



**Cornell University**  
**ILR School**

### **NYS PERB Contract Collection – Metadata Header**

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see <http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853  
607-254-5370 [ilrref@cornell.edu](mailto:ilrref@cornell.edu)

#### **Contract Database Metadata Elements**

**Title: North Collins Central School District and North Collins Teachers Association, New York State United Teachers (NYSUT), American Federation of Teachers (AFT) (2015) (MOA)**

**Employer Name: North Collins Central School District**

**Union: North Collins Teachers Association, New York State United Teachers (NYSUT), American Federation of Teachers (AFT)**

**Local:**

**Effective Date: 12/03/2015**

**Expiration Date: 06/30/2018**

**PERB ID Number: 5773**

**Unit Size:**

**Number of Pages: 52**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

**AGREEMENT BETWEEN  
CHIEF EXECUTIVE OFFICER  
NORTH COLLINS CENTRAL SCHOOL DISTRICT**

and

**NORTH COLLINS TEACHER ASSOCIATION**

**2015-2016**

**2016-2017**

**2017-2018**

*12/3/2015 — 6/30/2018*

## TABLE OF CONTENTS

	<u>PAGE</u>
1. Recognition .....	6
2. Negotiating Procedures .....	6
3. Compensation and Conditions of Employment .....	6-7
4. Working Conditions - Load .....	7-10
4.1 Teachers Hours .....	7
4.2 Lunch Period and Unassigned Time .....	7
4.3 Class Load.....	8
4.4 Board Responsibilities .....	8
4.5 Substitute Provisions.....	8
4.6 Faculty Rooms .....	8
4.7 Miscellaneous Provisions.....	8-9
4.8 Professional Responsibilities .....	9
4.9 Fair Dismissal .....	9-10
5. Vacancies .....	10
6. Leaves of Absence .....	10-15
6.1 Leaves of Absence .....	10-11
6.2 Sick Time Allowance, Including Pregnancy .....	11-13
6.3 Illness in Immediate Family.....	13
6.4 Absence Under Workers' Compensation .....	13
6.5 Jury Duty and Subpoenaed Court Service .....	14
6.6 Authorized Absences for Special Conditions .....	14
6.7 Death in Family.....	14
6.8 Personal Leave .....	14-15
6.9 Policies on Pay for Absence Due to Severe Weather and Other Emergency Conditions .....	15
7. Sabbatical Leave .....	15-16
7.1 Eligibility and Criteria .....	15

## TABLE OF CONTENTS

	<u>PAGE</u>
7.2 Applications .....	15-16
7.3 Salary .....	16
7.4 Other Provisions.....	16
8. Other Employee Benefits .....	16-18
8.1 Tax sheltered Annuities .....	16
8.2 Health Care and Other Compensation Plan .....	17
8.3 Cafeteria Plan/Health Insurance .....	17-18
8.4 Retirees.....	18
8.5 Vote Cope Payroll Deductions.....	18
9. Protection of Teachers .....	18-20
9.1 Legal Aspects.....	18-19
9.2 Personnel File.....	19
9.3 Seniority Clause.....	19-20
10. Miscellaneous Provisions.....	20-21
10.1 Contract Terms.....	20
10.2 Privileges of the Association .....	20-21
11. Duration of Contract .....	21
12. Grievance Procedure .....	21-25
12.1 General.....	21-22
12.2 Grievance Procedure .....	23-24
Grievance Record.....	25
13. Implementation for Salary Schedule.....	26-27
14. Salary Provisions .....	27-28
15. Salary Schedules .....	29-32
16. Salary Schedules – Extra-Curricular Activities, Interscholastic Athletics & Chaperones - (NCCS) .....	33-40
16.1 Playoff Games.....	39
16.2 Chaperones.....	39-40

## TABLE OF CONTENTS

	<u>PAGE</u>
16.3 Chemical Hygiene .....	40
17. Summer Employment .....	40
17.1 Driver Education .....	40
17.2 Guidance Counselor .....	40
17.3 Interview Process & Planning Time .....	40
17.4 Summer School Pay .....	40

AGREEMENT BETWEEN  
CHIEF EXECUTIVE OFFICER  
NORTH COLLINS CENTRAL SCHOOL DISTRICT  
and  
NORTH COLLINS TEACHER ASSOCIATION

AGREEMENT dated ~~November~~ <sup>December 3</sup> 2015, between the Chief Executive Officer, North Collins Central School District, and the North Collins Teacher Association.

The above-named parties hereby agree as follows:

DEFINITIONS

Except as otherwise stated in this agreement, wherever used herein, the respective terms hereinafter in this Agreement shall have the respective meanings hereinafter set forth.

1. The term "Board" means the Board of Education of North Collins Central School District.
2. The term "Association" means the North Collins Teacher Association.
3. The term "Superintendent" means the Chief Executive Officer or anyone designated to act on his behalf. A written statement of explanation will be included at time of designation.
4. The term "Employees of the Bargaining Unit" shall mean all teachers on the teaching staff including half-time teachers and Teaching Assistants. It is understood that Article 4.9 Fair Dismissal--Board Prerogatives, Probationary Period applies to full-time teachers and full-time teaching assistants.

## 1. RECOGNITION

The employer agrees that the North Collins Teacher Association shall be the sole and exclusive representative for all employees within the teaching unit for the purpose of collective bargaining and grievances, and to unchallenged representation status pursuant to Section 208(2) of the Public Employees Fair Employment Act.

## 2. NEGOTIATING PROCEDURES

- 2.1 Upon request of either party for a meeting to open negotiations for a new contract, a mutually acceptable meeting date will be set not more than 15 days (work days) following such request. Such request is to be made on or before January 15th of the contract expiration year.
- 2.2 The initial meeting shall be devoted to setting procedures and general discussions. Exchange of proposal packages to take place at the second meeting.
- 2.3 That during negotiations, as tentative agreements have been reached, they shall be reduced to memorandum language and signed by both spokespersons. Such memorandum shall be reduced to contract language as promptly as possible prior to completion of the agreement. It is understood that all agreements are tentative subject to the acceptance of the whole agreement.
- 2.4 At the end of each negotiating session, a date shall be agreed upon for the next meeting.
- 2.5 NCTA negotiations team members will be allowed to restructure, streamline, and update the index of the current contract. NCTA will be responsible for drafting the changes with the district collaboration as the style and format of the contract. The NCTA will be responsible for the final copy upon the district sign off and approval.
- 2.6 This agreement shall constitute the full and complete commitment between both parties and may be altered, changed, added to, deleted from or modified, only through the voluntary, mutual consent of the parties in a written and signed amendment to this agreement.

## 3. COMPENSATION AND CONDITIONS OF EMPLOYMENT

- 3.1 The salary schedules of teachers to be employed in Pre-K through Grade 12 for the school year, and the implementation thereof, are set forth in Section 15.
  - 3.11 Credit for prior experience-newly hired teachers with prior public school teaching experience or prior private school teaching experience shall be placed on the appropriate salary step of said salary schedule, if after careful consideration of said prior service the Board of Education deems this appropriate.
    - (1) A teacher, upon initial employment, may be credited with an unlimited number of years prior teaching experience and placed on appropriate salary step.
    - (2) Appropriate service with the State Department of Education, teaching in schools operated for military service departments, and similar types of prior service will be considered for placement on the appropriate salary step.
  - 3.12 Military Service and Peace Corp Service – Teachers with prior military service or Peace Corp Service may be placed on the appropriate salary step of said schedule, based upon careful evaluation of said service by the Board of Education.

- 3.13 Since it is desirable for each teacher to use an uninterrupted planning period each day, the practice of using a regular teacher as a substitute, thereby depriving him of his planning period, is undesirable and should be discouraged.

#### 4. WORKING CONDITIONS – LOAD

##### 4.1 TEACHERS HOURS

- 4.11 The hours for teachers will be as follows:

K-12-- 7 Hours and 15 minutes per day, Monday through Friday, excluding holidays except in the case where an unforeseen emergency arises which necessitates the Board altering the working hours. However, the responsibility for pupils remaining after regular hours for extra teacher assistance, club activities, intramurals, etc., rests with the teacher who is supervising this activity.

Beginning and ending times will be established by the Board of Education prior to September which will best meet the needs of student learning and the district.

- 4.12 Teachers are required to attend regular, reasonably scheduled faculty meetings, department meetings, building meetings, district meetings, and those deemed necessary and important by members of the administrative staff; generally these meetings will be limited to one meeting per week. Said meetings will not be scheduled for Fridays, provided that this limitation shall not apply to Superintendent Conference Days or emergency meetings.
- 4.13 The number of teacher work days, beginning in the 2015/2016 school year shall not exceed one hundred eighty-seven (187) days. The school year shall not begin earlier than September 1<sup>st</sup> and the last day shall not be later than June 30<sup>th</sup>; provided however, that nothing in this paragraph shall preclude (i) required attendance of new teachers for orientation; (ii) additional employment of guidance counselors; (iii) summer employment or compensated committee work; (iv) attendance by teachers on the minimum number of days during the school year necessary to prevent loss of state aid and (v) Staff Development Days.

The number of student days shall not exceed one hundred eighty-four (184) days.

##### 4.2 LUNCH PERIOD AND UNASSIGNED TIME

- 4.21 When the daily hours of a teacher's continuous contact time exceeds three and one-half (3.5) hours but less than five (5) hours, a period of at least fifteen (15) minutes in length, which shall be free from assigned duties and scheduled so far as practical during the hours normally allotted to pupils lunch periods, will be provided each teacher.
- 4.22 All full-time elementary teachers shall have two hundred (200) minutes of preparation time per week. One (1) preparation period each day shall be a minimum of thirty (30) minutes. Part-time teachers' preparation time shall be thirty (30) uninterrupted minutes per day.

During these periods, teachers shall not be assigned to any other duties except for emergencies or unusual scheduling problems. Preparation periods shall not be used for AIS.

#### 4.3 CLASS LOAD

- 4.31 In keeping with the Board's policy of providing the best possible educational program for children of the district, class size and teacher assignments will be maintained at a level consistent with sound and current educational practice.
- 4.32 Teachers in the JSHS shall have no more than six (6) student contact periods during regular class periods. A contact period shall constitute anything other than lunch for a teacher and planning periods. In addition, each teacher shall also receive no less than thirty (30) minutes of uninterrupted lunch. Upon agreement between the building principal, the Association President and the teacher, student contact hours may exceed (6) periods. Whenever it is necessary for a sixth period to be taught, the scheduling of said period will rotate between appropriately certified individuals.

#### 4.4 BOARD RESPONSIBILITIES

The Board shall make every effort to provide, where not now provided:

- 4.41 A separate desk which may be locked for each teacher in the system.
- 4.42 A suitable place for the teacher in which he or she may place wearing apparel and personal items.

#### 4.5 SUBSTITUTE PROVISIONS

- 4.51 The District provides an automated system to secure substitute staff for teachers and teacher assistants. The automated service is web based and may also be accessed by telephone. Teachers are responsible to contact the service at least one (1) hour prior to the scheduled starting time. Teachers and teacher assistants may request specific substitutes and the administration agrees to attempt to provide that substitute if they are available. Training will be provided to all users of this system.
- 4.52 In cases where the district is unable to provide a substitute teacher and the district asks a teacher/assistant to cover the class, that teacher/assistant shall receive twenty dollars (\$20) for each coverage request.

#### 4.6 FACULTY ROOMS

- 4.61 In each teaching building of the district, one room will be provided by the district for the use of the faculty. Teacher Faculty Rooms will be designated on rooms marked "FACULTY ROOM".

#### 4.7 MISCELLANEOUS PROVISIONS

- 4.71 Attendance and participation at Open House/Houses is required of all employees. On the day of Open House, Teachers/Teaching Assistants may leave upon regular dismissal of students.
- 4.72 Members of the instructional staff involved in pupil instruction shall be expected to keep plan books, class registers, pupil attendance registers, in accordance with established practice.
- 4.73 Members of the instructional staff are expected to participate in and/or initiate parent conferences which may include day or evening conferences to better accommodate our

parent's schedules. This will not exceed more than one (1) conference per semester. It shall be included in the district calendar, excluding Fridays. It must follow the hours from section 4.11, and may not go past the 8 pm hour. Teachers will have no students on the day of the evening conference.

- 4.74 Members of the instructional unit are expected to carefully consider individual student achievement in subject matters and initiate a program of individual help for non-achievers within the teachers' contracted day.
- 4.75 Teachers are generally expected to be available where they may be reached for pupil consultation, parent contacts, office contacts, etc., during unassigned times and periods. This is especially expected and necessary for the period of time not consumed by staff and department meetings following the normal pupil day. If a teacher wishes to leave the building during the school day, permission must be obtained from the building administrator.
- 4.76 A telephone will be made available for the exclusive use of teachers in their communication with parents and other school business matters.
- 4.77 The district will provide a mentoring program at district cost and developed as a component of the Professional Development Plan (PDP). The mentoring relationship will commence on the date of the mentor-apprentice teacher assignment and conclude at the end of the school year. The district will provide substitute teachers to release the mentor and apprentice teacher for observation and other mentoring activities. A stipend in the amount of \$500.00 will be awarded to the teacher mentor. In addition, a \$500 stipend will be awarded to the "Mentor Liaison."

#### 4.8 PROFESSIONAL RESPONSIBILITIES

- 4.81 Every effort shall be made not to require teachers to participate in more than two co-curricular activities outside of their regular school hours. This provision shall not apply to Open House; nor shall it apply to faculty meetings, which shall be limited to a reasonable number and which shall, except in emergencies, not exceed one hour after school. The teacher is encouraged to participate in school functions as a part of this professional responsibility.
- 4.82 See APPR Document for Observation & Annual Review information

#### 4.9 FAIR DISMISSAL--BOARD PREROGATIVES, PROBATIONARY PERIOD

- 4.91 Fair Dismissal--Board Prerogatives: The direction of the employees, including the right to hire, assign, transfer, promote, discharge or discipline for just cause, the right to determine the extent to which the educational facilities shall be operated, the right to change methods or procedures or to use new equipment and the right to extend, limit or curtail its operations are vested exclusively in the Board of Education within the limits of the law.

In no case shall the exercise of the above prerogatives of administration be in derogation of the terms and conditions of this agreement.

If any employee feels aggrieved by any action of the Board or its designated representatives, taken pursuant to this Article, he shall have recourse through the grievance procedure as set forth in this agreement.

- 4.92 Probationary Period: If during probation a teacher is granted a leave or is absent for a period in excess of thirty (30) consecutive work days, then such probationary period shall be extended by the number of work days which the teacher was absent.

If an employee on probation is discharged, the discharge cannot be made the subject of a grievance.

## 5. VACANCIES

- 5.1 All vacancies, pending vacancies, and newly created positions, will be posted when they occur. Such posting will be emailed to all NCTA members of each school building of the school district, and shall remain posted until said positions are filled.

The provisions of the preceding paragraph do not apply to unpaid vacancies or unpaid positions, nor do they apply to positions related to co-curricular activities, interscholastic sports, or to other similar positions which are not part of a regular teaching position.

- 5.2 Vacancies shall be filled at the discretion of the Board of Education from applicants within or without the district. Consideration will be given to certified employees or the North Collins Central School District who apply for such positions.

## 6. LEAVES OF ABSENCES

Except as expressly authorized by the Board of Education, leaves of absence shall be limited to those specified in this article.

### 6.1 LEAVES OF ABSENCE

Leaves of Absence may be granted to tenure and probationary employees by the Board of Education as follows:

- 6.11 Military Service--Leaves of Absence for military service shall be granted as provided in Section 243 of the Military Law governing military service and training.
- 6.12 In the cases where absences due to illness or disability shall extend beyond an employee's sick leave benefits, as provided in this agreement, said employee shall be granted an unpaid leave of absence for the duration of the illness or disability provided that a doctor's report is submitted indicating that the employee is physically incapable to perform his/her regular duties. Such unpaid leave of absence shall not be granted beyond the last day of the current school year.

An employee whose illness or disability, as confirmed by his/her attending physician, extends beyond the current school year and into the following school year may request, upon notice to the Superintendent, not later than 30 days prior to the beginning of such leave request, an extended leave of absence without pay for a period not less than one semester nor more than two semesters. A further leave of absence without pay shall not be granted unless the employee returns to his/her position and serves continuously for six months.

In exceptional cases, a further leave extension without pay may be permitted by the Board of Education for good cause shown and where the interests of the school district would be served.

Leave under this section may be withheld or terminated if the Board of Education determines that the illness or disability is of such a nature as to permanently incapacitate the employee for the performance of the duties of his/her position.

#### 6.13 Child Rearing Leave

- (A) The Board may grant a leave of absence without pay or increment, for child rearing (pre-school age) for a period(s) of time not to exceed two years per child, from the date the teacher requests such leave to begin. Successive leave may only be granted after returning to work for one (1) semester. Such leave may be granted to any regularly employed and certified teacher as per New York State Law.
- (B) Request for child rearing leave must be filed with the Superintendent through the immediate superior at least sixty (60) days prior to the date the teacher desires such leave to commence (when possible). In the event the child rearing leave is related to pregnancy, the teacher may request the leave to begin upon conclusion of her disability as attested to by a physician.
- (C) The expiration date of the child rearing leave request shall coincide with the end of a quarter (10, 20, 40 weeks), and shall be so specified in the leave request form. The teacher may request any length of leave up to the two (2) years which ends at the end of a quarter providing the leave period is specified. If a teacher requests a leave of less than two (2) years, it shall be extended by Board action provided that the teacher files a request for extension fifty (50) days prior to a leave expiring at the end of a quarter. Only one (1) extension shall be granted.
- (D) All leave requests must specify the dates when the leave will be effective and the date when the teacher will return to teaching. A teacher on leave must notify the Superintendent prior to the expiration of such leave whether or not he/she intends to return to teaching at the time specified in the leave request; and this notification shall be made in writing not later than December 1 for a leave expiring at the end of the first semester, and not later than April 30 for a leave expiring at the end of the second semester.
- (E) Child rearing leave for any given child is nonrenewable beyond two years for any given leave.
- (F) Child rearing leave and other leaves without pay, except for illness or disability, shall not be counted toward seniority in a tenure area.

#### 6.2 SICK TIME ALLOWANCE, INCLUDING PREGNANCY

- 6.21 Sick time allowance is leave with full compensation.
- 6.22 Sick time allowance shall not be available to those employed on an hourly or per diem basis.
- 6.23 Sick time allowance shall be for personal disability resulting from sickness, injury, medical examination, or other cause except as herein provided or excluded.
  - (1) In those instances where a teacher employed by the District shall know in advance of an anticipated illness or other disability which shall require such teacher to take a leave of absence (i.e. advance notice of elective surgery, expected childbirth, etc.),

such teacher shall notify the Board in writing, indicating as far as possible, the expected date of commencement of the sickness or disability leave of absence and the anticipated period of duration of such leave of absence.

6.24 At any time the school superintendent has reasonable cause to believe that a teacher employed by the District is ill or disabled, to the extent that such illness or disability impairs such teacher's ability to perform duties or that a teacher who has been absent because of such illness or disability has sufficiently recovered to enable the resumption of duties without physical injury, the school superintendent may require a written statement from such teacher's physician or a medical examination by the school physician, as the teacher shall choose, to determine such teacher's fitness to continue or return to duties. Such proof shall be submitted within five days of request. Physician's statements shall not be unreasonably requested nor shall they be required of the same teacher more frequently than once in any 30 day period.

6.25 The schedule for the number of days of sick time allowance shall be as follows:

(1) Twelve (12) days sick leave must be credited to a teacher at the beginning of a school year. If a teacher does not commence teaching in September, the number of days will be pro-rated at the rate of one day per month. If a teacher resigns and terminates his or her services before the end of the year, the amount of time such teacher is allowed for sick leave will be pro-rated.

a. The number of sick days will be pro-rated for part-time employees in direct proportion to full-time equivalency.

(2) Sick time allowance not used shall be accumulative. However, the days so accumulated shall not exceed 210.

6.26 All sick time credit earned shall be forfeited by the employee upon his termination of employment by the District.

6.27 (Memorandum of Agreement 11/9/98) Each member of the unit will be a member of the "Sick Leave Bank". When the number of days in the sick bank falls below 500, the Teacher' Association may replace those days through member contribution on an equitable basis. Each member shall contribute at least two (2) days and no more than five (5) days of his yearly allowance as described in Item 6.25 (1) of this section, of sick leave days each school year to the "Bank" which shall be established to aid teachers who suffer prolonged illness and whose sick leave accumulation has been exhausted. A teacher shall make his contribution by giving a signed, written authorization to the Business Office of the District by September 30 of the current school year. The Board of Education will initially make a one-time-only contribution, July 1, 1974, for a total of thirty (30) days to start the bank.

At the end of the school calendar year, any personal or sick days members of the unit have which exceed 210 personal or sick days shall automatically be moved to the sick bank.

In cases of extended illness or disability to a member of the bargaining unit and/or those described in Section 6.31, member of the bank will be permitted on written application to the Superintendent and to the Teachers' Association, with adequate justification, to request sick days against the bank in increments of up to 60 days after exhausting all his/her accumulated sick days, but only for illness of a prolonged nature. However, payment from sick bank may begin when teacher has exhausted all his/her accumulated sick days, if

prolonged illness can be documented. (Prolonged illness shall be defined as a continuous illness or disability in excess of thirty (30) consecutive work days.)

A member of the bank may not exceed 120 days of sick bank time per illness or incident. In no case shall a teacher be paid from the sick bank before exhausting all accumulated sick days.

Medical reports may be requested by the Superintendent and/or Teachers' Association in the administration of the bank.

6.28 The Business Office shall provide each member of the North Collins Teacher Association with a written notice of sick time available once during the first payroll in September of each year.

(1) Prolonged illness shall be defined as a continuous illness or disability in excess of 50 consecutive school days.

In no case will a teacher be paid from the sick bank before exhausting 30 consecutive work days.

6.29 Any teacher continuously employed from September 1<sup>st</sup> through June 30<sup>th</sup> who does not utilize any days charged against their accumulated sick leave or personal time shall receive a \$250.00 cash payment in September of the following year. Contributions to the Sick Leave Bank do not pertain to this section.

### 6.3 ILLNESS IN THE IMMEDIATE FAMILY

6.31 The utilization of sick time allowance for illness of a spouse, parent, parent of a husband or wife, an unmarried child, or any relative permanently residing in the personal household in which the employee himself resides is authorized. Sick leave for this purpose shall not exceed five (5) school days for each incident. The Superintendent may at his/her discretion authorize an extension beyond five (5) days. The use of sick time in each occasion shall be charged against accumulated sick time allowance of the individual.

The utilization of sick time allowance for illness of a brother, sister, grandparent and married child is authorized, provided that the use of sick time allowance for this purpose shall in no case exceed four (4) days per year. The use of sick time in each occasion shall be charged against accumulated sick time allowance of the individual.

6.32 The number of sick days will be pro-rated for part-time employees in direct proportion to full time equivalency.

### 6.4 ABSENCE UNDER WORKERS' COMPENSATION

6.41 When an employee is absent from work because of illness or injury covered by Workers' Compensation Insurance carried by the Board of Education, such absence may be considered sick at the option of the employee and charged to accumulated sick leave until exhausted.

6.42 In the event a compensation award is made for lost time and sick leave payments are selected by the employee, such sick leave payments shall be reduced by the amount of compensation awarded during the period of sick leave payment. However, the amount paid to the school district in no case shall exceed the amount paid by the district to the employee.

## 6.5 JURY DUTY AND SUBPOENAED COURT SERVICE

6.51 Employees who are called for Jury Duty or subpoenaed to serve as a witness in court will be compensated at their regular rate of pay upon proof of such service.

## 6.6 AUTHORIZED ABSENCES FOR SPECIAL CONDITIONS

6.61 Authorized absence may be granted to probationary and permanent employees under the following conditions:

Zone meetings, conferences, Committee of 100, workshops, and N.Y.S.U.T. Representative Assembly Meetings--for attendance at professional meetings, conferences, workshops for professional improvement, when approved in advance by the Superintendent or his authorized representative with pay.

Request for these absences must be made on a prescribed form and submitted to the Superintendent, whenever possible, at least 15 days prior to the date or dates of absence requested. A written report of the conference, or workshop, except NYSUT Assembly Meeting, on forms specified by the Superintendent, must be submitted not later than five (5) days after the teacher returns from this absence. Tax exempt forms must be used for expenses to be paid by the district and all claims for reimbursement must be itemized on the school's claim form with applicable receipts attached.

## 6.7 DEATH IN FAMILY

6.71 Each employee, other than those employed on an hourly or per diem basis, may have one (1) day leave per year with full compensation for the death of a relative other than as provided in Section 6.72. Any additional leave requested for this purpose will be charged against sick leave with full compensation. However, such time is available only between the time of the death and the funeral.

6.72 Where the death is in the household or the immediate family, (husband, wife, child, brother or sister of husband or wife, grandparent of husband or wife, parent of husband or wife, son-in-law, daughter-in-law or any relative permanently residing with the employee), such leave shall not exceed five (5) days, except in the case where considerable distance is involved, in which case the five (5) days may be adjusted to meet the needs of the travel time with full compensation. Time taken exceeding five (5) days will be charged against sick time.

6.73 The number of bereavement days will be pro-rated for part-time employees in direct proportion to full-time equivalency.

## 6.8 PERSONAL LEAVE

6.81 Each teacher will be granted three (3) days of personal leave each without a deduction from salary. Requests for personal leave are to be submitted in writing twenty-four (24) hours prior to such leave to the Superintendent.

a. The number of Personal Days will be pro-rated for part-time employees in direct proportion to full-time equivalency.

6.82 It is clearly understood, however, that such leave is not to be used to extend vacations or to provide entertainment related activities. Such leave shall not be granted prior to or

subsequent to a holiday or vacation period without prior written approval of the Superintendent.

- 6.83 No more than three (3) teachers from each building may utilize such leave at any one time.
- 6.84 Teachers may be allowed personal days without pay where reasons do not warrant leave with pay. Requests for leave without pay must be arranged at least two (2) days prior to leave.
- 6.85 All unused personal leave will be credited to accumulated sick leave after the end of the fiscal year.
- 6.86 A teacher may be granted a day of leave for the death of a personal friend with the approval of the building principal (or Superintendent). Such time to be charged to accumulated sick leave.

## 6.9 POLICIES ON PAY FOR ABSENCE DUE TO SEVERE WEATHER OR OTHER EMERGENCY CONDITIONS

### Absence of Teachers on Account of Severe Weather and Other Emergency Conditions

- 6.91 Weather or similar reasons may not be a reasonable excuse for non-attendance with subsequent loss of pay, except when a publicly announced driving ban is in effect in the community in which the employee resides. In such instance there will be no loss of either pay or sick time.
- 6.92 When school is closed to pupils because of weather, or other emergency conditions, it is assumed that teachers also do not have to report for duty. However, the Board of Education may later require that each such day lost to pupils be made up with the corresponding demand for teacher services.
- 6.93 Teachers on sick time allowance preceding the closing of school for weather or other emergency conditions will suffer no loss of remuneration or sick time as a consequence of closing.

## 7. SABBATICAL LEAVE

### 7.1 ELIGIBILITY AND CRITERIA

- 7.11 Applicant must be Professional personnel in the North Collins Central School System on tenure with a minimum of seven (7) years teaching experience in the North Collins Central School District.
- 7.12 Application for approved educational study or educational travel.
- 7.13 Sabbatical Leave can only be granted upon the recommendation of the Superintendent with the approval of the Board of Education.

### 7.2 APPLICATIONS

- 7.21 One member of the teaching staff may be considered for a leave during any single year.
- 7.22 Each applicant for such leave shall file a written application by December 1 for leave July 1 or September 1.

- 7.23 The Board of Education shall complete action on said application by March 1.
- 7.24 Applications for leaves of study must include the name of the institution at which the individual plans to study and the courses to be pursued. Such study should be related to the applicant's professional position or proposed growth.
- 7.25 All applicants must appear before the Board of Education to explain their application requests before the final decision can be made.
- 7.26 It is recommended that each applicant be notified in writing of his acceptance or rejection.
- 7.27 In choosing among applicants, consideration will be given to the probable value of the leave to the district, the number of years of service in the district, the quality of service, the allocation of leaves among the divisions of the school system, and the number and the frequency of previous leaves.

### 7.3 SALARY

- 7.31 The individual granted leave shall receive one-half of their regular salary, not to exceed \$30,000, and one-half of their normal fringe benefits during a full school year leave.
- 7.32 The individual shall be placed on the appropriate salary step upon returning to this system.

### 7.4 OTHER PROVISIONS

- 7.41 Staff members granted sabbatical leaves are obligated to return to the school system for four semesters upon completion of the leave. Upon failure to complete this obligation, the teacher will repay the school system the sabbatical salary pro-rated for the period of unfulfilled obligation.
- 7.42 Upon return from sabbatical leave, the staff member is guaranteed:
  - (1) Reappointment to former tenure area, provided a vacancy exists.
  - (2) Salary credit for college credits earned in direct conformity to the college credit provision of Article 13, page 30.
- 7.43 While on sabbatical leave, the staff member is guaranteed:
  - (1) Continued membership and credit in the retirement system.
- 7.44 Staff members granted sabbatical leaves will submit written reports to the Board of Education:
  - (1) Containing sufficient information to show that the leave accomplished its purpose.
  - (2) Containing information which could aid in evaluating the entire program.

## 8. OTHER EMPLOYEE BENEFITS

### 8.1 TAX SHELTERED ANNUITIES

- 8.11 Teachers may participate in a tax sheltered annuity program. The Board of Education agrees to purchase annuities for employees in accordance with Section 3109 of the New York State Education Law and the provisions of Section 403-b of the Internal Revenue Code of 1954 as amended.

## 8.2 HEALTH CARE AND OTHER COMPENSATION PLAN

8.21 Teachers may participate in a deferred compensation plan.

## 8.3 CAFETERIA PLAN/HEALTH INSURANCE

8.31 The District shall make available and provide 85% group health insurance coverage to all full-time active employees through the NY44 Health Trust. All unit members meeting the requirements for participation in the Health Insurance Program will be entitled to participate. The District shall automatically deduct, in pre-tax dollars, any unit member's health insurance contribution required under this section.

If, and only if, the NY44 Health Trust is dissolved or disbanded during the length of the agreed contract, the district shall provide family and single health care plans. This plan may be different than the plan provided by the NY44 Health Trust. Coverage will still be at 85%.

Participation in the plan will be available to regular members of the teaching staff on the anniversary date of the current plan, (July 01st of each year). New hires will be eligible to participate in the plan on the date of their first day of work.

If a teacher is less than 100% FTE, such coverage will be pro-rated to an amount equal to the appropriate FTE. If a teacher enrolls or discontinues coverage within the plan year, such amount shall be pro-rated to an amount equal to 1/12<sup>th</sup> of the annual amount for each month of coverage.

If a teacher who is participating in the health insurance program is laid-off, that teacher will continue to participate in the health insurance program afforded under this section by paying 100% of the cost. Participation in health insurance program will cease when his or her name is deleted from the eligibility list.

If the insured spouse or a regular member of the teaching staff loses their medical coverage, either through loss of job, death, retirement, or through a change in status, the district will provide the teacher with health insurance within 30 days after receiving written notification from such teacher.

8.32 For all full-time active teachers who choose not to enroll in Health Insurance, an annual amount of fifteen hundred dollars (\$1,500.00) shall be given in cash or benefits, in accordance with provisions of Section 125 or IRC and as contained in the plan document. If a teacher is less than 100% FTE, such amount will be pro-rated to an amount equal to the appropriate FTE. If a teacher does not commence work in September or discontinues service prior to June, such amount shall be pro-rated to an amount equal to 1/12<sup>th</sup> of the annual amount of each month of service.

The district shall contribute \$600 every year to a Section 105 H. Teachers who have contributed money to a Section 125 shall have that money deducted prior to having money deducted from the Section 105 H. A debit card shall be provided to have funds deducted directly from these accounts.

Unit members who opt not to enroll in health insurance and receive the Section 125 and the Section 105 H amounts stated above, must provide proof as deemed sufficient by the District, of their enrollment in health insurance with another employer-sponsored carrier, to be eligible for these amounts.

The Cafeteria Plans will be pro-rated for part-time employees in direct proportion to full-time equivalency.

- 8.33 No employee shall be entitled to cover a dependent or a spouse under the District Health Care Plan if the dependent or spouse is covered by a non-district medical plan. All employees shall file annually with the Business Office an affidavit provided by the District attesting that the employee and any covered dependent or spouse is not covered by another medical plan.
- 8.34 Employee Health Insurance costs shall be deducted from the first twenty-one (21) pays of the school year.
- 8.35 Reimbursed Medical (125 plan) deductions will be adjusted to be deducted from the first twenty-one (21) pays starting for the 2010/2011 school year.

#### 8.4 RETIREES

Benefits are afforded retirees on the same basis as active employees, however, a retiree cannot participate in the plan if he/she was not a participant in the plan as an active member of the teaching staff, or as a participant who has been laid-off and continues until such time his/her name is deleted from the eligibility list. Deletion from the eligibility list is also a deletion from the benefits afforded under this section of the contract.

The Board of Education will provide base coverage for retirees at a cost not to exceed \$1600.00 annually for single coverage and \$3,500.00 annually for family coverage. Annual amount to be pro-rated to months of coverage at a rate of \$133.33 per month for single coverage and \$291.67 per month for family coverage.

In respect to retirees participating in the health insurance program, employees hired after June 30, 1995, will not be afforded the same benefits as those hired before June 30, 1995. The benefits to these newly hired employees as retirees in the health insurance program will be limited as to premiums paid by the district for health insurance coverage to an amount equal to their final year service increment as provided in Section 14.5.

If a retiree participating in the health insurance program predeceases his or her spouse, the spouse will continue to receive the same benefits afforded the retiree under this section during his or her lifetime until they remarry.

#### 8.5 VOTE COPE PAYROLL DEDUCTIONS

- 8.51 Teachers may opt to have Vote-Cope contributions as a payroll deduction to be distributed over twenty-one (21) pay periods.

### 9. PROTECTION OF TEACHERS

#### 9.1 LEGAL ASPECTS

- 9.11 The Board of Education will provide an attorney, or attorneys for, and pay such attorney's fees and expenses necessarily incurred in the defense of a teacher, member of a supervisory or administrative staff, or employee, in any civil or criminal action arising out of any disciplinary action taken against any pupil of the district while in the discharge of his duties within the scope of his employment.

- 9.12 The Board of Education shall save harmless and protect such teachers, members of the supervisory or administrative staff, or employees, from financial loss arising out of any claim, demand, suit, or judgment by reason of alleged negligence or other act resulting in accidental bodily injury to any person within or without the school building while in the discharge of his duties within the scope of his employment.
- 9.13 The Board of Education will arrange with an insurance company to maintain such protection.
- 9.14 However, the Board of Education shall not be subject to the duties and obligations above provided, unless such teacher, member of the supervisory staff, or administrative staff, or employee, shall, within ten (10) days from the time he is served with any summons, complaint, process, demand, notice, or pleading, deliver the original or copy of same to the Board of Education.
- 9.15 Any case of assault on a teacher shall be promptly reported by the teacher to the immediate supervisor who shall immediately notify the Superintendent. When necessary, legal assistance shall be provided to the teacher by the District legal counsel in connection with the handling of the incident with law enforcement and/or judicial authorities.
- 9.16 Privacy: Any discussion between a teacher and any authorized supervisor concerning any area of professional competency shall be done in private. Such matters shall never be handled in the presence of students, or in a public area where either party might suffer professional embarrassment.

## 9.2 PERSONNEL FILE

- 9.21 Each teacher has the right, upon request and reasonable notice, to review his personnel file, except for privileged communications contained therein (such communications to be limited to placement office credentials and statements or letters of recommendations). Each teacher shall have the right to be accompanied by a representative of his own selection during such review. The teacher shall have the right to reproduce information within the file at his cost, with the exception of privileged communications, but the file or its contents shall not be removed from the office in which it is stored. Except for review by the teacher and/or his representative as set forth above, said file shall not be opened to public inspection except upon specific written consent by the teacher. This file shall be the only official file maintained by the school.
- 9.22 No material derogatory to a teacher's conduct, services, character, or personality will be placed in his personnel file unless the teacher has had an opportunity to review such material. The teacher will acknowledge that he has had the opportunity to review such material by affixing his signature and the date to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher shall also have the right to submit a written answer to such material and his answer shall be reviewed by the Superintendent and attached to the file copy.

## 9.3 SENIORITY CLAUSE

- 9.31 In the event of staff cutbacks in a tenure area, the teacher with the least seniority shall be the first to be dismissed.

This is not to preclude in any way the right of the Board to terminate the services of a teacher under Articles 3012, 3031, or other applicable articles, of State Education Law.

Seniority, as herein utilized, shall be defined as length of continuous service to the district. Such continuous service shall include sick leave, with or without pay, military leave, and any other paid leave. Other unpaid leaves shall not be considered for determining seniority.

Employees affected by such cutbacks will be placed on a preferred eligibility list for the maximum time specified by statute. In the event of future vacancies in the tenure area, the teacher(s) with the greatest seniority shall have first opportunity to accept such position(s).

## 10. MISCELLANEOUS PROVISIONS

### 10.1 CONTRACT TERMS

10.11 The terms of this contract shall supersede only those board and administrative rules and regulations and practices which are inconsistent therewith or contrary thereto.

Any agreements with individual teachers shall be made subject to the terms of this contract, as well as other rules and regulations of the administration and Board of Education written or implied.

10.12 Copies of this agreement shall be produced at the expense of the Board of Education and presented to all teachers now employed or hereafter employed during the terms of the agreement. An electronic copy will be made available to NCTA Members via intranet folders and/or special drive access (hard drive).

10.13 This contract may not be modified in whole or in part by the parties except in writing and if mutually agreed.

10.14 It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of laws or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

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

10.16 This agreement constitutes the entire and complete record of the binding commitments between the parties. From and after the execution date of this Agreement, no other document shall constitute a binding commitment between the parties unless it is dated on or after such execution date and is signed by a duly authorized representative of each party. During the term of the Agreement neither party shall have the right to insist on bargaining over any subject, unless mutually agreed to, whether or not specifically referred to in this Agreement, until negotiations for a successor Agreement begins.

### 10.2 PRIVILEGES OF THE ASSOCIATION

10.21 Use of school facilities for meeting purposes as prescribed by school district policy, provided that no Association meetings are to be held during regular school hours. Requests for use of facilities are to be filed with the administrator of the building in which the meeting is to be held at least twenty-four (24) hours prior to the meeting.

- 10.22 Use of the inter-school mail system for official Association business. Distribution and sorting of the materials will be the responsibility of the Association and shall not be conducted during instructional time.
- 10.23 Posting of notices of Association activities and official business on faculty bulletin boards assigned by the building principal.
- 10.24 It is understood that each teacher shall have the right to have not more than two (2) representatives from the Association whenever they deem such necessary.
- 10.25 The Association officers shall be permitted to leave their assigned buildings after teaching responsibilities are completed for the purpose of transacting association business concerning members. The building Principal will be notified prior to leaving.
- 10.26 The Association shall be entitled to a total of twelve (12) days per year, to be used to conduct business outside the district (e.g. NYSUT Representative Assembly, NYSUT lobbying efforts, NYSUT workshops and State Committees). The district Superintendent will be notified prior to leaving. No more than two individuals may be absent for such business at any one time. The use of such days shall be authorized by the Association President. These days shall be without loss of pay or benefits. Association business days shall be subtracted from the twelve (12) allotted days.
- 10.27 Attendance of one (1) elected representative to the NYSUT Representative Assembly will be allowed.
- 10.28 Association officials required to appear in legal proceedings on behalf of the Association shall be allowed leave in excess of other provisions of this contract.
- 10.29 The District will honor payroll deductions of dues for North Collins Teachers Association and its affiliates.
  - a. The Association shall supply the District with dues deduction authorizations from members authorizing deductions no later than June 15<sup>th</sup> of the previous fiscal year. The total amount of dues shall be divided into twenty-one (21) equal amounts.
  - b. Such payroll deductions of dues will be disbursed monthly, or upon demand to the local Association Treasurer.
  - c. The Association shall indemnify, defend, and save the District harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by any reason of action taken or not taken by the District pursuant to the provisions of Section 9.1.

## 11. DURATION OF CONTRACT

- 11.1 This contract shall become effective July 1, 2015, and continue in effect until June 30, 2018, or until a successor agreement is placed in effect.

## 12. GRIEVANCE PROCEDURE

### 12.1 GENERAL

- 12.11 The purpose of this grievance procedure shall be to afford teachers an adequate opportunity to dispose of their differences and to settle equitably and informally, if

possible, at the lowest possible level, disputes which may arise from time to time with respect to specific claims of violation, misapplication or misinterpretation of the terms of the contract.

12.12 The following definitions shall apply to Article 12 of this contract:

- (1) "Immediate Supervisor" refers to building principal in the building in which the alleged grievance occurred. If said grievance involves more than one building, such grievance shall be directed to the Superintendent as immediate supervisor.
- (2) "Superintendent" shall mean the Chief Executive Officer of the North Collins Central School.
- (3) "Building Representative" refers to the Association representative appointed for the respective building.
- (4) "Association Committee" shall refer to the Association Grievance Committee.
- (5) "School Day"--a day when teachers are scheduled to be in school except that during the summer recess, it shall mean any calendar day except Saturday, Sunday, Independence Day, or Labor Day.
- (6) "Informal Presentation" shall mean an oral statement by the teacher and/or the Building Representative to the immediate supervisor. It must be clearly stated that this is an informal discussion or a grievance.
- (7) "Formal Presentation" shall mean a signed written statement by the teacher of his/her grievance. The statement shall set forth the alleged facts upon which the grievance is based and the particular provisions of this Contract claimed to have been violated, misapplied or misinterpreted.
- (8) "Grievant" shall mean an aggrieved member of the negotiating unit; however, if the grievance involves all or a majority of members of the negotiating unit in a department, building, or grade level, "grievant" shall mean the Association.
- (9) "Grievance" is a claimed violation, misinterpretation, or misapplication of a provision of this agreement.

12.13 No reprisal of any kind shall be taken by or against any participant in the grievance procedure by reason of such participation.

12.14 At Levels I, II and III, only those persons and parties shall participate in meetings on grievances as are specifically referred to in the provisions of Section 12.2 "GRIEVANCE PROCEDURE". At Level IV and Level V, the Association and the District may each be represented by a duly authorized representative.

12.15 The time limits set forth in Section 12.2 "GRIEVANCE PROCEDURE" must be strictly adhered to by the parties and the teachers. However, the District and the Association may mutually agree in writing to modify any such time limit and consent to a modification must not be withheld unreasonably by either party.

12.16 The Association President will submit to each building principal, no later than September 30th, a list containing the officers of the association, the building representative for the association, and the chairman of the association committee.

## 12.2 GRIEVANCE PROCEDURE

### 12.21 Level I – Informal Presentation to Supervisors.

A grievant presenting a grievance must initiate this procedure within twenty (20) school days of the date of the incident by the following steps:

- (1) The grievant must approach his immediate supervisor and request a meeting, clearly stating that this meeting concerns an alleged grievance.
- (2) This meeting will take place within five (5) school days from the time of the request. The grievant may not be compelled to discuss the grievance prior to any scheduled meeting.
- (3) The grievant will discuss the grievance with his immediate supervisor.
- (4) After the meeting, the immediate supervisor will issue a verbal decision within two (2) school days.

### 12.22 Level II – Formal Presentation to Immediate Supervisor

If the grievance is not resolved at Level I, a formal written presentation shall be made to the immediate supervisor within five (5) school days from date of meeting described in paragraph 12.21 (2), of this contract. Within five (5) school days after receipt of the written grievance, the supervisor shall render a written decision thereon in writing and present it to the Building Representative, the grievant, and the Chairman of the Association Committee.

### 12.23 Level III – Superintendent

- (1) If the grievant and the Association Committee are not satisfied with the written decision at the conclusion of Level II and wish to proceed further under this grievance procedure, within five (5) school days following the receipt of decision, the grievant and the Association Committee shall file the grievance and a copy of the written decision at Level II with the Office of the Superintendent.
- (2) Within five (5) school days after receipt of the appeal, the Superintendent, or his duly authorized representative shall hold a meeting with the grievant and the Association Committee.
- (3) The Superintendent shall render a decision in writing to the grievant and the Association Committee within five (5) school days after the conclusion of the meeting.

### 12.24 Level IV – Board of Education

- (1) If the grievant and the Association Committee are not satisfied with the decision at Level III, the grievant and the Association Committee will file an appeal in writing with the Board within five (5) school days after receiving the decision at Level III. The written grievance and the written decisions at Levels II and III shall be available for use of the Board and the grievant or the Association Committee.

- (2) The Board shall hold a special meeting in Executive Session on the grievance with the grievant, the Association Committee, and the Superintendent within twenty (20) school days after receipt of the written appeal.
- (3) Within ten (10) school days after the conclusion of the meeting, the Board shall reply in writing on the grievance to the grievant, Superintendent, and the Association Committee.

#### 12.25 Level V – Arbitration

- (1) After such meeting, if the grievant and the Association Committee are not satisfied with the decision at Level IV, and the Association Committee determines that the grievance is meritorious and that appealing it is in the best interest of the grievant, it may submit the grievance to arbitration by written notice to the Board within ten (10) school days of the decision at Level IV.
- (2) Upon receipt of such written notice, the Superintendent and the Chairman of the Association Committee shall jointly send a letter to the American Arbitration Association ("AAA") which:
  1. Requests arbitration of one specifically identified grievance, and
  2. Requests the AAA to send to each party a list of ten (10) names of arbitrators.
- (3) Each party, not later than the tenth school day after receipt of its copy of the list, must mail its copy to the AAA with any names thereon which are unacceptable to it crossed out and all other names numbered in order to show the party's preference. The AAA shall then name the arbitrator most preferred by the parties as indicated on the lists submitted. If the AAA determines that no mutually acceptable arbitrator has been selected by the parties, it shall submit a second list of ten (10) names and the same procedure will be followed with respect to it. If the AAA determines that no mutually acceptable arbitrator has been selected by the parties from the second list, it shall name the arbitrator.
- (4) The decision of the arbitrator, which shall be rendered to the Board, the Superintendent, and the Association Committee, shall be binding on the grievant and all other parties.
- (5) All the expenses of the arbitrator, including per diem costs, shall be paid jointly and equally by the District and the Association.

GRIEVANCE RECORD

LEVEL

1. Employee: \_\_\_\_\_

Immediate Supervisor: \_\_\_\_\_

Date of Alleged Grievance: \_\_\_\_\_

Date of Review of Grievance: \_\_\_\_\_

Disposition of Grievance: \_\_\_\_\_

2. Employee: \_\_\_\_\_

Supervisor: \_\_\_\_\_

Date of Review of Grievance: \_\_\_\_\_

Disposition of Grievance: \_\_\_\_\_

3. State of Grievance: (Give Full Details – include dates, times, places, names, etc.)

4. Redress Sought:

\_\_\_\_\_  
Employee's Signature

Board Action:

Date of Action:

### **13. IMPLEMENTATION FOR SALARY SCHEDULE**

- 13.1 Payment for approved graduate credit will continue to be made for each 6 hour career block. The rate will be \$500 per 6 hour career block.
- 13.11 A teacher who is not permanently certified in New York State may be credited with a maximum of forty-two (42) graduate semester hours which can be applied to permanent New York State certification requirements in his/her area of employment.
- 13.12 A teacher who is permanently certified and/or who possesses a Masters Degree may be credited with an additional forty-two (42) semester hours of graduate work beyond those hours applied to permanent certification and/or the Masters Degree. Said additional hours must be in the subject matter area in which the teacher is employed, excepting those cases where prior approval has been obtained from the Superintendent for graduate hours in an area other than the area of employment.
- 13.13 Graduate hours to be considered for salary increments will be limited. No more than three (3) semester hours per semester during the regular teaching year (September 1 through June 30) and no more than twelve (12) semester hours per school fiscal year (July 1 through June 30). Semester hours in excess of these limitations may be approved in a subsequent year, subject to the maximum twelve (12) semester hours for any one year.
- 13.14 In that a Masters Degree is a designed program to improve a teacher's professional skill, teachers are encouraged to pursue a Masters program coincident with the pursuit of permanent certification.
- 13.2 In qualifying for such salary, a teacher shall submit or have submitted to the Superintendent, official grade reports or transcripts by the college or university where such courses were taken indicating that the additional hours covered by the official grade report or transcript have been satisfactorily completed.
- 13.3 Upon approval of the Superintendent, a request for schedule transfer is presented to the Board of Education.
- 13.4 In order to get additional salary for graduate hours, such official grade reports or transcripts as aforementioned must be submitted to the Superintendent prior to October 1 and March 1. Adjustments will be made retroactively to the first payroll period ending in September and the first payroll period ending in February.
- 13.5 A schedule transfer will be made upon the completion of the requirements for a Masters Degree, provided that:
- 13.51 Semester hours to be approved in the schedule transfer do not exceed the limitations specified in the preceding sections.
- 13.52 An official transcript of graduate hours and/or a statement of eligibility from the degree-granting college or university are submitted to the Superintendent.
- 13.6 The Board of Education will provide an increment necessary to place a teacher on his proper step of the salary schedule.
- 13.7 Each teacher shall have the option of receiving their salary in bi-weekly payments over 21 or 26 pays. This option can be exercised only once a year prior to certification of the first payroll.

- 13.8 Paydays will be scheduled on the second Thursday after the end of each and every payroll period.

A direct deposit payroll system shall be mandatory for all bargaining unit employees. The District will electronically deposit funds into the accounts specified by the unit members, not later than 12:01 a.m. on the actual payday. If there is any error caused by the actions taken or not taken by the District in a timely manner, the District will hold the Association and/or its members harmless.

The unit members may select up to four (4) different direct deposit transactions into which their payroll check, minus payroll taxes, will be deposited.

Should the unit members, for any reason, decide to change financial institutions they have designated for their deposit, they may do so by giving the business office a minimum of two (2) weeks (maximum of four (4) weeks) notice prior to the next payroll.

- 13.9 In-service reimbursement will be made for up to 30 contact hours of approved non-graduate school in-service programs such as those offered through BOCES or a teacher center. To be eligible for in-service reimbursement, the program must be outside the teacher work day, at no cost to the District and be approved prior to the start of the in-service by the Superintendent. Decisions regarding the appropriateness of the in-service activity are not grievable. The in-service stipend and summer school hourly pay will be \$27.98 per hour for the term of this Agreement.

13.91 Committee Work: Involvement by teachers in committee work approved by the Superintendent will be reimbursed at a rate of \$20.00 per hour. Such reimbursement will only be made for committee activity outside of the teacher work day. Payment for approved committee hours must be requested on a claim form prior to June 1<sup>st</sup> of the year during which they are performed.

13.92 The North Collins Central School District and the North Collins Teachers' Association hereby agree to make compensation for Intramural Supervision at the rate of \$15.57 per hour for the term of this Agreement.

13.93 The North Collins Central School District and the North Collins Teachers' Association hereby agree to make compensation for After-School Study Hall at the rate of \$15.57 per hour for the term of this Agreement.

13.94 The North Collins Central School District and the North Collins Teachers' Association hereby agree to make compensation for Review Classes held outside of the normally scheduled school day at the rate of \$20.00 per hour. Appointments are based upon the Superintendent's approval.

#### 14. SALARY PROVISIONS

- 14.1 A system of payroll deduction will be made available to all employees of the bargaining unit through the Hamburg Central Federal Credit Union.

- 14.2 Final Year Increment

The District shall grant a teacher an option to apply for an added, one-time only, increment to be applied during the final year of service if they meet all of the following conditions:

1. Has fifteen (15) or more years of continuous service in the North Collins Central School District.

2. The resignation date is effective at the end of the first or second semester of the school year.
3. Submits a written request and resignation four (4) months prior to retirement, pending Board approval, prior to the resignation date.

Upon receipt of the teacher's request and resignation, the Board of Education shall promptly act upon and accept the resignation effective at the completion of the final year of service, provided, however, no charges are being filed under Section 3020-a of State Education Law.

14.3 During the final year of service, the teacher:

1. Shall be paid his or her normal contract salary (exclusive of any extra-curricular or co-curricular salary payments) plus an increment of ten percent (10%) thereon.
2. Shall be paid an additional increment 10% of the teachers' current daily rate of pay for each day of accumulated sick leave as of the date the request for the final year increment is given.

In the event a teacher uses more sick leave than that available in his final year, additional sick leave needed will be deducted from the accumulated sick leave that had been applied to this additional increment. This increment will be adjusted at the same rate as originally formulated.

If the increment crosses two school years, the increase will be pro-rated to the appropriate salary schedules of the two school years.

14.4 Teachers required to travel between district school buildings will be reimbursed a rate per mile as determined by the Board of Education.

14.5 Those employees who meet the requirements of Section 14.2 and 14.3 will have all such funds accrued to them by said clauses deposited by the District into the 403(b) account of the employee's choice. The deposit will be made within thirty (30) days following the employee's date of retirement. Such non-elective employer contribution cannot exceed the applicable maximum allowable contribution limit as defined in the Internal Revenue Code (415c).

- a. For purposes of Tier 1 members with membership dates prior to June 17, 1971, the employer contribution will be reported as non-regular compensation to the New York State Teachers' Retirement System. In the event that this non-elective employer contribution exceeds acceptable contribution limits, the employer will pay any excess over the limits as compensation to the employee in the year of retirement.
- b. For the purpose of those employees who have a NYSTRS membership date subsequent to June 16, 1971, (some Tier 1, Tier 2, Tier 3 and Tier 4), and this non-elective employer contribution exceeds acceptable contribution limits, the employer agrees to pay any excess over the limits as compensation to the employee in the year of retirement.
- c. In both situations addressed above (paragraphs a. and b.), any excess and/or non-elective contribution will be made on or before June 30, in the year of retirement.

## 15. SALARY SCHEDULES

### SALARY SCHEDULE BACHELORS

Step	BA 15/16	BA 16/17	BA 17/18
1	36,840	37,190	37,544
2	36,840	37,190	37,544
3	36,840	37,190	37,544
4	39,467	39,842	40,221
5	40,822	41,210	41,601
6	42,569	42,973	43,381
7	44,316	44,737	45,162
8	46,321	46,762	47,206
9	48,324	48,784	49,247
10	50,327	50,805	51,288
11	52,331	52,829	53,330
12	54,334	54,850	55,372
13	56,338	56,874	57,414
14	57,682	58,230	58,783
15	59,028	59,588	60,155
16	60,371	60,945	61,524
17	61,715	62,301	62,893
18	63,059	63,658	64,263
19	64,402	65,014	65,632
20	65,748	66,373	67,003
21	67,092	67,729	68,373
22	68,435	69,086	69,742
23	69,780	70,443	71,112
24	71,120	71,795	72,478

Increase salary Step (2015-16), .50% (2016-17), .95% (2017-18), .95% in addition to step for the duration of the negotiated contract. Full-time members who have completed at least one (1) year at step 25 will receive a 1.0% in 2015-16, 1.0% in 2016-17 and 1.0% in 2017-18 in addition to a \$850 "service increment" each year of the contract.

**SALARY SCHEDULE**  
**MASTERS**

<b>Step</b>	<b>MA 15/16</b>	<b>MA 16/17</b>	<b>MA 17/18</b>
<b>1</b>	39,657	40,034	40,414
<b>2</b>	39,657	40,034	40,414
<b>3</b>	42,519	42,922	43,330
<b>4</b>	44,035	44,453	44,876
<b>5</b>	45,553	45,985	46,422
<b>6</b>	47,069	47,516	47,968
<b>7</b>	48,588	49,049	49,515
<b>8</b>	50,212	50,689	51,170
<b>9</b>	51,892	52,385	52,883
<b>10</b>	53,572	54,080	54,594
<b>11</b>	55,306	55,832	56,362
<b>12</b>	57,039	57,581	58,128
<b>13</b>	58,880	59,439	60,004
<b>14</b>	60,722	61,299	61,881
<b>15</b>	62,619	63,213	63,814
<b>16</b>	64,405	65,017	65,635
<b>17</b>	66,249	66,878	67,513
<b>18</b>	68,090	68,737	69,390
<b>19</b>	69,933	70,597	71,268
<b>20</b>	71,611	72,292	72,978
<b>21</b>	73,076	73,770	74,471
<b>22</b>	74,266	74,972	75,684
<b>23</b>	75,458	76,175	76,899
<b>24</b>	77,085	77,817	78,556
<b>25</b>	78,177	78,920	79,669

Increase salary Step (2015-16), .50% (2016-17), .95% (2017-18), .95% in addition to step for the duration of the negotiated contract. Full-time members who have completed at least one (1) year at step 25 will receive a 1.0% in 2015-16, 1.0% in 2016-17 and 1.0% in 2017-18 in addition to a \$850 "service increment" each year of the contract.

**SALARY SCHEDULE**  
**TEACHING ASSISTANTS**  
**BACHELORS**

<b>Step</b>	<b>BA 15/16</b>	<b>BA 16/17</b>	<b>BA 17/18</b>
<b>1</b>	18,420	18,595	18,772
<b>2</b>	18,420	18,595	18,772
<b>3</b>	18,420	18,595	18,772
<b>4</b>	19,734	19,921	20,110
<b>5</b>	20,411	20,604	20,800
<b>6</b>	21,284	21,487	21,691
<b>7</b>	22,159	22,370	22,582
<b>8</b>	23,161	23,381	23,603
<b>9</b>	24,161	24,391	24,622
<b>10</b>	25,164	25,403	25,644
<b>11</b>	26,166	26,414	26,665
<b>12</b>	27,166	27,424	27,685
<b>13</b>	28,169	28,437	28,707
<b>14</b>	28,839	29,113	29,390
<b>15</b>	29,513	29,793	30,076
<b>16</b>	30,183	30,470	30,759
<b>17</b>	30,857	31,150	31,446
<b>18</b>	31,528	31,827	32,130
<b>19</b>	32,200	32,506	32,815
<b>20</b>	32,874	33,186	33,501
<b>21</b>	33,544	33,863	34,184
<b>22</b>	34,216	34,541	34,869
<b>23</b>	34,890	35,221	35,556
<b>24</b>	35,561	35,899	36,240

All other benefits and rights of teachers will be appointed to teaching assistants except for preparation period, class load and Sabbatical Leave.

Increase salary (2015-16), Step + .50% (2016-17), Step + .95% (2017-18), Step + .95%.

It is further understood that Teaching Assistants shall follow the teachers' Bachelors Salary Schedule at fifty (50%) percent of the appointed step.

Upon achieving Level III, as per New York State Education Qualification Standards, a teaching assistant shall have their annual salary increased by \$500.00.

**SALARY SCHEDULE**  
**TEACHING ASSISTANTS**  
**MASTERS**

<b>Step</b>	<b>MA 15/16</b>	<b>MA 16/17</b>	<b>MA 17/18</b>
<b>1</b>	19,829	20,017	20,207
<b>2</b>	19,829	20,017	20,207
<b>3</b>	21,259	21,461	21,665
<b>4</b>	22,019	22,228	22,439
<b>5</b>	22,778	22,995	23,213
<b>6</b>	23,535	23,758	23,984
<b>7</b>	24,293	24,524	24,757
<b>8</b>	25,106	25,344	25,585
<b>9</b>	25,945	26,192	26,440
<b>10</b>	26,785	27,040	27,297
<b>11</b>	27,653	27,915	28,180
<b>12</b>	28,519	28,790	29,064
<b>13</b>	29,439	29,719	30,001
<b>14</b>	30,360	30,648	30,940
<b>15</b>	31,309	31,606	31,906
<b>16</b>	32,202	32,508	32,817
<b>17</b>	33,124	33,438	33,756
<b>18</b>	34,046	34,370	34,696
<b>19</b>	34,966	35,298	35,633
<b>20</b>	35,806	36,146	36,489
<b>21</b>	36,537	36,884	37,234
<b>22</b>	37,133	37,486	37,842
<b>23</b>	37,729	38,087	38,449
<b>24</b>	38,542	38,908	39,278

All other benefits and rights of teachers will be appointed to teaching assistants except for preparation period, class load and Sabbatical Leave.

Increase Salary (2015-16), Step + .50% (2016-17), Step + .95% (2017-18), Step +.95%.

It is further understood that Teaching Assistants shall follow the teachers' Masters Salary Schedule at fifty (50%) percent of the appointed step.

Upon achieving Level III, as per New York State Education Qualification Standards, a teaching assistant shall have their annual salary increased by \$500.00.

**16. SALARY SCHEDULES  
EXTRA-CURRICULAR ACTIVITIES, INTERSCHOLASTIC ATHLETICS  
& CHAPERONES – (NCCS)**

<b>2015-16</b>			
<b>EXTRA-CURRICULAR ACTIVITIES</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>
<b>LEVEL I</b>	<b>2,497</b>	<b>2,713</b>	<b>2,937</b>
Marching Band Advisor			
Marching Units Coordinator			
Yearbook Advisor			
<b>LEVEL II</b>	<b>1,320</b>	<b>1,542</b>	<b>1,761</b>
Musical Director			
Student Government Advisor			
Senior Class Advisor			
<b>LEVEL III</b>	<b>1,010</b>	<b>1,245</b>	<b>1,470</b>
Color Guard Advisor			
Newspaper Advisor			
Parade Rifle Advisor			
Winter Guard Advisor			
Yearbook Financial Advisor			
Pit Band Advisor			
Junior Class Advisor			
Musical Producer			
Marine Biology Club Advisor			
International Club			
History Club Advisor			
Varsity Club			
Ski Club			
Golf Club			
Jazz Band Ensemble			
Bowling Club			
Character Club			
Book Club			
<b>LEVEL IV</b>	<b>733</b>	<b>884</b>	<b>1,023</b>
Department Chairpersons			
Photo Club Advisor			
Library-Media Club Advisor			
Technology Club Advisor			
Book Club Advisor			
Flag Instructor			
Rifle/Sabre Instructor			
F.T.A. Advisor			
Marching Club			
Chorus Club			

<b>2015-16</b>			
<b>EXTRA-CURRICULAR ACTIVITIES</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>
<b>LEVEL V</b>	<b>588</b>	<b>733</b>	<b>884</b>
American Guard Advisor			
Scenery Advisor (All Productions)			
Student Government Assistant Advisor			
Conservation Club Advisor			
SADD Advisor			
Class Advisor 7, 8, 9, 10			
Junior Honor Society Advisor			
National Honor Society Advisor			

## SALARY SCHEDULE

<b>2016-17</b>			
<b>EXTRA-CURRICULAR ACTIVITIES</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>
<b>LEVEL I</b>	<b>2,572</b>	<b>2,794</b>	<b>3,025</b>
Marching Band Advisor			
Marching Units Coordinator			
Yearbook Advisor			
<b>LEVEL II</b>	<b>1,360</b>	<b>1,588</b>	<b>1,814</b>
Musical Director			
Student Government Advisor			
Senior Class Advisor			
<b>LEVEL III</b>	<b>1,041</b>	<b>1,283</b>	<b>1,514</b>
Color Guard Advisor			
Newspaper Advisor			
Parade Rifle Advisor			
Winter Guard Advisor			
Yearbook Financial Advisor			
Pit Band Advisor			
Junior Class Advisor			
Musical Producer			
Marine Biology Club Advisor			
International Club			
History Club Advisor			
Varsity Club			
Ski Club			
Golf Club			
Jazz Band Ensemble			
Bowling Club			
Character Club			
Book Club			
<b>LEVEL IV</b>	<b>755</b>	<b>910</b>	<b>1,053</b>
Department Chairpersons			
Photo Club Advisor			
Library-Media Club Advisor			
Technology Club Advisor			
Book Club Advisor			
Flag Instructor			
Rifle/Sabre Instructor			
F.T.A. Advisor			
Marching Club			
Chorus Club			

<b>2016-17</b>			
<b>EXTRA-CURRICULAR ACTIVITIES</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>
<b>LEVEL V</b>	<b>606</b>	<b>755</b>	<b>910</b>
American Guard Advisor			
Scenery Advisor (All Productions)			
Student Government Assistant Advisor			
Conservation Club Advisor			
SADD Advisor			
Class Advisor 7, 8, 9, 10			
Junior Honor Society Advisor			
National Honor Society Advisor			

## SALARY SCHEDULE

<b>2017-18</b>			
<b>EXTRA-CURRICULAR ACTIVITIES</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>
<b>LEVEL I</b>	<b>2,649</b>	<b>2,878</b>	<b>3,115</b>
Marching Band Advisor			
Marching Units Coordinator			
Yearbook Advisor			
<b>LEVEL II</b>	<b>1,401</b>	<b>1,636</b>	<b>1,869</b>
Musical Director			
Student Government Advisor			
Senior Class Advisor			
<b>LEVEL III</b>	<b>1,072</b>	<b>1,321</b>	<b>1,559</b>
Color Guard Advisor			
Newspaper Advisor			
Parade Rifle Advisor			
Winter Guard Advisor			
Yearbook Financial Advisor			
Pit Band Advisor			
Junior Class Advisor			
Musical Producer			
Marine Biology Club Advisor			
International Club			
History Club Advisor			
Varsity Club			
Ski Club			
Golf Club			
Jazz Band Ensemble			
Bowling Club			
Character Club			
Book Club			
<b>LEVEL IV</b>	<b>778</b>	<b>938</b>	<b>1,085</b>
Department Chairpersons			
Photo Club Advisor			
Library-Media Club Advisor			
Technology Club Advisor			
Book Club Advisor			
Flag Instructor			
Rifle/Sabre Instructor			
F.T.A. Advisor			
Marching Club			
Chorus Club			

<b>2017-18</b>			
<b>EXTRA-CURRICULAR ACTIVITIES</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>
<b>LEVEL V</b>	<b>624</b>	<b>778</b>	<b>938</b>
American Guard Advisor			
Scenery Advisor (All Productions)			
Student Government Assistant Advisor			
Conservation Club Advisor			
SADD Advisor			
Class Advisor 7, 8, 9, 10			
Junior Honor Society Advisor			
National Honor Society Advisor			

**2015-16, 2016-17 and 2017-18 SALARY SCHEDULE**

**INTERSCHOLASTIC ATHLETICS**

	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>
<b>Boys/Girls Basketball:</b>			
Varsity	4,420	4,756	5,103
Junior Varsity	3,757	4,039	4,335
Modified - 7/8	3,245	3,479	3,722
<b>Boys/Girls Soccer</b>			
Varsity	3,452	3,721	4,099
Junior Varsity	2,983	3,187	3,405
Modified - 7/8	2,464	2,651	2,833
<b>Boys Baseball/ Girls Softball</b>			
Varsity	3,904	4,173	4,434
Junior Varsity	3,435	3,639	3,857
Modified - 7/8	2,614	2,801	2,982
<b>Girls Volleyball</b>			
Varsity	3,601	3,871	4,133
Junior Varsity	3,134	3,336	3,554
Modified	2,464	2,651	2,833
Cheerleading	2,168	2,343	2,512
Phys. Ed & Athletic Director	4,420	4,756	5,103

Current Association members applying for any coaching position appearing in Article 16 of this contract shall be given first preference over non-association members applying for the same position, provided that the Association member is qualified. Whenever two (2) or more internal candidates apply for the same position a committee shall convene. The committee shall consist of the Athletic Director, the Superintendent and one (1) other NCTA member selected by the NCTA President. If the NCTA President requests more NCTA members to be part of the committee, the Superintendent must be consulted and agree to the additional members. The Superintendent will make the recommendation to the BOE with consensus from the committee. The BOE will make the final determination.

**16.1 PLAYOFF GAMES**

In the event that a team qualified for playoff games, the coach may submit a claim for the following extra time involved at the rate of \$19.57 per hour for the term of this Agreement. Home Games- 4 Hours; Away Games- 5 ½ Hours; Practices-2 Hours per session.

**16.2 CHAPERONES**

Chaperones for all school-sponsored activities including Music Teacher Escort-All County & State will be paid the rate of \$23.93 for the first hour for the term of this Agreement and \$15.39 per hour for every hour thereafter for the term of this Agreement. The School Superintendent will determine the number of chaperones needed for each school-sponsored activity at which

supervision is required. It is understood that an advisor shall attend all activities of his club, class organization without remuneration beyond that provided in Section 16.

16.3 CHEMICAL HYGIENE

The Chemical Hygiene Office shall be paid the following stipend: \$858.00 for the term of this Agreement.

17. SUMMER EMPLOYMENT

17.1 DRIVER EDUCATION

Employees of the bargaining unit having previously taught in the District's summer program will have the right of first refusal of subsequent summer driver training teaching positions. This will be determined by summer seniority. Teachers will be given five (5) minutes of preparation time for each 1.5 hours of employment. Compensation for summer driver training will be paid on an hourly basis. The following rate of pay will apply: the summers for the term of this Agreement will be \$38.13.

17.2 GUIDANCE COUNSELOR

The Jr.-Sr. High School Guidance Counselor shall receive payment for summer work, not to exceed twenty (20) days without Administrative approval. Summer work may commence after the last day teachers are required to report for the fiscal year. Guidance counselor will be paid at the rate of 1/200<sup>th</sup> of his/her contract rate for each day worked.

17.3 INTERVIEW PROCESS & PLANNING TIME

Employees seeking summer school employment will go through an interview process each year conducted by the Superintendent to determine a fair and equitable employee for an open position. Teachers will be given thirty (30) minutes of preparation time for each 1.5 hours of employment.

17.4 SUMMER SCHOOL PAY

Summer school hourly pay will be \$27.98 per hour for the term of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed in their respective names by their respective representatives thereunto duly authorized.

BOARD OF EDUCATION OF NORTH COLLINS  
CENTRAL SCHOOL DISTRICT

BY: Joan D. Thomas  
Chief Executive Officer

NORTH COLLINS TEACHER ASSOCIATION

BY: Joseph P. Steyer  
President

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**NORTH COLLINS CENTRAL SCHOOL DISTRICT**

**AND**

**NORTH COLLINS TEACHER ASSOCIATION**

**WHEREAS**, the North Collins Central School District ("District") has secured funding through a Small, Rural School Achievement Grant ("Grant") for the period of time July 1, 2015, through September 30, 2016, and;

**WHEREAS**, funds have been secured in the amount of thirty thousand eight hundred nineteen dollars (\$30,819.00), which are to be used in a specific manner, and;

**WHEREAS**, part of the grant is allocated to Safe and Drug Free Schools and further the District will establish a Fitness Club and appoint two (2) members of the North Collins Teacher Association ("Association") for the purpose of building fitness together with various activities through the year, and;

**WHEREAS**, the funding for this grant is targeted to last only one (1) year and when the grant money runs out, the enhanced services will no longer be available, and;

**WHEREAS**, the District wishes to appoint Association member Amy Ward as the coordinator of the Drug Free portion of the grant and increase her hours of work by one and one-half (1 ½) hours per day for four (4) days a week. It is understood that the work created by this grant is beyond the regular responsibility of the school counselors, and;

**WHEREAS**, the District wishes to appoint Janae Frascella and Ryan Hayes, both Association members, as advisors to the Fitness Club.

**NOW THEREFORE**, the Parties agree to the following conditions to effectuate the above mentioned grant:

- (1) Upon the affirmative resolution by the Board of Education and the execution of this MOU with the Association, Amy Ward shall be appointed as Coordinator, Small, Rural School Achievement Program and in such

position she will be required to work an additional one and one-half (1.5) hours per day, four (4) days a week as a result of said appointment. Ms. Ward shall remain a .8 FTE employee during the term of this MOU. However, for the 2015/2016 school year, she shall receive as additional compensation, a stipend of ten thousand dollars (\$10,000.00).

(2) Janae Frascella and Ryan Hayes, upon the affirmative resolution by the Board of Education and the execution of this MOU with the Association, shall be appointed as advisors to the Fitness Club and shall receive as additional compensation, a stipend in the amount specified in the Extra Curricular Salary Schedule under Level IV. Ryan Hayes will be placed on Step 2 (eight hundred eighty-four dollars (\$884.00)) and Janae Frascella shall be placed on Step 1 (seven hundred thirty-three dollars (\$733.00)). The advisors will meet with students every Tuesday that school is in session from 3:00 p.m. to 4:00 p.m. It is anticipated that the group will build fitness together with various activities through the year.

(3) This Memorandum of Understanding and the positions created herein, and the grant shall terminate effective on the 30<sup>th</sup> day of September, 2016. There is currently no expectation by either party that it shall continue or be renewed. However the District reserves the right to reapply for another year if the Grant becomes available.

(4) This Memorandum of Understanding shall expire and have no effect after September 30, 2016. The parties hereto agree that the failure to continue any provision of this Memorandum of Understanding shall not constitute an improper practice pursuant to §209-a(1) or any other provision of Article 14 of the New York State Civil Service Law (Taylor Law) and neither party will file or pursue improper practice charges before the New York State PERB or in any other forum.

**AGREED TO:**

For the North Collins Central School District

Joan V. Thomas

Date: 9/25/15

For the North Collins Teacher Association

Joseph P. Steyer

Date: 9/25/15

**MEMORANDUM OF AGREEMENT**

**BETWEEN**

**NORTH COLLINS CENTRAL SCHOOL DISTRICT**

**AND**

**NORTH COLLINS TEACHER ASSOCIATION**

This Memorandum of Agreement is entered into by and between the North Collins Central School District ("District") and the North Collins Teacher Association ("NCTA"), together hereinafter the "Parties".

**WHEREAS**, the NCTA and the District are Parties to a Collective Negotiations Agreement ("Agreement") with a term from July 1, 2015 through June 30, 2018, and;

**WHEREAS**, part of Article 16, which lists the Extra-Curricular Activities, Interscholastic Athletics & Chaperones - (NCCS), there is a listing in Level II for the "Junior/Senior Honor Society Advisor", and;

**WHEREAS**, the advisor appointed was responsible for both the National Junior Honor Society and the National Honor Society, and;

**WHEREAS**, the District has advised the NCTA that the District wishes to have separate titles for Junior Honor Society and National Honor Society advisors.

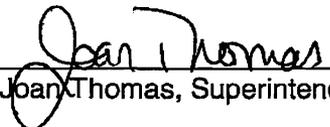
**NOW THEREFORE**, the Parties agree as follows:

- (1) For the term of this contract, as set forth above, the listing in Level II for the "Junior/Senior Honor Society Advisor" shall be removed in Article 16 of the Agreement.
- (2) A new listing will be created in Level V for the "Junior Honor Society Advisor."
- (3) A new listing will be created in Level V for the "National Honor Society Advisor."
- (4) The District may appoint one (1) NCTA member for both positions or a different member for each position. However, if one (1) member is appointed for both positions he or she shall receive separate stipends for each activity.

All other items currently established in Article 16 shall remain in effect until a successor agreement is reached.

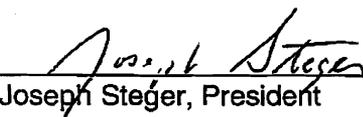
**AGREED TO:**

For the North Collins Central School District

  
\_\_\_\_\_  
Joan Thomas, Superintendent of Schools

Date: 11/9/15

For the North Collins Teacher Association

  
\_\_\_\_\_  
Joseph Steger, President

Date: 11/12/2-15

**MEMORANDUM OF AGREEMENT**

**BETWEEN**

**NORTH COLLINS CENTRAL SCHOOL DISTRICT**

**AND**

**NORTH COLLINS TEACHER ASSOCIATION**

This Memorandum of Agreement is entered into by and between the North Collins Central School District ("District") and the North Collins Teacher Association ("NCTA"), together hereinafter the "Parties".

**WHEREAS**, the NCTA and the District are Parties to a Collective Negotiations Agreement ("Agreement") with a term from July 1, 2015 through June 30, 2018, and;

**WHEREAS**, Section 6.27 of the Agreement defines "prolonged illness" as a continuous illness or disability in excess of thirty (30) consecutive work days; and

**WHEREAS**, Section 6.28 (1) incorrectly defines "prolonged illness" as a continuous illness or disability in excess of 50 consecutive school days; and

**WHEREAS**, the District and the NCTA wish to amend Section 6.28 of the Agreement to reflect an accurate and consistent definition of a Prolonged Illness;

**NOW THEREFORE**, the Parties agree as follows:

(1) Section 6.28 (1) shall be amended as follows:

6.28 The Business Office shall provide each member of the North Collins Teacher Association with a written notice of sick time available once during the first payroll in September of each year.

(1) Prolonged illness shall be defined as a continuous illness or disability in excess of **thirty (30)** consecutive work days.

In no case will a teacher be paid from the sick bank before exhausting **thirty (30)** consecutive work days.

(2) This amendment of the Agreement shall be effective retroactive to the beginning of the term of the Agreement.

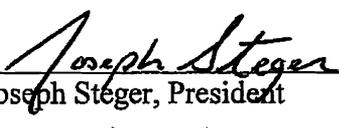
(3) All other terms and conditions set forth in the Agreement shall remain in effect and unchanged until a successor agreement is reached.

AGREED TO:

For the North Collins Central School District

For the North Collins Teacher Association

  
\_\_\_\_\_  
Scott J. Taylor, Superintendent of Schools

  
\_\_\_\_\_  
Joseph Steger, President

03-09-16  
\_\_\_\_\_  
Date

2/23/16  
\_\_\_\_\_  
Date

**MEMORANDUM OF AGREEMENT**  
**BETWEEN**  
**NORTH COLLINS CENTRAL SCHOOL DISTRICT**  
**AND**  
**NORTH COLLINS TEACHER ASSOCIATION**

This Memorandum of Agreement is entered into by and between the North Collins Central School District ("District") and the North Collins Teacher Association ("NCTA"), together hereinafter the "Parties".

**WHEREAS**, the NCTA and the District are Parties to a Collective Negotiations Agreement ("Agreement") with a term from July 1, 2015 through June 30, 2018; and

**WHEREAS**, the North Collins Central School District ("District") has secured funding through a NYS Reward Grant ("Grant") for the period of time July 1, 2015, through June 30, 2016; and

**WHEREAS**, funds have been secured in the amount of forty-nine thousand, two-hundred and sixty-eight dollars (\$49,268), which are to be used in a specific manner; and

**WHEREAS**, the funding for this Grant is targeted to last only one (1) year and when the grant money runs out, the enhanced services will no longer be available; and

**WHEREAS**, part of the Grant is allocated to the development and enhancement of transition programming, part of the Grant is allocated to the development of an Academic Intervention Team (AIT), and part of the Grant is allocated to the development of written curriculum maps and resources within the Jr./Sr. High School.

**NOW THEREFORE**, the Parties agree to the following conditions to effectuate the above mentioned grant:

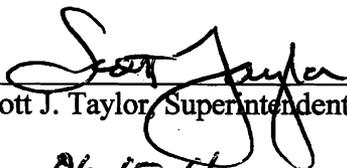
1. NCTA members actively participating in planning and transition activities as approved by the Superintendent or his designee, shall be entitled to Committee Hours at a rate of twenty dollars (\$20) per hour up to a maximum of 30 hours. Dependent on documented involvement, NCTA members may include, but may not be limited to, Tracy Robillard, Robert English, Jason Lyons, Ryan Hayes, Katie McCabe, Kathy Hubbard, Janae Frascella, Gretta Hanson, Jennifer Schmitt, and Heather Shean.
2. NCTA members present for and contributing to the organization of Academic Intervention Team meetings shall be entitled to a one-time stipend in the amount of five hundred dollars \$500. NCTA members participating in this program may include, but may not be limited to Lindsay Koudounas, Gretta Hanson, Adele Rosati, Heather Shean, Joseph Steger, Lisa Brosnick, Carrie Hultgren, Lynn Banks, Tracy Robillard, Karen Saeli, and Dawn Blidy.

3. NCTA members actively participating in the development of written curriculum maps and resources within the Jr./Sr. High School, as demonstrated by the NCTA member's submission of satisfactory documentation of enhancement and construction of written course curriculum, as determined by the Superintendent or his designee, shall be eligible for a maximum of ten (10) Committee Hours at a rate twenty dollars (\$20) per hour.
4. This Memorandum of Agreement and the positions/programs created herein, and the Grant shall sunset and terminate in all respects effective on June 30, 2016. The Parties understand and agree that there is no expectation that the positions and/or programs shall continue or be renewed. However the District reserves the right, but is not obligated to reapply for the Grant in future years should the Grant become available.
5. This Memorandum of Agreement shall expire and have no effect after June 30, 2016. The Parties hereto agree that the failure to continue any provision of this Memorandum of Agreement shall not constitute an improper practice pursuant to §209-a(1) or any other provision of Article 14 of the New York State PERB or in any other forum.
6. This Memorandum of Agreement is effective beginning on July 1, 2015, subject to signature by both parties and approval of the Board of Education.
7. This Memorandum of Agreement is a result of a unique circumstance and its terms shall not be construed as a precedent or practice between the parties, and it shall not be binding against the District.
8. This Memorandum of Agreement or any testimony concerning its content may not be used as evidence against the District in any legal or administrative forum.

**AGREED TO:**

For the North Collins Central School District

For the North Collins Teacher Association

  
\_\_\_\_\_  
Scott J. Taylor, Superintendent of Schools

  
\_\_\_\_\_  
Joseph Steger, President

06-15-16  
\_\_\_\_\_  
Date

June 15, 2016  
\_\_\_\_\_  
Date

**MEMORANDUM OF AGREEMENT**  
**BETWEEN**  
**NORTH COLLINS CENTRAL SCHOOL DISTRICT**  
**AND**  
**NORTH COLLINS TEACHER ASSOCIATION**

This Memorandum of Agreement is entered into by and between the North Collins Central School District ("District") and the North Collins Teacher Association ("NCTA"), together hereinafter the "Parties".

**WHEREAS**, the NCTA and the District are Parties to a Collective Negotiations Agreement ("Agreement") with a term from July 1, 2015 through June 30, 2018, and;

**WHEREAS**, the District and the NCTA hereby enter into this Memorandum of Agreement to clearly set forth their agreement regarding training offered by the District during the months of July and August 2016 referred to as the "2016 Summer Technology Teacher Development Sessions."

**NOW THEREFORE**, the Parties hereto, in consideration of the promises made one for the other, hereby agree as follows:

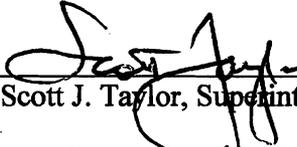
1. The District will offer training known as "2016 Summer Technology Teacher Development Sessions" to NCTA members, which shall take place on one day in July 2016 and one day in August 2016, both days to be determined by the district. Each session will last approximately 3 hours, beginning at 9 a.m.
2. Attendance and participation by NCTA members is voluntary, however, NCTA members are permitted to attend and receive compensation for one session only.
3. In consideration for their attendance and participations, NCTA members will be compensated twenty dollars (\$20.00) per hour by the District for the duration of the scheduled session the member attends. (Ex.: \$20.00 per hour for 3 hours of attendance = \$60.00).
4. The District will not reimburse NCTA members for mileage to and from this training, nor will the District compensate NCTA members for travel time to and from the training.
5. This Memorandum of Agreement is effective beginning on July 1, 2016, subject to signature by both parties and approval of the Board of Education.
6. This Memorandum of Agreement shall sunset and expire in all respects on at 11:59 P.M. on August 31, 2016.

- 7. This Memorandum of Agreement is a result of a unique circumstance and its terms shall not be construed as a precedent or practice between the parties.
- 8. This Memorandum of Agreement or any testimony concerning its content may not be used as evidence against the District in any legal or administrative forum.

AGREED TO:

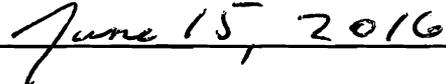
For the North Collins Central School District

For the North Collins Teacher Association

  
\_\_\_\_\_  
Scott J. Taylor, Superintendent of Schools

  
\_\_\_\_\_  
Joseph Steger, President

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Date

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**NORTH COLLINS CENTRAL SCHOOL DISTRICT**  
**AND**  
**NORTH COLLINS TEACHER ASSOCIATION**

**WHEREAS**, the North Collins Central School District ("District") has secured funding through a Small, Rural School Achievement Grant ("Grant") for the period of time July 1, 2016, through September 30, 2017, and;

**WHEREAS**, funds have been secured in the amount of thirty one thousand seven hundred twenty dollars (\$31,720.00), which are to be used in a specific manner, and;

**WHEREAS**, part of the grant is allocated to Safe and Drug Free Schools and further the District will establish a Fitness Club and appoint two (2) members of the North Collins Teacher Association ("Association") for the purpose of building fitness together with various activities through the year, and;

**WHEREAS**, the funding for this grant is targeted to last only one (1) year and when the grant money runs out, the enhanced services will no longer be available, and;

**WHEREAS**, the District wishes to appoint Association member Amy Ward as the coordinator of the Drug Free portion of the grant and increase her hours of work by one and one-half (1 ½) hours per day for four (4) days a week. It is understood that the work created by this grant is beyond the regular responsibility of the school counselors, and;

**WHEREAS**, the District wishes to appoint Janae Frascella and Ryan Hayes, both Association members, as advisors to the Fitness Club.

**NOW THEREFORE**, the Parties agree to the following conditions to effectuate the above mentioned grant:

(1) Upon the affirmative resolution by the Board of Education and the execution of this MOU with the Association, Amy Ward shall be appointed as Coordinator, Small, Rural School Achievement Program and in such position she will be required to work an additional one and one-half (1.5) hours per day, four (4) days a week as a result of said appointment. Ms. Ward shall remain a .8 FTE employee during the term of the MOU. However, for the 2016-2017 school year, she shall receive as additional compensation, a stipend of ten thousand dollars (\$10,000.00)

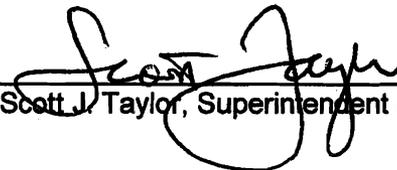
(2) Janae Frascella and Ryan Hayes, upon the affirmative resolution by the Board of Education and the execution of this MOU with the Association, shall be appointed as advisors to the Fitness Club and shall receive as additional compensation, a stipend in the amount specified in the Extra Curricular Salary Schedule under Level IV. Ryan Hayes will be placed on Step 3 (one thousand fifty-three dollars (\$1,053.00)) and Janae Frascella shall be placed on Step 2 (nine hundred ten dollars (\$910.00)). The advisors will meet with students every Tuesday that school is in session from 3:00 p.m. to 4:00 p.m. It is anticipated that the group will build fitness together with various activities through the year.

(3) This Memorandum of Understanding and the positions created herein, and the grant shall terminate effective on the 30<sup>th</sup> day of September, 2017. There is currently no expectation by either party that it shall continue or be renewed. However the District reserves the right to reapply for another year if the Grant becomes available.

(4) This Memorandum of Understanding shall expire and have no effect after September 30, 2017. The parties hereto agree that the failure to continue any provision of this Memorandum of Understanding shall not constitute an improper practice pursuant to §209-a(1) or any other provision of Article 14 of the New York State PERB or in any other forum.

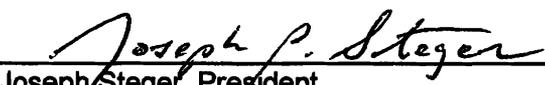
**AGREED TO:**

For the North Collins Central School District

  
\_\_\_\_\_  
Scott J. Taylor, Superintendent of Schools

Date: 10-13-16

For the North Collins Teacher Association

  
\_\_\_\_\_  
Joseph Steger, President

Date: 10/13/2016

**MEMORANDUM OF AGREEMENT**

**BETWEEN**

**NORTH COLLINS CENTRAL SCHOOL DISTRICT**

**AND**

**NORTH COLLINS TEACHER ASSOCIATION**

This Memorandum of Agreement is entered into by and between the North Collins Central School District ("District") and the North Collins Teacher Association ("NCTA").

**WHEREAS**, the District and the NCTA are parties to a Collective Negotiations Agreement ("Agreement") with a term of July 1, 2015 through June 30, 2018, and;

**WHEREAS**, there is currently no provision in the Agreement that addresses compensation for NCTA members supervising after-school detention; and

**WHEREAS**, Section 13.93 of the Agreement provides that NCTA members supervising after-school study hall are paid at the rate of \$15.57 per hour; and

**WHEREAS**, in the absence of such provision specifically addressing NCTA members supervising after-school detention, the District and NCTA have understood that NCTA members serving in said capacity have been compensated at the rate of \$15.57 per hour, similar to NCTA members supervising after-school study hall; and

**WHEREAS**, the District and the NCTA are currently negotiating a successor to the Agreement; and

**WHEREAS**, the District has had difficulty finding NCTA members to supervise after-school detention.

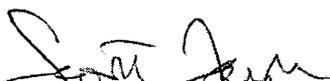
**NOW THEREFORE**, the parties agree as follows:

1. For the second semester of the 2017-2018 academic year, an NCTA member serving as supervising after-school detention shall be compensated at the rate of \$20.00 per hour.
2. This Memorandum of Agreement shall be effective on the first day of the second semester during the 2017-2018 academic year, and shall sunset and terminate in all respects on June 30, 2018.
3. All other terms and conditions set forth in the Agreement shall remain in effect and unchanged until a successor agreement is reached.

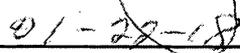
AGREED TO:

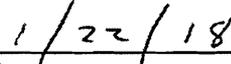
For the North Collins Central School District

For the North Collins Teacher Association

  
\_\_\_\_\_  
Scott J. Taylor, Superintendent of Schools

  
\_\_\_\_\_  
Joseph Steger, President

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Date