year.
5. The purpose of the sick leave bank is to provide sick leave for those participating members who have a prolonged, catastrophic or long-term illness or injury and who have exhausted all of their available accumulated leave time. A member who applies for or is qualified or receives disability retirement under the NYS Retirement System or Workers Compensation shall not be granted any days from the SLB. The teaching assistant must:
  - a. Provide medical evidence of prolonged, catastrophic or long term illness.
  - b. Make application on the appropriate form.
  - c. Be a tenured teaching assistant in the district.
  - d. Use sick leave before Article 6C.
6. A day's pay from the SLB shall be equal to the member's regular pay received on the last day of the member's use of their own sick leave prior to application to use the SLB.
7. The decision whether or not to grant days will be jointly made by the Superintendent (or his/her designee) and a representative of the teaching assistant unit selected by the SCTA union president. The decision is not subject to the grievance procedure found elsewhere in this agreement. However, the member may present his or her case to a mediation team for consideration with the final approval being given by the Superintendent.
8. The maximum number of days that any member may receive from the SLB shall be 30 days per school year. In the event that the Teaching Assistant Sick Leave Bank is depleted for more than 2 years in a row, representatives from the SCTA Labor Management Committee will review these guidelines with 2 teaching assistant members to determine alternate arrangements to the plan.

#### **D. Bereavement and Illness in Family Leave**

Leave without loss of pay will be allowed for:

1. Death in the immediate family.

Immediate family is defined as husband, wife, mother, mother-in-law, father, father-in-law, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, grandmother, grandfather, grandson, granddaughter, or near relative who resides in the same household, or any person with whom the Teaching Assistant has made his/her home. Not to exceed three days per year for each death. If travel time is required to attend the funeral and it cannot be done within the allotted time, it may be taken and charged against cumulative sick leave. Five days of bereavement leave shall be allowed for a parent or child, or spouse/partner residing in the same household as the employee.

## 2. Serious Illness in the Immediate Family

Not to exceed five days per year for serious illness in the immediate family as defined in the preceding section D.1., above. Requests for family leave must be submitted in writing on a Family Leave form. If the employee requires more than five days, they shall be deducted from personal business leave days. Should the employee need additional days, he/she may apply to the Assistant Superintendent for Management Services or Human Resource Director to have the additional days deducted from his/her sick leave.

In general, the following would be acceptable reasons for use of this leave:

- a. An emergency which requires leaving work (1<sup>st</sup> day)
- b. A morning emergency (1<sup>st</sup> day).
- c. Hospitalization: day of entry, day of discharge.
- d. Day of major procedure (medical).
- e. Accompanying/transporting when necessary for:
  1. Medical reasons
  2. Support at consultation.
- f. "Monitoring" a family member under a doctor's orders.

It is agreed that all leave must be administered with a considerable amount of good judgment and common sense, and that the following would generally not be approved use of this leave:

- a. Taking a member of the family to the doctor for an office visit, except emergencies.
- b. Taking a member of the family to the orthodontist or dentist, except emergencies.
- c. Baby-sitting or caring for children while a member of the family is in the hospital or after returning from the hospital.
- d. The second or subsequent days of an illness requiring "at home" care.

Problem cases are to be referred to the Assistant Superintendent for Management Services, or Director of Human Resources for interpretation.

## E. Personal Leave

### 1. Employees may be absent without deduction of pay or loss of sick leave as follows:

- a. When not ill but quarantined by the Board of Health.
- b. For jury duty and/or District related court appearances, except that there will be deducted from the employee's pay whatever compensation may be received for such appearance.

c. For a maximum of four days per year for necessary personal business:

1. Personal business is defined as those important business affairs which can be conducted only during the regular workday. Specifically excluded as personal business are social affairs, shopping, working at another job, athletic affairs, recreation, vacation, accompanying one's spouse or other person(s) on a trip or meeting, studying for examinations, marriage, honeymoon.
2. Three days advance notice must be given in writing, except in case of emergency.
3. Personal Business can be taken on a one-half day basis or multiples thereof.
4. Personal Business days may not be taken preceding, on, during, or immediately following a school vacation day, a holiday, the employee's vacation, or the first and last weeks of school. Where a true emergency exists the employee must give reasons for requesting the business day(s) to the Assistant Superintendent who shall make the decision as to whether the business day(s) shall be granted.
5. Any employee who works less than a full year shall be entitled to one (1) day of personal business per three months, or major fraction thereof, of service in South Colonic. Should any employee have used more than the entitled personal leave, the Board shall make the appropriate deduction from the final yearly paycheck of that employee.
6. In addition to the previously designated personal leave days, paid leave is provided for two religious holidays per year, provided advanced approval is secured from the Assistant Superintendent for Management Services, or Director of Human Resources.
7. Personal leave is non-cumulative. However, unused personal leave days shall be added to a teaching assistant's accumulated sick leave at the end of each school year, provided the maximum accumulation is not exceeded.

## **ARTICLE 7: GENERAL SALARY PROVISIONS**

### **A. Annual Salaries**

The annual salary of full time Teaching Assistants shall be increased as follows:

July 1, 2009	3.75%
July 1, 2010	3.90%
July 1, 2011	4.25%
July 1, 2012	4.25%

The starting salary shall be as follows:

July 1, 2009	\$18,397
July 1, 2010	\$18,755
July 1, 2011	\$19,154
July 1, 2012	\$19,561

B. Teaching Assistants shall receive one of the following stipends added to their annual salary for the following degrees:

	<u>2009-10 &amp; 2010-11</u>	<u>2011-12 &amp; 2012-13</u>
Associate's Degree	\$350	\$375
Bachelors of Arts or Sciences	\$500	\$525
Masters of Arts or Sciences	\$700	\$725

C. Longevity

1. An employee who has been credited with five (5) full years of service in the District shall be eligible for longevity in the amount of \$225 beginning 2009-10 and 2010-11, \$250 beginning 2011-12, and \$275 beginning 2012-13.
2. An employee who has been credited with ten (10) full years of service in the District shall be eligible for longevity in the amount of \$600 beginning 2009-10 and 2010-11, \$625 beginning 2011-12, and \$650 beginning 2012-13.
3. An employee who has been credited with fifteen (15) full years of service in the District shall be eligible for longevity in the amount of \$625 beginning 2009-10 and 2010-11, \$650 beginning 2011-12, and \$675 beginning 2012-13.
4. An employee who has been credited with nineteen (19) full years of service in the District shall be eligible for longevity in the amount of \$650 beginning 2009-10 and 2010-11, \$675 beginning 2011-12, and \$700 beginning 2012-13.
5. An employee who has been credited with twenty-four (24) full years of service in the District shall be eligible for longevity in the amount of \$700 beginning 2009-10 and 2010-11, \$725 beginning 2011-12, and \$750 beginning 2012-13.
6. An employee who has been credited with twenty-seven (27) full years of service in the District shall be eligible for longevity in the amount of \$750 beginning 2009-10 and 2010-11, \$775 beginning 2011-12, and \$800 beginning 2012-13.

D. Allow a 22 or 26 pay period option.

E. Direct Deposit: The District shall establish a procedure for direct deposit of payroll checks into banks designated by the District.

F. Check off for SCTA dues, VOTE/COPE, and NYSUT programs.

G. Retirement/Sick Leave Accumulation Incentive

Effective July 1, 2009, employees who are age 55 or older and who have twenty years or more of credited service in the South Colonie CSD shall receive \$50 per day for each eligible unused accumulated sick leave day at the time of retirement. Effective July 1, 2010, employees who are age 55 or older and who have twenty years or more of credited service in the South Colonie CSD shall receive \$55 per day for each eligible unused accumulated sick leave day at the time of retirement. Effective July 1, 2011, employees who are age 55 or older and who have twenty years or more of credited service in the South Colonie CSD shall receive \$60 per day for each eligible unused accumulated sick leave day at the time of retirement.

Effective July 1, 2012, employees who are age 55 or older and who have twenty years or more of credited service in the South Colonie CSD shall receive \$65 per day for each eligible unused accumulated sick leave day at the time of retirement. The number of eligible unused sick days for this provision shall be 50% of the unused sick leave days, to a maximum of 150 days (i.e. 50% of 300)

Eligible employees must give firm written notice of their retirement by February 15 and must retire the following June 30. Payment of the incentive shall be made prior to the date of official retirement.

#### H. Professional Development

From time to time the District may offer in-service courses especially designed to meet specific needs within our school district. Some of these courses will be offered as part of the regular program of a university or college and will carry undergraduate credit. When such courses are officially approved for in-service credit, they shall be paid at a rate of \$30 per credit hour annually effective July 1, 2009; \$31 per credit hour annually effective July 1, 2010; a \$32 per credit hour annually effective July 1, 2011; and \$33 per credit hour annually, effective July 1, 2012.

The District will pay \$90 per credit hour reimbursement on a one-time basis over the life of the contract to those Teaching Assistants earning over the maximum of 30 credits upon completion of the course.

Some of the in-service may not be part of a university or college program. Such courses may be taught by individuals other than university or college professors. These courses must be pre-approved in order to receive in-service credit.

Application for in-service credit must be submitted by October 1 in order to be credited in the first semester and by April 1 to be credited in the second semester. The District will pay a maximum of 30 credit hours for all in-service and graduate courses to any one teaching assistant.

Application for in-service credit must be submitted by October 1 in order to be credited in the first semester and by April 1 to be credited in the second semester. Teaching Assistants employed on June 30, 1999 with in-service credits taken in South Colonie as a monitor may apply for in-service payment.

Graduate hours will be paid at the rate of \$30 per credit hour effective July 1, 2009; \$31 per credit hour effective July 1, 2010; \$32 per credit hour effective July 1, 2011; and \$33 per credit hour effective July 1, 2012, upon submission of an official graduate transcript. These credit hours must be completed prior to September 1 of each year and the official transcripts must be on file in the District's office by November 1. One half of the salary increase for graduate credit hours will be paid during the second semester and the full amount added each year thereafter. Effective July 1, 2004, payment will only be given for graduate courses and pre-approved in-service courses taken after July 1, 2004. Courses that have been approved and are receiving payment as of June 30, 2004 will continue to receive payment.

## ARTICLE 8: INSURANCE AND ANNUITIES

A. Health: Part-time teaching assistants who work .75 of the hours of a full-time employee shall be eligible for health insurance. The District shall provide the following health insurance for each employee and his/her dependents at the Board's expense:

1. Effective July 1, 2010, the District will offer a Blue Shield PPO 816 Plan, with vision rider. Premiums for the health insurance plan shall be paid pursuant to the following:
  - a. Individual Plan - The District will pay 90% of the premium for individual.
  - b. Two Person Plan - The District will pay 80% of the premium for two-person plan.
  - c. Family Plan - The District will pay 80% of the premium for family plan.
  - d. Co-pays shall be \$20 except for emergency room visits at \$35.
  - e. Out of Network Deductibles shall be \$250 Individual and \$500 Family.
2. Effective July 1, 2008, the District will offer the Capital District Physicians Health Plan (CDPHP) EPO Plan.
  - a. Individual Plan - The District will pay 90% of the premium for individual.
  - b. Two Person Plan - The District will pay 80% of the premium for two-person plan.
  - c. Family Plan - The District will pay 80% of the premium for family plan.
  - d. Co-pays shall be the \$15 plan.

B. Prescription Drug Plan: Effective July 1, 2010, the District will make available a prescription drug plan for each employee and dependents, with the option to carry the plan into retirement if so eligible. The plan is underwritten by Express Scripts. The co-pays shall be \$5 generic; \$20 formulary; \$35 non-formulary for 30 day supply at participating local retail pharmacies and \$10 generic; \$40 formulary; \$70 non-formulary for 90 day supply at mail service pharmacy (maintenance drugs). Premiums for the plan shall be paid pursuant to the following:

- a. Individual Plan - The District will pay 90% of the premium for individual.
- b. Two Person Plan - The District will pay 80% of the premium for two-person plan.
- c. Family Plan - The District will pay 80% of the premium for family plan.

Any change to the prescription plan shall be negotiated, with the exception of formulary/non-formulary items. Prescription benefits mandated by state or federal law at any time shall be reflected in this plan. The plan shall include all mandated benefits to date.

C. Members who retire under the rules of the New York State Teachers Retirement System with at least ten (10) years of benefit-eligible service in the South Colonie Central School District at the time of retirement shall be entitled to continue the health insurance benefits into retirement, including prescription coverage and vision coverage, where provided in the plans currently offered, and shall be offered the same health insurance choices as active members. Other terms of retiree health insurance shall be consistent with the District's health insurance regulations in effect. The employee shall pay the same as an active employee's share of individual, family, or two-person coverage, wherever applicable, as specified by contract.

D. Dental/Optical Expense Reimbursement Plan: Employees must select either the dental/optical reimbursement plan or the recommended dental insurance plan by May 30th of each year. The District will pay, for either plan, a maximum of \$600 per year as of July 1, 2009, \$650 per year effective July 1, 2010, \$700 per year effective July 1, 2011, \$725 per year effective July 1, 2012.

Each bargaining unit employee will be reimbursed annually for dental/optical expenses for self or dependents incurred during the reimbursement year pursuant to the following formula:

Effective July 1, 2009:

<u>Dental/Optical Expense</u>	<u>Reimbursement</u>
Up to \$300	80% (i.e. up to \$240)
\$301-\$1,020	50% (i.e. up to \$360)
ANNUAL MAXIMUM REIMBURSEMENT IS \$600 PER YEAR	

Effective July 1, 2010:

<u>Dental/Optical Expense</u>	<u>Reimbursement</u>
Up to \$350	80% (i.e. up to \$280)
\$351-\$1,090	50% (i.e. up to \$370)
ANNUAL MAXIMUM REIMBURSEMENT IS \$650 PER YEAR	

Effective July 1, 2011:

<u>Dental/Optical Expense</u>	<u>Reimbursement</u>
Up to \$400	80% (i.e. up to \$320)
\$401-\$1,160	50% (i.e. up to \$380)
ANNUAL MAXIMUM REIMBURSEMENT IS \$700 PER YEAR	

Effective July 1, 2012:

<u>Dental/Optical Expense</u>	<u>Reimbursement</u>
Up to \$425	80% (i.e. up to \$340)
\$426-\$1,195	50% (i.e. up to \$385)
ANNUAL MAXIMUM REIMBURSEMENT IS \$725 PER YEAR	

Employees must submit receipts verifying expenses under this plan by July 15 for the previous school year ending June 30th.

E. Life Insurance: The District will provide a life insurance policy, including accidental death and dismemberment, for each Teaching Assistant in the amount of \$40,000.

**ARTICLE 9: ASSIGNMENTS AND TRANSFERS**

Ordinarily, a Teaching Assistant can expect to return to the Teaching Assistant's previous year's assignment. Teaching Assistants will receive tentative building assignments by June 1. The District retains the right to assign and transfer teaching assistants as it deems appropriate for the best interest of the students and the school district. Any assignment changes regarding school, grade level or subject(s) made after June 1 by the District will be discussed with the Teaching Assistant by the District within a reasonable time prior to September 1.

**ARTICLE 10: DURATION OF AGREEMENT**

July 1, 2009 to June 30, 2013.

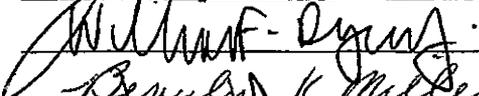
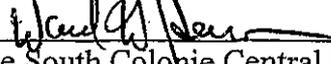
**ARTICLE 11: PROVISIONS OF THE TAYLOR LAW**

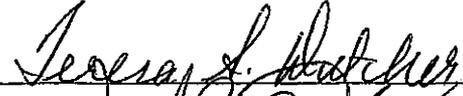
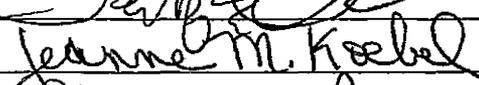
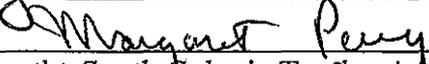
The following provisions of the Taylor Law are mandatory in all Agreements negotiated after April 1, 1969:

"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 provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.
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 section shall be furnished by the chief fiscal officer to 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.

AGREED

  
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For the South Colonie Central School District

  
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For the South Colonie Teachers' Association  
  


Date 3/26/10

**ARTICLE 9: ASSIGNMENTS AND TRANSFERS**

Ordinarily, a Teaching Assistant can expect to return to the Teaching Assistant's previous year's assignment. Teaching Assistants will receive tentative building assignments by June 1. The District retains the right to assign and transfer teaching assistants as it deems appropriate for the best interest of the students and the school district. Any assignment changes regarding school, grade level or subject(s) made after June 1 by the District will be discussed with the Teaching Assistant by the District within a reasonable time prior to September 1.

**ARTICLE 10: DURATION OF AGREEMENT**

July 1, 2009 to June 30, 2013.

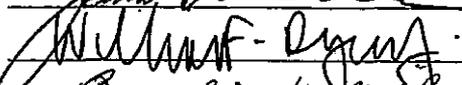
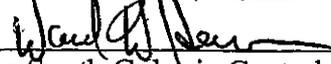
**ARTICLE 11: PROVISIONS OF THE TAYLOR LAW**

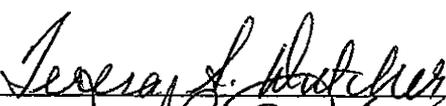
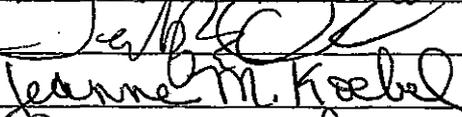
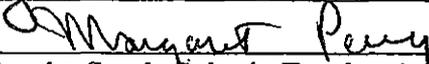
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AGREED

  
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For the South Colonie Central School District

  
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For the South Colonie Teachers' Association  
  


Date 3/26/10



