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AGREEMENT
BETWEEN
SOUTH COLONIE TEACHERS' ASSOCIATION
AND
THE SUPERINTENDENT OF
SOUTH COLONIE CENTRAL SCHOOL
DISTRICT

July 1, 2008 – June 30, 2013

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PREAMBLE

The Superintendent of the South Colonie Central School District of Albany County, State of New York, and the South Colonie Teachers' Association, hereinafter referred to as the Association, in order to effectuate the provisions of Article 14 of the Civil Service Law of the State of New York, agree as follows:

This contract is made and entered into on this ____ day of July 2008 by and between the Superintendent and the Association.

ARTICLE I

RECOGNITION

- A. The South Colonie Central School District, having determined that the South Colonie Teachers' Association is supported by a majority of the teachers in the unit described below, extends recognition until seven months prior to the expiration of this agreement and for successive periods of two years thereafter unless another employee organization submits to the Board of Education a competing claim of majority support and submits as evidence in support thereof a certified list of its members equal to or greater than 30% of the teachers in the above unit during the 30-day period prior to the above deadline or the two-year anniversary dates thereof.
- B. The Board of Education of South Colonie Central District recognizes the South Colonie Teachers' Association as the exclusive negotiating representative for the legally determined bargaining unit which is defined as those employees whose

appointment is as: a classroom teacher, English-as-a-second-language teacher, guidance counselor, librarian, school psychologist, speech therapist, social worker, and certified occupational therapist.

ARTICLE 2

DEFINITIONS

- A. Assistant Superintendent** – Assistant Superintendent, Instruction, 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 South Colonie Central School District.
- E. Chapter President** – The elected Association representative in each school in the District. This person represents that school on the Executive Board of the Association.
- F. Executive Board** – The legislative body of the South Colonie Teachers' Association.
- G. Extra-Curricular Activities** – Defined as those activities appearing on the list(s) to be posted by the Board (see Article 12).
- H. School District, South Colonie, District** – All will herein mean South Colonie Central School District.

- I. **Superintendent** – The Superintendent of Schools of this district.
- J. **Teachers** – Unless otherwise indicated, employees in this unit will hereinafter be referred to as “teachers.”

Note: Other definitions will appear throughout this contract in the particular articles where they apply.

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 reopen for negotiation or modification a particular item or items.
- B. The Association and the Superintendent agree to meet during the first week in January to discuss negotiation procedures. The Association and the Superintendent agree that the first negotiation session should be held by January 15 and that each party will make every effort to be ready by January 15 or a mutually agreeable date thereafter, but in no event later than March 15. All issues proposed for negotiation or discussion shall be simultaneously submitted in writing by the Association and the Superintendent at the first negotiation session. Counter proposals may be made at subsequent meetings. The parties may change their positions from time to time.
- C. Neither party in any negotiations shall have any control over the selection or 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 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 of necessity delegate the actual administration to personnel with varying levels of authority. Consequently, it is important that as many problems as possible be settled at the earliest possible level.

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 teacher or group of teachers 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 teacher 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

Teachers 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.

- a. A grievance may be lodged and thereafter discussed with the Principal:**
 - 1) By the teacher(s) initiating the grievance.**
 - 2) By the teacher(s) initiating the grievance accompanied by an Association representative.**

- 3) By an Association representative in the name of the Association if the grievance directly affects four or more teachers.
- b. 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 the 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 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 into 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 teacher(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. Teachers in the South Colonie Central School District will be responsible to the administration in the performance of their professional responsibilities.
 - 2. It is agreed between the parties that the teacher workday in South Colonie shall be 7 hours and 15 minutes per day.
 - 3. It is further agreed by the parties hereto that the school administration may request 15 minutes per day per teacher to be subtracted from planning and preparation time for the performance of professional duties by the teachers.
 - 4. If any teacher should unreasonably withhold or refuse to comply with the request, the school administration may require of such teacher the performance of the professional duties requested. The issue of reasonableness as used herein shall be consistent with the provisions of Article 5, Section B.5. of this Contract.
- B. 1. The required workday in the school of all personnel covered by the teachers' salary schedule shall be seven (7) hours and fifteen (15) minutes. However, it is recognized that teachers have certain professional responsibilities which will at times necessitate a longer day at the school. Such responsibilities may be self-imposed or assigned on a reasonable basis by the principal. These responsibilities include after-school assistance to pupils; conferring with parents; faculty meetings; grade level, team and departmental meetings; and serving on committees. Morning

meetings shall end at least 10 minutes prior to student arrival.

All staff will attend up to one district-sponsored training session. This training shall be limited to a two-hour maximum after the contract day or at 4:00-6:00 pm for district-wide training during the school year. The content of the training sessions will be relevant to the teachers required to attend and will be determined by the district on a semester-by-semester basis. Notice of the training dates, topics, location, and teachers required to attend will be provided in the first week of school in September if the training is to be held in the first semester or in the first week of January if the training is to be held in the second semester. Teachers will be given an opportunity to attend two alternate dates for each training session.

2. Appointments to committees are made by the Superintendent after consultation with the Association President. However, serving on committees is voluntary. Once such appointment is accepted, the teacher will make a good faith effort to fulfill the commitment.
3. Teachers also have certain professional responsibilities which may necessitate their working at home or at the school beyond the required workday in the school. These responsibilities include, but are not limited to, activities such as grading and correcting papers, planning lessons and tests, selecting textbooks and other teaching materials, professional reading and advancement, and work within their professional associations.
4. Teachers are free to leave the building during unassigned planning/preparation time for professional business. Teachers also may leave the building during unassigned

time for personal reasons with the consent of the Principal. (It is not the intent of this provision to deny reasonable requests to leave for personal business.) It is understood that sign-out sheets will be available in all buildings. Any teacher leaving the building during the required work day shall sign out showing the time leaving and the destination and shall sign in showing the time returned.

5. a. It is recognized that a teacher's professional obligations do not include:
 - 1) Collecting milk and lunch money.
 - 2) Banking.
 - 3) Cafeteria and playground supervision.
 - 4) Parking and sidewalk supervision.
 - 5) Duplicating instructional materials for departmental, grade-level or building use.
 - 6) Processing books.
 - 7) Taking inventories outside of the teacher's own classroom or assigned area of responsibility.
 - 8) Assigned clerical, police or custodial duties during planning/preparation periods.
 - 9) Driving pupils to activities which occur away from school premises, provided, however, that teachers may do so on a voluntary basis with advance notice and approval of their Principal or their immediate superior.
 - 10) Assigned lavatory checks.
 - 11) Supervision of pupils after school between the times after-school assistance is given and the arrival of the late activity buses.
 - 12) Scoring standardized tests when machine scoring is available.

- b. Unforeseen circumstances may require temporary assignments to the above activities. Any such assignment will not be part of a teacher's regular duties.
6. Supervision – Regardless of any other provision of this contract, the following stipulations are agreed upon as indicated:

a. Elementary School Supervision

1) Student Dismissal

In each elementary school, two teachers shall supervise student dismissals. This time is not to exceed ten (10) minutes per day for dismissal. Volunteers shall be chosen first. Thereafter, teachers may be assigned by the building principal. In making the assignments, the building principal shall use these assignments to equalize planning/preparation time, and equalize the duty among all teachers over the school year.

2) Student Lunch Supervision

In the elementary schools, one teacher shall supervise each student lunchroom period. Volunteers shall be chosen first. Thereafter, teachers may be assigned by the building principal. No elementary classroom teacher may be assigned involuntarily to student lunch period supervision. (An elementary classroom teacher is an elementary teacher who has primary responsibility for taking student attendance at the beginning of the day.) A teacher who volunteers for, or is assigned to, student lunch supervision shall be paid at the annual

rate of \$2,180 per period in 2008-09, \$2,235 per period in 2009-10, \$2,296 per period in 2010-11, \$2,359 per period in 2011-12, and \$2,430 per period in 2012-13. In addition, the teacher shall not be required to perform any other supervisory duties.

b. Grades 7 & 8 Supervision

1) Student Arrival/Dismissal

In grades 7 & 8, up to four teachers shall supervise student arrivals and student dismissals. This time is not to exceed ten minutes per day for arrival and ten minutes per day for dismissal. Volunteers shall be chosen first. Thereafter, teachers may be assigned by the building principal. In addition, the teachers shall not be required to perform any other supervisory duties.

2) Student Lunch Supervision

In grades 7 & 8, two teachers shall supervise each student lunch period. Volunteers shall be chosen first. Thereafter, teachers may be assigned by the building principal. A teacher who volunteers for, or is assigned to, cafeteria supervision shall be paid at the annual rate of \$2,180 per period in 2008-09, \$2,235 per period in 2009-10, \$2,296 per period in 2010-11, \$2,359 per period in 2011-12, and \$2,430 per period in 2012-13. In addition, the teacher shall not be required to perform any other supervisory duties, except as may be required under "g." in the following section.

3) Corridor Supervision and Supplemental Professional Duties

- a. Principals may assign each teacher to corridor supervision for up to 86 minutes per week.
- b. With the consent of the teacher, the building principal may assign teachers to supplemental professional duties not to exceed 43 minutes per week in addition to item 3)a.
- c. If a supplemental professional duty cannot be agreed upon by the principal and teacher, the principal may assign the teacher to corridor supervision for up to a total of 129 minutes per week.
- d. With the consent of the teacher, the principal may schedule the teacher's corridor supervision on an annual basis over an agreed upon length of time.
- e. Travel teachers may be assigned to a total of 60 minutes per week of either supplemental professional duties or corridor supervision.
- f. Teachers who either volunteer for or who are assigned to student lunchroom supervision, study hall supervision, or arrival/dismissal supervision will not be assigned corridor supervision.
- g. Grades 7 and 8 teachers who supervise student cafeteria for a stipend may volunteer for an agreed upon supplemental duty for 30 minutes

per week. If the principal and teacher cannot agree to a supplemental professional duty, the principal may assign the teacher to corridor supervision for 30 minutes per week.

- h. As an alternative to the above requirements, a teacher may agree with his/her principal to accept supplemental professional duty of 86 minutes per week in lieu of corridor supervision. This duty will totally satisfy the supervision requirement as outlined in 3)a. through g. above.

4) Study Hall Supervision

The middle school principals will determine, by June 1, the number of study halls which he/she desires to have supervised by teachers for the new school year. The middle school principals will request volunteers from the teaching staff during the month of May to serve in this capacity for the following school year. If there are not sufficient volunteers, the principal may assign teachers to study halls. Volunteers may perform study hall supervision every year. However, a teacher assigned study hall duty may only be assigned every other year. A teacher assigned study hall duty may not be assigned to five consecutive periods of classes or supervisory duty. The assignment will be for one period per day for the entire school year at an added compensation of \$2,180 per period in 2008-09, \$2,235 per period in 2009-10, \$2,296 per period in 2010-11, \$2,359 per period in 2011-12, and \$2,430 per period in 2012-13. Teachers will be assigned study hall at the rate of one teacher per class section or combined class sections. Class

sections could be combined to a maximum of 35 students. The volunteer must agree to accept the assignment for the full school year. Such assignment shall constitute a reduction in the amount of planning preparation time required elsewhere in this contract. The middle school principals shall notify those volunteers whom he/she has accepted and approved for this assignment no later than June 15, such assignment to commence on the first day of instruction in the following school year.

c. High School Supervision

1) Student Lunch Supervision

In the high school, two teachers shall supervise each cafeteria during each student lunch period. Volunteers shall be chosen first. Thereafter, teachers may be assigned by the building principal. A teacher who volunteers for, or is assigned to, student lunch supervision shall be paid at the annual rate of \$2,286 per period in 2008-09, \$2,343 per period in 2009-10, \$2,407 per period in 2010-11, \$2,473 per period in 2011-12, and \$2,547 per period in 2012-13. If the length of the high school student lunch period is changed and becomes comparable to the length of the 7th and 8th grade lunch period, then the stipend for the high school supervision will be adjusted to that of the 7th and 8th.

2) Corridor Supervision and Supplemental Professional Duties.

- a. Principals may assign each teacher to corridor supervision for up to 86 minutes per week.
- b. With the consent of the teacher, the building principal may assign teachers to supplemental professional duties not to exceed 43 minutes per week in addition to paragraph 2)a.
- c. If a supplemental professional duty cannot be agreed upon by the principal and teacher, the principal may assign the teacher to corridor supervision for up to a total of 129 minutes per week.
- d. With the consent of the teacher, the principal may schedule the teacher's corridor supervision on an annual basis over an agreed upon length of time.
- e. Travel teachers may be assigned to a total of 60 minutes per week of either supplemental professional duties or corridor supervision.
- f. Teachers who either volunteer for or who are assigned to student lunchroom supervision, study hall supervision, or arrival/dismissal supervision will not be assigned corridor supervision.
- g. As an alternative to the above requirements, a teacher may agree with his/her principal to accept supplemental professional duty of 86 minutes per week in lieu of corridor supervision. This duty will totally satisfy the supervision requirement as outlined in 2)a. through f. above.

3) Student Arrival/Dismissal

In the high school, up to four teachers shall supervise student arrivals and student dismissals. This time is not to exceed ten (10) minutes per day for arrival and ten (10) minutes per day for dismissal. Up to four volunteers shall be chosen first. Thereafter, teachers may be assigned by the building principal. In addition, the teachers shall not be required to perform any other supervisory duties.

4) Study Hall Supervision

The high school principal will determine by June 1 the number of study halls which he/she desires to have supervised by teachers for the new school year. The high school principal will request volunteers from the teaching staff during the month of May to serve in this capacity for the following school year. If there are not sufficient volunteers, the principal may assign teachers to study halls. Volunteers may perform study hall supervision every year. However, a teacher assigned study hall duty may only be assigned every other year. A teacher assigned study hall duty may not be assigned to five consecutive periods of classes or supervisory duty. The assignment will be for one period per day for the entire school year at an added compensation of \$2,180 per period in 2008-09, \$2,235 per period in 2009-10, \$2,296 per period in 2010-11, \$2,359 per period in 2011-12, and \$2,430 per period in 2012-13. Teachers will be assigned study halls at the rate of one teacher per 60 students.

The volunteer must agree to accept the assignment for the full school year. Such assignment shall constitute a reduction in the amount of planning/preparation time required elsewhere in this Contract. The high school principal shall notify those volunteers whom he/she has accepted and approved for this assignment no later than June 15, such assignment to commence on the first day of instruction in the following school year.

d. Other Supervisory Provisions

- 1) All supervisory assignments shall constitute a reduction in planning/preparation time.
- 2) The right to assign teachers is not a requirement that they be assigned. However, it is the intent of the District to have all teachers share in supervisory duties.
- 3) There shall be no reduction in the number of lunchroom monitors in any operating cafeteria during the period of this Contract.
- 4) Coaches and sponsors of co-curricular and interscholastic activities may use their planning/preparation time to report to and conduct such activities with permission of the Superintendent or the Superintendent's designee. However, such use of planning preparation time will constitute a reduction in the planning/preparation time required elsewhere in this contract.

- C. 1. Planning/preparation time shall be provided so that teachers may have time during the required work day to engage in such professional responsibilities as grading and correcting papers, planning lessons and tests, and conferring with pupils, parents, and other staff members. This time shall be apart from the time teachers meet their classes or have other scheduled or required duties. Any time that may be needed by a teacher for traveling between buildings will be separate from planning/preparation time but part of the workday of the teacher.
2. Teachers employed on a regular full-year basis for less than the full school day will receive planning/preparation time proportionate to the length of their daily assignment.
3. Secondary teachers will receive at least the same amount of planning/preparation time provided for in the 1969-70 master schedules.
4. Elementary classroom teachers will receive the following amounts of planning/preparation time per week:
- a. **Pre-K and Kindergarten:** A minimum of 400 minutes in blocks of no less than 20 minutes.
 - b. **Grades 1-3:** A minimum of 450 minutes in blocks of no less than 20 minutes.
 - c. **Grades 4-6:** A minimum of 450 minutes in blocks of no less than 20 minutes.
 - d. **Elementary Special Teachers** shall have at least as much planning/preparation time as the average elementary classroom teacher.

- e. **Elementary Classroom Teachers** in grades 1-6 shall be scheduled for at least 30 minutes planning/preparation period within the student day on each full student day.
 - f. No elementary teacher will have his/her planning preparation time reduced for the purpose of giving more planning/preparation time to another teacher. However, this shall not preclude equalization of teaching loads within each area of specialization.
 - g. Effective planning must occur on an ongoing basis. It is expected that daily planning time will be utilized to coordinate programs when necessary. To implement various district-wide initiatives, up to 4 half-days of release time for collaborative sessions among grade level teachers may be available to Pre-K – 4 teachers throughout the school year. These days will be achieved by utilizing substitute teachers. Scheduling and schedules for the release time will be coordinated with the building principal.
- D. All teachers shall have a 30-minute duty-free lunch period. Teachers are free to leave the building for their lunch period as they see fit.
- E. In developing the annual school calendar, the Superintendent shall consult the Executive Board of the Association prior to March 1 in an attempt to reach mutual agreement. Should mutual agreement not be reached, the Association shall have the right to submit its suggestions to the Board at the same time that the Superintendent submits recommendations.
- F. Personnel covered by the Teachers' Salary Schedules who are required to work additional days shall be compensated at the

rate of 1/200th of their annual salary for each additional day they are required to work. The present policy of basing all compensation after July 1st on the next year's salary schedule will remain in effect.

- G. 1. The work year for all personnel on the Teachers' Salary Schedule, returning for the school years listed below, will be as follows:

The 2008-09 school year will begin on September 2, 2008, and end on June 25, 2009.

The beginning and ending dates for subsequent years of this Agreement shall be developed pursuant to Section E of Article 5.

All teachers new to the South Colonie School District and those teachers returning from a leave of more than one year may be required to report for up to three days of orientation prior to Labor Day. When so required these teachers will be compensated in accordance with provisions of Article 22.J.

2. All teachers shall complete and turn in all records and reports before leaving on the final workdays as listed above.
3. During the last week of school, pupils in grades 9-12 will report to school only for examinations; pupils in grades K-8 will report for one hour on the final day.
4. At the end of the school year, the equivalent of two student half days for pupils in grades PreK-4 will be provided as duty-free time for teachers to complete end of the year obligations. However, in the event these half days preclude

the district from meeting NYS student attendance regulations, then these half days shall be adjusted to ensure compliance. Similarly, in the event more days are available, they may be added to this time.

H. If persons other than members of the teaching staff cause the school to be closed, the following procedures shall apply to the professional staff:

1. Teachers may be required to report for a professional day(s) or the Board may decide to close all or some of the schools.
2. In either instance noted under H.1. above, teachers will receive their regular pay for the day(s) involved.
3. Should additional school days need to be scheduled in order to maintain the required number of school days, the Superintendent shall consult the Executive Board of the Association in an attempt to reach mutual agreement on when the day(s) shall be made up. Should mutual agreement not be reached, the Association may submit suggestions to the Board at the same time the Superintendent submits recommendations.
4. Teachers will be compensated at the rate of $1/200^{\text{th}}$ of their annual salary for each day over 185 which they are required to work. Day(s) when schools are closed due to a strike or a work stoppage by non-teaching employees and when teachers are instructed not to report for a professional day(s) shall be counted toward the 185 days.

I. School days that are lost beyond legal requirements (and are not covered under Section H.) will be required to be made up without additional pay. In such cases, the Superintendent will

consult the Executive Board of the Association in an attempt to reach mutual agreement on when the day(s) shall be made up. Should mutual agreement not be reached, the Association may submit suggestions to the Board at the same time that the Superintendent submits recommendations.

- J. Chaperoning: No teacher shall be required to chaperone any after-school event. The rate of compensation will be \$16.32 per hour in 2008-09; \$16.73 per hour in 2009-10; \$17.19 per hour in 2010-11; \$17.66 per hour in 2011-12; and \$18.19 per hour in 2012-13.
- K. 1. Teachers recognize their professional responsibilities in developing daily, long range, and emergency lesson plans.
2. Lesson plans involve the teacher's application of professional judgment within the limitations imposed by such factors as the age and ability of the pupils taught; the curriculum; State laws and Commissioner's Regulations. It is the intent in South Colonie to allow teachers a great deal of latitude in the development of lesson plans. Should an administrator question a teacher's lesson plans, the administrator will discuss his/her question with the teacher. Any change suggested by an administrator will be effected only after such discussion. Such a change is subject to the grievance procedure beginning at Step 2.
3. Each teacher shall maintain a lesson plan book available to administrators for their examination. The procedure for the checking of lesson plan books shall be determined by each building principal and faculty. Should they be unable to agree upon a procedure, the Assistant Superintendent, Instruction will consult with them and will, if agreement still cannot be reached, establish a procedure to be followed in that building.

4. Each year during the third quarter, the building principal will survey his/her faculty to determine the lesson plan book to be used by each teacher the following year. It is understood that a reasonable variety of plan books will be available for the teacher's selection.
5. Teachers are responsible for having a set of lesson plans available at all times for use by a substitute. This may be done in one of two ways and teachers may alternate between the ways:
 - a. The teacher may file an emergency set of lesson plans with the principal.
 - b. The teacher may choose to be responsible for making certain that lesson plans reach the school in advance of the opening of the school day on which the absence occurs so that they may be used by the substitute.
- L. The Association shall have one-half day during orientation for use of the Association. This one-half day is to be chosen by the President of the Association after consultation with the Superintendent.

M. School Psychologists' Work Day and Work Year

School Psychologists shall have:

1. An 8-hour workday.
2. A work year which follows the teachers' work year.
3. Psychologists who are required to work additional days prior to or following the instructional year shall be paid

1/200th of their annual salary per day worked. Psychologists required to work in the summer shall be paid 1/10th of their annual salary per month worked.

ARTICLE 6

TEACHER FACILITIES

A. Each school shall continue to provide the following facilities:

1. Space in each classroom in which teachers may store instructional materials and supplies.
2. Usable desk and chair for the teacher in each classroom. Each teacher will have a filing cabinet and a desk or its equivalent if the teacher so desires.
3. A communication system located in all teaching stations where now installed.
4. Wherever possible, a paved parking lot at each school will be reserved for adequate parking for the staff. However, the area in front of the high school, presently in use by the staff, will continue to be reserved for the staff.
5. No less than present space set aside in each building for the storing of instructional materials. Where changes in program or facilities might reduce or increase the need for such space, either party may suggest such change(s).
6. A staff work area containing adequate equipment and supplies to aid in the preparation of instructional materials. Every effort will be made to provide a proper working atmosphere.

7. An appropriately furnished room, which will include a telephone, is to be reserved for exclusive use as a staff lounge. Every attempt will be made to create a suitable atmosphere.
 8. A separate private dining room for the use of the staff in junior and senior high schools. It may be necessary to combine these facility with the staff lounge in all schools.
 9. That air conditioning be provided in the faculty rooms.
- B. The Board agrees that each present school should also have the following facilities and will take steps to provide them as rapidly as funds and space can be provided. It is understood all new buildings will have such facilities:
1. Well-lighted and clean staff restrooms, separate for each set, and separate from students' restrooms.
 2. A phone set aside to insure teacher complete privacy.
 3. A separate, private dining room for the use of the staff in all new buildings.

ARTICLE 7

SCHEDULING

- A. Teachers will be notified of their tentative assignments (school, grade level, subject(s), room(s)) for the coming school year as soon as practicable and no later than June 1 for grades K-12. Upon written request of the teacher, the principal will consult

with each teacher concerning the teacher's assignment as the principal develops the master schedule.

- B. Any assignment changes regarding school, grade level, or subject(s) made after June 1 in grades K-12 will be by mutual agreement between the teachers involved. Where mutual agreement cannot be reached, the Association will assist in resolving the problem.
- C. Teachers will be involved in planning all assembly programs.

ARTICLE 8

USE OF SCHOOL FACILITIES

- A. There will be one (1) bulletin board in each staff lounge for the use of the professional staff and the Association.
- B. The Association will be permitted to use, without charge, the buildings and facilities of the District for Association meetings provided that such meetings are held when custodians are on regular duty. Should the Association desire to use any school building during the hours when custodians are not normally on duty, the Association agrees to pay for the necessary custodial service. The regular building use form must be completed and approved as presently required.
- C. The Association will furnish its own supplies.

ARTICLE 9

CERTIFICATION

It will be the policy of the Board to hire, whenever possible, only professional personnel fully certified for the position to which they are hired or as allowed by law.

ARTICLE 10

SUPPLIES

- A. Supplies are budgeted on a per pupil basis, school by school. The building principal is directly involved in establishment of supply budgets. Once building allotments are made, it is the principal's responsibility to work with the staff to determine allocation.
- B. The Board and the Association agree upon the importance of having supplies available when needed.
- C. The District maintains petty cash funds in each building. These are for emergencies and are controlled, as required by Education Law, by the principal.

ARTICLE 11

TEXTBOOKS AND INSTRUCTIONAL MATERIALS

- A. The School District agrees that it will provide sufficient textbooks to ensure that pupils in the classrooms have textbooks for their own use.

- B. The selection of a textbook(s) shall be recommended by a committee of teachers, according to the appropriate level of instruction, selected by the building principal and/or department chairman/subject coordinator/supervisor, in cooperation with the Assistant Superintendent, Instruction.
- C. Other instructional materials, changes in such materials, or new materials may be recommended by an individual teacher.

ARTICLE 12

EXTRA CURRICULAR ACTIVITIES

- A. Teachers shall not be required to participate in any extra-curricular activity. All participation shall be voluntary. If there are no applicants or volunteers for a Board-created position, the Teachers' Association will assist in soliciting people to fill the vacancy.
- B. Creation of new extra-curricular activities or the abolition of existing extra-curricular activities are the Board's responsibility.
- C. The Association shall submit to the Superintendent, by December 1, written recommendation for new or additional extra-curricular activities for consideration in the following school year. The Superintendent shall submit recommendations, together with the Association's recommendations, to the Board by February 15. At the same time, the Superintendent shall transmit a copy of these recommendations to the Association. The Superintendent shall also, when it is known, advise the Association with respect to the date the Board will act upon the recommendations.

- D. On or before April 1 of each year, the Board will post the basic list of all extra-curricular activities for the following year on the bulletin boards agreed upon in Article 8.A. Should additional positions be created after April 1, or if vacancies occur in the basic list of approved activities, the Board will post the positions on the agreed upon bulletin boards for at least ten (10) school days prior to the last day on which applicants will be accepted. (The only exception will be if a position must be filled more quickly than the ten-day time allowed. In this case, the posted notice will give the reason for the shortened time of posting.) This list will include the rate of compensation for each position. Extra-curricular activities and coaching positions applicable to this unit currently listed in Board policies 5210R, 5281, and 9290 will be given to each SCTA member as an electronic document, and/or posted on the school's internal website by April 1 of each school year. Any changes/additions will also be posted throughout the year, as per Article 12D.
- E. The Board will not eliminate any extra-curricular activities after June 1 except upon adoption of a contingency budget or upon a showing of a lack of sufficient interest on the part of students.
- F. The point system which has been developed jointly between the District and the Association differentiating the amount of time, responsibility, among other factors, will be the basis for negotiating compensation for each Contract. The Co-curricular Points Committee shall review post-season play and sectional competitions and determine if additional compensation is warranted for the advisor(s) or coach(es). Compensation for post-season pay would begin after the conclusion of the local sectional event. As teams enter regional competition in team sports or state-level competition in individual sports, the coach

will be compensated on a weekly basis. The rate would be determined by the number of weeks from the NYSPHSAA starting date to the conclusion of their season. In individual sports, only the coach responsible for training the state-level athlete will be compensated.

The Co-Curricular Points Committee shall review activities outside the club schedule (e.g. music festivals, trips to out-of-state competitions, yearbook conferences, etc.) to determine if additional compensation is warranted.

The Committee shall submit any recommendations for additional compensation to the Superintendent for his/her approval/disapproval. The SCTA may submit a list of unpaid clubs/activities that the SCTA feels should be compensated to the Superintendent by December 1 of each year for the Superintendents' consideration of approval. The list of extracurricular and coaching positions will be distributed to each SCTA member by April 1st for the following school year.

The Superintendent and the President of the Association will each appoint every year up to five people to review the points for all extra-curricular activities. Appeals by individual teachers concerning the number of points established for their co-curricular or interscholastic activity will be submitted to the Co-Curricular and Interscholastic Sports Committee by December 15. The joint committee will submit a recommendation to the Superintendent on or before February 15, recommending the adjustment of any point totals which the committee feels necessary. The SCTA will have a designated representative on the Co-Curricular Points Committee to receive copies of any: point appeals submitted, committee recommendations, and the decision(s) of the superintendent.

Extra-curricular activities shall be compensated at the rate of \$45.22 for 2008-09; \$46.35 for 2009-10; \$47.62 for 2010-11; \$48.93 for 2011-12; \$50.40 for 2012-13.

Longevity increments for interscholastic sports will be paid according to the following formula after five years of continuous service to a maximum of thirty years of continuous service.

Formula:

\$1.30 X # of years of continuous service (up to 26 years) x # of points in 2008-09; \$1.35 X # of years of continuous service (up to 27 years) x # of points in 2009-10; \$1.40 X # of years of continuous service (up to 28 years) x # of points in 2010-11; \$1.45 X # of years of continuous service (up to 29 years) x # of points in 2011-12; \$1.50 X # of years of continuous service (up to 30 years) x # of points in 2012-13.

1. All prior continuous coaching experience in the same sport will be counted for longevity purposes if that experience immediately precedes coaching in South Colonie.
2. Longevity time may be carried within a particular sport or activity as long as service is continuous except as indicated in #3 below.
3. A coach or advisor may request not to accept an appointment for one year and still retain continuous service in that sport or activity when a written request is made and written permission is received from the Director of Athletics or the building principal.

Longevity steps for all co-curricular activities, except intramurals, shall be granted as of July 1, 1998, in the same manner as interscholastic longevity steps are granted.

- G. Sponsors of extra-curricular activities who are asked by the administration to use their own cars (and who agree to do so) to transport students will be compensated at the IRS rate. The IRS rate for the school year shall be the rate in effect on July 1 of that year.

ARTICLE 13

ABSENCES AND LEAVES

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

A. Sick Leave

Teachers may be absent without deduction of pay as follows:

1. For personal illness, 10 days in any school year, cumulative to a maximum of 275 days, effective 7/01/08; 290 days effective 7/01/10; and 300 days effective 7/01/12; provided:
 - a. That with the start of the fourth year of employment, a teacher shall be granted an additional 30 days of sick leave.
 - b. That any person who has taught at least 10 years in the District and is age 50 or older shall receive 20 additional days sick leave, provided the maximum accumulation is not exceeded.

- c. That unused personal leave days shall be added to a teacher's accumulated sick leave at the end of each school year, provided the maximum accumulation is not exceeded.
2. When a teacher is absent due to personal illness, the teacher may be asked to present a certificate from a qualified physician upon return to work. Should such a physical be requested, the expense shall be borne by the District if the examination is conducted by a District-designated physician. The teacher may use a District-designated physician if the teacher chooses.
3. Effective July 1, 2008, the District will pay any employee injured on the job the difference between salary payments awarded by the Workers' Compensation Board and the regular pay of the employee for a maximum of the first 100 days on Worker's Compensation. During the next 60 days of continued absence (days 101-160 of continued absence due to on-the-job injury), the employee shall receive 75% of the difference between Worker's Compensation and a full day's pay. During the next 40 days of continued absence (days 161-200 of continued absence due to on-the-job injury), the employee shall receive 50% of the difference between Worker's Compensation and a full day's pay. After 200 days of continued absence, the benefit under this section shall terminate. Employees may use available sick leave to make up the shortfall in a regular day's pay while on Worker's Compensation. In addition, after the employee's benefit under this section has terminated, continued absence may be charged to sick leave.

In order that there be no misunderstandings as to the number of days of sick leave with pay granted to teachers, the following interpretation is entered herein:

10 Month Employees –

Ten (10) days annually, provided that 30 days shall be added with the start of the fourth year of employment, plus the special provisions of Section A.1.a. and b.

11-Month Employees –

Eleven (11) days annually, provided that 33 days shall be added with the start of the fourth year of employment, plus the special provisions of Section A.1.a. and b.

12-Month Employees –

Twelve (12) days annually, provided that 36 days shall be added with the start of the fourth year of employment, plus the special provisions of Section A.1.a. and b.

Partial Service –

Any teacher who spends less than the full school year shall only be entitled to one day per month of service in South Colonie. Should any teacher 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 teacher.

4. The District shall allow teachers to use their annual entitlement of sick days and personal leave days in their last year of service prior to retirement when such teachers have accumulated the maximum contractual amount as of July 1 in the year preceding their retirement year.
5. Each teacher shall be entitled to be excused to undertake an annual medical screening for breast cancer and/or prostate

cancer. Excused absence shall not exceed one 4-hour medical visit per screening per school year. Each teacher shall submit medical certification of some type for such screening for the leave to be authorized. The entire period of the leave of absence granted pursuant to this section shall be excused paid leave and shall not be charged against any other leave, unless medical certification is not provided. Failure to provide such certification will result in the absence being charged to the teacher's sick leave. Cost of all medical screening is to be paid by the employee or employee's medical insurance.

B. Sick Leave Reserve

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

from the final paycheck to cover the number of reserve days owed.

- b. A teacher granted a temporary leave of absence and who owes reserve days to the District shall have a deduction made from the final pay to cover the number of reserve days owed. This money will be placed in escrow for two years and will be returned to the teacher when the teacher resumes employment with the district if the teacher so requests. However, the teacher may choose to start free of any debt to the District and thus may turn the money in escrow over to the District.

Teachers may be absent under Article 13, Sections A and B in excess of the stated limits. When such an absence occurs, the substitute's base pay shall be deducted from the teacher's pay. If no substitute is employed, the deduction made shall be that of the base rate of the substitute teacher. The maximum benefit under this section shall be 185 days.

C. Sick Leave Bank

In order to provide paid sick leave for tenured teachers 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 Teachers' Association (SCTA) hereby establish a Sick Leave Bank (SLB) pursuant to the following provisions:

1. Teachers must be tenured in the unit by October 1st of each school year in order to be eligible to contribute to the Sick Leave Bank.
2. To start the sick leave bank effective July 1, 2003, all teachers 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. If on October 1 of any year after 2003 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.
3. Members who obtain tenure after October 1, shall contribute one sick leave day on the October 1 following the attainment of their tenure.

Teachers with less than 10 days of accumulated sick time shall contribute one sick 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 number of days used by the members. The SCTA president will receive information regarding the bank at the end of each year.
5. Teacher eligibility: 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 teacher must:

- a. Provide medical evidence of prolonged, catastrophic or long-term illness.
 - b. Make application on the appropriate form.
 - c. Be a tenured teacher of the district.
 - d. Use sick leave bank before Article 13C.
6. A day's pay from the SLB bank 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 the SCTA union president (or his/her designee). 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 final approval being given by the Superintendent.
 8. The maximum days that any member may receive from the SLB shall be 30 days per school year.

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 teacher has made his/her home. Not to exceed three days per year for each death. Five days bereavement leave shall be allowed for a spouse/partner residing in the same household, parent or child. 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 cumulated sick leave.

2. Serious Illness in the Immediate Family

Not to exceed five days per year. Should the teacher need additional days, the teacher may apply to the Superintendent to have the additional days deducted from cumulated sick leave.

E. Personal Leave

1. Teachers 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 required court appearance, except that there will be deducted from the teacher'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 school day. Vacation(s), honeymoons(s) or accompanying one's spouse or another person on a trip or to a meeting are not "important business affairs" within the meaning of this section but are instead "personal business" within the meaning of and as covered by Article 13, Section E.1.f.2). There may be other items which may not be "important business affairs" in addition to the three items listed above but which are not listed herein. The District will try to apply this clause in a consistent equitable fashion.
- 2) No reason need be given but three days advance notice to the building principal is required unless there is an emergency. A Request for Personal Leave form will be submitted by the teacher.
- 3) Personal business days can be taken on a one-half day basis or multiples thereof.
- 4) Personal business days may be taken immediately preceding or immediately following a school-year vacation day, the beginning of the school year, or the last of the school year only where a true emergency exists. At these times, the teacher must give reasons for requesting the business day(s) to the Assistant Superintendent, Instruction who shall make the decision as to whether the business day(s) shall be granted.
- 5) Any teacher who works less than the full school year or major fraction thereof, of service in South Colonie shall be entitled to two days of personal

business per semester. Should any such teacher have used more than the entitled personal business leave, the Board shall make the appropriate deduction from the final paycheck of that teacher.

- 6) Personal leave is non-cumulative. However, as previously indicated under Section A.1.c., unused personal leave days shall be added to a teacher's accumulated sick leave at the end of each school year, provided the maximum accumulation is not exceeded.
- d. For two religious holidays per year, provided advance approval is secured from the Assistant Superintendent, Instruction.
 - e.
 - 1) For visiting other schools and for other professional duties including conferences for professional organizations when requested or approved by the assistant Superintendent, Instruction not to exceed four days in any school year. A reason will be given when requests are denied; however, a denial is not subject to the grievance procedure.
 - 2) The Assistant Superintendent, Instruction involves building principals, supervisors, department chairpersons and classroom teachers in the process of determining who shall attend what conferences. While a general attempt is made to treat buildings and/or department or subject areas in a similar manner depending upon their size, allotments may and do vary from year to year as different needs and emphasis develop.

- f. 1) As an official delegate to the annual New York State United Teachers' Representative Assembly.
- 2) Teachers may be absent for absences made necessary by personal business not covered above or other special circumstances, provided such absences are for a limited time and are approved in advance by the Assistant Superintendent, Instruction. When such an absence occurs, the substitute's pay shall be deducted from the teacher's pay not to exceed the teacher's daily pay rate. If no substitute is employed, the deduction made shall be that of the first step of the substitute teacher's salary schedule.

G. Extended Leaves of Absence

1. A leave of absence without pay for up to two (2) years may be granted by the Board of Education at its discretion. Unpaid leave will be granted for purposes of childcare, military service, joining the Peace Corps, Vista, National Teachers Corps, or service as a full-time participant in a teacher exchange program. However, unpaid leave for childcare purposes will be extended beyond two years if additional adoptions or births occur during the leave.
 - a. Effective January 1, 2009, a teacher shall notify the Director of Human Resources in writing of his/her intention to take a leave as soon as practical but not later than forty-five (45) days prior to the beginning of the leave. Such request must include the member's intended date of return to work.

If an employee cannot return on the date initially targeted, they shall advise the director of Human

Resources in writing not less than sixty (60) days in advance of intended date of return. In that correspondence, the employee shall provide a new targeted date for return.

If an employee can meet the intended date for return from leave, that employee shall make every effort to confirm with the Director of Human Resources their plans to return as projected not less than sixty (60) days in advance of their return to work.

- b. Teachers will return to the District on the same salary step they were on when they started the leave if they teach less than one-half of the school year of the leave. Teachers who teach one-half year or more during the year of the leave shall be eligible for step advancement.
2. Military leave will be granted to any teacher (for the term of induction) who is inducted into any branch of the Armed Forces of the United States. The teacher may retain medical coverage and will retain sick leave benefits. Upon return from such leave, the teacher will be placed on the salary schedule at the level that would have been achieved if the teacher had not been on leave.
3. Other leaves of absence for personal or professional reasons may be granted at the Board's discretion. However, if the absence is to improve the professional competency of the teacher, the teacher will be placed on the salary schedule at the level that would have been achieved if the teacher had not been on leave.

ARTICLE 14

SUBSTITUTE TEACHERS

- A. Principals will attempt to secure a substitute for any teacher who, in the teacher's regular schedule, teaches a class of five or more students.
- B. In the event a teacher must be absent from duties for any part of a day and a substitute cannot be hired or the building principal deems it impossible to retain a substitute due to the limited time involved, members of the professional staff will assist in any way possible to cover the classes.
- C. The School District will publish and post a list of substitute teachers in each building. Teachers will have the right to recommend substitute teachers; however, the final decision will remain with the building administration.

ARTICLE 15

OTHER PROGRAMS

The Board of Education recognizes that the Association is genuinely interested in programs such as adult education, summer school, administrative interns, the recruitment, employment and placement of teachers, pupil discipline, alternative school years and co-curricular and interscholastic activities.

ARTICLE 16

SECRETARIAL ASSISTANCE

Teachers may request secretarial assistance in the preparation and duplication of instructional materials. Such assistance will be provided within the limitations of staff and time available.

ARTICLE 17

ELEMENTARY CONFERENCES

- A. Elementary classroom teachers shall have at least one conference during the school year with each child's parents. If the teacher is unable to get the parent to come in for a conference, the teacher shall refer the matter to the principal. Should both teacher and principal be unable to get the parents in for such a conference the teacher will complete the conference form, note the parents unwillingness to come in, and file the conference form in the child's permanent file.
- B. A conference report form, developed jointly by representatives from the SCTA and the District, will be used for all parent conferences. Teachers will utilize this form during elementary conferences to provide information to parents regarding student achievement. A duplicate copy will be placed in the student's file.
- C. In each elementary school, grades 1-6 shall have one full day and two half-days allotted for parent conferences; kindergarten teachers shall have six half-days, beginning in November of each school year. Every effort will be made to schedule these conferences prior to the first report card. Kindergarten teachers will have an additional two half-day conferences per year and

their classes will be covered by substitute teachers. Kindergarten teachers will have the equivalent of eight half-days for conferences. These days will be scheduled by the Assistant Superintendent for Instruction. Conferences will not be scheduled on report card days immediately preceding or immediately following these days.

- D. There will be no lunch program on these days. Pupils will be dismissed as early as possible to provide a maximum amount of time for the writing up and participation in these conferences.
- E. Effective planning must occur on an ongoing weekly basis. It is expected that daily planning time will be utilized to coordinate programs when necessary. However, a single half-day monthly release time for collaborative sessions will be available for K-6 remedial reading, speech pathologists and special education teachers to discuss their students with the appropriate classroom teacher. The premise of this coordination is to provide team collaboration with regular, special education, speech and remedial teachers during the same time period. Collaboration with the classroom teachers will be done through a rotational substitute for the classroom teachers during the identified half day.

Schedules for these half-day sessions will be coordinated with the building principal. At the discretion of the building principal, additional release time may be available for collaborative planning.

- F. The three grade reporting periods for grades 1-4 will be determined by the Assistant Superintendent for Instruction.

ARTICLE 18

ADMINISTRATION / ASSOCIATION LIAISON

A. The Association and the Superintendent recognize the value of maintaining dialogue between each other.

B. Professional Council.

1. A Professional Council shall be established to function as a discussion group. This Council shall not be in and of itself an action group. The Council shall act as a forum to identify problems and facilitate investigation of alternatives to problem resolutions. The Council shall be able to form and charge any specific task forces necessary to carry out these ends.

2. The Council will meet at least once a month to discuss and define problems relating to the school system, and to maintain a regular dialogue between the Association and the Superintendent.

a. The agenda, meeting date, and time will be mutually determined by the Superintendent and the Association President.

b. The Council will meet after the close of the school day.

3. The Council will be composed of ten members, five of whom shall be appointed by the President of the Association and five by the Superintendent.

4. The discussion of a particular subject by the Council shall not preclude discussion of that subject in negotiations.

- C. One representative appointed by the Association President shall be a member of the Curriculum Review Board.
- D. New Employees – The Association will be given a list of new hires in the unit by the first pay date.
- E. The district will allow the SCTA President, or the President's designee, to use up to 20 workdays per school year for SCTA business. The SCTA shall reimburse the District 50% of the cost of the substitute for the SCTA president or designee.

Additional days off for the SCTA President, or designee, may be granted if the Superintendent of Schools gives approval in advance. The SCTA shall pay 100% of the cost of the substitute used to grant any additional days under this paragraph.

- F. The South Colonie Central School District and the South Colonie Teachers' Association hereby agree to establish a Labor-Management Committee (LMC) under the auspices of the New York State Public Employment Relations Board. The LMC shall have the following membership:

- 4 Teachers, appointed by the SCTA
- 4 Administrators, appointed by the Superintendent
- 1 Member of the Board of Education

ARTICLE 19

TEACHER PROTECTION

- A. 1. Any complaints by parents of a student that are directed toward a teacher which becomes a matter of record will be promptly called to the teacher's attention. No derogatory letters or reports will be placed in a teacher's file without the teacher's knowledge and an opportunity to make a written statement of defense to be attached to the derogatory statement or report.
- 2. A teacher's personnel file with all evaluations (other than confidential recommendations) will be open and available for the teacher's inspection. Any evaluation, report, observation or written material concerning the professional or personal conduct, service, character, or personality of a teacher (and covering employment in South Colonie) which is placed in the teacher's personnel file shall immediately be made known to that teacher.
- B. Teachers will receive direct instructions and directions only from professional supervisory personnel.
- C. The Board acknowledges liability to the extent permitted by law for personal injury or property damage sustained by a teacher while engaged in school business. It is understood that such policy will not prohibit self-defense or aiding in the defense of school pupils, school employees, school property, and personal property on school premises.
- D. If a position or program is abolished, the teacher(s) affected will be given preference in filling any available position for which the teacher qualifies.

ARTICLE 20

VACANCIES, TRANSFERS AND NEW POSITIONS

- A. On or before November 15 of each year, the Superintendent or a designee shall distribute to each member of the professional staff a form upon which the teacher shall indicate interest or lack of interest in any vacancies which might occur for the following school year at any level within the school system. Teachers shall complete these forms and return them to their building principal on or before December 10 of each year.
- B. Whenever any newly created position shall occur in any professional position in this School District, the Board shall publicize the same by giving written notice of such position by posting such notice in each school building in the area as described in Article 8 of this Contract, and shall provide each Association building president with up to five (5) written notices to be posted by the Association as determined by the Association building president and the building principal. This notice shall set forth a description of the qualifications for the position, salary range, and the selection procedures. No new position shall be filled except on a temporary basis, until such position shall have been posted for at least fifteen (15) school days prior to the last day on which applications will be accepted.
- C. As vacancies occur for the next school year, the administration shall give due weight to the professional background and attainments of all applicants. Teachers from within the school system who have indicated an interest in the area or specific position open will be contacted and asked if they are interested in the specific position(s) open. The basic criterion used in filling positions will be to employ the applicant best qualified

for the position. Other factors being substantially equal, applicants from within the School District will be given first consideration. In all instances, the judgment of the Superintendent will be considered final.

- D. During the regular school year, administrative and supervisory positions will be advertised through the posting of notices in all school buildings for at least ten (10) school days prior to the last day on which applications will be accepted.

Between school years and over vacation periods, the posting shall be for at least fifteen (15) school days prior to the application deadline.

The Board reserves the right to determine what qualifications shall be established for each such position. The Board further reserves the right to determine whether such positions shall be open only to qualified applicants from within the system or whether such positions shall be open to qualified applicants from outside the system as well.

ARTICLE 21

PAYROLL DEDUCTION PROCEDURES AND PAY PERIODS

- A. The School District agrees to deduct from the salaries of teachers dues for the South Colonie Teachers' Association, the New York State United Teachers, and the American Federation of Teachers, AFO-CIO, as long as said teacher individually and voluntarily in writing authorizes the School District to do so.
- B. 1. Dues deductions will be made for 20 consecutive pay periods in as nearly equal deductions as possible. These

deductions shall begin with the third check of the school year for all teachers employed as of September of each school year. Dues deductions for those teachers employed after September will begin as soon as authorization is received and no later than the second pay check after the authorization is given.

2. Dues deductions authorization will be continuous from the date executed to the time that employment or membership is terminated. Notification of termination will be in writing and submitted to the Association, which shall countersign the notification and forward it to the District Office Payroll Department. Authorization will be terminated on the next pay period provided the countersigned written notice is received by the District Office Payroll Department by at least six (6) school days before the pay period ends.

C. 1. Forms for payroll deduction will be provided by the Association after consultation with, and approval by, the Business Office regarding format. Said forms shall be forwarded to the Business Office no later than the third Friday in September, or the first deduction period.

2. The School District will provide the Teachers' Association with a list of those employees who have voluntarily authorized the District to deduct dues from the above named Association(s) by October 21st of each school year.

3. The Board of Education agrees to transmit the money for said deductions promptly to the South Colonie Teachers' Association at the completion of each of the deduction periods.

D. Deductions for Credit Union, Tax-Sheltered Annuities, United Fund, and Retirement Loans will remain in effect. Deductions

for U.S. Savings Bonds will be continued provided at least 10% of the certified staff continue to ask for this deduction. Deductions for the NYSUT Benefits Plan and VOTE COPE shall be allowed.

- E. The present payroll procedure will remain in effect for the next school year. This is understood to mean 26 payments. However, a teacher may elect to receive his or her salary in 22 payments. This option must be elected in May and must be retained for the duration of the succeeding school year. This option will remain in effect unless changed by the teacher during May in any succeeding year. The first payday will be the first Friday after the opening of school in September. All paydays falling within a school recess or on a holiday will be paid on the last day of required teacher attendance prior to said recess or holiday.
- F. All co-curricular, extra-duty, athletic, and intermediate credit payments will be made separately from regular paychecks.
- G. In the event of a teacher's absence, the payroll check will be mailed to the teacher upon the teacher's request to the building principal.
- H. All checks will be distributed in individual envelopes.
- I. Cumulative totals for payroll will be printed within a reasonable time after the end of the calendar year in a format to be decided by the District Office.

ARTICLE 22

GENERAL SALARY PROVISIONS

A. Teachers' Salary Schedule. July 1, 2008 – June 30, 2009

Step	I BA	II BA+30	III BA+60	IV BA+90	V PhD/EdD
1	42,290	45,154	48,020	50,882	53,746
2	43,883	46,746	49,610	52,473	55,340
3	45,473	48,336	51,202	54,066	56,932
4	47,066	49,930	52,795	55,657	58,522
5	48,658	51,522	54,388	57,250	60,114
6	50,251	53,114	55,980	58,843	61,709
7	51,842	54,707	57,573	60,435	63,301
8	53,435	56,299	59,164	62,028	64,891
9	55,027	57,891	60,755	63,618	66,484
10	56,618	59,483	62,347	65,210	68,077
11	58,210	61,074	63,940	66,803	69,669
12	59,802	62,666	65,533	68,396	71,261
13	61,395	64,259	67,124	69,988	72,853
14	62,987	65,853	68,719	71,580	74,444
15	64,582	67,445	70,310	73,173	76,038
16	66,173	69,038	71,902	74,765	77,631
17	67,765	70,629	73,494	76,356	79,222
18	69,356	72,220	75,085	77,948	80,814
19	70,949	73,813	76,678	79,541	82,406
20	72,540	75,405	78,270	81,132	83,997
21	74,693	77,558	80,423	83,284	86,149
22	75,253	78,139	81,026	83,909	86,795
23	75,817	78,725	81,633	84,538	87,446
24	76,386	79,316	82,246	85,172	88,102
25	76,959	79,911	82,863	85,811	88,763

Employees hired to commence work on or after July 1, 1985, shall not be entitled to the stipend for the Master's Degree. Effective July 1, 1986, this Master's Degree stipend shall be \$500.

B. Teachers' Salary Schedule. July 1, 2009 - June 30, 2010

Step	I BA	II BA+30	III BA+60	IV BA+90	V PhD/EdD
1	43,347	46,283	49,221	52,154	55,090
2	44,980	47,915	50,851	53,785	56,723
3	46,610	49,545	52,482	55,417	58,355
4	48,242	51,178	54,115	57,048	59,985
5	49,875	52,811	55,747	58,681	61,617
6	51,507	54,442	57,380	60,314	63,252
7	53,138	56,075	59,012	61,945	64,883
8	54,770	57,706	60,643	63,579	66,513
9	56,403	59,339	62,274	65,209	68,146
10	58,034	60,970	63,905	66,840	69,779
11	59,665	62,601	65,539	68,473	71,411
12	61,297	64,233	67,171	70,106	73,043
13	62,930	65,865	68,802	71,738	74,674
14	64,562	67,499	70,437	73,369	76,305
15	66,197	69,131	72,068	75,003	77,939
16	67,828	70,763	73,699	76,634	79,572
17	69,459	72,395	75,332	78,265	81,203
18	71,090	74,026	76,963	79,897	82,834
19	72,722	75,658	78,595	81,529	84,466
20	74,353	77,290	80,227	83,161	86,097
21	76,560	79,497	82,433	85,366	88,303
22	77,326	80,292	83,257	86,220	89,186
23	78,099	81,095	84,090	87,082	90,078
24	78,880	81,905	84,931	87,953	90,979
25	79,669	82,725	85,780	88,833	91,888

Employees hired to commence work on or after July 1, 1985, shall not be entitled to the stipend for the Master's Degree. Effective July 1, 1986, this Master's Degree stipend shall be \$500.

C. Teachers' Salary Schedule. July 1, 2010 - June 30, 2011

Step	I BA	II BA+30	III BA+60	IV BA+90	V PhD/EdD
1	44,539	47,555	50,574	53,588	56,604
2	46,217	49,232	52,249	55,264	58,283
3	47,892	50,907	53,925	56,941	59,960
4	49,569	52,586	55,603	58,617	61,635
5	51,246	54,263	57,281	60,294	63,312
6	52,924	55,939	58,958	61,973	64,991
7	54,599	57,617	60,635	63,649	66,668
8	56,277	59,293	62,311	65,327	68,342
9	57,954	60,970	63,987	67,002	70,020
10	59,630	62,646	65,663	68,678	71,698
11	61,306	64,322	67,341	70,356	73,375
12	62,983	65,999	69,018	72,034	75,051
13	64,660	67,677	70,694	73,711	76,728
14	66,337	69,355	72,374	75,387	78,403
15	68,017	71,032	74,050	77,065	80,082
16	69,693	72,709	75,726	78,741	81,760
17	71,369	74,385	77,403	80,417	83,436
18	73,045	76,061	79,079	82,094	85,112
19	74,722	77,739	80,756	83,771	86,789
20	76,398	79,416	82,433	85,447	88,464
21	78,666	81,683	84,700	87,714	90,731
22	79,649	82,704	85,759	88,810	91,865
23	80,644	83,738	86,831	89,921	93,014
24	81,653	84,784	87,916	91,045	94,176
25	82,673	85,844	89,015	92,183	95,354

Employees hired to commence work on or after July 1, 1985, shall not be entitled to the stipend for the Master's Degree. Effective July 1, 1986, this Master's Degree stipend shall be \$500.

D. Teachers' Salary Schedule. July 1, 2011 - June 30, 2012

Step	I BA	II BA+30	III BA+60	IV BA+90	V PhD/EdD
1	45,764	48,863	51,965	55,062	58,161
2	47,488	50,586	53,686	56,784	59,886
3	49,209	52,307	55,408	58,507	61,609
4	50,932	54,032	57,132	60,229	63,330
5	52,656	55,755	58,856	61,953	65,053
6	54,379	57,477	60,579	63,677	66,779
7	56,101	59,202	62,302	65,399	68,501
8	57,824	60,924	64,024	67,124	70,221
9	59,548	62,647	65,746	68,845	71,945
10	61,270	64,369	67,468	70,567	73,670
11	62,992	66,091	69,193	72,291	75,393
12	64,715	67,814	70,916	74,015	77,115
13	66,438	69,538	72,638	75,738	78,838
14	68,162	71,262	74,364	77,460	80,559
15	69,888	72,986	76,086	79,184	82,284
16	71,610	74,709	77,808	80,907	84,009
17	73,332	76,431	79,532	82,629	85,730
18	75,054	78,153	81,254	84,352	87,453
19	76,777	79,876	82,977	86,075	89,176
20	78,499	81,600	84,700	87,797	90,897
21	80,829	83,929	87,029	90,126	93,226
22	82,041	85,188	88,335	91,253	94,625
23	83,272	86,466	89,660	92,393	96,044
24	84,521	87,763	91,005	93,548	97,485
25	85,789	89,079	92,370	94,718	98,947

Employees hired to commence work on or after July 1, 1985, shall not be entitled to the stipend for the Master's Degree. Effective July 1, 1986, this Master's Degree stipend shall be \$500.

E. Teachers' Salary Schedule. July 1, 2012 - June 30, 2013

Step	I BA	II BA+30	III BA+60	IV BA+90	V PhD/EdD
1	47,137	50,329	53,524	56,714	59,906
2	48,913	52,104	55,296	58,487	61,682
3	50,685	53,876	57,070	60,262	63,457
4	52,460	55,653	58,846	62,036	65,230
5	54,235	57,428	60,621	63,811	67,004
6	56,010	59,201	62,396	65,588	68,782
7	57,784	60,978	64,171	67,361	70,556
8	59,559	62,751	65,945	69,138	72,328
9	61,334	64,526	67,719	70,910	74,104
10	63,108	66,300	69,493	72,684	75,880
11	64,881	68,074	71,269	74,460	77,654
12	66,656	69,849	73,044	76,235	79,429
13	68,431	71,624	74,818	78,010	81,203
14	70,206	73,400	76,595	79,784	82,976
15	71,984	75,175	78,369	81,560	84,753
16	73,758	76,950	80,143	83,334	86,529
17	75,532	78,724	81,918	85,107	88,302
18	77,305	80,498	83,691	86,882	90,077
19	79,080	82,273	85,466	88,657	91,851
20	80,854	84,048	87,241	90,431	93,624
21	83,254	86,447	89,640	92,830	96,023
22	84,711	87,960	91,209	94,454	97,704
23	86,193	89,499	92,805	96,107	99,413
24	87,701	91,065	94,429	97,789	101,153
25	89,236	92,659	96,082	99,501	102,923

Employees hired to commence work on or after July 1, 1985, shall not be entitled to the stipend for the Master's Degree. Effective July 1, 1986, this Master's Degree stipend shall be \$500.

F. Teachers' Longevity Schedule – Effective in years 1 and 2 of the contract (July 1, 2008 and July 1, 2009) teachers will receive longevity bonuses of \$1,500 beginning in the second year after reaching step 25, and in the 5th year after reaching step 25.

Effective in years 3-5 of the contract (July 1, 2010 – July 1, 2012), teachers will receive longevity bonuses of \$1,750 beginning in the second year after reaching step 25, and in the 5th year after reaching step 25.

G. Provisions Common to All Salary Schedules

1. Teachers' Salary Schedule I shall apply to all teachers having less than five years of preparation; Schedule II to teachers having 30 semester hours of approved graduate credits beyond the Bachelor's Degree; Schedule III to teachers with 60 semester graduate and/or approved in-service credit beyond the Bachelor's degree; and Schedule IV to teachers with 90 semester hours or more beyond the Bachelor's Degree. All above schedules will be increased by \$500 for teachers possessing a Master's Degree in education or related subject matter. Employees hired to commence work on or after July 1, 1985, shall not be entitled to the Master's Degree stipend. Teachers with an approved Ph.D./EdD. degree will be placed on Schedule V.
2. Intermediate credit payments between schedules will be allowed at the rate of \$35 per approved credit hour effective July 1, 2008. Effective July 1, 2010 the rate will be \$37 per credit hour. Effective July 1, 2012 the rate will be \$39 per credit hour. These credit hours must be completed prior to September 1 of each year and the official transcripts must be on file in the District Office by November 1.

3. Credit for Master's Degree

- a. The stipend for the completion of a Master's Degree will be paid beginning with the semester following its completion. If the degree is earned between September 1 and January 31, one-half of the stipend will be paid during the second semester and the full stipend yearly thereafter. However, employees hired on/or after July 1, 1985, shall not be entitled to the stipend for the Master's Degree.**
- b. A teacher hired prior to July 1, 1985, will be credited with an additional Master's Degree stipend for a second Master's Degree provided:**

1) Elementary Teachers Grades K-6

A) The second Master's Degree is awarded in Advanced Classroom Teaching, Social Studies, Language Arts, Elementary Education, Reading, or Psychology, and provided the first Master's Degree was not in the same area; or

B) The second Master's Degree is awarded in Art, Library, Science, Music, Physical Education, Remedial Reading, or Speech Therapy, provided the person is now teaching in the particular area in which the degree is awarded and provided the first Master's Degree was not in the same area.

2) Secondary Teachers (Grades 7-12)

A) The second Master's Degree is awarded in Advanced Classroom Teaching, Psychology, or in the subject area in which the teacher is employed and provided the first Master's Degree was not in the same area.

B) Content area or special area Master's Degree will not be allowed if they are the second Master's Degree unless the teacher is currently employed in the area of the second Master's.

3) The request for other degree programs not named above will be submitted to the Assistant Superintendent, Instruction. This decision is not subject to the grievance procedure.

4. Advancement to Higher Schedule: Teachers completing the requirements for placement on higher schedules will be placed on each schedule beginning with the semester following completion of the requirements. For example, if 30 hours above the Bachelor's Degree are completed between September 1 and January 31, one-half of the increased salary allowance will be paid during the second semester and the full amount added each year thereafter.

5. 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 a part of the regular program of a university or college and will carry regular university credit. However, some of these in-service courses may not be a part of the regular offerings of a university or college. Such courses may be taught by individuals other than university or college

professors. When such courses are officially approved by the Board, in-service credits shall be awarded on the basis on one credit per 15 clock hours of instruction or one-half credit for 7.5 clock hours of instruction to be paid in one-credit increments.

a. In Service Credit Used for Schedule Advancement

Teachers on or between any salary schedules shall be permitted to use up to 18 in-service credit hours toward attainment of each salary schedule. Upon reaching Schedule IV, teachers will receive \$35 per approved credit hour effective July 1, 2008, for a total of 30 credit hours beyond Schedule IV. Effective July 1, 2010 the rate will be \$37 per credit hour. Effective July 1, 2012 the rate will be \$39 per credit hour. Graduate credits are acceptable for all of the 30 hours. However, teachers may use a maximum of 18 hours in-service credit towards the 30 hours beyond Schedule IV for salary advancement.

Once a teacher reaches Schedule IV, credits beyond the 18 in-service hours must be taken as one-time payments as per Article 22, 5.b. Teachers will advance to Schedule V upon completion of an approved doctoral program.

b. In-Service Hours Not Used for Schedule Advancement

Teachers may be limited in the use of in-service credit hours for salary schedule advancement by the preceding paragraphs or they may elect not to use the approved in-service credit toward advancement to another salary schedule. Those hours not used for salary schedule advancement shall be paid at the rate of \$130 per credit

hour on a one-time basis, effective July 1, 2008. Effective July 1, 2010, the rate will be \$132 per credit hour. Effective July 1, 2012, the rate will be \$135 per credit hour.

- c. Applications for in-service credit must be submitted by October 1 in order to be credited in the first semester, and by April 1 in order to be credited in the second semester.
6. An allowance for military service in the U.S. Armed Forces will be allowed teachers as follows: Effective July 1, 2008: \$102.50 for the first year and \$51.25 for each additional year, not to exceed \$307.50; Effective July 1, 2009: \$105.06 for the first year and \$52.53 for each additional year, not to exceed \$315.18; Effective July 1, 2010: \$107.95 for the first year and \$53.97 for each additional year, not to exceed \$323.83; Effective July 1, 2011: \$110.92 for the first year and \$55.45 for each additional year, not to exceed \$332.72; Effective July 1, 2012: \$114.25 for the first year and \$57.11 for each additional year, not to exceed \$342.69; such amount to be added to the teacher's salary each year.
7. Teachers of special classes for the mentally handicapped, corrective speech teachers, and reading consultants are placed on schedules \$307.50 higher for 2008-09 year, \$315.19 for the 2009-10 year, \$323.86 for the 2010-11 year, \$332.77 for 2011-12 year, and \$342.75 for the 2012-13 year than the above schedules.
8. To be eligible to advance past Step 15 and beyond, a teacher must have completed six credit hours of educational courses or in-service training during the previous five

years. For the purpose of this provision, the five-year period is defined as September 1 through August 31.

9. Credit for outside experience will be based on an individual evaluation of such experience. Placement on the appropriate step and schedule will not be greater than the number of years of prior teaching experience and/or education attained.
10. Department chairpersons will receive 10% above their placement on the Teacher's Salary Schedule. However, the maximum annual stipend shall be \$5,446 in 2008-09; \$5,582 in 2009-10; \$5,736 in 2010-11; \$5,894 in 2011-12; and \$6,071 in 2012-13.
11. Subject coordinators will receive the following stipends above their regular salary placement:

	2008-09	2009-10	2010-11	2011-12	2012-13
High School	\$2,320	\$2,378	\$2,443	\$2,511	\$2,586
Grades 7 & 8	\$1,743	\$1,787	\$1,836	\$1,886	\$1,943

12. School Psychologists will have a fifteen-step salary schedule which shall be Steps 11 through 25 on Schedules II, III, IV, and V of the Teachers' Salary Schedule, provided they meet the requirements of Schedule II. Otherwise, they will be employed on the same basis as any other teacher. The other general provisions of this article apply to the school psychologists.
13. The rate of pay for driver education shall be 1/1450 per hour based on the teacher's annual salary. The Driver Education Coordinator shall be paid a stipend of \$838 in

2008-09, \$859 in 2009-10, \$883 in 2010-11, \$907 in 2011-12, and \$934 in 2012-13.

14. Teachers shall receive their regular step movement (increment) as provided in the salary schedule.
15. Secondary teachers are assigned to teach no more than five class periods per day. The voluntary agreement of a teacher to work more than five periods will not result in the layoff or reduction in schedule of another teacher. It is not the District's intent to eliminate positions due to the use of teacher volunteers.
16. Teachers who have attained National Board Certification shall be compensated at the following annual rates: effective July 1, 2008, the rate will be \$1,250; effective July 1, 2010, the rate will be \$1,500; effective July 1, 2012, the rate will be \$1,750.

H. The District shall establish an IRS 125 Cafeteria Plan.

I. Direct Deposit

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

J. Staff Development

All teachers attending New Teacher Orientation shall be paid \$26 per hour of attendance in the 2008-09 school year; \$27 per hour of attendance in the 2009-10 school year; \$28 per hour of attendance in the 2010-11 school year; \$29 per hour of attendance in the 2011-12 school year; \$30 per hour of attendance in the 2012-13 school year.

ARTICLE 23

INSURANCE AND ANNUITIES

A. The District shall provide the following health insurance for each employee and his/her dependents at the Board's expense:

1. Effective January 1, 2009, the District will offer a Blue Shield PPO 816 plan, with vision rider. Premiums for the health insurance 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 the \$20.00 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 a Capital District Physicians Health Plan (CDPHP) EPO plan.

a. Individual Plan – The District will pay 90% of the premium for individual plan.

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 \$15.00 plan.

3. Health Insurance Continuation After Resignation

Teachers who resign from the District as of June 30 in a given year may have their health insurance premiums paid for in the same manner as when they were employed, provided the teacher notifies the District by a formal resignation prior to the January 1 preceding the June 30 resignation date. If the notification of resignation is less than six months, the Health Insurance continuation shall be carried out pursuant to the following schedule:

Number of Months Advance Notice Prior to Resignation	Number of Months Health Insurance Continued After Resignation
6	6
5	5
4	4
3	3
2	2
1	1

B. Prescription Drug Plan

Effective January 1, 2009, the District will make available a prescription drug plan for each employee and dependents, with the option to carry 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 plan.
- 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. Dental/Optical Expense Reimbursement Plan

Employees must elect either the dental/optical reimbursement plan or Delta Dental plan by May 30th of each year. Employees will be compensated as stated below:

1. Dental Optical Reimbursement Plan – Each bargaining unit employee who chooses this plan will be reimbursed annually for dental/optical expenses for self or dependents incurred during the reimbursement year pursuant to the following formula:

a. Effective July 1, 2008

<u>Dental/Optical Expense</u>	<u>Reimbursement</u>
Up to \$375	80% (i.e. up to \$300)
\$376 to \$1,125	50% (i.e. up to \$375)
Annual Maximum Reimbursement is \$675 per year.	

b. Effective July 1, 2009

<u>Dental/Optical Expense</u>	<u>Reimbursement</u>
Up to \$400	80% (i.e. up to \$320)
\$401 to \$1,160	50% (i.e. up to \$380)
Annual Maximum Reimbursement is \$700 per year.	

c. Effective July 1, 2010

<u>Dental/Optical Expense</u>	<u>Reimbursement</u>
Up to \$425	80% (i.e. up to \$340)
\$426 to \$1,195	50% (i.e. up to \$385)
Annual Maximum Reimbursement is \$725 per year.	

d. Effective July 1, 2011

<u>Dental/Optical Expense</u>	<u>Reimbursement</u>
Up to \$450	80% (i.e. up to \$360)
\$451 to \$1,230	50% (i.e. up to \$390)
Annual Maximum Reimbursement is \$750 per year.	

e. Effective July 1, 2012

Dental/Optical Expense

Up to \$475

\$476 to \$1,265

Annual Maximum Reimbursement is \$775 per year.

Reimbursement

80% (i.e. up to \$380)

50% (i.e. up to \$395)

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

2. Delta Dental Plan – The District shall pay a maximum yearly amount toward the annual premiums for Delta Dental Plan, for each bargaining unit employee who chooses this plan in lieu of the dental/optical reimbursement plan, pursuant to the following formula: Effective July 1, 2008 the District will pay a maximum of \$675 per year per teacher; Effective July 1, 2009 the District will pay a maximum of \$700 per year per teacher; Effective July 1, 200810 the District will pay a maximum of \$725 per year per teacher; Effective July 1, 2011 the District will pay a maximum of \$750 per year per teacher; Effective July 1, 2012 the District will pay a maximum of \$775 per year per teacher.

- D. The District will provide a \$50,000 life insurance policy for each teacher at the District's expense.

The District will purchase a group double indemnity provision for accidental death and dismemberment.

- E. An employee working a minimum of 1,000 hours per year who is willing to contribute a minimum of \$200 per year will be eligible to participate in a tax-sheltered annuity plan established pursuant to U.S. Public Law #87-370.

F. Members that 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.

ARTICLE 24

EARLY RETIREMENT PLAN – ATTENDANCE

The South Colonie Central School District and the South Colonie Teachers' Association encourage and commend those employees who have been able to provide excellent services to the School District. The South Colonie Teachers' Association and the Superintendent realize the impact of good attendance on the effective functioning of the school system. They affirm that a good attendance pattern by teachers is helpful for greater student learning.

In order to help achieve these goals, the Association agrees to cooperate with the District in the establishment of an attendance improvement program. Part of the program shall include the establishment of an Early Retirement Plan based upon accumulated sick leave and personal leave.

Early Retirement Plan

- A. A teacher who is eligible for retirement under the New York State Teachers' Retirement System, having attained at least 20 years credited service and who has reached age 55 or over during the school year prior to retirement and who submits a written, firm notice of official retirement as indicated below, shall be eligible for the following retirement benefit:

A teacher shall receive compensation for 50% of their unused accumulated sick leave/personal leave days up to a maximum of 275 accumulated days effective July 1, 2008 (i.e. 50% of 275 = 137.5 days); up to a maximum of 290 accumulated days effective July 1, 2010 (i.e. 50% of 290 = 145 days); up to a maximum of 300 accumulated days effective July 1, 2012 (i.e. 50% of 300 = 150 days). The compensation shall be as follows:

Effective 07/01/08: \$105.00 per day to max. of \$14,437.50

Effective 07/01/10: \$108.00 per day to max. of \$15,660.00

Effective 07/01/12: \$110.00 per day to max. of \$16,500.00.

Teachers who reach age 55 during July or August may retire on June 30 of the year of their 55th birthday.

- B. Eligible teachers wishing to retire effective July 1 must give notice to the District on or before February 15 preceding the effective date of retirement.
- C. The increment so determined will be added to the base pay during the four months prior to the retirement date unless otherwise specified. Sick leave or personal leave used in the last year of service prior to retirement will be used according to Article 13, Section A.4. Days used beyond this entitlement

shall constitute a reduction in the number of days eligible for this benefit.

- D. Employees eligible for the above retirement incentive and who are participating in a District –sponsored health insurance plan at the time of their retirement shall have the option to be paid their compensation through payroll checks, have the payout amount held by the District and placed in a pre-paid health insurance account or any combination of the above to a maximum of the employee's allowable retirement compensation.

The District will draw funds from the employee's prepaid account to pay for their respective health insurance premiums in retirement until such time as the available funds are exhausted. After prepaid funds are exhausted, in order to maintain health insurance coverage, the employee will be responsible for district payment of their share of the health insurance premiums. In the event of the retiree's death, any portion remaining of this credit shall be paid to the retiree's estate.

ARTICLE 25

GENERAL PROVISIONS

- A. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to , deleted from or modified during the term of this Agreement only through the mutual consent of the parties in a written and signed amendment to this Agreement.

- B. This Agreement shall supersede any rules, regulations, policies, or practices of the Board which shall be contrary to or inconsistent with its terms.
- C. If any provision of this Agreement or any application of the Agreement shall be found contrary to law, then such provision or application shall not be deemed valid except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- D. The Board and Association will share the expense of reproducing copies of this Agreement. All teachers now employed will be given copies within two weeks after its execution. All teachers employed after the execution of the Agreement will be given copies upon their employment.
- E. Mileage Reimbursement: Teachers who use their personal automobile for approved travel on District business shall be reimbursed at the IRS per mile allowance rate. The IRS rate for the school year shall be the rate in effect on July 1 of that school.
- F. Part-time employees who work less than .50 of the time that a full-time employee in the same position would work shall not receive benefits under Article 23, Insurance and Annuities, but such employees shall receive pre-rata benefits under Article 13, Absences and Leaves.

Part-time employees who work .50 to .99 of a full-time equivalent (FTE) position shall receive pro-rata benefits based upon their FTE for benefits indicated under Articles 13 and 23.

ARTICLE 26

DURATION OF AGREEMENT

- A. The provisions of this agreement shall remain in force and effect from July 1, 2008, until June 30, 2013.
- B. None of the provisions of this Agreement shall be retroactive unless otherwise provided in the Agreement.

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 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.

IN WITNESS WHEREOF, the parties hereto, the Superintendent of the South Colonie Central School District, the President of the Board of Education for the South Colonie Central School District, and the members of the Negotiation Committee of the South Colonie Teachers' Association for said Association, have hereunto affixed their names and seals this _____ day of July 2008.

SOUTH COLONIE CENTRAL SCHOOL DISTRICT

By:


James T. Ryan
President, Board of Education

By:


Michael J. Marcelle
Superintendent

Attest:

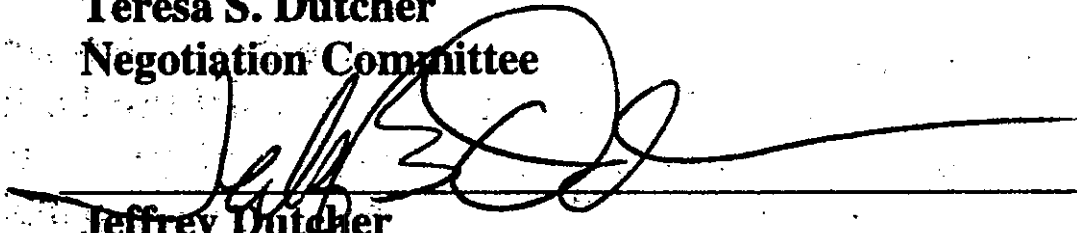

Joyce Gay
District Clerk

SOUTH COLONIE TEACHERS' ASSOCIATION

By:


Teresa S. Dutcher
Negotiation Committee

By:


Jeffrey Dutcher
SCTA President

Appendix A

Grievance No. _____

**SOUTH COLONIE CENTRAL SCHOOL DISTRICT
GRIEVANCE REPORT FORM PURSUANT TO ARTICLE 4**

Name of Grievant _____ Date Received _____ Grade/Subject _____

Date Filed _____ Building _____ PR & R Chairperson _____

STEP I

A. Date Grievance Occurred _____ B.1. Name of Grievance [State
Clause(s)] Violated: _____

B.2. Remedy Sought _____

GRIEVANT'S SIGNATURE _____ Date _____

Description by Principal _____

Date of Informal Discussion (If Held) _____

SIGNATURE _____ Date _____

D. I (We) wish to appeal this grievance to Superintendent _____

SIGNATURE _____ Date _____

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STEP II

A. Date Received by Superintendent _____ B. Hearing Date _____

C. Disposition by Superintendent or Designee _____

SIGNATURE _____ Date _____

D. Reply of Grievant or Association _____

SIGNATURE _____ Date _____

STEP III

A. Date Submitted to Arbitration _____

B. Disposition and Award Arbitrator ____ (attach to this form) _____

(NOTE: If additional space is needed for any of the above, attach any additional sheets to both copies.)

Copies of grievance and attachments to: Administrator Involved
 PR & R Chairperson

Following the completion of the procedure, one copy will be returned to the PR & R Chairperson indicated above and the second copy will be retained by the district.