AGREEMENT

by and between the

North Colonie Central
School District

and

Instructional Support Administrators
Association
Of North Colonie

July 1, 2015 - June 30, 2019
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ARTICLE I

PREAMBLE AND WITNESSES

In order to effectuate the provisions of the Public Employees Fair Employment Act of the State of New York (Civil Service Law, Article 14) and to encourage and increase the effective and harmonious working relationships between the Board of Education (hereinafter called “Board”) and its administrative employees (hereinafter called “members”) represented by the Instructional Support Administrators Association of North Colonie (hereinafter called “ISAANC”).

WITNESSETH:

WHEREAS, the Board and ISAANC recognize and declare that providing the finest quality of services for the taxpayers and children of the North Colonie Central School District is their mutual aim and purpose.

Now, therefore, in furtherance of said aim and purpose, it is mutually agreed by and between the parties as follows:

ARTICLE II

RECOGNITION

1. The Board hereby recognizes the ISAANC as the exclusive and sole bargaining representative for all instructional support administrative employees. Excluded from the bargaining unit are the titles of Assistant Superintendent for Business, Director of Human Resources, Assistant Director of Human Resources, and any other title excluded pursuant to agreement between the District and Association.

2. The Board recognizes the ISAANC as the exclusive representative of the instructional support administrative employees for the purpose of negotiations regarding wages, hours, terms and conditions of employment, and in the settlement of grievances under the laws of the State of New York.

3. The parties agree to extend the period of unchallenged representation status for the maximum period authorized by Article 14 of the Civil Service Law, Section 208.
4. The District agrees to deduct from salaries of the members in the unit dues for the Association and no more than two other professional organizations as said members individually authorize the District to deduct.

ARTICLE III

ASSOCIATION PRIVILEGES

1. The ISAANC will be allowed to use school buildings for official meetings after school hours, provided such meetings do not conflict with previously scheduled events or emergency situations.

2. Copies of this Agreement are to be printed at the expense, equally shared, of the parties hereto. The ISAANC and District will jointly select the printer and equally distribute 50 copies to the parties hereto.

ARTICLE IV

BOARD RIGHTS

The ISAANC recognizes that the Board, on behalf of the public, has the responsibility and authority and retains all rights and powers to manage and direct through its administrative personnel all operations and activities of the School District to the full extent authorized by law. The exercise of these powers, rights, authority, duties, and responsibilities by the Board, and the adoption of such rules, regulations, and policies as it may deem necessary, shall be limited only by the specific and expressed terms of this Agreement.

ARTICLE V

RESPONSIBILITIES OF ADMINISTRATORS

1. Each member covered by this Agreement shall perform the duties outlined for his/her position in the job description and other short-term professional administrative duties as determined necessary by the Superintendent of Schools.

2. No change shall be made in a member’s job description without prior consultation with the Association.

3. All ISAANC members, in fulfilling the responsibilities of their positions, will act in a moral, legal, ethical, and professional manner, in
accordance with the code of ethics of the North Colonie Central School District.

4. All ISAANC members will become familiar with, respect, and diligently enforce the provisions of all other collective bargaining agreements entered into between the Superintendent and Board of Education and other employee organizations or unions. The Superintendent or a designee will obtain input from members of the ISAANC on negotiations prior to the beginning of the negotiation process with any other employee organization. At the conclusion of the negotiation process, the Superintendent or a designee from the negotiating team will explain the new contract to members of the ISAANC.

5. The ISAANC will not engage in, authorize, or encourage, either directly or indirectly, any concerted action of cessation, withdrawal, or withholding of services in any manner or form, either in whole or in part, by any members of the Association for any reason.

ARTICLE VI

PROTECTION OF PROFESSIONAL REPUTATION

1. No material shall be placed in an Administrator’s file unless the Administrator has had an opportunity to review the material. The Administrator will be provided with a copy of the material and will also have the right to submit a written response to the material. This response will be attached to said document.

2. An Administrator shall have the right, upon reasonable request, to review the contents of his/her personnel file and to make copies of any documents except for pre-employment recommendations and documents, and personal recommendations and documents for promotional purposes. An Administrator shall have the right to be accompanied by a representative of the ISAANC during such review. The review of the file shall be during the open office hours of the District and no file or its contents may be removed from the office.

3. Except as may otherwise be required by law and the regular personnel practices of the District, an Administrator's personnel file will not be open to review but may be reviewed by members of the Board of Education as a personnel issue when the Board acts in its official capacity.
4. No complaint will be used in an Administrator's evaluation unless the Administrator is made aware of the complaint and given an opportunity to address or resolve the complaint.

5. No anonymous complaints shall be made a part of an Administrator's file.

ARTICLE VII

EVALUATION

The Superintendent and/or a designee (normally the Assistant Superintendent for Business) shall evaluate each ISAANC member at least once a year. The evaluation of each member of the ISAANC shall be presented to the individual member, in writing with a subsequent evaluation conference and opportunity to respond in writing. A copy of the fully signed evaluation and response, if submitted, shall be given to the ISAANC member with the original placed on file in the Personnel Office to be held in a confidential manner. For promotional purposes, the applicant’s two (2) most recent evaluations may be made available to the Interview Committee on a confidential basis. The names of other district employees in such evaluations shall be redacted.

ARTICLE VIII

LEAVE DAYS

1. Twelve-month ISAANC members will have eighteen (18), and eleven-month ISAANC members will have sixteen and one-half (16.5) annual sick leave days available. These sick leave days may be used for personal, physical and/or mental disability without loss of pay. Ten (10) days per year of such sick leave days may be used for illness in the immediate family. Any number of the ISAANC member’s sick leave days allotment left at the end of the school year shall be credited to the members unused sick leave bank which shall be accumulated to a maximum of four hundred ten (410) days for twelve-month employees and three hundred eighty (380) days for eleven-month employees for the contract years 2015-2019 and four hundred twenty (420) days for twelve-month employees, three hundred ninety (390) days for eleven-month employees for the contract years 2015-2019. These accumulated totals are only for sick leave payment purposes under Article XXI, section 5.e. Otherwise, the total number of sick leave days that can be earned has no limit. By October 1st of each year, each
ISAANC member shall receive from the District a statement indicating the number of accumulated sick leave days as of June 30th.

2. All administrators with three or fewer years of service shall receive (2) personal leave days each year. If unused, up to two such days shall be credited to either accumulated sick leave or, for twelve-month administrators, vacation days.

After three years of service, all administrators shall receive three (3) personal leave days each year. Such administrators may use the additional day for family-related matters not possible during non-working hours. If unused, eleven month administrators shall have up to three such days credited to accumulated sick leave. Twelve-month administrators shall have the option of having any unused personal days credited either to vacation or accumulated sick leave.

Personal leave shall be defined as absence required to conduct personal business matters not possible during nonworking hours. Advance notice of personal leave shall be given to the immediate supervisor except in event of emergency. Retroactive approval must be obtained from the Superintendent.

Once an administrator elects to have unused personal days added to vacation or sick day accumulations, such election will remain until the administrator notifies the District of a change of elections, and such change may not be retroactive.

3. When school is in session, the day immediately preceding or following a holiday or vacation may not be used for personal leave/vacation, except when approval is received, in advance, from the Superintendent.

**Note:** In cases where advance application cannot be made, then application may be made retroactively for the Superintendent’s approval.

4. Administrators will also be eligible for the following absences with pay each year, with such days not to be deducted from sick or personal leave.

a. Not exceeding three (3) days for religious holidays requiring absence during school hours. In the event any such days are included in the regular school calendar as a holiday, the number
hereby granted shall be correspondingly reduced.

b. Time necessary for members of this association to attend conferences, conventions, workshops or school visitations which shall require advance approval by the Superintendent.

c. Time necessary for appearances in any legal proceeding connected with the administrator’s employment or with the school system, or for the performance of jury duty, or because of a subpoena in a legal matter in which the administrator is not personally involved. Any member taking such leave shall reimburse the school district in the amount of any fees, less necessary expenses, received as a juror or witness.

d. Not exceeding five (5) days at any occasion in the event of the death of an administrator’s spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, sibling, grandfather, grandmother or grandchildren.

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

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

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

ARTICLE IX

DISABILITY LEAVE

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

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

2a. Any administrator having worked in the district at least three (3) years, whose personal illness extends beyond the total of earned sick leave (plus the six-month disability period specified in Article IX, section 1.), will be granted a leave of absence without pay for such time as it is necessary for complete recovery from such illness up to a maximum of two (2) years.

2b. All benefits to which such administrator was entitled at the time the leave of absence commenced, will be restored upon return to work. Such administrator’s assignment will be made to the same position held at the time said leave commenced, if available, if not, to a position equal in administrative responsibility. An administrator who returns from such leave will be placed at the same point in the salary range as when the leave commenced. Administrators having served at least five (5) months in the school year in which the leave commenced shall receive the first annual pay raise granted for the year following the commencement of leave.

ARTICLE X

EXTENDED LEAVES OF ABSENCES

1. A leave of absence without pay for one (1) or two (2) years may be granted to any administrator who has worked three (3) or more years in the district and as approved by the Superintendent.
2. Military leave will be granted to any administrator as provided by the law. Upon return from such leave, an administrator will be placed on the salary schedule at the level which would have been achieved had the administrator remained actively employed in the system during the period of the absence up to a maximum of four (4) years. (This would include being called to active duty as a member of the National Guard of the United States, Army, Navy, Air Force, Marine Corps or Coast Guard.)

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

Conditions of such leave are:

a. First year administrators shall be permitted leave hereunder only for the balance of the school year during which such leave started. All other administrators will be subject to paragraph “c” which follows.

b. Leave shall be without pay.

c. The administrator on leave under this Section must return to a position no later than two (2) years following the date of birth or adoption.

d. Nothing herein shall be construed to prohibit reemployment of any administrator whose leave under this Section has expired without a return to work.

e. An administrator on childcare leave will have the option to retain all medical/dental coverage as provided by the current insurance policies, provided that the administrator pays the full premium.

f. When the administrator returns to his/her position, that administrator will be credited with all the benefits earned prior to the leave and also any new benefits to which entitled.

g. Salary upon return after leave shall include the first annual raise granted for the year following commencement of leave, providing the administrator shall have served at least five months in the school year when leave commenced.
h. No administrator shall be eligible for a subsequent leave under this section until he/she has returned to a full-time position for an additional one (1) year period.

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

5. In case of disability extending beyond four (4) consecutive weeks for which the administrator is receiving remuneration, the Board of Education may require the administrator to submit to a physical and/or mental examination by a physician mutually agreed upon by the administrator and Board of Education. Said physical and/or mental examination shall be at the expense of the District. The purpose of said physical and/or mental examination shall be to determine whether the administrator involved is physically and/or mentally able to return to work.

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

ARTICLE XI

PERSONAL INJURY BENEFITS

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

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

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

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

ARTICLE XII

NEGOTIATIONS PROCEDURE

Contact to initiate negotiations for a successor agreement shall commence no later than March 1st of the year the contract expires. A mutually acceptable meeting date shall be set not more than fifteen (15) calendar days following request. A tentative list of items for negotiations shall be submitted in writing by each party to the other at least one week prior to the first meeting.

ARTICLE XIII

WORK SCHEDULE

1. Compensation for administrators covered hereunder shall be based on the following professional work schedule:

   a. Twelve Month Administrators

      1. All ISAANC members are twelve month administrators.

      2. All twelve-month administrators shall be appointed for a
twelve-month year including 4 weeks of vacation, non-cumulative (above 30 days), and not counting legal holidays or days declared a holiday for all employees. The following are legal holidays and should be considered holidays for twelve month administrators, provided school is not in session on the day in question:

- Labor Day
- One Jewish High Holy Day (a)
- Columbus Day
- Veterans' Day
- The Day Before Thanksgiving Day
- Thanksgiving Day
- The Day After Thanksgiving Day
- Christmas Day
- New Year’s Day
- Martin Luther King Day
- Presidents’ Day
- Good Friday
- Memorial Day
- Fourth of July
- A “floating” one day holiday, which day may not be carried forward if unused.

The vacation schedule of each administrator shall be as the Superintendent approves.

(a) Designated by the Board of Education

3. The number and length of workdays during the period July 1-June 30 shall continue to be flexible due to the uniqueness of these positions. Concerns with the number of days and/or length of each day shall be addressed with the Superintendent during scheduled liaison meetings.

2. Vacation Schedules – Twelve Month Employees

Annual (summer) vacation schedules for all administrative personnel shall be submitted to the Superintendent of Schools for approval, on or before May 1st. Prior to such filing, the vacation schedule shall be reviewed by the administrator’s immediate supervisor, and the supervisor’s recommendation shall accompany the proposed vacation schedule.
In the planning and approval of a twelve-month employee’s vacation schedule, the following guidelines shall apply:

a. Provision of on-schedule completion of assigned responsibilities must be made.

b. Vacation schedules shall generally be planned for those periods of time when schools are not normally in session. Any exception to this provision must have the approval of the Superintendent or Assistant Superintendent.

c. Vacation time accumulated in excess of 30 days must be used by September 1st of the next academic year. The Superintendent may waive this provision in the event of extenuating circumstances. For example, vacation time accumulated in excess of 30 days during 2008-09 must be used by September 1, 2009. Maximum accumulation is 30 days.

d. Upon leaving the District for any reason other than retirement from North Colonie Central School District, an administrator may use up to 30 unused vacation days for cash-out purposes (1/240th of the administrator’s contracted annual salary per day). (In the case of an administrator leaving service as a result of retirement, an administrator may use up to 35 unused vacation days for payment purposes but any such payment of unused vacation leave shall be paid into the administrator’s 403b account as established pursuant to Article XXI (5.g.).

e. All 12-month administrators are entitled to four (4) weeks, twenty (20) days of vacation, not counting legal or all employee holidays, per year. Those administrators with more than three years of service are entitled to accumulate up to three additional vacation days each year from unused personal leave.
ARTICLE XIV

VACANCIES

Written notice will be given to the ISAANC of all instructional support supervisory vacancies which occur in the District. No applicant for a specific position will be interviewed until notice of vacancy has been provided to the ISAANC. Such notice will contain:

a. Description and location of the position to be filled.
b. Qualifications for the position.
c. Appropriate salary.
d. Procedures for application.

Any applicant who is a member of the ISAANC shall be granted an interview by the Superintendent.

ARTICLE XV

TRANSFERS

If an administrator is transferred involuntarily to a position of lesser administrative responsibility, said administrator shall be entitled to the same salary he/she received in his/her former position and the Board will continue the administrator on that salary level until the salary schedule for the new position entitles him/her to an upward adjustment in salary. Under no circumstances shall such administrator suffer a decrease in salary.

ARTICLE XVI

ABOLITION OF POSITION

The Board shall not abolish any position in existence at the commencement of and for the duration of this Agreement held by a member of the ISAANC, without prior consultation with the ISAANC.
ARTICLE XVII

1. PROFESSIONAL DEVELOPMENT

Each administrator shall be responsible for participating in Forty (40) hours of professional development every two (2) years commencing in the year 2009-2010.

Listed below are approved professional development activities. Others may be agreed upon between the administrator and supervisor.

- Workshops provided by BOCES, NYAPT, ASBO, SAANYS or another established provider
- Inter-district visitations.
- Original research projects.
- Working with a District consultant.
- Publishing original work.
- Capital grant writing.
- Training in the use of departmental technology.
- Professional development delivered through distance learning programs (interactive AV or web based).
- Cooperative efforts with faculty from higher education.
- Attendance at or presentation at state and national conferences.
- Group/individual research projects or research as approved by Supervisor.
- Leadership in local, state or national professional organizations, as approved by Supervisor.
- Consultant for SED.
- Preparing for and teaching a college level course.
- Preparing for and participating in educational consortiums or projects.
- Other by mutual consent as approved by supervisor.

Records of professional development hours shall be submitted annually by each administrator to the Assistant Superintendent for Business by the end of each school year.
2. LIAISON MEETING

The Superintendent and the Executive Committee of the Association shall meet at least four times per year to discuss items of mutual concern. The ISAANC will deliver to the Superintendent an agenda for this meeting five days in advance of the meeting. The meeting can be cancelled by mutual consent. Meeting dates will be agreed upon by the Superintendent and the President of the ISAANC by September 1st and shall not occur during the normal student day.

ARTICLE XVIII

GRIEVANCE

Definition:
For the purpose of the administration of this three-stage grievance procedure, a grievance shall be defined as a claim by any unit member or group of members in the negotiating unit of a violation of any article or section of this Agreement.

Purpose:
To encourage the prompt resolution to problems which might become grievances and to insure that no member need fear coercion, interference, restraint, discrimination, or reprisal for utilizing said procedure.

Stage I
Within forty-five (45) working days of the time the aggrieved party knew or should have known, of the act on which the grievance is based, the aggrieved party will present the grievance in writing to the Superintendent of Schools, or his/her designee. Any grievance not submitted, within the forty-five (45) working day time period is waived. The Aggrieved Party and/or Association may request a meeting with the Superintendent, or his/her designee, to discuss the grievance. The Superintendent, or his/her designee, will render a decision in writing within ten (10) working days of receipt of the grievance or, if a meeting is held, within ten (10) working days of the meeting.

Stage II Board of Education
If the aggrieved party and the Executive Committee of the Association deem the grievance to have merit, the Association will file an appeal
with the Board of Education, in writing, within ten (10) working days of its receipt of the decision by the Superintendent of Schools. The Superintendent of Schools will forward the official grievance record to the Board of Education. Within ten (10) working days of its receipt of the appeal, the Board shall hold a meeting, in executive session, on the grievance. The Association and aggrieved party shall have the right to present the grievance at such meeting. The Board shall discuss and determine the grievance following such presentation after the Association has departed the meeting. Within ten (10) working days of such meeting, the Board shall render a written decision on the grievance and forward it to the Superintendent, Association, and aggrieved party.

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

ARTICLE XIX

TERMINATION, DISCIPLINE

Termination of employment or discipline of an employee shall be in accordance with applicable law.
ARTICLE XX
SALARY

1. The percentage raise granted each administrator shall be:
   2015 - 2016    2.4%
   2016 - 2017    2.4%
   2017 - 2018    2.4%
   2018 - 2019    2.4%

2. The percentage raise shall be applied to each administrator’s base salary.
   a. Longevity increment of $500 will be paid after ten (10) years of North Colonie service, $1,000 after
      fifteen (15) years of such service, and $1,000 after twenty (20) years of such service; the increments to
      be folded into base salary. Determination of longevity shall include any continuous service in a
      permanent full-time contracted position by the administrator in a position not within the bargaining unit
      for purposes of calculation. Any member of the bargaining unit as of July 1, 2012 shall not be required
      to have such prior service be continuous in order to have such prior service qualify for
      calculation of longevity. Such longevity payments shall be paid effective the first July 1st following
      completion of the required years of service. Effective July 1, 2016, such longevity payments shall be
      paid on the anniversary date of the administrator following completion of the required years of service.

   b. A one time adjustment of base salary for degrees earned while in the employ of the District shall be as
      follows:

      Bachelor’s Degree  $375
      Master’s Degree    $750

      Degrees earned after July 1, 2008 must have Superintendent’s approval.

3. It is understood that an additional one-time adjustment of $500, to the base salary of the position of School
   Lunch Director/Food Service Director, may be required for each extension of the Food Service program to
   other schools or institutions beyond the scope of existing responsibilities as of March 1, 2013.

4. Pay Schedule
   Effective July 1, 2008 and continuing thereafter payrolls will be paid on a semi-monthly basis which will
   approximate the fifteenth (15th) and the last day (i.e. 28th, 29th, 30th or 31st) of the month according to
   the following:

   A. 12 month employees:
      During the period from July 1 through June 30, twelve month employees will be paid his/her annual
      salary over twenty-four (24) payrolls.
B. **11 month employees:**
During the period from July 1 through June 30, eleven month employees, at the employee’s option, will be paid his/her annual salary over either twenty-two (22) or twenty-four (24) payrolls.

1. **22 payroll option:** During the period of July 1 through August 31, employees will be paid one installment of 1/22nd of his/her annual salary on the end-of-month payment for July and one installment of 1/22nd of his/her annual salary on the end-of-month payment for August. Thereafter all eleven month employees will be paid in installments of 1/22nd of his/her annual salary for semi-monthly payrolls during the period of September 1 through June 30.

2. **24 payroll option:** During the period of July 1 through August 31, employees will be paid one installment of 1/24th of his/her annual salary on the end-of-month payment for July and one installment of 1/24th of his/her annual salary on the end-of-month payment for August. Thereafter all eleven month employees will be paid in installments of 1/24th of his/her annual salary for semi-monthly payrolls during the period of September 1 through June 30. In addition, on the last payroll in June, the eleven month employee will receive an installment equal to 2/24ths of his/her annual salary.

C. Should a payroll be scheduled to take place on a day when the business office is not open the actual pay date shall be made on the last working day before that day.

D. By June 1st of each year, the District will furnish unit members with a copy of the payroll and payroll submission dates for the upcoming year.

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**ARTICLE XXI**

**BENEFITS AND INSURANCE**

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

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

1. Health Insurance- The New York State Health Insurance Program (NYSHIP), Indemnity Plan (Core plus Medical and Psychiatric Enhancements), also referred to as the Empire plan, in effect on August 1, 1994, with such improvements and modifications as may be subsequently promulgated, or mutually agreed upon between the parties, will be made available to all administrators. This agreement does not commit the District to continuing this plan beyond December 31, 1995 if the District would be required to pay a higher premium rate or higher percentage of premium or pay for other additional financial improvements that may be mandated by future participation in the plan. In addition, if the District receives notice of a premium increase in excess of 15% of the indemnity health insurance plan in effect, the District, after consultation with the ISAANC, may transfer coverage to a plan with comparable benefits. Any dispute as to comparability would be settled by arbitration before transfer occurs. Any other change in plans may also be made upon the mutual agreement between the parties.

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

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

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

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

1. Administrators employed on or after May 1, 1994 and their dependents.

2. Retired administrators and their dependents who were participating in District health insurance plans as of May 1, 1994.

3. Administrators who retired after July 1, 1989, and their dependents, who are not currently participating in a District health insurance plan.

4. Any retired administrator as of August 1, 1994 for whom the District has a contractual obligation to provide a contribution towards health insurance.

5. Spouses and dependent children for those employees who die in service. This benefit is limited to three years following the death of the employee.

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

b. Administrator/District Contributions

1. The parties shall contribute to the total medical insurance premiums as follows for the term of this agreement:

<table>
<thead>
<tr>
<th>Plan</th>
<th>Administrator Share</th>
<th>District Share</th>
</tr>
</thead>
<tbody>
<tr>
<td>Individual</td>
<td>10%</td>
<td>90%</td>
</tr>
<tr>
<td>2-person</td>
<td>15%</td>
<td>85%</td>
</tr>
<tr>
<td>Family</td>
<td>20%</td>
<td>80%</td>
</tr>
</tbody>
</table>

Effective July 1, 2013, the CDPHP plan co-pay for emergency room shall increase from $50 to $100 per visit and the CDPHP plan office visit co-pay shall increase to $25 per visit.
2. Health and dental benefits for part-time administrators will be pro rated based on the administrators full time equivalent (FTE) assignment beginning September 1, 1995. For example: a 1/2 time assignment will generate 1/2 the benefit of a full-time assignment. Any administrator whose full time assignment is involuntarily reduced by the District will maintain his/her higher level of health and dental benefits provided before the reduction.

3. The District will increase the percent that it pays for 2 administrators of the same family in the same family plan to 10% more than it pays for family coverage for 1 employee; i.e. if the District contribution for family is normally 75%, it will pay 85% towards 2 employee family coverage.

4. Upon ratification of this agreement, the District will be permitted to switch dental carriers or switch to a self-funded dental plan that provides comparable/similar coverage. The plan specifications and the third-party administrator or dental carrier will be jointly selected by the ISAANC and the District.

c. Retiree Health/Dental Insurance

1. Effective July 1, 1999, an administrator, who completes at least twenty (20) years of district service and retires as a result of a medically diagnosed disability, will be entitled to all retiree benefits. However, medical insurance must be in a community rated plan, e.g. NYSHIP, MVP.

2. Any administrator who having attained age 55 and has retired prior to July 1, 1990 shall be retained as a member of the health insurance plan at full district expense until age 65. Other persons age 55 or older who retire after July 1, 1990 shall receive the same health benefit for individual coverage as does the working administrative staff until the age of 65. Such coverage shall become secondary coverage in the event said retired member is furnished insurance coverage, which shall be primary, with subsequent employment prior to age 65.

3. Retired administrators shall have the option of adding or obtaining family coverage at his or her own expense.

4. A retiring administrator, beginning at age 65, shall receive from the district annually the sum of $956 to be applied to continuing district health insurance coverage or to any other plan that is mutually agreed upon.
5a. Effective July 1, 1999, the district will pay, as a minimum 80% for individuals and 80% for dependents. For those who participate in NYSHIP, the district will pay either 80% for individuals and 80% for dependents inclusive of any minimum requirements set forth in NYSHIP or the minimum NYSHIP requirements, whichever is greater.

5b. Subject to eligibility requirements set forth with NYSHIP, any administrator who is entitled to a retiree health insurance benefit, may make a future claim for that benefit even if he/she retires without taking health insurance with the district. A retiree may also change plans and/or dependent coverage.

6. Retired administrators shall be eligible for the District’s dental insurance plans, either family, two-person or individual, provided they pay the full premium at group district rates.

7. It is understood that a retired employee who does not elect District coverage at retirement may subsequently enroll.

d. Spouses and Dependent Children

1. Spouses and dependent children of those employees who die in service:

   a. may be retained as members of the health plan at the administrator’s current contribution rate for three years following the death of the administrator.
   b. may be retained as members of the plan after three years have passed, provided they pay the total premium thereby incurred.

2. Spouses and dependent children of deceased retired members of the plan may be retained as members of the plan providing they pay the total premium thereby incurred.

2. **Dental Insurance** – The District has switched to a self-funded dental plan effective July 1, 2005, with comparable/similar coverage to the plan which was in effect when the switch became effective. The plan specifications and the third party administrator or dental carrier were, and will be in the future, if need be, jointly selected by the ISAANC and the District.
The District will contribute the following percent of dental premiums:

<table>
<thead>
<tr>
<th>Plan</th>
<th>District Share</th>
</tr>
</thead>
<tbody>
<tr>
<td>Individual</td>
<td>90%</td>
</tr>
<tr>
<td>2 person</td>
<td>85%</td>
</tr>
<tr>
<td>Family</td>
<td>80%</td>
</tr>
</tbody>
</table>

3. **Life Insurance** - A term life insurance policy shall be provided to all administrators covered by this agreement. Such term life insurance will be equal to twice (2 times) the individual administrators annual salary. The cost of said policy shall be borne in total by the District.

Administrators having the equivalent of a minimum of 10 years district service and having attained the age of 55, who thereafter retire under this agreement, on or after June 30, 1993, will be permitted to continue existing Term Life Insurance at the administrators expense until age 65. The benefit is equal to one times their retiring annual salary, at the same rate per $1000 of coverage charged the district for administrators who receive the benefit of two times annual salary during working years.

Beginning with the 2004 calendar year, the District will include on the employee’s W-2 the value of the life insurance benefit above the amount specified in and required by applicable IRS regulations (amount is currently $50,000).

4. **Optical Plan** - An optical plan will be provided for all active administrators and their dependents. The cost of the said policy shall be borne in total by the District. In the event that the optical insurance total premium rate increases by more than 8% for the two-year period beginning July 1, 2008, it is agreed that the ISAANC will adhere to whatever arrangements are agreed upon by the NCTA and the District.

5. **Other Benefits**

Effective July 1, 2012, the following new health insurance buyout program shall be instituted. Members eligible for health insurance and who provide proof of coverage under another plan may opt out of such health insurance under the following procedures:

- A member shall notify the District during any open window period of their desire to opt out or back into health insurance provided by the District;
A member as of June 30, 2013 opting out of health insurance coverage shall be paid an annual sum of $8,000. Any member hired on or after July 1, 2013 shall be paid an annual sum of $4,000. Such payment will be made one-half on or about December 30th and the remaining half on or about June 30th of each school year. Effective January 1, 2017, such payment will be payable in equal installments in each pay period to the administrator.

Any member opting out of health insurance for a school year may re-enter health insurance coverage under the terms and conditions of the insurance carrier’s plan in the event of a change in the member’s alternative health coverage, in which case the member would only be entitled to the pro-rated share of the above annual payment;

Retirees (current and future) shall be entitled to this same health insurance buy-out option with such payments being made one-half on or about December 30th and the remaining half on or about June 30th of each school year. However, the payment for retiree buy-out for persons retired or presently employed as an administrator as of June 30, 2013, shall be $6,000 and the payment for persons hired on or after July 1, 2013 who retire from the District subsequent to that date shall be $4,000.

Should a member choose to opt out of the District’s dental plan, he/she will be entitled to an “in lieu of benefit” equal to the District’s share of the cost of an individual policy, per fiscal year, qualifying under I.R.C. Section 105 and pursuant to Board Policy 9500.

b. The rate of reimbursement for the use of an administrator’s car in district job responsibilities shall be as approved by the Board of Education.

c. The District agrees to purchase annuities for administrators in accordance with the provisions of section 403 (b) of the Internal Revenue Code of 1954, as amended. Therefore, the Assistant Superintendent for Business or designee is authorized to approve applications from administrators for agreements with the School District for reductions in contract salary, the amount of such reduction to be remitted to the company specified by the administrator in the agreement for the purpose of purchasing a non-forfeitable annuity contract or annuity account in accordance with the provisions of Section 403(b).
d. Unused Sick Leave Days- Any administrator appointed prior to July 1, 2004 leaving the district after ten (10) years of service and who previously served in another district in an administrative position will receive up to an additional fifty (50) sick days to compensate for days lost upon employment by North Colonie.

e. Any administrator leaving the district will be eligible to receive compensation for unused sick days to a maximum of (see *below). The amount of compensation will be determined using the following formula:

\[
\text{amount of compensation} - \text{number of accumulated unused sick days} \\
\text{minus (8.75 x years of service or 175, whichever is less)} \times 60.00
\]

2015-19

\* 11-month employee 390
12-month employee 420

Days in excess of the above numbers may not be utilized for payment of such compensation.

f. Retirement Notice Incentive. Administrative staff who have completed ten years of continuous district service and notify the district seven months in advance of their effective date of retirement will be granted a retirement notice incentive. Such retiring members must be at least 55 years of age at the date of retirement. Such retirement notice incentive will be payable the month after the person retires.

1. Notice of intent to retire under the provision may be revoked by the staff member for extenuating circumstances as determined by the Superintendent if such notice of intent to revoke is provided at least ninety (90) days prior to the date of retirement.

2. The incentive shall be calculated as follows:

   Number of years credited in the New York State Retirement System x $342.00, to a maximum of $10,000.00

g. The Employer and the Association agree to the following:

1. No Cash Option. No employee may receive cash in lieu of or as an alternative to any of the Employer’s non-elective Contribution(s) described herein.
2. **Contributions Limitations.** In any applicable year, the maximum Employer Contribution shall not cause an employee’s 403(b) account to exceed the applicable contribution limit under Section 415 (c)(1) of the Code, as adjusted for cost-of-living increase. For Employer Non-elective Contributions made post-employment to former employees’ 403(b) account, the Contribution limit shall be based on the employee’s compensation, as determined under Section 403(b) (3) of the Code and in any event, no Employer Non-elective Contribution shall be made on behalf of such former employee after the fifth taxable year following the taxable year in which that employee terminated employment.

In the event that the calculation of the Employer Non-elective Contribution referenced in any of the proceeding paragraphs exceed the applicable Contribution Limits, the excess amount shall be handled by the Employer as follows:

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

3. **403(b) Accounts.** Employer contributions shall be deposited into the 403(b) account selected by employee to receive Employer contributions, provided such account will accept Employer Non-elective Contributions. If the employee does not designate a 403(b) account to receive Employer’s contributions, or if the account designated will not accept Employer’s Non-elective Contributions for any reason, then Employer shall deposit contributions, in the name of the employee, into the endorsed 403(b) program.

4. **Tier I Adjustments.** Tier I members with membership dates prior to June 17, 1971, Employer Non-elective Contribution hereunder will be reported as non-regular compensation to the New York State Retirement Systems.

5. This agreement shall be subject to IRS regulations and rulings. Should any portion be declared contrary to law, then such portion shall not be deemed valid and subsisting, but all other portions shall continue in full force and effect. As to those portions declared contrary to law, the Association and Employer shall promptly meet and alter those portions
in order to provide the same or similar benefit(s) which conform, as close as possible, to the original intent of the parties.

6. This agreement shall further be subject to the approval of the 403(b) Provider, which shall review the MOA agreement solely as a matter of form and as the provider of investment products designed to meet the requirements of Section 403(b) of the Internal Revenue Code.

7. Both the Employer and Employee are responsible for providing accurate information to the 403(b) Provider. This information includes both Elective and Employer Non-Elective Contributions and the amount of the participant’s Includible Compensation.

8. **Employer Non-Elective Contribution Equal to Termination Pay.**
The Employer agrees to make an Employer Non-Elective Contribution to the 403(b) account of each covered employee who severs their employment with the Employer and who is eligible to receive the Termination Pay benefit of Article XXI. Section 5, paragraph d and e. of the Collective Bargaining Agreement. The amount of the Employer Non-Elective Contribution shall equal the accumulated leave days (Termination pay) benefit, which is specified in Article XXI. Section 5, paragraph e. of the Collective Bargaining Agreement. The Employer shall make up to the maximum contribution permitted under Section 415(c)(1) of the Internal Revenue Code of 1986, as amended, for the year in which the employee severs employment.

9. **Retirement Incentive 403b.**
The Employer agrees to make an Employer Non-Elective Contribution to the 403(b) account of each covered employee who severs their employment with the Employer and who is eligible to receive the Retirement Notice Incentive of Article XXI. Section 5 (paragraph f.) of this Agreement. The amount of the Employer Non-Elective Contribution shall be determined in accordance with the calculations set forth in Article XXI Section 5 (paragraph f.2) of the Agreement. The Employer shall make up to the maximum contribution permitted under Section 415(c) (1) of the Internal Revenue Code of 1986, as amended, for the year in which the employee severs employment.

h. A payroll deduction plan is available for the School Systems Federal Credit Union.

i. A Cafeteria Benefits Plan is available for the payment of the administrator’s share of Health and Dental Insurance premiums.

j. Effective July 1, 1996, a Flexible Benefit Plan, as permitted by Section 125
of the Internal Revenue Code, will be provided to all administrators covered by this agreement. The administrator of the Plan will be jointly selected by ISAANC and the District.

k. Effective October 1, 1999, an Employee Assistance Program will be available to all administrators covered by this agreement at District expense.

l. Each administrator shall be reimbursed to a maximum of One Thousand ($1,000) Dollars expense reimbursement each school year including three hundred and fifty ($350) dollars towards the dues of any professional organization even though it provides members with negotiations service and/or legal defense services. Notwithstanding, reimbursement for other professional development activities provided by those organizations will be included.

m. **Medicare Advantage**

   The District and the ISAANC of North Colonie hereby agree that administrator retirees who are Medicare eligible may be offered optional voluntary enrollment in two federally subsidized Medicare HMO plans.

   Retirees, their spouses and dependents will retain their option to change or return to any of the health plans and policies offered in the contract during the open enrollment periods of December for January 1st and June for July 1st without penalty.

   Spouse’s coverage (non-employees), even if under a separate policy, is subject to the same restrictions and limitations contained in the collective bargaining agreement as for non-Medicare plans and policies.

   The North Colonie School District and the Administrators’ Association of North Colonie hereby agree that administrator retirees who are Medicare eligible may be offered optional voluntary enrollment in three federally subsidized Medicare HMO/PPO plans.

   These three plans are CDPHP Medicare Choice, CDPHP PPO 10/15 and MVP Medicare Gold.
ARTICLE XXII

GENERAL PROVISIONS

1. No member of the ISAANC shall suffer any personal disadvantage by reason of membership in the ISAANC or participation in its lawful activities.

2. The ISAANC will be provided with one copy of the official minutes of the Board meetings as soon as possible after the meetings. A copy of the tentative agenda of the meetings will be given the ISAANC prior to said meetings.

3. Before the School District knowingly adopts change in policy not covered by this Agreement but which affects Administrators' terms and conditions of employment, the School District will notify the ISAANC President or the designated representative in writing that it is considering such a change. The Association shall have the opportunity to meet and/or discuss the proposal before adoption.

4. Generally, eleven month employee members of the ISAANC do not have to report on days that schools are closed or delayed as authorized by the Superintendent or his/her designee. If a school or schools are closed early, the members of the ISAANC in the affected school(s), may, depending on the circumstances, be dismissed upon the discretion of the Superintendent.

ARTICLE XXIII

LEGISLATIVE ENACTMENT

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

DURATION

The terms of the Agreement shall be from July 1, 2015 through June 30, 2019. All provisions of this Agreement will remain in full force and effect until superseded by a subsequent Agreement.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the 15th day of November, 2016.

For the North Colonie Central School District

D. Joseph Carr, Superintendent

For the ISAANC Administrators’ Association of North Colonie

Marian Cimorelli, President

Team members of the
North Colonie Central
Schools

James Girvin, Chair

William Furlong

Kathleen Skeals

Jenna Bongeirmino

Sarah Morrison

Team Members of
the ISAANC

Steven Zautner

Tim Bonk

John Myers

Michael Starvaggi

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