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AGREEMENT BETWEEN  
CHIEF EXECUTIVE OFFICER  
NORTH COLLINS CENTRAL SCHOOL DISTRICT

and

NORTH COLLINS TEACHER ASSOCIATION

2004-2005  
2005-2006  
2006-2007  
2007-2008

**RECEIVED**

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NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

075 Employees

TABLE OF CONTENTS

	<u>PAGE</u>
1. Recognition .....	5
2. Negotiating Procedures .....	5
3. Compensation and Conditions of Employment .....	5
4. Working Conditions – Load.....	6-9
4.1 Teachers Hours.....	6
4.2 Lunch Period and Unassigned Time .....	6
4.3 Class Load.....	6
4.4 Board Responsibilities .....	7
4.5 Substitute Provisions.....	7
4.6 Faculty Rooms .....	7
4.7 Miscellaneous Provisions.....	7
4.8 Professional Responsibilities .....	8
4.9 Fair Dismissal .....	8-9
5. Vacancies .....	8
6. Leaves of Absence, Sick Time Allowance and Authorized Absences, Limitation on Absence.....	9-14
6.1 Leaves of Absence .....	9-10
6.2 Sick Time Allowance, Including Pregnancy.....	10-12
6.3 Illness in Immediate Family.....	12
6.4 Absence Under Workers' Compensation .....	12-13
6.5 Jury Duty and Subpoenaed Court Service .....	13
6.6 Authorized Absences for Special Conditions .....	13
6.7 Death in Family.....	13
6.8 Personal Leave .....	14

TABLE OF CONTENTS

	<u>PAGE</u>
6.9 Policies on Pay for Absence Due to Severe Weather or Other Emergency Conditions.....	14
7. Sabbatical Leave .....	15-16
7.1 Eligibility and Criteria.....	15
7.2 Applications .....	15
7.3 Salary.....	15
7.4 Other Provisions.....	15-16
9. Other Employee Benefits .....	16
9.1 Tax sheltered Annuities.....	16
9.2 Deferred Compensation Plan .....	16
9.3 Cafeteria Plan .....	16-17
10. Protection of Teachers.....	17-18
10.1 Legal Aspects .....	17
10.2 Personnel File.....	18
10.3 Seniority Clause .....	18
11. Miscellaneous Provisions.....	18-19
11.1 Contract Terms.....	18-19
11.2 Privileges of the Association.....	19
12. Duration of Contract .....	19
13. Grievance Procedure .....	20-23
13.1 General .....	20-21
13.2 Grievance Procedure .....	21-22
Grievance Record.....	23
Appendix A – Salary Schedule .....	24-27

TABLE OF CONTENTS

	<u>PAGE</u>
14. Implementation for Salary Schedule.....	28-32
Appendix B – Salary Schedules – Extra-Curricular Activities,.....	33-40
Interscholastic Athletics, and Chaperones.....	41

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

AGREEMENT dated **July 28, 2004**, 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. It is understood that Article 4.9 Fair Dismissal-Board Prerogatives, Probationary Period applies only to full-time teachers.
5. **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.**

**It is further understood that Teaching Assistants shall follow the teachers' Bachelors Salary Schedule at fifty (50%) percent of the appointed step. All other benefits and rights of teachers will be appointed to teaching assistants except for preparation period, class load and Sabbatical Leave.**

## 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.

## 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 Appendix A, B, and C.
  - 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-6 -- 7 Hours and 15 minutes per day, Monday through Friday, excluding holidays.
- 7-12 -- 7 Hours and 30 minutes per day, Monday through Thursday. 6 hours and 55 minutes, Friday, or the last day of the Teaching week, excluding holidays

except in the case where an unforeseen emergency arises which necessitate 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.
- 4.13 The number of working days shall not exceed the days determined by the BOCES calendar, the first of which shall not be earlier than September 1<sup>st</sup> and 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.**
- 4.14 **Guidance Counselor: The Jr.-Sr. High School Guidance Counselor shall receive payment for summer work, not to exceed twenty (20) days without Administrative approval, between July 1<sup>st</sup> and August 31<sup>st</sup> at the rate of 1/200<sup>th</sup> of his/her contract rate for each day worked.**

### 4.2 Lunch Period and Unassigned Time

- 4.21 When the daily total hours of a teacher's continuous duty exceed five (5) hours, a period of at least thirty (30) 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 Teachers shall have at least one thirty (30) minute preparation period each day during which they will 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.



4.4 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 Provision

4.51 The **administration** agrees at all times to maintain a list of substitute teachers. **Teachers will make every attempt to secure their own replacement. If unsuccessful, the teacher will contact their building principal whose telephone number will be made available.**

Teachers must notify school administration of their representative of their unavailability for work at least one (1) hour prior to their scheduled starting time or, payment will be unauthorized in lieu of sick leave or similar legitimate reasons for absences not reported.

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.

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 **for students who are at risk of failure** within the limits of the school day.

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.**

## 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 Probationary teachers shall be formally observed three (3) times in each probationary year. Tenured teachers shall be formally observed at least once a year. Each such formal observation shall be followed by a conference between the teacher and the observer not more than ten (10) school days after the formal observation. During such conference, the observer shall give the teacher a written report of the formal observation. The teacher shall acknowledge receipt thereof by signing and dating the file copy. The signature of the teacher indicates that the teacher has had an opportunity to review and discuss the report. It does not necessarily indicate the teacher's concurrence with the report. Not later than ten (10) school days after the conference, the teacher may submit a written, signed and dated response which will be filed with the report.
- 4.83 An Annual Professional Performance Review will be completed for each teacher. The evaluator will complete the report and share it with the teacher. A conference shall be held if requested by either the evaluator or the teacher. No longer than ten (10) school days after the receipt of the review, the teacher may submit a written, signed and dated response which will be filed with the evaluation.
- 4.84 Each tenured member of the teaching and teaching assistant staff may elect to create a personal professional development plan each year. The plan will consist of at least two (2) professional and one (1) educational related personal goal for the school year. The plan will include goal descriptors, measurement standards and year-end summary statements. A copy of the plan will be given to the building principal on or before October 1<sup>st</sup> and June 15<sup>th</sup>. Teacher and building principal may elect to use the plan in place of the formal observation for a tenured staff member.**

## 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 to take place on the bulletin board of the office and faculty rooms 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 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

- (1) 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 from the date the teacher requests such leave to begin. Such leave may be granted to any regularly employed and certified teacher as per New York State Law.
- (2) Request for child rearing leave must be filed with the Superintendent through the immediate superior at least thirty (30) 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.
- (3) **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.**
- (4) 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.
- (5) Child rearing leave for any given child, is nonrenewable beyond two years for any given leave.
- (6) 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 200.
- 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 teacher will be a member of the "Sick Leave Bank", and 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 School Business Administrator 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 no time shall the number of days in the Bank exceed 500 days. When a minimum of two (2) days teacher contribution would cause the bank to exceed 500 days, the contributions of the teachers shall be reduced or eliminated on an equitable basis to avoid such excess. When the number of days in the sick bank falls below 500, the Teachers' Association may replace those days through member contribution on an equitable basis.

A 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 his own accumulations have been exhausted, but only for illness of a prolonged nature. However, payment from sick bank may begin when teacher has exhausted thirty (30) consecutive work days, if prolonged illness can be documented. (Prolonged illness shall be defined as a continuous illness or disability in excess of fifty (50) 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 thirty (30) consecutive workdays.

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 \$500.00 U.S. Savings Bond 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 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 witness for court will request to defer such service to a time when school is not in session. The employee will be compensated their regular rate of pay upon proof of such service and receipt of any compensation for that 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, such leave to be used for the transaction of legal, economic, financial business which cannot be transacted outside the normal workday, or as a result of emergency conditions beyond the individual's control. All other extra-ordinary conditions may be granted as personal leave without the approval of the Superintendent. 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 a 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 recency 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 Appendix B of the Salary Schedule.

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.

## 9. OTHER EMPLOYEE BENEFITS

### 9.1 TAX SHELTERED ANNUITIES

9.11 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.

### 9.2 DEFERRED COMPENSATION PLAN

9.21 Teachers may participate in a deferred compensation plan.

### 9.3 CAFETERIA PLAN

**9.31 For all full-time active teachers enrolled in Health Insurance, the district will provide an annual amount equal to 85% of family or single coverage of the least expensive plan offered, inclusive of the provisions of Section 7.1. Individuals who choose to enroll in a plan other than the above must pay the difference in the cost of the premium between their plan and the 85% of the least expensive plan. Plans offered will be consistent with the June 2004 Independent Health Encompass C 389S or Community Blue 203-B. Such amount will be given in benefits, in accordance with the provisions of Section 125 or IRC and as contained in the plan document. 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.**

**9.32 For all full-time active teachers who choose not to enroll in Health Insurance, an annual amount of \$1,300.00 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 Cafeteria Plan will be pro-rated for part-time employees in direct proportion to full-time equivalency.**

**9.33 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 medial plan.**

#### 9.4 VOTE COPE PAYROLL DEDUCTIONS

9.41 Teachers may opt to have Vote-Cope contributions as a payroll deduction to be distributed over fifteen (15) pay periods.

### 10. PROTECTION OF TEACHERS

#### 10.1 LEGAL ASPECTS

10.11 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.

10.12 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.

10.13 The Board of Education will arrange with an insurance company to maintain such protection.

10.14 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.

10.15 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 council in connection with the handling of the incident with law enforcement and/or judicial authorities.

## 10.2 PERSONNEL FILE

- 10.21 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.
- 10.22 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.

## 10.3 SENIORITY CLAUSE

- 10.31 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 shall be placed on a seniority list. In the event of future vacancies in the tenure area, the teachers (s) with the greatest seniority shall have first opportunity to accept such position(s). If a teacher refuses such opportunity, that teacher shall be dropped from the list.

## 11. MISCELLANEOUS PROVISIONS

### 11.1 CONTRACT TERMS

- 11.11 The terms of this contract shall supercede 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.

- 11.12 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.
- 11.13 This contract may not be modified in whole or in part by the parties except in writing and if mutually agreed.
- 11.14 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.
- 11.15 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.
- 11.16 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.

## 11.2 PRIVILEGES OF THE ASSOCIATION

- 11.21 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.
- 11.22 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.
- 11.23 Posting of notices of Association activities and official business on faculty bulletin boards assigned by the building principal.
- 11.24 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.

## 12. DURATION OF CONTRACT

- 12.1 This contract shall be effective **July 1, 2004**, and continue in effect until **June 30, 2008**, until a successor agreement is placed in effect.

## 13. GRIEVANCE PROCEDURE

### 13.1 GENERAL

13.11 The purpose of this grievance 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.

13.12 The following definitions shall apply to Article 13 of this contract:

- (1) "Immediate Supervisor" refers to building principal in which 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.

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

13.14 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 13.2 "GRIEVANCE PROCEDURE". At Level IV and Level V, the Association and the District may each be represented by a duly authorized representative.

13.15 The time limits set forth in Section 13.2 "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.

13.16 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.

## 13.2 GRIEVANCE PROCEDURE

### 13.21 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.

### 13.22 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 13.21 (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.

### 13.23 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.

### 13.24 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 (2) 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.

### 13.25 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:

**SALARY SCHEDULE**  
**BACHELORS**

STEP	BA = 2004-2005	BA = 2005-2006	BA = 2006-2007	BA = 2007-2008
1	34,085.00	34,170.00	34,255.00	34,341.00
2	34,085.00	34,170.00	34,255.00	34,341.00
3	34,085.00	34,170.00	34,255.00	34,341.00
4	36,516.00	36,607.00	36,699.00	36,791.00
5	37,769.00	37,863.00	37,958.00	38,053.00
6				
7	41,003.00	41,106.00	41,209.00	41,312.00
8				
9				
10				
11				
12				
13	52,126.00	52,256.00	52,387.00	52,518.00
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24	65,803.00	65,968.00	66,133.00	66,298.00
25				

**Increase salary .25% per year 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 .50% increase per year and an \$850.00 "service increment" each year of the contract.**





**SALARY SCHEDULE**  
**MASTERS**

<b>STEP</b>	<b>MA = 2004-2005</b>	<b>MA = 2005-2006</b>	<b>MA = 2006-2007</b>	<b>MA = 2007-2008</b>
1	36,692.00	36,784.00	36,876.00	36,968.00
2	36,692.00	36,784.00	36,876.00	36,968.00
3	39,340.00	39,438.00	39,537.00	39,636.00
4	40,744.00	40,846.00	40,948.00	41,050.00
5	42,147.00	42,252.00	42,358.00	42,464.00
6	43,551.00	43,660.00	43,769.00	43,878.00
7	44,954.00	45,066.00	45,179.00	45,292.00
8	46,458.00	46,574.00	46,690.00	46,807.00
9	48,012.00	48,132.00	48,252.00	48,373.00
10	49,566.00	49,690.00	49,814.00	49,939.00
11	51,170.00	51,298.00	51,426.00	51,555.00
12	52,774.00	52,906.00	53,038.00	53,171.00
13	54,478.00	54,614.00	54,751.00	54,888.00
14	56,182.00	56,322.00	56,463.00	56,604.00
15	57,936.00	58,081.00	58,226.00	58,372.00
16	59,591.00	59,740.00	59,889.00	60,039.00
17	61,295.00	61,448.00	61,602.00	61,756.00
18	62,999.00	63,157.00	63,315.00	63,473.00
19	64,703.00	64,865.00	65,027.00	65,190.00
20	66,257.00	66,423.00	66,589.00	66,755.00
21	67,611.00	67,780.00	67,949.00	68,119.00
22	68,713.00	68,885.00	69,057.00	69,230.00
23	69,816.00	69,991.00	70,166.00	70,341.00
24	71,320.00	71,498.00	71,677.00	71,856.00
25	72,332.00	72,513.00	72,694.00	72,876.00

**Increase salary .25% per year 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 .50% increase per year and an \$850.00 "service increment" each year of the contract.**

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

STEP	TA-BA = 2004-2005	TA-BA = 2005-2006	TA-BA = 2006-2007	TA-BA = 2007-2008
1	17,043.00	17,086.00	17,129.00	17,172.00
2	17,043.00	17,086.00	17,129.00	17,172.00
3	17,043.00	17,086.00	17,129.00	17,172.00
4	18,258.00	18,304.00	18,350.00	18,396.00
5	18,885.00	18,932.00	18,979.00	19,026.00
6				
7	20,502.00	20,553.00	20,604.00	20,656.00
8				
9				
10				
11				
12				
13	26,063.00	26,128.00	26,193.00	26,258.00
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24	32,902.00	32,984.00	33,066.00	33,149.00
25				

**Increase salary .25% per year 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 .50% increase per year and an \$850.00 "service increment" each year of the contract.**

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

STEP	TA-MA = 2004-2005	TA-MA = 2005-2006	TA-MA = 2006-2007	TA-MA = 2007-2008
1	18,346.00	18,392.00	18,438.00	18,484.00
2	18,346.00	18,392.00	18,438.00	18,484.00
3	19,670.00	19,719.00	19,768.00	19,817.00
4	20,372.00	20,423.00	20,474.00	20,525.00
5	21,074.00	21,127.00	21,180.00	21,233.00
6	21,775.00	21,829.00	21,884.00	21,939.00
7	22,477.00	22,533.00	22,589.00	22,645.00
8	23,229.00	23,287.00	23,345.00	23,403.00
9	24,006.00	24,066.00	24,126.00	24,186.00
10	24,783.00	24,845.00	24,907.00	24,969.00
11	25,585.00	25,649.00	25,713.00	25,777.00
12	26,387.00	26,453.00	26,519.00	26,585.00
13	27,239.00	27,307.00	27,375.00	27,443.00
14	28,091.00	28,161.00	28,231.00	28,302.00
15	28,968.00	29,040.00	29,113.00	29,186.00
16	29,795.00	29,869.00	29,944.00	30,019.00
17	30,647.00	30,724.00	30,801.00	30,878.00
18	31,500.00	31,579.00	31,658.00	31,737.00
19	32,352.00	32,433.00	32,514.00	32,595.00
20	33,129.00	33,212.00	33,295.00	33,378.00
21	33,805.00	33,890.00	33,975.00	34,060.00
22	34,357.00	34,443.00	34,529.00	34,615.00
23	34,908.00	34,995.00	35,082.00	35,170.00
24	35,660.00	35,749.00	35,838.00	35,928.00
25	36,166.00	36,256.00	36,347.00	36,438.00

**Increase salary .25% per year 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 .50% increase per year and an \$850.00 "service increment" each year of the contract.**

## 14. IMPLEMENTATION FOR SALARY SCHEDULE

- 14.1 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.
- 14.11 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.
- 14.12 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.
- 14.13 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.
- 14.14 In that a Masters Degree is a designed program to improve a teachers professional skill, teachers are encouraged to pursue a Masters program coincident with the pursuit of permanent certification.
- 14.2 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.
- 14.3 Upon approval of the Superintendent, a request for schedule transfer is presented to the Board of Education.
- 14.4 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.
- 14.5 A schedule transfer will be made upon the completion of the requirements for a Masters Degree, provided that:
- 14.51 Semester hours to be approved in the schedule transfer do not exceed the limitations specified in the preceding sections.
- 14.52 **An official transcript** of graduate hours and/or a statement of eligibility from the degree-granting college or university are submitted to the Superintendent.
- 14.6 The Board of Education will provide an increment necessary to place a teacher on his proper step of the salary schedule.



- 14.7 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.**
- 14.8 Pay days will be scheduled on the second Thursday after the end of each and every payroll period. Pay checks must be in the teachers mailboxes not later than 3:00 P.M. on such pay days. Teachers will be allowed to travel to the bank during their planning period on the day after pay day for the purpose of cashing their pay checks.
- 14.9 **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 will be \$21.67 per hour in 2004-2005, \$23.34 per hour in 2005-2006, \$25.00 per hour in 2006-2007 and \$26.67 per hour in 2007-2008. A maximum of 30 hours may be credited for in-service stipends in any given fiscal year.**
- 14.10 **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.**
- 14.11 **The North Collins Central School District and the North Collins Teachers' Association hereby agree to make compensation for Intramural Supervision at the rate of \$13.76 per hour for the 2004-2005 school year, \$14.11 per hour for the 2005-2006 school year, \$14.47 per hour for the 2006-2007 school year and \$14.84 per hour for the 2007-2008 school year.**
- 14.12 **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 \$13.76 per hour for the 2004-2005 school year, \$14.11 per hour for the 2005-2006 school year, \$14.47 per hour for the 2006-2007 school year and \$14.84 per hour for the 2007-2008 school year.**
- 14.13 **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.**
- 14.14 **The Board of Education will provide base coverage for offered Health Insurance Plans for all regular full-time members of the teaching staff at a cost not to exceed \$1,600.00 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. Amount will also be pro-rated appropriately for teachers with less than 100% FTE.**

**Plans offered will be provided through:**

- 1) Blue Cross and Blue Shield**
- 2) Community Blue**
- 3) Independent Health**

**NOTE: NCTA wishes to explore the option of the Independent Health Flexfit plan in 2005 if still offered through the carrier.**

**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.**

**An employee cannot be covered under the Plan if such coverage is also afforded under another plan.**

Participation in the plan will be available to regular members of the teaching staff on the anniversary date of the current plan, (November 1st of each year). New hires will be eligible to participate in the plan one month after their date of hire. Participants may change from one plan to another on November 1st of each year after giving a notice in writing at least sixty days prior to November 1st.

**Participants may change from one (1) plan to another after giving written notice no later than October 15 of the current school year.**

**The Health Insurance benefit will be pro-rated for part-time employees in direct proportion to full-time equivalency.**

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.

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 60 days after receiving written notification from such teacher.

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 11.1B, in lieu of cash.

14.15 The District will honor payroll deductions of dues for North Collins Teachers Association and its affiliates.

14.15a The Association shall supply the District with dues deduction authorizations from members authorizing deductions no later than two (2) weeks prior to the first payroll in October from which the deduction is made. The total amount of dues shall be divided into fifteen (15) equal amounts.

14.15b Such payroll deductions of dues will be disbursed monthly, or upon demand to the local Association Treasurer.

14.15c 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.

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

#### 14.17 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. Attained the age of fifty-four (54).
2. Has fifteen (15) or more years of continuous service in the North Collins Central School District.
3. The resignation date is effective at the end of the first or second semester of the school year.
4. 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 3012 (2) of State Education Law.

14.17a 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.

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

- 14.19** Those employees who meet the requirements of Section 14.17 and 14.17a subsequent to the signing of this memorandum 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).
- 14.19a** 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.
- 14.19b** 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.
- 14.19c** In both situations addressed above (numbered paragraphs 1 and 2), any excess and/or non-elective contribution will be made on or before June 30, in the year of retirement.

**APPENDIX B—2004-2005 SALARY SCHEDULE**

**EXTRA-CURRICULAR ACTIVITIES, INTERSCHOLASTIC ATHLETICS & CHAPERONES –  
(NCCS)**

1.1	<u>EXTRA-CURRICULAR ACTIVITIES</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>
	<u>LEVEL I</u>	\$2,145	\$2,332	\$2,523
	Marching Band Advisor			
	Marching Units Coordinator			
	Yearbook Advisor			
	<u>LEVEL II</u>	\$1,135	\$1,325	\$1,513
	Musical Director			
	Student Government Advisor			
	Senior Class Advisor			
	<u>LEVEL III</u>	\$ 878	\$1,070	\$1,263
	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			
	Spanish Club Advisor			
	French Club Advisor			
	History Club Advisor			
	Varsity Club			
	Ski Club			
	Golf Club			
	<u>LEVEL IV</u>	\$ 630	\$ 760	\$ 878
	Department Chairpersons			
	Photo Club Advisor			
	Library-Media Club Advisor			
	Technology Club Advisor			
	Secretarial Club Advisor			
	Flag Instructor			
	Rifle/Sabre Instructor			
	F.T. A. Advisor			
	Marching Club			
	Chorus Club			
	<u>LEVEL V</u>	\$ 505	\$ 630	\$ 760
	American Guard Advisor			
	Chemical Hygiene Officer			
	Junior Honor Society Advisor			
	Senior Honor Society Advisor			
	Scenery Advisor (All Productions)			
	Student Government Assistant Advisor			
	Conservation Club Advisor			
	SADD Advisor			
	Class Advisor 7, 8, 9, 10			

**APPENDIX B—2004-2005 SALARY SCHEDULE**  
**EXTRA-CURRICULAR ACTIVITIES, INTERSCHOLASTIC ATHLETICS & CHAPERONES**

1.2	<u>INTERSCHOLASTIC ATHLETICS</u>	<u>GAMES</u>	<u>STEP I</u>	<u>STEP II</u>	<u>STEP III</u>
	Boys/Girls Basketball:				
	Varsity	18	\$3,557	\$3,826	\$4,106
	Junior Varsity	18	\$3,023	\$3,251	\$3,488
	Mod – 7/8	12	\$2,490	\$2,678	\$2,873
	Boys/Girls Soccer				
	Varsity	16	\$2,656	\$2,872	\$3,083
	Junior Varsity	16	\$2,279	\$2,442	\$2,618
	Mod – 7/8	10	\$1,860	\$2,011	\$2,157
	Boys Baseball/Girls Softball:				
	Varsity	16	\$2,656	\$2,872	\$3,082
	Junior Varsity	16	\$2,279	\$2,442	\$2,618
	Mod –7/8	10	\$1,860	\$2,011	\$2,157
	Girls Volleyball:				
	Varsity	20	\$2,656	\$2,872	\$3,083
	Junior Varsity	20	\$2,279	\$2,442	\$2,618
	Mod –7/8	12	\$1,860	\$2,011	\$2,157
	Co-Ed Tennis	14	\$2,157	\$2,337	\$2,507
	Cheerleading		\$1,744	\$1,885	\$2,021
	Phys. Ed. & Athletic Director		\$2,957	\$3,243	\$3,530

- (1) Salary is based on having a schedule with the number of games listed above. If fewer games are scheduled, salary will be pro-rated accordingly.

**APPENDIX B—2005-2006 SALARY SCHEDULE  
EXTRA-CURRICULAR ACTIVITIES, INTERSCHOLASTIC ATHLETICS & CHAPERONES –  
(NCCS)**

1.1	<u>EXTRA-CURRICULAR ACTIVITIES</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>
	<u>LEVEL I</u>	\$2,199	\$2,390	\$2,586
	Marching Band Advisor			
	Marching Units Coordinator			
	Yearbook Advisor			
	<u>LEVEL II</u>	\$1,163	\$1,358	\$1,551
	Musical Director			
	Student Government Advisor			
	Senior Class Advisor			
	<u>LEVEL III</u>	\$ 890	\$1,097	\$1,295
	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			
	Spanish Club Advisor			
	French Club Advisor			
	History Club Advisor			
	Varsity Club			
	Ski Club			
	Golf Club			
	<u>LEVEL IV</u>	\$ 646	\$ 779	\$ 900
	Department Chairpersons			
	Photo Club Advisor			
	Library-Media Club Advisor			
	Technology Club Advisor			
	Secretarial Club Advisor			
	Flag Instructor			
	Rifle/Sabre Instructor			
	F.T. A. Advisor			
	Marching Club			
	Chorus Club			
	<u>LEVEL V</u>	\$ 518	\$ 646	\$ 779
	American Guard Advisor			
	Chemical Hygiene Officer			
	Junior Honor Society Advisor			
	Senior Honor Society Advisor			
	Scenery Advisor (All Productions)			
	Student Government Assistant Advisor			
	Conservation Club Advisor			
	SADD Advisor			
	Class Advisor 7, 8, 9, 10			

**APPENDIX B—2005-2006 SALARY SCHEDULE  
EXTRA-CURRICULAR ACTIVITIES, INTERSCHOLASTIC ATHLETICS & CHAPERONES**

1.2	<u>INTERSCHOLASTIC ATHLETICS</u>	<u>GAMES</u>	<u>STEP I</u>	<u>STEP II</u>	<u>STEP III</u>
	Boys/Girls Basketball:				
	Varsity	18	\$3,646	\$3,922	\$4,209
	Junior Varsity	18	\$3,099	\$3,332	\$3,575
	Mod – 7/8	12	\$2,552	\$2,745	\$2,945
	Boys/Girls Soccer				
	Varsity	16	\$2,722	\$2,944	\$3,160
	Junior Varsity	16	\$2,336	\$2,503	\$2,683
	Mod – 7/8	10	\$1,907	\$2,061	\$2,211
	Boys Baseball/Girls Softball:				
	Varsity	16	\$2,722	\$2,944	\$3,159
	Junior Varsity	16	\$2,336	\$2,503	\$2,683
	Mod – 7/8	10	\$1,907	\$2,061	\$2,211
	Girls Volleyball:				
	Varsity	20	\$2,722	\$2,944	\$3,160
	Junior Varsity	20	\$2,336	\$2,503	\$2,683
	Mod – 7/8	12	\$1,907	\$2,061	\$2,211
	Co-Ed Tennis	14	\$2,211	\$2,395	\$2,570
	Cheerleading		\$1,788	\$1,932	\$2,072
	Phys. Ed. & Athletic Director		\$3,031	\$3,324	\$3,618

- (1) Salary is based on having a schedule with the number of games listed above. If fewer games are scheduled, salary will be pro-rated accordingly.



**APPENDIX B—2006-2007 SALARY SCHEDULE  
EXTRA-CURRICULAR ACTIVITIES, INTERSCHOLASTIC ATHLETICS & CHAPERONES –  
(NCCS)**

1.1	<u>EXTRA-CURRICULAR ACTIVITIES</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>
	<u>LEVEL I</u>	\$2,254	\$2,450	\$2,651
	Marching Band Advisor			
	Marching Units Coordinator			
	Yearbook Advisor			
	<u>LEVEL II</u>	\$1,192	\$1,392	\$1,590
	Musical Director			
	Student Government Advisor			
	Senior Class Advisor			
	<u>LEVEL III</u>	\$ 912	\$1,124	\$1,327
	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			
	Spanish Club Advisor			
	French Club Advisor			
	History Club Advisor			
	Varsity Club			
	Ski Club			
	Golf Club			
	<u>LEVEL IV</u>	\$ 662	\$ 798	\$ 923
	Department Chairpersons			
	Photo Club Advisor			
	Library-Media Club Advisor			
	Technology Club Advisor			
	Secretarial Club Advisor			
	Flag Instructor			
	Rifle/Sabre Instructor			
	F.T. A. Advisor			
	Marching Club			
	Chorus Club			
	<u>LEVEL V</u>	\$ 531	\$ 662	\$ 798
	American Guard Advisor			
	Chemical Hygiene Officer			
	Junior Honor Society Advisor			
	Senior Honor Society Advisor			
	Scenery Advisor (All Productions)			
	Student Government Assistant Advisor			
	Conservation Club Advisor			
	SADD Advisor			
	Class Advisor 7, 8, 9, 10			

**APPENDIX B—2006-2007 SALARY SCHEDULE  
EXTRA-CURRICULAR ACTIVITIES, INTERSCHOLASTIC ATHLETICS & CHAPERONES**

1.2	<u>INTERSCHOLASTIC ATHLETICS</u>	<u>GAMES</u>	<u>STEP I</u>	<u>STEP II</u>	<u>STEP III</u>
	Boys/Girls Basketball:				
	Varsity	18	\$3,737	\$4,020	\$4,314
	Junior Varsity	18	\$3,176	\$3,415	\$3,664
	Mod – 7/8	12	\$2,616	\$2,814	\$3,019
	Boys/Girls Soccer				
	Varsity	16	\$2,790	\$3,018	\$3,239
	Junior Varsity	16	\$2,394	\$2,566	\$2,750
	Mod – 7/8	10	\$1,955	\$2,113	\$2,266
	Boys Baseball/Girls Softball:				
	Varsity	16	\$2,790	\$3,018	\$3,238
	Junior Varsity	16	\$2,394	\$2,566	\$2,750
	Mod – 7/8	10	\$1,955	\$2,113	\$2,266
	Girls Volleyball:				
	Varsity	20	\$2,790	\$3,018	\$3,239
	Junior Varsity	20	\$2,394	\$2,566	\$2,750
	Mod –7/8	12	\$1,955	\$2,113	\$2,266
	Co-Ed Tennis	14	\$2,266	\$2,455	\$2,634
	Cheerleading		\$1,833	\$1,980	\$2,124
	Phys. Ed. & Athletic Director		\$3,107	\$3,407	\$3,708

(1) Salary is based on having a schedule with the number of games listed above. If fewer games are scheduled, salary will be pro-rated accordingly.

**APPENDIX B—2007-2008 SALARY SCHEDULE  
EXTRA-CURRICULAR ACTIVITIES, INTERSCHOLASTIC ATHLETICS & CHAPERONES –  
(NCCS)**

1.1	<u>EXTRA-CURRICULAR ACTIVITIES</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>
	<u>LEVEL I</u>	\$2,310	\$2,511	\$2,717
	Marching Band Advisor Marching Units Coordinator Yearbook Advisor			
	<u>LEVEL II</u>	\$1,222	\$1,427	\$1,630
	Musical Director Student Government Advisor Senior Class Advisor			
	<u>LEVEL III</u>	\$ 935	\$1,152	\$1,360
	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 Spanish Club Advisor French Club Advisor History Club Advisor Varsity Club Ski Club Golf Club			
	<u>LEVEL IV</u>	\$ 679	\$ 818	\$ 946
	Department Chairpersons Photo Club Advisor Library-Media Club Advisor Technology Club Advisor Secretarial Club Advisor Flag Instructor Rifle/Sabre Instructor F.T. A. Advisor Marching Club Chorus Club			
	<u>LEVEL V</u>	\$ 544	\$ 679	\$ 818
	American Guard Advisor Chemical Hygiene Officer Junior Honor Society Advisor Senior Honor Society Advisor Scenery Advisor (All Productions) Student Government Assistant Advisor Conservation Club Advisor SADD Advisor Class Advisor 7, 8, 9, 10			

**APPENDIX B—2007-2008 SALARY SCHEDULE  
EXTRA-CURRICULAR ACTIVITIES, INTERSCHOLASTIC ATHLETICS & CHAPERONES**

1.2	<u>INTERSCHOLASTIC ATHLETICS</u>	<u>GAMES</u>	<u>STEP I</u>	<u>STEP II</u>	<u>STEP III</u>
	Boys/Girls Basketball:				
	Varsity	18	\$3,830	\$4,121	\$4,422
	Junior Varsity	18	\$3,255	\$3,500	\$3,756
	Mod – 7/8	12	\$2,681	\$2,884	\$3,094
	Boys/Girls Soccer				
	Varsity	16	\$2,860	\$3,093	\$3,320
	Junior Varsity	16	\$2,454	\$2,630	\$2,819
	Mod – 7/8	10	\$2,004	\$2,166	\$2,323
	Boys Baseball/Girls Softball:				
	Varsity	16	\$2,860	\$3,093	\$3,319
	Junior Varsity	16	\$2,454	\$2,630	\$2,819
	Mod – 7/8	10	\$2,004	\$2,166	\$2,323
	Girls Volleyball:				
	Varsity	20	\$2,860	\$3,093	\$3,320
	Junior Varsity	20	\$2,454	\$2,630	\$2,819
	Mod –7/8	12	\$2,004	\$2,166	\$2,323
	Co-Ed Tennis	14	\$2,323	\$2,516	\$2,700
	Cheerleading		\$1,879	\$2,030	\$2,177
	Phys. Ed. & Athletic Director		\$3,185	\$3,492	\$3,801

- (1) Salary is based on having a schedule with the number of games listed above. If fewer games are scheduled, salary will be pro-rated accordingly.

**APPENDIX B—2004-2005; 2005-2006; 2006-2007; 2007-2008 SALARY SCHEDULES—  
CONTINUED**

**EXTRA CURRICULAR ACTIVITIES, INTERSCHOLASTIC ATHLETICS & CHAPERONES  
(NCCS)**

**1.2 INTERSCHOLASTIC ATHLETICS—CONTINUED**

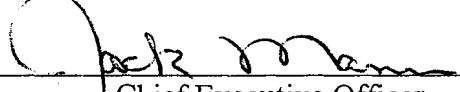
In the event that a team qualified for playoff games, the coach may submit a claim for the following extra time involved at the rate of \$17.30 per hour during 2004-2005; \$17.74 per hour during 2005-2006; \$18.19 per hour during 2006-2007 and \$18.65 per hour during 2007-2008. Home Games-4 Hours; Away Games-5-1/2 Hours; Practices-2 Hours per session.

**1.3 CHAPERONES**

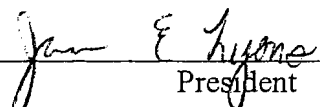
Chaperones for all school-sponsored activities including Music Teacher Escort-All County & State will be paid the rate of \$21.17 per hour for the first hour during 2004-2005; \$21.70 for the first hour during 2005-2006; \$22.25 for the first hour during 2006-2007; \$22.81 for the first hour during 2007-2008 and \$13.76 per hour for every hour thereafter during 2004-2005; \$14.11 per hour for every hour thereafter during 2005-2006; \$14.47 per hour for every hour thereafter during 2006-2007 and \$14.84 per hour for every hour thereafter during 2007-2008. 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 Appendix C-1.

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:   
Chief Executive Officer

NORTH COLLINS TEACHER ASSOCIATION

BY:   
President