## **AGREEMENT**

**BETWEEN** 

## **COHOES TEACHERS' ASSOCIATION**

**AND** 

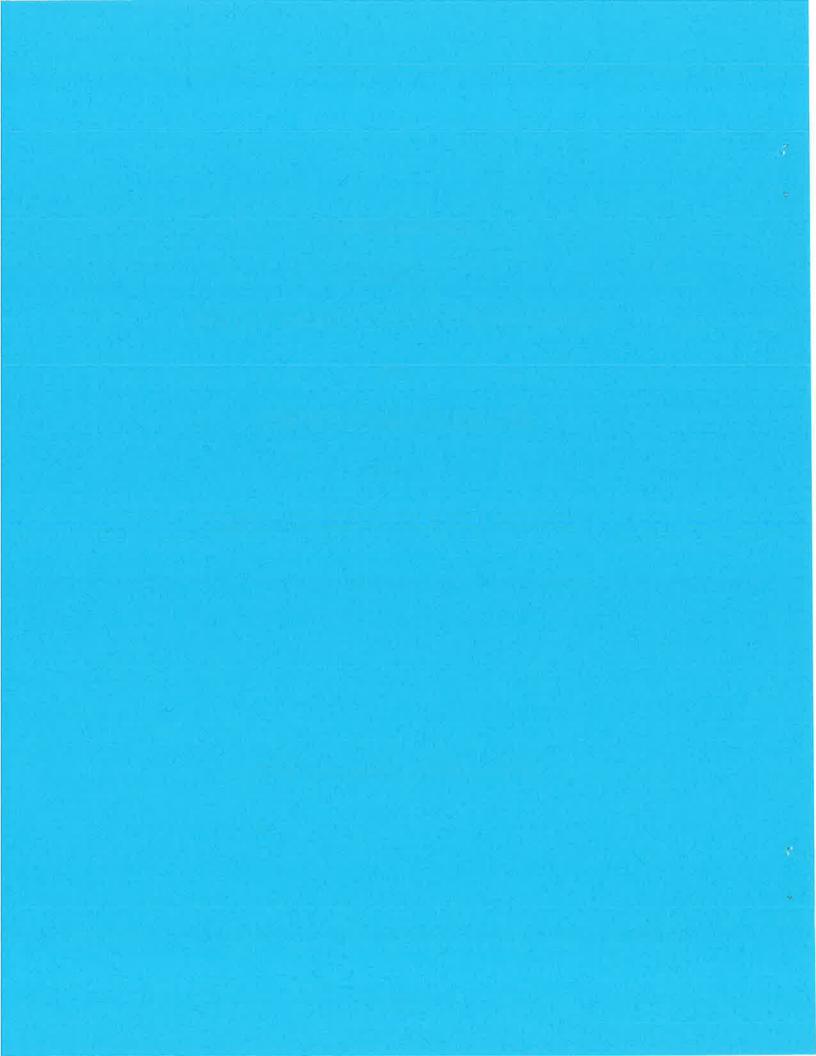
## **BOARD OF EDUCATION**

OF THE

**COHOES CITY SCHOOL DISTRICT** 

July 1, 2023 – June 30, 2027

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THIS AGREEMENT effective the 1<sup>st</sup> day of July, 2023 by and between the BOARD OF EDUCATION OF THE CITY SCHOOL DISTRICT OF THE CITY OF COHOES, herein referred to as the "BOARD" and the COHOES TEACHERS' ASSOCIATION, herein referred to as the "ASSOCIATION".

#### WITNESSETH:

WHEREAS, the Board and the Association recognize and declare that providing quality education for the children of the City of Cohoes is their mutual aim; and

WHEREAS, the parties have agreed to negotiate in good faith with respect to wages, hours and other conditions of professional employment for all of the teaching personnel employed by the Board; and

WHEREAS, the parties, following negotiations, have reached certain understandings which they hereinafter set forth;

NOW, THEREFORE, in consideration of the following mutual covenants, it is hereby agreed.

## ARTICLE I RECOGNITION

The Cohoes Board of Education, having determined that the Cohoes Teachers' Association is supported by a majority of eligible members of the bargaining unit, has recognized the Cohoes Teachers' Association as the exclusive bargaining agent for a unit composed of school nurses, occupational therapists, physical therapists and all professional certificated personnel except the Chief School Officer, Central Office Personnel and Building Principals.

The period of unchallenged representation shall be for the maximum period provided by law.

# ARTICLE II NEGOTIATION PROCEDURE

- A. The parties will enter into good faith negotiations leading to a successor to this agreement no later than October 31 in the school year that the current contract expires. In the event of an impasse, the provisions of Section 209 of Chapter 392 of the Laws of 1967 (as amended) will govern.
- B. Neither party in negotiations will have any control over the selection of the representatives of the other.
- C. The parties agree to make available, to each other, data necessary for the drafting of proposals and counter proposals.
- D. The parties mutually pledge that their representatives will have all necessary power and authority to make proposals, counter proposals and to reach compromises in the course of negotiations.

# ARTICLE III TEACHER, ASSOCIATION AND BOARD RIGHTS

A. The administrator of each school shall meet with the Association's Building Committee at the request of either the principal or the committee to discuss terms of professional employment and questions relative to the implementation of this agreement. The Association Committee will consist of:

High School - 3 Representatives
Middle School - 3 Representatives
Abram Lansing School - 2 Representatives
Harmony Hill School - 2 Representatives
Van Schaick Grade- 2 Representatives
Page Avenue School - 1 Representative

Each school shall have at least one (1) representative. Proposed changes in building policies and/or procedures shall be appropriate subjects for discussion at such meetings. Any changes in building policies and/or procedures or any new building policies and/or procedures shall be consistent with the terms of this Agreement.

- B. The Superintendent and Association President may select up to three representatives to meet with the purpose of discussing matters relating to the implementation of this Agreement and other concerns on an as-needed basis. If possible, issues to be discussed shall be communicated to the other party no less than one week ahead of the scheduled meeting. Either party may bring additional issues to the meeting subject to the mutual agreement to discuss them.
- C. The President of the Association shall receive an agenda for all Board meetings at the same time it is received by the Board members.
- D. The President of the Association, where practical, shall be notified of any anticipated federal, state and county programs, and the Board shall discuss and consult with the Association concerning the effect of such programs on teaching conditions covered in this Agreement.
- E. The Association shall have the right to use school buildings, facilities, and equipment, provided that such use will not interfere with the regular school program, and further provided that request for such use is submitted to the building principal 48 hours in advance. If meetings are held in the evening, the Association officers and members will be given prompt entrance to the building. Where such use occurs at other than the end of a regular school day, the Association will give 72 hours advance notice or two working days (whichever is longer).
- F. With the approval of the principal, the Association shall have the right to post notices of its activities and matters of Association concern on faculty bulletin boards, at least one of which shall be provided in each school building. The Association may use inter-school mail service and teacher mailboxes for communications to teachers in accordance with present policy. Announcement of meetings may be listed in faculty bulletins and the public address system may be used for the announcing of the date, time and place of meetings only.

- G. The Board and the Association recognize that appropriate texts, library references facilities, maps and globes, laboratory equipment, shop equipment, audiovisual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar supplies and equipment are the tools of the teaching profession. The Superintendent and/or the Board's representative and the Association will confer for the purpose of improving the selection and use of such educational tools. This shall be done normally during January and February although it may extend into March when unusual complications arise. In the event the Superintendent is not the representative of the Board, such representative shall have the authority to make final determination in the name of the Superintendent.
- H. Each building shall determine the day of the week for its monthly building-wide meetings.
  - 1. All faculty meetings will take place during the "first full" week of the month whenever possible and be subject to confirmation at the annual calendar consultation memorialized at Article V(F). Building-wide notification must be made at least three (3) days in advance. All building-wide faculty meetings (as well as other meetings) must end no later than 4:00 p.m.
  - 2. Professional Learning Communities periods:
    - a. Elementary: There will be one meeting per month at which PLC activities will be scheduled. These meetings will be in sixty (60) minute blocks. The District shall, in its discretion, choose the content focus and format of these meetings based upon District learning priorities and the PLC members will determine the areas of focus based on student data and need, subject to administrator approval.
    - b. Secondary: There will be one meeting per month at which PLC activities will be scheduled. This will be held during the departmental meetings (Coordinators will minimize time needed for administrivia and maximize time for PLC).
- I. Upon request of the building representative to the principal, the Association Building Committee may arrange for the installation of vending machines in compliance with the law and for staff use only. The installation, operation, control and maintenance of the machines shall be the responsibility of the Association Building Committee in that building. All proceeds from these machines shall be used in such manner as the Association Building Committee shall determine.

#### J. Dues Deduction:

- 1. The School District agrees to deduct from the salaries of members of the bargaining unit the amount of membership dues as set by the Cohoes Teachers' Association when such deduction is authorized by individuals eligible for membership. The Association shall notify the Superintendent of the current rate of all dues to be deducted by September 10.
- 2. The dues deduction authorization will be given by means of the following form: See Appendix "E."
- 3. Dues deduction shall be made in equal installments beginning with the second payroll in September.

- 4. The School District agrees to transmit the total sum of dues and agency fee monies deducted to the Association within ten work days following each payroll date. The first and final transmittal shall be accompanied by a list of those persons for whom deductions have been made. The names of persons for whom deductions have been made and their accumulated deductions shall be made available in the Business Office.
- 5. Each teacher may elect to receive salary payments on a basis of 26 or 22 payments.
  - a. Such election shall be made August 1 and may not be altered until the following year, except in the case of those hired annually after July 20. These new hires will make their election within ten (10) working days of the enactment of the hiring resolution by the Board of Education.
  - b. The District agrees to direct deposit the teacher's paycheck to any bank or credit union willing to accept direct deposit.
- 6. The District agrees to deduct from the salaries of members of the this unit dues for the Cohoes Teachers' Association and its affiliates as said teachers individually and voluntarily authorize in forms provided by the Association. Such deduction shall be made in 20 equal installments per year. The District further agrees to transmit such dues withheld to the Association biweekly. Members of this unit hereby waive all rights and claim for said monies so deducted and transmitted in accordance with this article and relieve the District and all its officers from any liability therefore.

#### K. Time off for Association President:

The assignment of the CTA President shall be limited to four (4) academic classes. In the event that the President is an elementary level person, the Superintendent and CTA President shall meet to establish an appropriate schedule for the President.

- 1. Union vice president shall be free from home room and supervisory assignments for the duration of this Contract.
- 2. The Association shall be granted five days for professional business. Application for these days must be made directly to the Superintendent, with a copy to the appropriate principal and/or supervisor three days in advance of the request.
- L. All members may send their children to the Cohoes City Schools tuition free, provided the cost of educating that child does not exceed the per pupil average, or cause the District to violate any other provisions of this Contract.
- M. In September of 2002 the school district created the position of Teacher Assistant and recognized them as members of the Cohoes Teachers Association bargaining unit; therefore, all provisions of this agreement shall apply to them unless noted as an exception. Exceptions are Article VI (B), (C) and (E).

## ARTICLE IV COMPENSATION AND REIMBURSEMENT

- A. See attached Salary Schedule at Appendix "A." The new schedules reflect an increase of a flat dollar amount for 2023-2024, an increase of two per cent (2%) to the first 21 steps of the prior year's schedule for 2024-2025 and an increase of one per cent (1%) for 2025-2026 and 2026-2027. The five longevity steps of \$1,200, \$1,400, \$1,500, \$1,500 and \$1,500 will become permanent parts of the schedule.
- B. All certificated personnel covered by the provisions of this Agreement shall be placed on step and shall progress on step for the duration of their employment, effective September 1, 2002.
- C. One-half  $(\frac{1}{2})$  of the number of years in military service shall be granted toward step placement. In the event any additional credit toward step placement is granted for military service, Section D of this Article shall apply.
- D. Should the Board find it necessary to hire a teacher at a step placement beyond that teacher's years of experience in teaching or in a related occupational category, all certificated personnel shall advance proportionately. This provision shall not apply to salary placements made prior to July 1, 1979.
  - 1. In determining step placement on the teacher salary schedule, the District may award one year of credit for each year taught in public schools.
  - 2. In determining step placement on the teacher salary schedule, the District may award one year of credit for each two years taught in non-public school settings.
  - In determining step placement on the teacher schedule, the District may award 1 year of credit for each 2 year's service as a teacher assistant.
- E. Teachers completing graduate and/or in-service courses, from an accredited institution, will be compensated as follows:
  - 1. In blocks of six (6) hours beyond the BA or BS \$20.00 per credit hour. Beyond the BA or BS+30, \$25.00 per credit hour for credits earned before July 1, 1990, with the approval of the Superintendent. For credits earned after July 1, 1990, BA or BS+30, \$30 per credit hour. After July 1, 2002, credits earned in classes beyond those needed for permanent certification, \$35 per credit hour. After July 1, 2007 credits earned in classes beyond those needed for permanent certification, \$40 per credit hour
  - 2. Salary increases shall become effective the beginning of each school year (beginning July 1). In order to receive additional payment for courses taken the teacher must notify the Office of the Superintendent by the preceding June 30 that the teacher is taking such courses (payments shall begin upon receipt of proof of successful completion).
  - Four hundred dollars (\$400.00) shall be added for each earned graduate degree, (for example, MA, MS, PhD., SAS).
  - 4. All in-service courses taken for credit must have the approval of the Superintendent of Schools or designee prior to the time of registration. There shall be no limit to accumulated and approved in-service credits.
  - 5. Beginning with the 1999-2000 school year teachers hired prior to or by April 1, annually shall receive their annual increment the following September.

- 6. The District agrees to pay tuition for any courses staff may take that are mutually beneficial to the District and the teacher. Approval and limitations are at the discretion of the Superintendent.
- 7. Fifteen (15) in-service credits will be equal to one graduate credit.
- F. Any teacher whose assigned duties require travel from location to location during the school day to schools or in making home visitations or to confer with appropriate state agencies regarding pupils and for whom a car is not provided, shall be reimbursed at the following rates:
  - 1. \$350.00 for Work-Study Advisors
  - 2. \$300.00 for Social Workers
  - 3. \$250.00 for unit members whose work assignment requires in-district travel between buildings.
  - 4. The parties agree to negotiate the above-referenced sums as necessitated by the addition of other job titles and/or a change in job responsibilities.
- G. The Board agrees to pay all expenses for travel, room, board, gratuities and registration fees exclusive of dues incurred by teachers during the course of administration approved trips or activities.
- H. Teachers accepting tutorial duty outside of the teacher workday shall be compensated at the rate of \$30.00/hour effective July 1, 2006, \$33.00/hour effective July 1, 2007 and \$35.00/hour effective July 1, 2008.
  - 1. Teachers providing "approved" Academic Intervention Services within the school day, but outside of the teacher workday, will be compensated at the rate of thirty dollars (\$30.00) per hour effective July 1, 2006, \$33.00/hour effective July 1, 2007 and \$35.00/hour effective July 1, 2008.
- I. The District agrees to create a committee responsible for reviewing the District and building needs in order to provide appropriate in-service training.
- J. CTA members elected or appointed to Leadership Teams shall be compensated as follows:
  - 1. at the rate of a \$700.00 annual stipend effective July 1, 2006.
  - 2. at their respective per diem rates of pay for service during summer recess.
- K. In cases where the district does not have a substitute teacher, a teacher may volunteer during his/her prep periods to cover classes. Teachers will be paid \$12.50 for covering a 22-23 minute period, \$18.75 for a 30 minute period, \$25.00 for a 44-47 minute period and \$37.50 for a 66-70 minute period. Teachers will not be permitted to cover more than two (2) classes daily.
- L. Teachers shall be required to submit the required documentation for work that requires additional compensation within thirty (30) calendar days from the completion of the assignment.

#### ARTICLE V WORK DAY AND WORK YEAR

- A. The Board of Education of the Cohoes City School District retains the right to establish the "School Day." The "Teacher Workday" is outlined in this contract unless modified through contract negotiations between the Board of Education and the Cohoes Teachers' Association.
- B. Teachers at the Page Avenue School shall start their day not earlier than 7:30 am and end not later than 6:00 pm. A teacher assigned to the Page Avenue School will work no longer than seven (7) hours and five (5) consecutive minutes. The immediate supervisor of those teachers assigned to the Page Avenue School will be one of the following: the Director of Special Programs, CSE/CPSE Chairperson, the Director of Alternate Education, or the Building Principal.
- C. Teachers in the elementary school shall report for duty at 8:25 am. Students will enter classrooms at 8:45 am. Teachers will have a 30 minute duty free lunch period. The District will provide a thirty (30) minute duty free preparation period each day for all elementary teachers. Elementary students will be released at 3:00 pm. All elementary level teachers will remain 10 minutes after student dismissal on Monday, Tuesday, Wednesday and Thursday. On Fridays, teachers may leave at 3:00 pm.

  The elementary school bell schedule is attached at Appendix "H."
- D. Teachers in the middle school shall report for duty at 7:55 am. Students will enter classrooms at 8:10 am. Teachers will have a 47 minute duty free lunch period. The District will provide a forty-seven (47) minute duty free preparation period each day for all middle school teachers. Middle school students will be released at 2:49 pm. All middle school level teachers will remain 10 minutes after student dismissal on Monday, Tuesday, Wednesday and Thursday. On Fridays, teachers may leave at 2:49 pm.

  The middle school bell schedule is attached at Appendix "G."
- Ε. Teachers in the high school shall report for duty at 7:45 am. Students will enter at 8:00 am. Teachers will have a 44 minute duty free lunch. The District will provide a forty-four (44) minute duty free preparation period each day for all high school teachers. High school students will be released at 2:44 pm. Unless on a modified high school schedule, all high school level teachers will remain 10 minutes after student dismissal on Monday, Tuesday, Wednesday and Thursday. On Fridays, teachers may leave at 2:44 pm. A modified high school schedule may be used for classes that cannot be provided during the regular school day, e.g. distance learning, academic intervention services, music, "singletons." The modified high school schedule teacher day shall be defined as 6.58 am - 2.07 pm Monday through Thursday and 6.58 am - 1.57 pm on Friday. Teachers who work on the modified schedule shall do so on a voluntary basis provided that there are sufficient volunteers to fill the positions. If there are an insufficient number of volunteers the District may assign teachers to fill the remaining vacant positions on a rotational basis from year to year. Faculty meetings shall be optional for teachers participating in the modified schedule. Faculty meeting agenda items shall be distributed to all teachers at least two school days prior to the scheduled meeting.

The high school bell schedule is attached at Appendix "F."

- F. The calendar for each school year under this Agreement will be planned by a joint committee composed of an administrator and an Association representative and shall not require the teachers to be in attendance more than 182 days. Effective July 1, 1997 183 days.
- G. The itinerant teacher workday will not exceed 7 hours and 5 minutes; itinerant teachers will be guaranteed a minimum of fifteen (15) minutes travel time between buildings.
- H. The workday for any member who is not 1.0 FTE shall equate to the percentage FTE times the number of minutes in the length of the school day.

#### I. School Nurses:

- 1. Salary see Schedule Appendix "B;"
- 2. Work day same length as the teachers in the building assigned;
- 3. Work year equals 183 days;
- 4. Pension pursuant to provisions of NYS Employees' Retirement System 75E;
- 5. Additional work days paid at 1/183 of salary. When required to be at work on an otherwise unscheduled day, they shall be guaranteed a minimum of two (2) hours pay.

#### J. Teaching Assistants:

- 1. Same as above for nurses
- 2. Same as above for nurses
- 3. All teacher assistants will have a duty free lunch period and prep period which is the same as the teachers in the building to which they are assigned.

#### K. Occupational Therapists and Physical Therapists

- 1. Salary OT's and PT's shall follow the Teachers' Salary Schedule
- 2. Work Day Same as teachers in assigned building
- 3. Work Year -183 days
- 4. Pension Pursuant to ERS
- 5. Article IV (E) would apply for MA degree and beyond

#### ARTICLE VI TEACHING LOAD AND ASSIGNMENT

A. Special subjects involving an entire class, such as art, music, and physical education shall be extended to the Kindergarten level. No more than two (2) special subjects shall be scheduled for any one (1) class each day, where finances, personnel and facilities permit.

This clause (VI-A) shall take effect on July 1, 1983.

Special Education Distribution

All students who are identified by the Committee on Special Education and have an IEP shall be weighted at 1.75 students per mainstreamed class, except that students with only one (1) of the following: speech articulation students, or occupational therapy students, or physical therapy students, or transitional students, shall be weighted at 1.0 students. In the event that the student weighted count exceeds 30 in a classroom or 35 in physical education an aide will be assigned to assist in these classes.

- B. Teacher assignments:
  - 1. Exceeding five (5) periods per week which are outside of the scope of the teacher's teaching certificate or the teacher's major field of study shall be voluntary.
  - 2. Effective July 1, 2023, teachers shall be paid the sum of \$9,000 per year (prorated for less than a full year) at the secondary level for each instructional assignment that is beyond five periods per day.
- C. Teacher lesson preparations in the secondary schools shall be limited to three (3) whether within or out of the teacher's major field. Any preparations in addition to three (3) shall be voluntary.
- D. Part-time teachers may be assigned a hall duty.
- E. Teachers at the high school level will have a duty free lunch period and one duty free prep period in a 9 period day. Lunch is considered a period for the purposes of this Article.
- F. Teachers in the high school shall have one of these assignments in a 9 period day:
  - 1. Five (5) instructional periods, hall supervision, as defined in (a) below.
  - 2. Five (5) instructional periods, study hall, as defined in (b) below.
  - 3. Five (5) instructional periods, hall supervision and study hall, as defined in (c) below
  - 4. High school teachers agree to provide a period of hall supervision and study hall as follows:
    - a. A teacher may be assigned hall supervision for the duration of (1) full length period.
    - b. A teacher may be assigned study hall for the duration of (1) full length period.
    - c. A teacher may be assigned study hall for the duration of (1) lunch period and one of the following: Hall supervision for the first twenty-two (22) minutes of a full length period, hall supervision for the final twenty-two (22) minutes of a full length period or hall supervision for the duration of one (1) lunch period.
    - d. A full length period shall be defined as any period that exceeds 40 minutes.

- e. No additional duty assignments, specifically hall duty or study hall will be assigned to teachers who travel between schools.
- G. Teachers in the Middle School level will have a duty free prep period in an 8 period day, one of these periods being lunch. (7 periods + 1 lunch period = 8 periods)
  - 1. Middle School teachers assigned to a team (core subjects, special education, enrichment, reading) and self-contained special education classroom teachers will have 5 instructional periods and 1 team period.
  - 2. Middle School teachers not assigned to a team will have 5 instructional periods and one of the following duty assignments:
    - a. A teacher may be assigned hall supervision for the duration of one (1) full length period.
    - b. A teacher may be assigned quiet study for the duration of one (1) full length period.
    - c. A teacher may be assigned one 23-24 minute quiet study and hall supervision for the remaining 23-24 minutes of that period.
    - d. A full length period shall be defined as any period that exceeds 40 minutes.
  - 3. Teachers with a multi-building assignment will not be assigned a duty.
- H. Teachers shall be informed of their tentative assignment for the following school year no later than June 10 of the preceding school year. When possible, this notice of assignment shall include building and grade level assignment and the employees' FTE.
- I. Teacher Leaders for English, science, math, social studies, and special education shall teach five (5) academic classes and shall not be assigned home room responsibilities or supervisory duties. The physical education Teacher Leader for K-12 shall teach a maximum of five (5) academic classes and shall not be assigned home room responsibilities or supervisory duties.
- J. Teacher volunteers will provide supervision in the lunchroom. In the case of an absent volunteer, an alternate volunteer shall replace him/her. In no event shall there be fewer than two supervisory volunteers. Each volunteer will work for a period of time to be mutually agreed upon with the building principal or his/her designee. The supervision duties include overseeing student conduct, writing referrals for serious disciplinary situations, and other necessary duties required to help the building principal or his/her designee insure the efficient and safe operation of the lunchroom. An administrator shall also be present for each and every lunch period. Teacher volunteers may be appointed for the stated duties either for a short or long term. If several teachers apply for a position, a rotation will be set up. The building principal may use his discretion in whether to place teachers in these positions.

- K. Teacher volunteers will provide supervision for detention and the 2-hour after school program at the middle school and high school. Each teacher volunteer will work 45 minutes per day, or 2 hours per day, the time to be mutually agreed upon with the building principal or his/her designee. Supervision should include overseeing student conduct; writing referrals for serious discipline situations; rendering academic assistance; other necessary duties required to insure the safe, efficient operation of the detention period. Teacher volunteers may be designated for the above duties either for a short or long term. If several teachers apply for the position, a rotation will be set up. The building principals may use their discretion in whether to place teacher volunteers in these positions.
- L. All secondary teachers will be given an equitable number of proctoring assignments, whenever possible, during the school year with each State-mandated team correcting session being equivalent to one proctoring session.
- M. All elementary teachers involved in correcting State-mandated exams will be provided with substitute teachers, whenever possible, for the time necessary to correct those exams.

# ARTICLE VII TEACHING CONDITIONS

- A. The parties agree that it is their goal to maintain class size to the optimum level of twenty-five (25) students in the elementary schools. In no event shall class size exceed thirty (30) students for any class in the District unless such exception is specifically stated within this provision. Excepted classes are study halls (45), physical education (35) and band/chorus. The Association agrees to discuss specific situations regarding class size where extenuating circumstances may exist warranting consideration.
  - 1. The District shall provide a minimum of 50 hours of classroom teacher aide/teacher assistant time per day at the elementary levels. Such aide/teacher assistant time will be distributed by giving 3 3/4 hours of aide time to each kindergarten with the remainder being distributed equally to first and second grades.
  - 2. ESL class size shall be in accordance with federal and state regulations.
- B. The Board agrees that it shall make available in each school, wherever possible:
  - 1. At least one (1) room, appropriately furnished and ventilated, shall be reserved for use as a faculty lounge.
  - 2. At least one (1) room containing the necessary typing and duplicating equipment in addition to other necessary supplies used in the preparation of instructional materials.
  - 3. Restroom facilities available for the exclusive use of the faculty.
- C. It is recognized that the time of teachers should be utilized for professional teaching activity. Therefore, it is agreed that teacher aides shall be provided, wherever possible to grade and record the results of achievement, reading and school wide testing programs. However, with the teacher rests the responsibility of analyzing the results of the tests for the purpose of guiding instruction appropriately. The filling out of report card headings by teachers shall be eliminated.
  - 1. The District will attempt to provide paraprofessional support staff to aid the teaching staff when possible.
- D. Teachers shall be informed of any pupil's psychological, emotional and/or other problems which might affect the pupil's academic achievement, peer contacts or relations with teachers.
- E. Academic freedom shall be guaranteed to teachers, and no special limitation shall be placed upon study, investigation, presenting and interpreting facts and ideas concerning man, human society, and the physical and biological world, and other branches of learning, except those standards of professional educational responsibility applicable to elementary and secondary education. Teachers are encouraged to use resource persons not employed by the School District. There exists the possibility that resource persons may deal with controversial issues. Building principals must be informed and approve of all resource persons to be used in the instructional program five (5) school days in advance.
- F. The Board shall attempt to provide, where not already provided:
  - 1. A separate desk with lockable drawer space properly sanded at each teaching station.
  - 2. Copies, exclusively for teacher's use, of all texts and teachers' editions and manuals, used in each of the courses the teacher is to teach.
  - 3. Adequate books, paper, pencils, pens, erasers, computers, telephone, copy machines, and other subject material required in daily teaching responsibility.
  - 4. Adequate storage space in each classroom for instructional media.

- G. The Board agrees to prepare, and the Association agrees to distribute to all teachers, a handbook containing a copy of this Agreement. Other pertinent information of aid to the teacher in the performance of his/her duties and in accordance with the provisions of this Agreement will be included in a separate faculty handbook. Faculty handbooks for Middle and High School teachers shall also contain the building's floor plans.
- H. No teacher shall be discharged, disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such action taken by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth; provided, however, that in the case such action against a non-tenured teacher is based upon the results of a regular evaluation the provisions of Article XI shall apply. Dismissal of a tenured teacher will not become effective prior to the final disposition of the teacher's case.

Should a temporary teacher be terminated involuntarily for reasons other than evaluation prior to the end of the school year, or should a probationary teacher be terminated involuntarily for reasons other than evaluation before attaining tenure status, the teacher shall be advised upon request of the reason for the teacher's termination and shall suffer no loss in the teacher's regular pay and benefits for the period set by law. In the event the teacher feels that disclosure has not been made, the teacher may ask for a witness to be present, but in that event such teacher waives all right to confidential communication and to protection of the slander law. If the final determination is in the teacher's favor, the teacher shall receive full restitution of position, pay and benefits. Any such action taken by the Board or any agent or representative thereof shall be subject to the grievance procedure herein set forth.

- I. All teachers shall have at least one planning period per day, such planning periods shall be the same duration as a regular class in the high school and middle school. Elementary periods are to be a minimum of 30 minutes.
- J. All teachers shall attend five (5) activities involving parental participation outside of the teacher workday. Two (2) of these events may be extracurricular activities. Anything over and above this is at the option of the teacher.
- K. Where applicable, major assignments, projects and assessments, along with their due dates, will be posted in an appropriate time frame on the vehicle provided by the school district for electronic communication with students, parents and adults in parental relationship with students. The District provided electronic grade book shall be updated/maintained weekly.

#### L. Extra Curricular Assignment

- 1. Except as provided below, Teachers, wherever possible, shall not be required to participate in extracurricular activities (including coaching activities) outside of their regular school hours. Vacancies for extra curricular bargaining unit work or coaching positions shall be posted for 10 working days prior to being advertised outside of the unit. Said notices shall clearly indicate job duties and responsibilities. Qualified bargaining unit applicants for extra-curricular work or coaching positions shall be offered such work prior to non-bargaining unit members. If there are no qualified bargaining unit applicants for the position(s) the District may hire someone from outside the bargaining unit at an equal or lesser rate of pay.
  - a. Incumbent coaches/advisors shall have preference for annual appointment, if so recommended by the Athletic Director and/or Principal.
- 2. A list of teachers willing to act as chaperones for activities for which compensation is not already provided shall be established and teachers selected as chaperones shall be reimbursed at the rate specified in Appendices "C" and "D." However, if there are no teacher volunteers for a given activity within ten days after posting the vacancy, the District may hire someone from outside the bargaining unit at an equal or lesser rate of chaperone pay. If any new activities are formulated during the term of this contract, assignment to such activity shall be voluntary. Any stipend for such new activities shall be set after consultation with the CTA. New activities shall be those not designated in Appendices "C" and "D".
- M. Elementary teachers shall receive a minimum of two (2) half days annually without students for the purpose of parent conferences. Teachers responsible for writing IEP's shall have two (2) half days annually without students for the purpose of preparing IEP's and for parent conferences. For the 2018-2019 school year, elementary teachers shall receive three (3) half days without students for the purpose of parent conferences. In the Spring of 2019 and Spring of 2020, the parties shall meet to consider the number of half days for the 2019-2020 and 2020-2021 school years.
- N. The District agrees to attempt to notify teachers of anticipated job vacancies, extra classes and/or extracurricular vacancies on the District's website.

# ARTICLE VIII ABSENCE DUE TO SEVERE WEATHER and OTHER EMERGENCY CONDITIONS

- A. Teachers shall receive pay for absence on account of abnormal weather and other emergency conditions.
- B. The days the school is officially closed by the Superintendent of Schools on account of severe weather or other emergency conditions shall be considered a work day; however, teachers will not be required to leave the house in the event of inclement weather or other emergency condition, nor shall they suffer a loss of pay on such days.
- C. Where a state or federal governmental authority outside the District mandates an extended school closing (which would reduce the school year below the minimum number of days open required by the Board of Regents), the parties will decide how to reschedule the calendar without additional cost to the District.

## ARTICLE IX TRANSFERS AND VACANCIES

- A. A teacher may request transfer to another school by submitting a written request to the teacher's principal who shall then forward such request to the Superintendent. If such transfer shall be for the next school year, such application shall be made by April 15. If so desired, such request will be held in confidence.
- B. If a teacher desires to know what vacancies exist or are known to be forthcoming, the teacher shall, upon request, be given such information by the Superintendent.
- C. In the determination of requests for voluntary reassignments and/or transfer, the wishes of the individual teacher will be honored to the extent that they do not conflict with the instructional requirements and best interests of the school system.

Transfers and changes in assignments shall be on a voluntary basis whenever possible. In making involuntary transfers and/or changes in assignments, the preferences of the individual teacher shall be considered. Teachers shall be notified at the earliest possible date of involuntary transfer and/or change in assignment and the reason therefore. Notice of an involuntary transfer and or reassignment shall be given to teachers by the end of the school year except in the event of resignation, death, enrollment changes, program changes, or other legitimate needs of the District.

- D. The parties agree that involuntary transfers or reassignments will be made only when necessary and in the best interests of the school system.
- E. Each year prior to July 1, whenever a teacher desires a change of assignment, the teacher should notify the Superintendent's Office. The teacher will be informed of available positions and given an opportunity to apply.
- F. Postings:

Notice of any vacancy shall be given to the staff within the District and such notice shall clearly set forth a description of the qualifications for the position, including duties, salary and the procedure for interview, and any other factors which may bear on the selection of the candidate.

G. A teacher may withdraw an application for transfer or change in assignment within a reasonable time without prejudice to consideration for future transfer or change in assignment.

## ARTICLE X PROTECTION OF TEACHERS

- A. Teachers shall immediately report all cases of alleged assault suffered by them in connection with their employment to their principal or immediate supervisor, in writing.
- B. The Board agrees to hold teachers harmless from any financial loss, including legal fees as provided for in Article X, Section D hereof, arising out of any claim, demand, suit, criminal prosecution or judgment by reason of any act or omission to act by such teacher within or outside the school buildings, provided such teacher, at the time of the act or omission complained of, was acting in the discharge of the teacher's duties within the scope of the teacher's employment or under the direction of the Board or its representative.
- C. Any complaints by parents of a student that are directed toward a teacher which become a matter of record shall be promptly called to the teacher's attention.
- D. If any teacher is sued or has legal action taken against him/her as a result of any action taken by the teacher while acting in the discharge of the teacher's duties, within the scope of the teacher's employment, the Board will, on the teacher's written request, provide the teacher free legal counsel and render all necessary assistance to the teacher in the teacher's defense. The teacher shall notify the Superintendent of such action within ten (10) days after the action is brought against the teacher. In the event notice of anticipated action against a teacher is submitted to the Board, the teacher will be notified by the Superintendent's Office immediately. Nothing herein shall restrict the right of the teacher to retain the teacher's own counsel in such matter.

# ARTICLE XI TEACHER EVALUATION

- A. The Board and the Association agree that the prime purpose of all evaluation procedures shall be to aid the teacher to improve classroom instruction and to aid the supervisor to be better informed in regard to the teacher's accountability to students and the District.
- B. All monitoring or observing of the work or performance of a teacher shall be conducted openly and with the full knowledge of the teacher.
- C. Only duly authorized administrators shall be used to evaluate teachers.
- D. All members of the CTA shall be evaluated in accordance with the Annual Professional Performance Review Plan. The District and the CTA agree to follow the evaluation procedure adopted by the Board of Education and CTA. The District agrees to provide all new teachers with a copy of the Annual Professional Performance Review Plan at the time of their training in the evaluation process.
- E. Teachers will be given a copy of any class visit or evaluation report prepared by the evaluator at the time of the conference. Any class visit or evaluation report conference must take place within 15 school days of the visit or evaluation. The evaluator will explain the evaluation and the teacher may make a request for a subsequent conference for further discussions before signing the evaluation report.
- F. Every teacher shall have the right to request the teacher's personnel file and shall have the further right to request a complete copy of any documents or writing contained therein with the exception of confidential material received from outside the school district. No teacher may remove any document or writing from the teacher's file and it is the responsibility of the teacher to keep the teacher's file current.
- G. No material derogatory to a teacher's conduct, service, character, or personality will be placed in the teacher's personnel file unless the teacher has had an opportunity to review the material. The teacher will acknowledge that the teacher has had the opportunity to review such material by affixing the teacher's signature to the copy filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher will also have the right to submit a written answer to such material and the teacher's answer shall be reviewed by the Superintendent and attached to the file copy.
- H. Nothing in this Article shall restrict the right of appropriately certificated school district administrators from making informal visits to the classroom for necessary business.
- I. Principals will return teacher plan books within three (3) working days.

#### ARTICLE XII SCHOOL CALENDAR

- A. The Board and the Association shall agree by May 1 of each school year to the adoption of the school calendar for the next school year. Such calendar shall contain no more than 183 teacher work days and an agreed upon number of contingency days for inclement weather or other emergency conditions.
- B. In the event that the number of student attendance days falls below NYSED's requirements a modified calendar will be developed by mutual agreement between the District and the Association.
- C. Superintendent's Conference Days, up to the number permitted by Commissioner's Regulations will be organized and conducted by the Board of Education and the Association and all expenses of which shall be met by the Board.

## ARTICLE XIII INSURANCE

- A. Provision: The District shall make available a group health insurance and prescription program providing benefits to eligible unit members during their employment. There will be no interruptions of the medical or dental plan.
- B. Effective July 1, 2023, the District shall provide the following health insurance programs with a \$25.00 co-pay:
  - 1. Traditional Blue PPO 815 CASHIC Model Plan
  - 2. Traditional Blue POS 218 CASHIC Model Plan
  - 3. CDPHP EPO CASHIC Model Plan
- C. Effective July 1, 2015, the District will pay the portion towards the premium of the base plan which shall be the Capital District Physicians Health Plan. Any member selecting or continuing in a plan with a more expensive premium shall pay 100 % of the additional cost of that plan above the base plan *plus their normal contribution towards the base plan premium*. Any member selecting a plan with a less expensive premium shall have the same percentage of that premium paid by the District as is set forth below. The intent is to have the District's contribution towards—the health insurance premium be no more than its share of the premium of the base plan as set forth below.

Effective July 1, 2014 the Board of Education will pay 88.5% of the total premium cost of health insurance and the employee will pay 11.5% of the total premium of whichever plan(s) the employee selects.

Effective July 1, 2015 the Board of Education will pay 87% of the total premium cost of health insurance and the employee will pay 13% of the total premium of whichever plan(s) the employee selects.

Effective July 1, 2016 the Board of Education will pay 85% of the total premium cost of health insurance and the employee will pay 15% of the total premium of whichever plan(s) the employee selects.

The Board of Education will continue to pay ninety per cent (90%) of the total premium cost of dental and vision insurances and the employee will pay ten per cent (10%) of the total premium of whichever plan(s) the employee selects.

- C. Effective March 1, 2007 the Prescription Benefit Plan will be as follows:
  - 1. \$5.00 / \$25.00 / \$40.00 for all active CTA members;
  - 2. \$0.00 / \$15.00 / \$40.00 for all retired before March 1, 2007;
  - 3. \$5.00 / \$25.00 / \$40.00 for all those retiring on or after March 1, 2007;
  - 4. Cost of mail order maintenance drugs will be two co-pays for a three month supply.

D. The District shall continue to pay for health insurance coverage for all teachers who retire from the Cohoes City School District prior to March 1, 2007 at the rate of 100% individual plan and 50% family plan.

For those who retire prior to June 30, 2002, the annual deductible shall be \$150/\$300; For those retiring between June 30, 2002 and February 28, 2007 the annual deductible shall be \$200/\$400. Those retiring prior to March 1, 2007 may choose from one of the existing health insurance plans; however, once they make this choice they may not return to the indemnity plan.

- E. Retirees on or after March 1, 2007, having completed ten (10) years of service as a CTA member may choose coverage through one of the plans then available to active members.
  - 1. at a rate of 90% for the individual plan; Effective July 1, 2015, at a rate of 88.5% for the individual plan; Effective July 1, 2016, at a rate of 87% for the individual plan; Effective July 1, 2017 at a rate of 85% for the individual plan;
  - 2. at a rate of 80% for the two-person plan;
  - 3. at a rate of 70% for the family plan.

Effective July 1, 2015, retirees choosing to take the PPO or POS plans will pay 100% of the difference in cost between the base plan and the chosen plan plus the applicable premium percentage as is the same for active employees.

- F. Retirees may choose to participate in the vision and/or dental plans. The retiree contribution will be 100%. This choice is to be made before July 15 of 2002 or at the time of retirement. Once a retiree withdraws from dental or vision he/she is no longer eligible.
- G. Teachers hired after July 1, 1991 and employed in less than full-time status, shall receive a prorated portion of health insurance and prescription benefits as defined in paragraphs A & B above. (e.g., in the case of a 3/5 teacher, the District will contribute 90% of 3/5 of the premium of the elected insurance plan).

Any full-time employee who is involuntarily reduced from full-time status shall continue to receive the insurance benefits/District contribution for premiums afforded to full-time employees.

H. Health insurance buyout option. Unit members or retirees that are otherwise health insured may voluntarily opt out of the School District's health insurance program and receive a payment for opting out as follows:

\$2,500 per family \$2,000 per 2-person \$1,200 per individual/or retiree

1. The employee must give written notice of opting out on or before May 31<sup>st</sup> for the period commencing July 1<sup>st</sup> of the following school year and must also produce proof of other health insurance at the time of making application for the buyout.

- 2. Re-entry into the District's health insurance program shall be allowed at any time, subject only to the waiting period, if any, of the health insurance program's rules and regulations. Upon re-entry, the unit member must refund the pro-rated amount of the buy-out paid for the remaining months of the applicable year. New hires may opt out of and receive this benefit on a pro-rated basis where applicable, at the time of hire, provided that proof of other health insurance is furnished to the Business Office at the time of making written application.
- In the event that a unit member leaves the employ of the District after receiving a buy-out payment, but before the end of the applicable time period covered by such payment, said unit member shall be obligated to repay the District on a pro-rated basis the amount of the buy-out payment for the remaining part of the period of the buy-out. The District is also expressly authorized to deduct that amount from the remaining paycheck(s) of said employee in the event that repayment is not otherwise made.
- 4. In the event two employees should marry on or after July 1, 2017, those employees shall not be eligible for both a two-person/family plan and the health insurance buy-out.

#### ARTICLE XIV SICK LEAVE ALLOWANCES, AUTHORIZED ABSENCES, EXTENDED LEAVES OF ABSENCE AND GENERAL PROVISIONS

- A. Sick leave for teachers on tenure will be eleven (11) days annually. Non-tenured teachers will receive eight (8) days sick leave annually. Sick leave may accumulate without limit. Sick leave shall be considered leave due to the illness, medical appointment or injury of the employee or the illness, medical appointment or injury of a member of the employee's immediate family (including Domestic Partners as defined under New York State Public Health Law. In the event the district is concerned about a teacher's fitness for duty after a prolonged absence or is concerned about the use of sick leave, it shall convene a meeting with the Association president to discuss the matter.
  - Days allowed for absence due to injuries suffered on school premises or in the performance of assigned duties, subject to certification by a duly qualified physician as to duration of the disability, shall not be deducted from sick leave allowance. In compensation cases resulting from injuries received in the performance of assigned duties, or disease contracted from contact in the school with an infected individual, the teacher will suffer no loss of pay or sick leave. In such circumstances, the Board shall continue to pay the regular salary and benefits for the period involved and the allowance paid the teacher under Workers' Compensation shall be transferred to the Board. The teacher shall not lose retirement benefits or any other emoluments of value which accrue to teachers not so affected. Upon request of the District, the CTA will consult on this section of the Agreement. Any change will require prior mutual consent of both parties.
  - 2. The burden of proving the injuries sustained or the disease contracted, more fully described in subsection (1) hereof, was occupationally connected, shall rest with the teacher.
  - 3. The Board shall notify each teacher, in the first pay check in October, of the number of sick leave and personal leave days the teacher has accumulated.
- B. Authorized absence may be granted to temporary, probationary and permanent teachers under the following conditions:
  - 1. A teacher may attend to official business of the School District when and as approved by the Board or its representatives with full pay.
  - 2. A teacher may attend professional meetings, conferences, workshops for professional improvement, where approved in advance by the Board or its representatives, with full pay.
  - 3. Jury duty, court order, or other government authority beyond the control of the individual and necessitating absence from duty, shall be with full pay, minus any other reimbursement, upon the condition that during such absence the teacher shall be required to perform the services for which the teacher has been called. Paid leave of absence under this section shall not be deducted from accumulated sick leave allowance or personal leave allowance.
  - 4. Three (3) days leave of absence with full pay shall be granted annually to teachers who wish to observe traditional and customary religious holidays.

#### 5. Bereavement Leave

- a. Each teacher shall be allowed five (5) days, at full pay, with no deduction from accumulated sick leave allowance, for each death in the teacher's immediate family, including spouse, significant other/domestic partner, parent, parent-in-law, partner's parent, child, sibling, or the primary person responsible for the teacher's upbringing.
- b. Each teacher shall be allowed up to three (3) days, at full pay, with no deduction from accumulated sick leave allowance, for each death of a grandparent or grandchild. The number of days shall be determined by the distance to the funeral location, religious beliefs, and whether the relative lived in the teacher's household or had been the primary person responsible for the teacher's upbringing.
- c. Each teacher shall be allowed up to three (3) days of his/her sick day allowance, at full pay, with deduction from accumulated sick leave allowance, for each death of an aunt, uncle, niece, nephew, brother- or sister-in-law, and grandparent-in-law.
- 6. All full-time teachers shall receive four (4) days of paid personal leave yearly. Personal days which are not utilized by June 30th of each year shall be converted to sick leave on July 1st of each year at the rate of 1.5 days of sick leave for each day of unused personal leave. 2018-2019 shall be a phase in year. If personal days are not used by June 30, 2019 the District will convert them to sick days.
  - a. This personal leave is to be used for matters which cannot be scheduled outside of regular hours.
  - b. Notification for personal leave should, except in cases of emergency or other unavoidable circumstances, be made to the building supervisor at least two (2) days prior to such leave.
  - c. Except in cases where the taking of personal leave has the effect of extending a holiday or recess period, the applicant shall not be requested to specify the reasons for taking personal leave but state only that the teacher is taking it under the provisions contained herein.
  - d. Personal leave of one (1) or more consecutive days may not be used immediately before or after any vacation and/or holiday without the consent of the Superintendent. The District will provide the Association with an annual accounting of the District's approval and denial of personal leave requests under this section.
- 7. Each teacher shall be allowed a maximum of fifteen (15) days of leave with full pay during each school year because of serious illness in the teacher's immediate family in the same household; provided, however, such teacher has used fifteen (15) of the teacher's accumulated sick leave days immediately prior to being granted days under this provision. The fifteen (15) days granted hereunder shall not be cumulative and shall not be charged against sick leave allowance or deducted from accumulated sick leave.
  - A teacher shall be granted an extended sick leave without pay up to one (1) year for the purpose of caring for a seriously ill member of the teacher's family or a seriously ill nearest relative. The Board may also grant additional leave without pay for this purpose.

8. A teacher called into temporary active duty in any unit of the United States Reserves or the New York State National Guard shall be allowed such leave with full pay up to two (2) weeks in order to discharge such obligations. Such leave shall not be charged against sick leave allowance.

#### C. Extended Leaves of Absence:

- 1. The Board may grant a leave of absence for a period of one (1) year without pay to a teacher who has completed three (3) successive years of full-time service in the Cohoes City School District for the purpose of temporary employment in public service or in activities of social significance which may result in professional growth.
- 2. A leave of absence without pay for a period of two (2) years shall be granted to any teacher joining the Peace Corp, VISTA, Teacher Corp., or who serves as an exchange teacher or an overseas teacher on a full-time basis.
- 3. The Board shall grant a leave of absence, without pay, to any tenured teacher to campaign for, and serve in, any public office for the term of said office. This leave may be extended for a second term at the option of the employee, but in no event shall the total leave extend for more than four years or two terms. Such leave shall begin and end only at the start of a semester.
- 4. Child Care Leave without pay shall be granted for a period not to exceed one year. This leave may be extended for one (1) year upon written request. Application for child care leave should be made in writing to the Superintendent.
- D. Teachers on extended leaves for military service, or detached service leave, shall receive years-of-service credit towards salary increments for the period of leave.
- E. Sick leave accumulated prior to a leave of absence shall be credited upon return.
- F. A teacher returning from a leave of absence shall be given the teacher's same position when the teacher returns. If this is not possible, the teacher shall be given a comparable position to the one held prior to going on leave. In the event the teacher exercises the right to return at the end of such leave, the teacher shall not lose any retirement standing or tenure status.
- G. In the event no position exists when a teacher wishes to return from an extended leave, the Board shall offer the teacher the first comparable position that becomes available for which the teacher is qualified. The teacher returning from leave shall continue to have first choice on positions for two (2) years after termination of the teacher's leave.
- H. Probationary teachers returning from leaves of absence shall retain full credit for years of teaching service prior to the leave.
- I. Tenured teachers returning from leaves of absence shall retain prior tenure status upon returning from leave.
- J. Paid sabbatical leave program shall be available to all teachers on the following basis:
  - 1. All leaves must be submitted at least 3 months prior to the scheduled leave. Extenuating circumstances may reduce this time to a lesser limit.
  - 2. All leaves must be approved by the 3 person committee, (Superintendent, CTA President, Board of Education member).
  - 3. All leaves must be approved by the Board of Education.

- 4. Leaves shall be as follows:
  - a. Full year at half pay
  - b. ½ year at full pay.
  - c. Special conditions may apply with approval.
- 5. All persons granted a sabbatical leave must agree to continue working in the District for 2 times the length of the leave or pay back the monies received for that leave.

#### K. Retirement Incentive

- 1. Between July 1, 2017 and June 30, 2021, a member of the Cohoes Teachers Association who meets the criteria specified below will be eligible for the retirement incentive described below. The criteria is as follows:
  - a. the employee is eligible to retire from NYSTRS or the ERS without penalty; and
  - b. the employee will submit an irrevocable letter to retire on June 30, by February 1 of the year the retirement will be effective; and
  - c. by the effective date of retirement, the employee will have at least 10 years of service to the district.
  - d. However, should a member of the unit be age eligible to retire from NYSTRS and /or ERS but lack the required years of service to retire without a penalty, he/she may still retire from the district and have access to the retirement incentive.
- 2. The retirement incentive shall consist of payment for up to 125 unused sick days at one-half of the employee's per diem rate for members of the New York State Retirement System and the Employees Retirement System.
- 3. An employee who is eligible to retire without penalty during the 2020-2021 school year and elects not to do so shall be ineligible for the retirement incentive in the future.
- 4. Effective July 1, 2021, and each year thereafter, a member of the Cohoes Teachers Association will be eligible for the retirement incentive described below. The criteria is as follows:
  - a. the employee must be in the first year that they are eligible to retire from the NYSTRS or the ERS without penalty; and
  - b. the employee will submit an irrevocable letter to retire on June 30, by February 1 of the year the retirement incentive will be effective; and
  - c. by the effective date of the retirement the employee will have at least 10 years of service to the District.
  - d. However, should a member of the unit be age eligible to retire from NYSTRS and /or ERS but lack the required years of service to retire without a penalty, he/she may still retire from the district and have access to the retirement incentive.
- 5. The retirement incentive shall consist of payment for up to 125 unused sick days at one-half of the employee's per diem rate for members of the New York State Retirement System and the Employees Retirement System.
- 6. All payments made pursuant to paragraphs 1,2,3,4 and 5 of this provision shall be deposited into a 403(b) selected by the employee.

#### ARTICLE XV SICK LEAVE BANK

PURPOSE: In order to provide paid sick leave days for employees who have exhausted their accumulated sick leave due to extended illness, catastrophic illness, or incapacitating disability, the above named parties hereby establish a sick leave bank pursuant to the following provisions:

- A. Funding: On December 1, 1994 and on February 1, 1996, each Cohoes Teachers' Association (CTA) member (hereafter called teacher or member) shall contribute one sick leave day to a sick leave bank. The CTA member's sick leave accumulation shall be reduced accordingly. Thereafter, each teacher shall contribute one day until such time as the sick leave bank has a minimum of 180 days but no more than 360 days, effective February 1, 1996. CTA members with no sick leave days to contribute on December 1, 1994 or February 1, 1996 will contribute one sick leave day to the sick leave bank on the next succeeding September 1.
- B. Replenishment of Sick Leave Bank Days
  - 1. If on February 1 of any year, the sick leave bank has fewer than 180 days in it, each CTA member shall contribute one sick leave day. CTA members with no sick leave days to contribute on February 1 will contribute one sick leave day to the sick bank on the next succeeding September 1.
  - 2. Teachers may voluntarily contribute one day to the sick leave bank in September; however, in no event shall a teacher contribute, either voluntarily or by assessment, more than one sick leave day to the bank in any one school year (with the exception of the provisions of Section F "return to work" below). On February 1, 2003, current teacher employees who have not contributed to the Sick Bank shall contribute one day.
  - 3. On each subsequent February 1, all CTA members who have not contributed to the sick bank shall contribute one day to the sick bank.
- C. Record Keeping and Reporting: The District shall maintain records on the number of days in the sick leave bank and the use of the sick leave bank. The District will provide a report on the status of sick leave bank annually to the CTA and to each teacher. The teacher's report shall be included with each teacher's annual salary update.
- D. Eligibility: Only members of the CTA bargaining unit are eligible to participate in the sick leave bank. All of a teacher's accumulated sick leave days must be exhausted before the teacher can receive any days from the sick leave bank. However, a teacher who applies for or is qualified or receives disability retirement under the NYS Teachers' Retirement System shall not be eligible to receive days from the sick leave bank.

E. Committees: Applications for sick leave bank days should normally be filed prior to the teacher using all accumulated sick leave days. All applications will be reviewed by a Sick Leave Bank Committee comprised of two designees of the Superintendent of Schools and two designees of the CTA President. The Committee may grant the applicant up to 60 days sick leave from the Sick Leave Bank. The applicant may re-apply for additional sick leave days. Applicants are eligible for a maximum number of days that are equal to the number of accumulated days posted for their sick leave account as of the opening of school in the previous year.

The Committee may request that the applicant provide a physician's report and/or obtain a second physician's opinion.

The Sick Leave Bank Committee will reach decisions through consensus. The Committee shall establish any additional procedures needed to run the Sick Leave Bank and maintain records for it. Normally, it will act upon applications within 15 days of receipt of the application.

Appeal Committee: Rejected applicants may appeal the decision of the Sick Leave Bank Committee to a Sick Leave Bank Appeals Committee. Such Committee shall consist of the Superintendent of Schools, President of the CTA, and one member of the Board of Education. The Appeals Committee shall make decisions by majority vote. Its decisions are final, binding and non-grievable.

- F. Return to Work: A recipient of Sick Leave Bank days who returns to work prior to using all of the days granted from the Bank shall be permitted to retain up to ten (10) Sick Leave Bank days for the remainder of the year in which they were granted for use for the same condition giving rise to the Sick Leave Bank donation. Any unused sick days in excess of ten (10) shall be returned to the Sick Leave Bank upon the recipient's return to work. In addition, the recipient shall pay back days to the Sick Leave Bank at the rate of two days per year on the first day of school until the number of days used by the recipient has been repaid to the Bank.
- G. Payment for Sick Days: Payment for one sick leave day used from the Sick Leave Bank shall be in accordance with the collective bargaining agreement, State Education Law and the Swain Decision, excluding extracurricular activities pay, coaches' pay, or other stipend(s).

#### ARTICLE XVI REDUCTION IN FORCE

- A. Seniority as used for layoffs, or recall should be defined as preference based:
  - 1. length of continuous service in the District, and
  - 2. qualifications including certification and ability to do the work required.
- B. In determining seniority, the original date of employment with this District as a certified employee, less any unpaid leave time, shall govern.
- C. Teachers shall be laid off in accordance with the seniority definition.

# ARTICLE XVII SALARY DIFFERENTIAL and STIPENDS FOR EXTRA DUTY

- A. All department coordinators, with the exception of those listed in (A)(1), and the Director of Physical Education shall be paid pursuant to the teachers' salary schedule plus a stipend of \$2,500 effective July 1, 2006; \$2,600 per year, effective July 1, 2007; \$2,700 effective July 1, 2008.
  - 1. Teacher Leaders. in lieu of department coordinators, at the high school level in the areas of math, science, social studies, English Language arts, Special Education and Physical Education will teach five (5) periods per day and receive a \$4,800.00 stipend. Teacher Leaders at the high school will work with teachers in grades 9 through 12 with the exception of the Physical Education Teacher Leader who will work with teachers in grades K through 12.
  - 2. Teacher Leaders, in lieu of department coordinators, at the middle school level in the areas of math, science, social studies, English language arts and Special Education will teach five (5) periods per day, work with teachers in grades 6-8 and receive a \$3,600.00 stipend. When practicable, teacher leaders at the middle school will work with teachers in grades 5 for an additional stipend of \$1,200.00.
  - 3. All Teacher Leaders who work in that capacity during the summer shall be paid per hour at the current curriculum development rate.
- B. A School Counselor who works in that capacity during the summer shall be paid his/her per diem rate. School Counselors shall work ten (10) days during the summer recess with such days to be mutually established by the building principal and the School Counselors by no later than June 10. These days are paid at their per diem rate; reasonable notice will be given for other times as may be scheduled by the Building Principal and approved by the Superintendent or the Superintendent's designee.
- C. Teacher volunteers for lunchroom duty will be paid \$10.00 per lunch period. Teacher volunteers for lunchroom duty will be paid \$11.00 per lunch period effective July 1, 2007 and \$12.00 per lunch period effective July 1, 2008.
  - Teacher volunteers for lunchroom duty at the elementary level will be paid \$16.50 per thirty (30) minute lunch period for up to two (2) thirty (30) minute lunch periods per day, in total, at each elementary building.
- D. Teacher volunteers who provide supervision for detention will be paid \$20.00 per 45 minute detention; \$21.00 per 45 minute detention period effective July 1, 2007; \$22.00 per 45 minute detention period effective July 1, 2008.
- E. Teacher volunteers who provide supervision for the 2-hour after school program will be paid \$60 per 2 hour period on days students attend the program; \$66.00 per 2-hour period effective July 1, 2007; \$70.00 per 2-hour period effective July 1, 2008.

F. Teacher volunteers who provide instruction through in-service training opportunities, as requested by the Superintendent of Schools, will be compensated at the rate of \$50 per hour for their classroom time.

#### G. Summer School

- 1. Elementary and secondary school teachers will be paid \$50.00 per hour and teaching assistants will be paid \$45.00 per hour.
- 2. All Summer School teaching positions will be filled by CTA members first.
- 3. All secondary summer school teachers, in addition to teaching the summer school session, will proctor in the following manner:
  - a. Teachers of Regents exams will be required to proctor only their exams. All remaining teachers will be required to proctor up to two exams during the Regents exam schedule.
- 4. Substitute teachers must be procured by the summer school teacher from an approved list of summer substitute teachers as approved by the Board of Education. The summer school teacher must communicate to the Head Teacher/Summer School Principal the substitute teacher's name, day(s) worked and subjects taught. The Head Teacher/Summer School Principal will, in turn, communicate such information to the District's Business Office so that the substitute teacher can be remunerated for their services. Teachers will not be paid for periods of absence during summer school.
- H. Payments of extra curricular activities and sports shall be at the rates listed in Appendix "C" and Appendix "D" attached hereto and made a part hereof.
- I. Curriculum development work shall be compensated at \$30.00 per hour effective July 1, 2006; \$33.00 per hour effective July 1, 2007; \$35.00 per hour effective July 1, 2008. Such curriculum development work shall be subject to prior approval by the Superintendent or designee.

#### ARTICLE XVIII GRIEVANCE PROCEDURE

#### A. Definitions:

- 1. A grievance is a claim by any teacher or group of teachers or the union in the negotiating unit based upon an alleged breach of this Agreement.
- 2. The term Supervisor shall mean any department chairperson, principal, assistant principal, immediate supervisor, or other administrative or supervisory officer responsible for the area in which an alleged grievance arises except for the Chief School Officer.
- 3. The Chief School Officer is the Superintendent of Schools.
- 4. Association shall mean the Cohoes Teachers' Association.
- 5. Aggrieved Party shall mean any person or group of persons or the union in the negotiating unit filing a grievance.
- 6. Party in Interest shall mean the Grievance Committee of the Association and any party named in a grievance who is not the aggrieved party.
- 7. Grievance Committee is the committee created and constituted by the Cohoes Teachers' Association.
- 8. Hearing Officer shall mean any individual or board charged with the duty of rendering decisions at any stage on grievances hereunder.

#### B. Procedures:

- 1. All grievances shall include the name and position of the aggrieved party, the identity of the provision of this Agreement involved in said grievance, the time when and the place where the alleged events or conditions constituting the grievance existed, the identity of the party responsible for causing the said events or conditions, if known to the aggrieved party, and a general statement of the nature of the grievance and the redress sought by the aggrieved party.
- 2. Except for informal decisions at Stage 1, all decisions shall be rendered in writing at each step of the grievance procedure, setting forth findings of fact, conclusions and supporting reasons therefore. Each decision shall be promptly transmitted to the teacher and the Association.
- 3. If a grievance affects a group of teachers and appears to be associated with system-wide policies, it may be submitted by the Association directly at Stage 2 described below.
- 4. The preparation and processing of grievances, insofar as practicable, shall be conducted during the hours of employment. All reasonable effort will be made to avoid interruption of classroom activity and to avoid involvement of students in any phase of the grievance procedure.
- 5. The Board and the Association agree to facilitate any investigation which may be required and to make available to each other any and all material and relevant documents, communications and records concerning the alleged grievance.
- 6. An aggrieved party and any party in interest shall have the right at all stages of a grievance to confront and cross examine all witnesses called against the aggrieved party, to testify and to call witnesses on the aggrieved party's own behalf, and to be furnished with a copy of any minutes of the proceedings made at each and every stage of this grievance procedure.

- 7. No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by the Board or by any member of the administration against the aggrieved party, any party in interest, any representative, any member of the grievance committee or any other participant in the grievance procedure or any other person by reason of such grievance or participation therein.
- 8. Forms for filing grievances, serving notices, taking appeals, and making reports and recommendations, and other necessary documents will be jointly developed by the Board and the Association. The Chief School Officer shall then have them printed and distributed so as to facilitate the operation of the grievance procedure.
- 9. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- 10. Nothing contained herein will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance informally adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement and the Association has been given an opportunity to be present at such adjustment and to state its views on the grievance where the teacher does not object. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall, in all respects be final, said adjustment shall not create a precedent or ruling binding upon either of the parties to this Agreement in future proceedings.
- If any provision of this grievance procedure or any application thereof to any teacher or group of teachers in the negotiating unit shall be finally determined by any court to be 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 will continue in full force and effect.
- 12. The existence of the procedure hereby established shall not be deemed to require any teacher to pursue the remedies here provided and shall not, in any manner, impair or limit the right of any teacher to pursue any other remedies available in any other form.

#### C. Time Limits:

- 1. Since it is important to good relationships that grievances be processed as rapidly as possible, every effort will be made by all parties to expedite the process. The time limits specified for either party may be extended only by mutual agreement.
- 2. No written grievance will be entertained as described below, and such grievance will be deemed waived unless written grievance is forwarded at the first available stage within sixty (60) school days after the teacher knew or should have known of the act or condition on which the grievance is based.
- 3. If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this Agreement shall be barred.
- 4. Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party, the aggrieved party's representatives and the Association within the specified time limit shall permit the lodging of an appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.

#### D. Stages:

- 1. Stage 1 Supervisor:
  - a. A teacher having a grievance will discuss it with the teacher's supervisor, either directly or through a representative, with the objective of resolving the matter informally. The Supervisor will confer with all parties in interest but, in arriving at the Supervisor's decision, will not consider any material or statements offered by or on behalf of any such party in interest with whom consultation has been had without the aggrieved party or the aggrieved party's representative present. If the teacher submits the grievance through a representative, the teacher may be present during the discussion of the grievance.
  - b. If the grievance is not resolved informally, it shall be reduced to writing and presented to the supervisor. Within seven (7) school days after the written grievance is presented to the supervisor, the supervisor shall, without any further consultation with the aggrieved party or any party in interest, render a decision thereon, in writing, and present it to the teacher, the teacher's representative and the Association.

### 2. Stage 2 - Chief School Officer

- a. If the alleged aggrieved party initiating the grievance is not satisfied with the written decision at the conclusion of Stage 1 and wishes to proceed further under this grievance procedure, the teacher shall, within five (5) school days, present the grievance to the Association's Grievance Committee for its consideration.
- b. If the Grievance Committee determines that the alleged aggrieved party has a meritorious grievance, then it will file a written appeal of the decision at Stage 1 with the Chief School Officer within twenty (20) school days after the teacher has received such written decision. Copies of the written decision at Stage 1 shall be submitted with the appeal.
- c. Within ten (10) school days after receipt of the appeal, the Chief School Officer, or the duly authorized representative, shall hold a hearing with the teacher and the Grievance Committee or its representative and other parties in interest.
- d. The Chief School Officer will render a decision in writing to the teacher, the Grievance Committee and its representative within seven (7) school days after the conclusion of the hearing.

### 3. Stage 3 - Board of Education:

- a. If a teacher and the Association are not satisfied with the decision at Stage 2, the Grievance Committee will file an appeal in writing with the Board of Education within fifteen (15) school days after receiving the decision at Stage 2.
- b. The Official Grievance Record maintained by the Chief School Officer shall be available for the use of the Board of Education.
- c. Within ten (10) school days, which shall be 10 business days in July and August, after receipt of an appeal, the Board of Education shall hold a hearing on the grievance. The hearing shall be conducted in executive session. This may be extended by mutual agreement between the Association and the District for up to ten school days, which shall be twenty business days in July and August.
- d. Within ten (10) school days, which shall be ten (10) business days in July and August, after the conclusion of the hearing, the Board of Education shall render a decision, in writing, on the grievance.

#### 4. Stage 4 - Arbitration:

- a. After such hearing, if the alleged aggrieved party and/or the Association are not satisfied with the decision at Stage 3, and the Association determines that the grievance is meritorious and that appealing it is in the best interests of the school system, it may submit the grievance to arbitration by written notice to the Board of Education and the American Arbitration Association within fifteen (15) school days of the decision at Stage 3.
- b. The parties will then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.
- c. The selected arbitrator will hear the matter promptly and will issue the decision not later than fourteen (14) calendar days from the date of the close of the hearing, or, if oral closing arguments, have been waived, then from the date the final statements and proofs are submitted to the arbitrator. The arbitrator's decision will be in writing and will set forth the arbitrator's findings of fact, reasoning and conclusions on the issues.
- d. The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which is violation of the terms of this Agreement.
- e. The decision of the arbitrator shall be final and binding upon the parties.
- f. The cost for the services of the arbitrator, including fees and expenses shall be borne equally by the parties.

### ARTICLE XIX MISCELLANEOUS PROVISIONS

- A. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary or inconsistent herewith. Nor shall the terms contained in any individual contracts heretofore in effect, which may be contrary or inconsistent, prevail.
- B. This Agreement may not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties, and no departure from any provisions of the Agreement by either party or by their officers, agents or representatives, or by members of the negotiating unit, shall be construed to constitute a continuing waiver of the right to enforce such provision.
- C. The terms of this Agreement shall not apply where inconsistent with constitutional, statutory or other legal provisions. If any provisions of this Agreement are found to be contrary to law by the Supreme Court of the United States, or by any court of competent jurisdiction from whose judgment or decree no appeal has been taken within the time provided for doing so, such provision shall be modified forthwith by the parties hereto to the extent necessary to conform thereto. In such case, all other provisions of this Agreement shall remain in full effect.
- D. As soon as administratively feasible, the District shall establish a flexible spending plan pursuant to the IRC 125 regulations, provided that there is a minimum of 60 participants from the bargaining unit. Such plan shall be administered by Preferred Group Plans, Inc. The plan's operating procedures shall be jointly determined by the parties. This plan may be utilized for allowed insurance premiums, allowable dependent care expenses, medical expense deductibles, and medical expense co-insurance amounts.

Three years after the initiation of the plan either party may reopen negotiations regarding the choice of Preferred Group Plans, Inc. as the plan administrator.

## APPENDIX "A" TEACHER SALARY SCHEDULE Appendix "A" Teacher Salary Schedule

Flat \$ 1.00% 2.00% 1.00% STEP 2022-2023 2024-2025 2023-2024 2025-2026 2026-2027 \$ \$ \$ 1 45,019 47,000 47,940 48,419 Ś 48.904 \$ 2 \$ \$ \$ \$ 46,188 48,200 49,164 49,656 50,152 Ś \$ \$ 3 47,359 \$ \$ 49,400 50,388 51,401 50,892 \$ \$ \$ 4 \$ \$ 48,527 50,600 51,612 52,128 52,649 \$ 5 Ś \$ 49,697 51,800 52.836 53,364 53,898 \$ \$ \$ \$ 6 \$ 51,451 53,000 54,060 54,601 55,147 Ś 7 \$ \$ 53,205 \$ \$ 55,896 56,455 54,800 57,020 \$ \$ \$ 8 54,958 \$ 56,600 57,732 58,309 58,892 \$ \$ \$ 9 \$ \$ 56,713 58,400 59,568 60,164 60,765 Ś Ś 10 \$ \$ \$ 58,468 59,600 60,792 61,400 62,014 \$ 11 \$ \$ \$ 61,975 62,100 63,342 63,975 64,615 \$ \$ \$ 12 63,729 \$ \$ 63,900 65,178 65,830 66,488 \$ \$ \$ 13 \$ 65,483 65,700 67,014 67,684 68,361 \$ \$ \$ 14 Ś Ś 67,236 67,500 68.850 69,539 70,234 \$ 15 \$ \$ \$ \$ 68,990 69,300 70,686 71,393 72,107 \$ \$ \$ 16 72,499 \$ \$ 73,000 74,460 75,205 75,957 \$ \$ Ś \$ 17 75,422 76,500 78,030 Ś 78,810 79,598 Ś \$ \$ \$ 18 79,514 80,500 82,110 82,931 83,760 \$ \$ \$ 19 82,438 83,500 \$ Ś 85,170 86,022 86,882 \$ \$ \$ 20 85,361 86,700 88,434 89,318 90.212 \$ \$ 21 88,103 91,000 92,820 93,748 94,686

Teachers on the top step of the salary schedule will receive a longevity increment of \$1,200 in their first year of longevity, an additional \$1,400 in their second year of longevity, an additional \$1,500 in their third year of longevity, an additional \$1,500 in their fourth year of longevity, and an additional \$1,500 in their fifth year of longevity.

### APPENDIX "B" NURSES' SALARY SCHEDULE/TA SALARY

A. Nurse and Teacher Certified Teacher Assistant Salary Schedule (for Teacher Assistants hired before January 1, 2007)

		5%	2%	1%	1%	
STEP	2022-2023	022-2023   2023-2024		2025-2026	2026-2027	
1	\$ 38,487	\$ 40,411	\$ 41,220	\$ 41,632	\$ 42,048	
2	\$ 39,246	\$ 41,208	\$ 42,032	\$ 42,453	\$ 42,877	
3	\$ 40,589	\$ 42,618	\$ 43,471	\$ 43,906	\$ 44,345	
4	\$ 41,939	\$ 44,036	\$ 44,917	\$ 45,366	\$ 45,819	
5	\$ 43,289	\$ 45,453	\$ 46,363	\$ 46,826	\$ 47,294	
6	\$ 44,640	\$ 46,872	\$ 47,809	\$ 48,288	\$ 48,770	
7	\$ 45,991	\$ 48,291	\$ 49,256	\$ 49,749	\$ 50,246	
8	\$ 47,340	\$ 49,707	\$ 50,701	\$ 51,208	\$ 51,720	
9	\$ 48,691	\$ 51,126	\$ 52,148	\$ 52,670	\$ 53,196	
10	\$ 50,039	\$ 52,541	\$ 53,592	\$ 54,128	\$ 54,669	
11	\$ 51,597	\$ 54,177	\$ 55,260	\$ 55,813	\$ 56,371	
12	\$ 53,145	\$ 55,802	\$ 56,918	\$ 57,487	\$ 58,062	
13	\$ 54,739	\$ 57,476	\$ 58,625	\$ 59,212	\$ 59,804	
14	\$ 56,381	\$ 59,200	\$ 60,384	\$ 60,988	\$ 61,598	
15	\$ 58,073	\$ 60,977	\$ 62,196	\$ 62,818	\$ 63,446	
16		\$ 62,196	\$ 63,440	\$ 64,074	\$ 64,715	
17	New Steps	\$ 63,440	\$ 64,709	\$ 65,356	\$ 66,010	
18	Added at 2%	\$ 64,709	\$ 66,003	\$ 66,663	\$ 67,330	
19	increase per	\$ 66,003	\$ 67,323	\$ 67,996	\$ 68,676	
20	step	\$ 67,323	\$ 68,669	\$ 69,356	\$ 70,050	
21		\$ 68,670	\$ 70,043	\$ 70,743	\$ 71,451	

Nurses and Teacher Assistants on the top step of the salary schedule will receive a longevity increment of \$600 in their first year of longevity, an additional \$700 in their second year of longevity, an additional \$750 in their third year of longevity, an additional \$750 in their fourth year of longevity, and an additional \$750 in their fifth year of longevity.

### B. Teacher Assistant Salary hired after July 1, 2017

### **Starting Salary**

With Teacher Certication	With BA/BS Only	With AA/AS Only
\$33,573	\$27,283	\$20,992

C. For the term of this agreement, incumbant teaching assistants shall receive a 5% increase in the 2023-2024 school year, a 2% increase in the 2024-2025 school year and a 1% increase in the 2025-2026 and 2026-2027 school years. New hires will receive the starting salary and depending on hire date will receive a 2% increase in the 2024-2025 school year and a 1% increase in the 2025-2026 and 2026-2027 school years.

### APPENDIX "C" PAYMENT FOR SPORTS

Step 4

\$3,375

\$2,250

Step 5

\$3,510

\$2,340

Step 6

\$3,650

\$2,433

Step 7

\$3,796

\$2,531

Step 8

\$3,948

\$2,632

Step 3

	-		- Lab	orch .	OLC P	occb o	Jecp I	orch o
Head Coach - Varsity	\$4,800	\$4,992	\$5,192	\$5,399	\$5,615	\$5,840	\$6,074	\$6,316
Assistant Coach - Varsity	\$3,800	\$3,952	\$4,110	\$4,274	\$4,445	\$4,623	\$4,808	\$5,001
Head Coach - JV	\$3,800	\$3,952	\$4,110	\$4,274	\$4,445	\$4,623	\$4,808	\$5,001
Assistant Coach - JV	\$2,800	\$2,912	\$3,028	\$3,150	\$3,276	\$3,407	\$3,543	\$3,685
Head Coach - Modified	\$2,800	\$2,912	\$3,028	\$3,150	\$3,276	\$3,407	\$3,543	\$3,685
Assistant Coach - Modified	\$2,000	\$2,080	\$2,163	\$2,250	\$2,340	\$2,433	\$2,531	\$2,632
		ř					•	
WINTER SPORTS	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Head Coach - Varsity	\$5,000	\$5,200	\$5,408	\$5,624	\$5,849	\$6,083	\$6,327	\$6,580
Assistant Coach - Varsity	\$4,000	\$4,160	\$4,326	\$4,499	\$4,679	\$4,867	\$5,061	\$5,264
Head Coach - JV	\$4,000	\$4,160	\$4,326	\$4,499	\$4,679	\$4,867	\$5,061	\$5,264
Assistant Coach - JV	\$3,000	\$3,120	\$3,245	\$3,375	\$3,510	\$3,650	\$3,796	\$3,948

SPRING SPORTS	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Head Coach - Varsity	\$4,800	\$4,992	\$5,192	\$5,399	\$5,615	\$5,840	\$6,074	\$6,316
Assistant Coach - Varsity	\$3,800	\$3,952	\$4,110	\$4,274	\$4,445	\$4,623	\$4,808	\$5,001
Head Coach - JV	\$3,800	\$3,952	\$4,110	\$4,274	\$4,445	\$4,623	\$4,808	\$5,001
Assistant Coach - JV	\$2,800	\$2,912	\$3,028	\$3,150	\$3,276	\$3,407	\$3,543	\$3,685
Head Coach - Modified	\$2,800	\$2,912	\$3,028	\$3,150	\$3,276	\$3,407	\$3,543	\$3,685
Assistant Coach - Modified	\$2,000	\$2,080	\$2,163	\$2,250	\$2,340	\$2,433	\$2,531	\$2,632

\$3,245

\$2,163

Sectionals Stipend

Head Coach - Modified

Assistant Coach - Modified

\$500

\$3,000

\$2,000

Step 1

Step 2

\$3,120

\$2,080

States Stipend

**FALL SPORTS** 

\$250

A varsity head coach would receive the sectionals stipend listed above if their team qualifies for sectionals (posteseason play) and will receive the additional state stipend if their team qualifies for states.

### APPENDIX "D" PAYMENT FOR CO-CURRICULAR ACTIVITIES

CLUBS	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Base Salary	\$1,300	\$1,365	\$1,433	\$1,505	\$1,580	\$1,659	\$1,742	\$1,829
HIGH SCHOOL	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Dean - 9th Grade (2)	\$1,972	\$2,169	\$2,386	\$2,624	-	*	-	:
Dean - 10th Grade (2)	\$2,167	\$2,384	\$2,622	\$2,885	-	*		
Dean - 11th Grade (2)	\$2,448	\$2,693	\$2,962	\$3,258		-		
Dean - 12th Grade (2)	\$3,054	\$3,359	\$3,695	\$4,065	-	14		0#1
Class Night	\$430	\$452	\$474	\$498	\$523	\$549	\$576	\$605
Dance Team	\$1,640	\$1,722	\$1,808	\$1,899	\$1,994	\$2,093	\$2,198	\$2,308
Internal Accounts Auditor	\$3,150	\$3,308	\$3,473	\$3,647	\$3,829	\$4,020	\$4,221	\$4,432
Marching Band, Director	\$3,696	\$3,881	\$4,075	\$4,279	\$4,493	\$4,717	\$4,953	\$5,201
Marching Band, Assistant Director	\$2,464	\$2,587	\$2,717	\$2,852	\$2,995	\$3,145	\$3,302	\$3,467
Marching Band, Pom Pom Director	\$1,232	\$1,294	\$1,358	\$1,426	\$1,498	\$1,572	\$1,651	\$1,734
Marching Band, Color Guard Director	\$1,232	\$1,294	\$1,358	\$1,426	\$1,498	\$1,572	\$1,651	\$1,734
Marching Band, Drum Instructor	\$1,232	\$1,294	\$1,358	\$1,426	\$1,498	\$1,572	\$1,651	\$1,734
Newspaper	\$1,758	\$1,846	\$1,938	\$2,035	\$2,137	\$2,243	\$2,356	\$2,473
Play - Director	\$2,734	\$2,870	\$3,014	\$3,164	\$3,323	\$3,489	\$3,663	\$3,846
Play - Assistant Director	\$2,343	\$2,460	\$2,583	\$2,712	\$2,848	\$2,990	\$3,140	\$3,297
Play - Artistic Director	\$1,562	\$1,640	\$1,722	\$1,808	\$1,899	\$1,994	\$2,093	\$2,198
Play - Technical Director	\$1,562	\$1,640	\$1,722	\$1,808	\$1,899	\$1,994	\$2,093	\$2,198
Select Choir	\$1,953	\$2,050	\$2,153	\$2,260	\$2,373	\$2,492	\$2,617	\$2,747
Student Council	\$2,343	\$2,460	\$2,583	\$2,712	\$2,848	\$2,990	\$3,140	\$3,297
Yearbook (2)	\$3,143	\$3,300	\$3,465	\$3,638	\$3,820	\$4,011	\$4,212	\$4,423
MIDDLE SCHOOL	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Student Council	\$1,953	\$2,050	\$2,153	\$2,260	\$2,373	\$2,492	\$2,617	\$2,747
Internal Accounts Auditor	\$3,150	\$3,308	\$3,473	\$3,647	\$3,829	\$4,020	\$4,221	\$4,432
CMS Jazz Band	\$1,953	\$2,050	\$2,153	\$2,260	\$2,373	\$2,492	\$2,617	\$2,747
Pom Pom Director	\$1,367	\$1,436	\$1,507	\$1,583	\$1,662	\$1,745	\$1,832	\$1,924
Yearbook (2)	\$1,953	\$2,050	\$2,153	\$2,260	\$2,373	\$2,492	\$2,617	\$2,747
Dean - 8th Grade (2)	\$2,397	\$2,517	\$2,643	\$2,775	\$2,914	\$3,060	\$3,213	\$3,373
						*,		
ELEMENTARY	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Yearbook	\$1,172	\$1,230	\$1,292	\$1,356	\$1,424	\$1,495	\$1,570	\$1,648
Student Council	\$1,572	\$1,650	\$1,733	\$1,819	\$1,910	\$2,006	\$2,106	\$2,211
Safety Patrol	\$977	\$1,026	\$1,077	\$1,131	\$1,187	\$1,247	\$1,309	\$1,374
Elementary Musical - Director	\$1,792	\$1,881	\$1,975	\$2,074	\$2,178	\$2,287	\$2,401	\$2,521
Elementary Musical - Assistant Director	\$1,692	\$1,776	\$1,865	\$1,958	\$2,056	\$2,159	\$2,267	\$2,381
Elementary Musical - Choreographer	\$1,692	\$1,776	\$1,865	\$1,958	\$2,056	\$2,159	\$2,267	\$2,381
Intramurals - Full Year	\$2,530	\$2,657	\$2,789	\$2,929	\$3,075	\$3,229	\$3,390	\$3,560
Changen	ĆEO ==	r event	1					
Chaperone	\$50 pe	CACILL	I.					

Clubs and co-curriculars are expected to meet, at minimum, 2-3 times per month

Intramurals are expected to meet a minimum of 20 one hour sessions per trimester at the Elementary level.

Intramurals are expected to meet a minimum of 15 one hour sessions per quarter at the secondary level.

For those positions indicating the number of advisors in parenthesis, the amount will pro-rated if only one individual applies for the position.

### APPENDIX "E" PAYROLL DEDUCTION AUTHORIZATION

SOCIAL SECURITY NO.		
LAST NAME	FIRST NAME	MIDDLE INITIAL
DISTRICT NAME		
ORGANIZATION		

#### TO THE BOARD OF EDUCATION:

I hereby authorize you, according to arrangements agreed upon with the above organization, to deduct from my salary and transmit to said organization, dues as certified by said organization. I hereby waive all right and claim to said monies to deducted and transmitted in accordance with this authorization and relieve the Board of Education and all its officers from any liability therefore. I revoke any and all instruments heretofore made by me for such purposes. This authority shall remain in full force and effect for all purposes while I am employed in this school system, or until revoked by me in writing. Such revocation must occur within fifteen days following contract ratification or during August of any given year.

### APPENDIX "F" COHOES HIGH SCHOOL BELL SCHEDULE

Lunch	periods: Period 4 - Period 8
Periods 9 – 11	44 Minutes
Mod Periods	47 Minutes
Periods 1 – 3	44 Minutes
PERIOD 11	2:00 pm - 2:44 pm
PERIOD 10	1:13 pm - 1:57 pm
PERIOD 9	12:26 pm - 1:10 pm
PERIOD 8	12:01 am - 12:23 pm
PERIOD 7	11:36 am - 11:58 am
PERIOD 6	11:11 am - 11:33 am
PERIOD 5	10:46 am - 11:08 am
PERIOD 4	10:21 am - 10:43 am
PERIOD 3	9:34 am - 10:18 am
PERIOD 2	8:47 am - 9:31 am
PERIOD 1	8:00 am - 8:44 am
PERIOD 0	7:13 am - 7:57 am

### APPENDIX "G" COHOES MIDDLE SCHOOL BELL SCHEDULE

Lunc	h periods: Period 4 - Period 9
LINOD II	2.02 pm = 2.49 pm
PERIOD 11	2:02 pm – 2:49 pm
PERIOD 10	1:12 pm – 1:59 pm
PERIOD 9	12:46 pm – 1:09 pm
PERIOD 8	12:22 pm – 12:46 pm
PERIOD 7	11:56 am – 12:19 pm
PERIOD 6	11:32 am – 11:56 am
PERIOD 5	11:06 am – 11 :29 am
PERIOD 4	10:42 am – 11:06 am
PERIOD 3	9:52 am – 10:39 am
PERIOD 2	9:02 am – 9:49 am
PERIOD 1	8:10 am – 8:59 am

### APPENDIX "H" ELEMENTARY SCHOOL BELL SCHEDULES

## ABRAM LANSING HARMONY HILL SCHOOL VAN SCHAICK GRADE SCHOOL

8:25 am – Breakfast 8:45 am – Report to classrooms 8:55 am – Instructional day begins

3:00 pm – Student dismissal

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 30th day of August 2023.

### BOARD OF EDUCATION OF THE CITY SCHOOL DISTRICT OF THE CITY OF COHOES, NEW YORK

By:

Peggy O'Shea, Superintendent of Schools

**Cohoes City School District** 

**COHOES TEACHERS' ASSOCIATION** 

By:

Scott Ciarlone, President

Cohoes Teachers' Association

