

AGREEMENT

between the

NISKAYUNA CENTRAL SCHOOL DISTRICT

and the

NISKAYUNA TEACHERS ASSOCIATION

Effective July 1, 2021 until June 30, 2026

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ARTICLE I

PREAMBLE

1.1 PREAMBLE

This Agreement, the negotiated contract agreed to and accepted by the Superintendent and the Niskayuna Teachers Association ("NTA"), is made in order to effectuate the provisions of Article 14 of the Civil Service law, the Public Employee's Fair Employment Act, to encourage effective and harmonious working relationships between the Board of Education and the Administration of the Niskayuna Central School District ("District") and the professional employees of the school district represented by the NTA.

1.2 CODE OF ETHICS

Both parties subscribe to the Joint Code of Ethics, as enumerated below, as a means of maintaining a harmonious working relationship with each other and as an aid in obtaining and retaining the support of the community and the parents for the education program of the Niskayuna Schools.

- A. The teacher and the School Board recognize that while the teacher participates in the formulation of school policy under the leadership of the school administrator, it is the duty of the administrator to recommend and prerogative of the Board to determine final policy.
- B. The teacher, NTA and the School Board transact all official business through proper channels.
- C. The teacher and the School Board recognize their obligations to develop growing appreciation and understanding of the principles of democracy; they refrain from using the school to promote personal views on religion, race, or partisan politics.
- D. The teacher and the School Board are impartial in all relationships with the pupil.
- E. The teacher uses ethical procedures in securing positions; the School Board uses ethical procedures in filling positions.
- F. The teacher assumes responsibility for the welfare of the pupil and shows sympathetic understanding of pupil problems; the School Board endeavors to provide conditions under which this can be accomplished.
- G. The teacher endeavors to maintain good mental and physical health and to maintain a wholesome attitude toward the pupil; the School Board endeavors to provide a healthful teaching environment.
- H. The teacher develops through continued study, travel, participation in professional and community life and through wholesome human relationships; the School Board stimulates and encourages professional growth of the teacher.
- I. The teacher is proud of the profession; the School Board is proud of its teacher; the teacher is proud of the School Board.

ARTICLE 2

RECOGNITION

- 2.1 The Board of Education ("the Board") hereby recognizes the NTA as the exclusive bargaining representative (under Article 14 - Public Employee's Fair Employment Act of the Civil Service Law) for the "instructional negotiating unit." The "instructional negotiating unit" is defined as including all certified personnel including occupational and physical therapists, except Directors and administrators.

ARTICLE 3

RIGHTS AND RESPONSIBILITIES OF THE BOARD OF EDUCATION

- 3.1 In order to carry out its responsibilities for the development and operation of programs providing the best possible educational opportunity for the students of the Niskayuna Central School District consistent with community resources, the Board retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and vested in the Board by law.

ARTICLE 4

RIGHTS, PROTECTION AND RESPONSIBILITIES OF THE ASSOCIATION

- 4.1 Rights and Protection
- A. Niskayuna teachers may defend themselves when attacked or when threatened with attack when performing their professional duties. The method or force used to defend oneself will be in keeping with that which the laws of New York State permit.
 - B. A unit member not eligible for the Disability Insurance Program who is absent from work as a result of personal injury caused by an assault arising out of and in the course of employment and which makes the unit member eligible for Worker's Compensation payments will be paid full salary for the absence period less the amount of any Worker's Compensation award made for disability due to said injury. No part of such absence shall be charged to annual or accumulated sick leave. It is understood that when Worker's Compensation payments cease, the unit member is then expected to resume the regular responsibilities.
- 4.2 Legal Protection
- A. The Board of Education will provide legal protection as afforded in Sections 3023 and 3028 of the Education Law and in cases of error and omission which are not covered in Sections 3023 and 3028 when the teacher is carrying out assigned duties.
 - B. The teacher is to give notice to the Superintendent of any lawsuit instituted or threatened against any teacher within 10 working days after the teacher is aware of such suit or contemplated suit.

- C. The Board of Education has no responsibility for the defense of the NTA in the event of a suit. The NTA has no responsibility for the defense of the Board of Education in the event of a suit.

4.3 Association Rights

- A. Leave: The Superintendent of Schools will approve of the release of the NTA President and/or employees from their regular duties for the purpose of participating in activities relating to priorities of the District and the NTA, provided written request is submitted to the Superintendent by the NTA President at least 10 days prior to the requested leave occasion, and provided that the request meets the priorities of the District and the NTA.

Such leave activities include:

- a. Lobbying at State and national level
- b. Planning for District-wide workshops
- c. Interviewing candidates for District promotional positions
- d. Attendance at NYSUT Representative Assembly
- e. Attendance at NYS Teachers Retirement Convention
- f. Attendance at Employees Retirement System convention.

Any released time granted for the above purposes will not be charged against any teacher's allowable leave time.

- B. School Facilities: The NTA may use existing school facilities when such use does not add to school district expenditures and is approved by the Superintendent of Schools.
- C. Copies of Agreement: Copies of this Agreement shall be reproduced by the School District with sufficient copies to be available to all teachers.
- D. Minutes of Board Meetings: Each school will have available within five (5) days copies of the minutes of each Board of Education meeting.
- E. No Discrimination: No teacher shall suffer any professional disadvantage through actions of the Board or School Administration, nor shall any member of the Board of Education or School Administration suffer any disadvantage through actions of the NTA by reason of membership or non-membership in the NTA or participation or non-participation in the lawful activities of the Association.

4.4 Distance Learning

The NTA and the District agree to continue to participate in agreements to engage in distance learning. It is the intent of the district in entering into these agreements to enhance the program offerings available to students, not to reduce NTA teaching positions.

4.5 Part-Time Teachers

Part-time teachers who have worked two or more "consecutive" years for a minimum of a .7 appointment for each of the two years and who are recommended for a probationary appointment shall receive one year's credit toward the four-year probationary appointment. This year will also be credited to the teacher for seniority purposes.

4.6 Excessed Employees

Employees who are excessed under section 2510 of the Education Law and are eligible for recall rights under that section shall continue to earn a full year of seniority credit when they accept and fulfill a long-term substitute position in the District in their tenure area or a part-time position in the District in their tenure area, at the request of the District.

4.7 Responsibilities

- A. The NTA will endeavor to develop and maintain in its membership a concern for the professional image of teachers as demonstrated through their life in the school and in the community.
- B. The NTA will hold before its membership the concept that teachers influence the students of the community and the nation by the examples they set as well as the intellectual process of rational thought, critical examination, self-discipline, and the acquisition of skills which are part of the interaction of the teachers and students in the classroom.
- C. In the event that either or both the Superintendent of Schools or the NTA is informed of conduct by a professional staff member which is likely to have a negative effect on the educational profession, but does not involve competence, it is the responsibility of both the Superintendent and the president of the NTA to inform the other party of the instance.
- D. It may be necessary for the actions of an individual NTA member to be reviewed by the Superintendent of Schools. If the unit member grants consent, the NTA President, or their designee, will be involved in the discussion and review process. Prior to anything being placed in the personnel file of the NTA member, the NTA member shall have the right to review and discuss the contents of the file with the Superintendent and the NTA President.

ARTICLE 5

NEGOTIATION PROCEDURE

- 5.1 Upon request for a meeting to open negotiations, a mutually acceptable meeting date shall be established. Such request shall be made by the first week in December preceding the expiration date of the Agreement. The parties agree to enter into collective negotiations in accordance with the procedures set forth herein in a good faith effort to reach agreement on all matters raised by either party, concerning terms and conditions of teacher's employment. No agreement shall be final until it is ratified by the NTA, the Superintendent and the Board of Education. Once ratified by all parties the agreement shall apply to all teachers, be reduced to writing and signed by the Board, the Superintendent, and the NTA.

Either party may utilize the services of outside consultants.

The Superintendent or designee will provide the NTA with the tentative budget for the next fiscal year when it is available.

When tentative agreement is reached covering an area under discussion, the tentative agreement shall be reduced to writing, dated, and signed or initialed by the chief negotiator of each party.

ARTICLE 6

GRIEVANCE PROCEDURE

6.1 Definitions

- A. A "contract grievance" is an alleged violation or inequitable application of this agreement.
- B. A "non-contract grievance" is any other dispute concerning a term or condition of employment which may arise between the parties and which is not covered by this agreement. A non-contract grievance may be processed up to and including Level 3. A decision at Level 3 on a non-contract grievance shall be final and binding on the parties and shall not be subject to arbitration.
- C. An "aggrieved party" is the teacher or group of teachers or the NTA making the claim or complaint.
- D. The "parties in interest" are the aggrieved party and the party against whom action is being taken in order to resolve the claim or complaint.
- E. Prior to the filing of a grievance the aggrieved party must identify the grievance as either a contract or a non-contract grievance. The aggrieved party cannot simultaneously file a "contract" and "non-contract" grievance on the same issue.

6.2. Purpose

Both the Superintendent and the NTA agree that all grievances should be resolved informally or at the earliest stage of this grievance procedure. Both parties realize that the procedure must be available without any fear of discrimination because of its use. Informal settlements at any stage shall bind the immediate parties to the settlement but shall not be precedents in a later grievance proceeding.

6.3. Time Limits

- A. Failure at any step of this grievance to communicate the decision on a grievance within the specified time limits shall permit the petitioner to proceed to the next step.
- B. Failure at any step of this procedure to appeal a grievance to the next step within the specified time shall be deemed to be acceptance of the decision at that step.
- C. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

- D. No grievance will be valid unless it has been forwarded to the problem discussion level within forty school days after the alleged incident.
- E. By mutual agreement between the "parties in interest" the time parameters may be suspended.

6.4. Procedural Levels

- A. Problem Discussion Level - A teacher with an alleged grievance will discuss it with the respective building principal with the objective of resolving the matter informally.

When the teacher is convinced and indicates to the principal that the problem cannot be resolved at the problem discussion level, the teacher has ten (10) school days to file a grievance relating to the unsolved problem.

The NTA may originate a grievance at Level 2 provided the grievance relates to the NTA as a group.

- B. Level 1 - After receipt of the written grievance, the principal shall provide for a review and written decision on the grievance within 10 school days.
- C. Level 2 - If the aggrieved party is not satisfied with the disposition of this grievance, or a decision is not rendered within 10 school days the aggrieved party may appeal in writing to the Office of the Superintendent of Schools with a copy to the NTA within 10 school days after receipt of the decision.

If the aggrieved party appeals the decision to Level 2 and in the opinion of the NTA a grievance affects a group of teachers, the NTA may submit such grievance in writing to the Superintendent of Schools, and the processing of the individual and group grievance shall proceed to Level 3. The NTA shall have the same status and shall follow the same procedures as an aggrieved party when processing a group grievance.

Within 10 school days after receipt of the written grievance, the Superintendent or designee will meet with the parties in interest in an effort to resolve the matter. The Superintendent or designee shall render a written decision within 10 school days after the meeting with the parties.

- D. Level 3 - If either party in interest is not satisfied with the disposition of the grievance, or a decision is not rendered within the time limits specified, either party in interest may appeal in writing to the Board of Education with a copy to the NTA 10 school days after receipt of the decision.

Within 15 school days after receiving the written grievance, or such longer time as may be mutually agreed upon, the Board or a committee of its members shall meet with all parties in interest for the purpose of solving the grievance. The Board shall render its written decision within 15 school days after the meeting with all parties in interest. The decision of the Board shall be final for all grievances not supported by the NTA.

- E. Arbitration

- 1. Within 10 school days after receiving the written decision of the Board, the NTA, if it has entered a group grievance at Level 2, and the dispute is a "contract grievance", may submit the grievance to the American Arbitration Association. A copy of such request shall be forwarded to the Superintendent.

2. The arbitrator will have authority to hold hearings. Procedures for conducting the hearings will be mutually agreed upon by the parties involved and the arbitrator. Any of the parties, including the arbitrator, may request a written transcript of the hearings. The arbitrator may request and obtain from the various parties all pertinent information not privileged by law, in their possession and which is relevant to the issues raised by the grievance.

The arbitrator's report shall be submitted in writing to the Superintendent and the NTA. The report shall set forth findings of fact, reasoning, conclusions, and decisions of the issues submitted.

The arbitrator will be without power or authority to make any decision which requires the commission of any act prohibited by law or which violates the terms of this Agreement. The arbitrator shall have no power to add to, subtract from, or modify the provisions of this Agreement in arriving at a decision of the issue presented, and shall confine the decision solely to the application and interpretation of this Agreement.

The arbitrator shall issue a decision not later than thirty (30) school days from the date of the close of the hearings.

3. The decision of the arbitrator shall be final and binding upon all parties.
4. The costs for the services of the arbitrator will be borne equally by the District and the NTA. The Superintendent and the NTA agree that the cost of the transcript will be equally divided between the District and the Association.

F. Miscellaneous

1. All grievance records dealing with the processing of a grievance shall remain at the administrative level where resolution of the grievance is achieved. When a decision is appealed, a copy of all records shall be forwarded to the next level. Records and decisions shall be filed separately from the personnel folder of the aggrieved person and shall remain confidential except through official release by the Superintendent.
2. No interference, coercion, restraint, discrimination, or reprisal of any kind will be taken by the Board or by any member of the administration or the NTA 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 other person by reason of such grievance or participation therein.
3. Any forms needed to implement this grievance procedure will be jointly developed by the Superintendent of Schools and the NTA with such forms to be included in the contract. (See Appendix A for Grievance Forms).

ARTICLE 7

BOARD ADMINISTRATION AND NTA LIAISON COMMITTEE MEETINGS

7.1. Purpose

The purpose of the meetings among the Board, administration and NTA Professional Council and Liaison Committees is to establish a communication link among all district parties in order that provisions in this Agreement can be equitably applied and that the interested parties have an opportunity for exchanging ideas. However, neither the Superintendent, the Board, the administrator, nor the NTA representative have any obligation to discuss with the other parties matters that are currently being considered in contract negotiations.

7.2. Professional Council

The Council's purpose is to isolate and define problems relating to the school system and to provide increased communications among the Board, Administration, and the NTA. The party indicating a need for the meeting shall prepare the agenda and provide the information for discussion.

7.3. Superintendent - NTA District Liaison Committee

The NTA District Liaison Committee and the Superintendent and other administrators designated by the Superintendent will meet when there is an awareness by either group of problems relating to the provisions of this Agreement, or for the exchange of ideas which would have mutual interest, or prior to making curricular or practice changes affecting more than one school. The party indicating a need for the meeting shall prepare the agenda and provide the necessary information for discussion. Such meetings are to be scheduled outside of regular school hours.

7.4. Principal - NTA School Liaison Committee

The NTA School Liaison Committee will meet with the principal and other administrators as he/she may designate when there is an awareness by either group of problems relating to the Agreement at a school level or for the exchange of ideas which have mutual interest, or prior to making a curricular or practice change. The party indicating the need for the meeting shall list the items to be included in the agenda and shall provide data which may be useful in considering items on the agenda. Such meetings are to be scheduled outside of regular school hours unless the principal and the building liaison chairperson agree otherwise.

ARTICLE 8

SCHOOL CALENDAR

8.0 School Year /Work Year

To the extent possible 182 student days and 187 teacher work days shall be scheduled between the Tuesday after Labor Day and the day after the last scheduled state exams in June. When not possible, teacher workdays may be scheduled the Monday prior to Labor Day through June 30. With the exception of the Friday before Labor Day, the teachers work schedules will be scheduled in successive days.

A day in the school calendar will be designated by the Superintendent as a “teacher workday” prior to the first full day of instruction in which no district, building or department meetings will be scheduled. All NTA members are required to be in attendance on this day.

8.1 Beginning of Year

The Tuesday after Labor Day may be a full day of instruction.

8.2 End of Year

A. The last two student days of the year for grades K-5 will be half days for students if the numbers of required student days and hours have previously been met. On the day prior to the staff day at the end of Regents exam week, students in Grades K-8 will not attend school. These days will be teacher work days in which no district, building or department meetings will be scheduled if the number of required student days and hours have previously been met.

B. Teachers who do not complete their end of year work during the allotted staff time will return to their respective buildings the following week to complete this work.

8.3 Additional Recess Periods

A. Under normal circumstances, the number of student days could exceed 182 between the Tuesday after Labor Day and the Final Staff Day. In this case, the day before Thanksgiving will be added to the recess period. In the event the schedule permits an additional recess day, and the total number of student and staff days are still met per this article, an additional recess day will be provided adjacent to the Memorial Day weekend.

B. Consistent with its responsibility to cooperate with other school districts with whom programs are shared, the District will make an effort to place the April vacation in the same time period as the April vacation in the Capital Region BOCES Calendar.

8.4 Parent-Teacher Conferences

A. The calendar shall include for grades K-8 the following schedule of Parent-Teacher conferences:

Grades K-5	Four shortened school sessions in the fall and two in the spring (6)
Grade 6	Two shortened school sessions in the fall and two in the spring (4)
Grades 7/8	One shortened day in the fall and one in the spring (2)

B. In scheduling parent-teacher conferences, the teacher shall make arrangements so that parents will have available times to meet other than the release days’ afternoons.

C. School special subject teachers shall be available for parent conferences during these shortened sessions unless prior approval for other activities is granted by the Superintendent or a designee.

8.5 Make-up Days

Instructional days lost due to school closings shall not be rescheduled unless the District would otherwise fail to satisfy the conditions for full apportionment of state funds. In the event that an excess of emergency days result in the need to be in session during the spring recess, unit members will be compelled to report to work.

8.6 School Calendar

The Superintendent of Schools will send a proposed calendar for the next school year to the NTA prior to April 10 of the current school year. The NTA will submit any opinions or concerns about the proposed calendar to the Superintendent by April 30.

ARTICLE 9

INSTRUCTIONAL CONDITIONS

9.1 Joint Concern

The optimum use by teachers of all available resources in implementing the educational program is a joint concern of the NTA and the Superintendent.

9.2 Teaching Conditions

A. The purpose of the teacher load policy is to:

1. provide teachers with assurance that the load will be maintained within reasonable limits, and that there will be equity in the distribution of duties among staff. Kindergarten and special education classes, whose number of enrolled students exceed past district standards, will be given additional support services upon request of the teacher involved.
2. provide the support services that are needed to adapt to any changes in the educational program.

B. District-wide staffing will be determined by the ratio of equivalent full-time professional staff members per 1000 enrolled students.

1. The number of enrolled students will be derived from the first attendance report of October. Enrollment is determined as follows:
 - grade K-12 equal one
 - BOCES vocational students and January graduates equal one-half
2. Only professional staff members who are paid on the Niskayuna teachers' salary schedule will be counted in the equivalent full-time professional staff member count. Individuals hired by separate or outside contracting will not be included.
3. The following district-wide ratio of equivalent full-time professional staff members per 1000 enrolled students will be maintained by the district during the term of this Agreement: 65 +/- 6%.
4. If during the term of this Agreement, the District decides to lay-off professional staff beyond that required by student enrollment decline, the district will attempt, but not be bound, to equalize staff lay-offs at the elementary, middle, and high school levels.

- C. The Superintendent will report to the President of the NTA by the third week in October of each school year the actual staff ratios in comparison with minimum and maximum ratios as provided in Section 9.2 (B). This is to include the enrollment and staffing numbers. In the event that a ratio is outside the limits, a teacher load committee consisting of two teachers appointed by the NTA, and two principals appointed by the Superintendent, will meet to plan any corrective measure. This committee will submit its recommendations for approval to the Superintendent.

By June 15 and August 15, the District Office will share projected enrollments and current class counts with the President of the NTA. Any concerns would be a legitimate agenda item for a District Liaison Committee Meeting (see Section 7.3).

D. Change in the Educational Program

If, in the planning of a change in the educational program, the Superintendent should determine that the staffing ratio would be affected, the consequences of this change will be reported to the NTA president. Within the next 10 school days, the NTA should respond to the Superintendent regarding the change.

E. Distribution of Staff

Consideration will be given to the distribution of teaching staff among the elementary schools and within each school.

F. High School & Middle School Teaching Load

The normal weekly teaching load in the middle schools shall not exceed twenty-five teaching periods. A teacher's daily teaching assignment shall not exceed five instructional periods per day. To the extent possible, Middle School teachers assigned to a team will be provided with at least one common meeting period (excluding lunch) to provide time to discuss student needs, meet with counselors, and other purposes to address team student needs. The Superintendent, after consultation with the NTA president, may authorize temporary variations.

The normal weekly teaching load at the high school shall not exceed five blocks over two days. The Superintendent, after consultation with the NTA President, may authorize temporary variations.

Unless circumstances demand otherwise there shall be no more than three teaching preparations per day for teachers at the secondary level.

G. Elementary Instruction Time

The scheduled instruction time of the elementary classroom teachers shall be essentially the same. Classroom teachers in Grade K-5 will be free from pupil instruction or supervision during instruction for a minimum of 30 minutes per day and a minimum of 200 minutes per week excluding time for lunch. The period free from instruction does not have to be a consecutive block of time. All teachers will have a 30-minute lunch period free from instruction or supervision.

H. Specialist Teachers

1. Specialist teachers are teachers other than classroom teachers. Specialist teachers will be free from pupil instruction or supervision during instruction for minimum of 30 minutes per day and a minimum of 200 minutes per week excluding time for lunch. The period free from instruction does not have to be consecutive block of time.

2. Specialist teachers who travel from room to room for instruction and must transport equipment will be scheduled so that there is a minimum of 10 minutes between any two consecutive classes.
3. Schedules of specialist teachers are to be arranged so the weekly schedule will be divided as evenly as possible among the days of the school week and so the amount of travel is limited to that which is necessary. The time to travel shall be considered when determining teacher's responsibility.
4. Schedules of classroom teachers are to be arranged so the preparation time resulting from the assignments of specialist teachers will be divided as evenly as possible among the days of the school week.
5. The specified schedule arrangements may be modified with the agreement of the affected faculty members and principal.

I. Teacher Leaders

Teacher Leaders will perform up to two-fifth duties (.4) FTE as a "teacher on special assignment" for the district with duties assigned by the Superintendent. Teacher Leaders' hours of work and other terms and conditions of employment will be determined by the Superintendent. Teacher Leaders shall receive the salary and benefit entitlement specified herein in in Article 16.

J. Equipment Textbooks & Supplies

The principal shall obtain the views of teachers and supervisors concerning quantities and specifications of equipment, textbooks, and supplies during the preparation of the budget and during the preparation of orders to implement the budget.

K. Computers & Duplicating Facilities

The District agrees to make available computers and duplicating facilities in each school. Insofar as possible, the District will aid teachers in the production of instructional materials.

L. Working Conditions: The District shall provide:

1. A desk or adequate work area for each teacher in the district with lockable drawer or cabinet space.
2. Suitable space for each teacher to store coats, overshoes, and personal articles.
3. Each teacher with adequate appropriate supplies required in daily teaching responsibility.

M. Efforts shall be made to have a teacher's classes meet in the same room.

9.3 Educational Support Personnel

The Superintendent and the NTA recognize that a teacher's primary responsibility is to teach and that their energy should, to the extent possible, be utilized to this end. The Superintendent and the NTA recognize that support personnel are desirable as a means of relieving the teacher of clerical and other non-teaching activities.

9.4. Liaison Curriculum Fund

- A. If a situation arises where there is no substitute available to replace a member of the elementary NTA faculty, and the period of absence is 30 minutes or longer, the funds saved will be credited to the liaison curriculum fund of the school where the absence occurs. Such funds will be used for curriculum development and implementation. The use of such funds will be determined by the School Liaison Committee and the principal, with the verification of funds by the Director of Business and Finance. Verification means the check of submitted periods of absences agrees with the absentee report to determine the amount of funds available to each school. Verification does not mean approval of curriculum project or its implementation.
- B. In the event that the need for a substitute is filled by a student teacher, the funds saved will be credited to the Liaison Curriculum Fund for that school.
- C. The building principal shall report periods of coverage provided by building staff to the district Business Office for verification purposes. This will be done by May 1 of each year. Funds accumulated between May 1 and the end of the school year shall be added to the total. The funds must be encumbered by June 30 for use prior to September 1. There can be no carry-over of unencumbered funds from one school year to the next.

Any materials ordered must be processed through the Business Office in the same manner as other school expenditures.

9.5. Miscellaneous

- A. Teachers who are responsible for student activities in the evening or on days not in the school calendars are expected to participate in these activities. The teacher recognizes that responsibility to students and profession requires the performance of duties that involve the expenditure of time beyond the normal school day. It is expected that teachers will be readily available for consultation with parents by appointment and for consultation and individual work with students. Teachers are urged to participate in appropriate student activities such as interscholastic events, dances, concerts, plays, and other activities carried on by students.
- B. Generally, substitutes or support personnel will be provided to replace all absent teachers who meet regularly scheduled classes.
- C. Faculty meetings of the entire faculty in each school shall be based on an agenda in the interest of effective use of staff time. The primary focus of all meetings and interactions shall be related to student achievement and/or instruction. The Liaison Committee in each school shall have input into the preparation of the agenda. Faculty meetings will not typically exceed ninety minutes per month. Additional meetings may be called as needed.
- D. A schedule shall be established by the Superintendent for faculty, departmental and curriculum meetings and will be communicated to teachers early in the year. These meetings are expected to be a priority for teachers to attend even if they have been rescheduled. In the event a meeting is called, except for emergency action, with less than one week's notice, the teacher can rightfully disregard the meeting if it conflicts with previous commitments. When faculty meetings are scheduled at times authorized by the Superintendent, and faculty is properly notified, all staff members are expected to attend, unless excused by the principal.

After school hours on Thursdays are to be reserved for NTA meetings. No district meetings are to be scheduled at these times.

- E. The students, faculty, administration, Superintendent, Board, and parents have a responsibility for student discipline and the maintenance of high standards of conduct. It is recognized that the time of teachers should be utilized for instruction and related instructional activities and that non-teaching duties be minimized.

The teacher may be required to perform non-teaching duties to maintain an orderly atmosphere in which students and teachers may carry out their responsibilities with a minimum of distraction. The building principal and the School Liaison Committee should determine the degree that non-teaching duties are assigned. Efforts will be made to ensure that duties are assigned equitably.

9.6 Professional Workday:

All unit members will be present when school is in session and on other days identified on the school calendar requiring attendance.

ARTICLE 10

TEACHER ASSIGNMENT

10.0 Teacher Assignment

The teacher assignment is written notification from the Superintendent or designee of the building location(s), grade level(s), and subjects to be taught.

10.1 Assignment Procedures

- A. Prior to finalizing teacher assignment and after the Board of Education adopts the budget the Principal will present to the faculty and/or departments projected staffing for the following year.
- B. Full-time teachers shall be notified in writing by the Superintendent or designee of their tentative assignment by June 1. The notice shall consist of building(s), grade level or subjects to be taught. All teacher assignments are contingent upon adoption of final budget.

In the event a contemplated assignment involves a change in building locations, the staff member will be notified in writing of such change by June 1. The administrator will schedule a meeting with the teacher which will take place prior to June 1 to discuss the reasons for the assignment. The teacher may suggest alternatives to the proposed assignment.

- C. The educational and experience background of the teacher is to be weighed in the determination of the assignments. Whenever practicable, the teacher will be assigned within the scope of the individual's certification and tenure area.

- D. The Superintendent shall be responsible for seeing that changes in building assignments are based on a reasonable minimum of new preparation and inter-school travel by the teacher. Inter-school travel shall be reimbursed at the contractual rate.

10.2 Vacancies

- A. Written notice of professional staff vacancies, excluding those created by short-term illness, shall be posted in each school within five school days of the date on which the opening becomes available. Posting of such notification shall not interfere with regular routine of recruitment of professional personnel.
- B. A teacher who desires to apply for a posted vacancy shall write to the personnel office within 10 school days of the date the vacancy has been posted. In the letter of application to fill the vacancy, the teacher shall state his/her qualifications for the posted position.
- C. If the vacancy is filled by a candidate other than a teacher desiring the reassignment, an effort will be made to notify the teacher of the decision prior to Board action related to the position.
- D. Teacher vacancies will be filled by individuals on the preferred eligibility list in accordance with New York State Education Department rules and regulations.

10.3 Reassignments

- A. When necessary, teacher reassignments will be made because of a change in student population, because of available openings in other buildings, because of unexpected staff vacancies, or when the district determines such reassignment to be in the best use of personnel resources. Reassignments will be made within certification and tenure areas to provide a balance of teacher resources, and to staff schools of departments according to teaching positions allocated in the school district budget. The middle school staff will be considered a single unit.

In the event a reassignment to another building is considered because of available openings, the district will develop a list of personnel interested in a voluntary reassignment to the position and will consider that list in addition to the staff member being considered by reassignment. The district shall make the final decision on the employee to be reassigned to the available opening.

- B. Reassignment of a teacher shall be made only after a meeting between the teacher and the immediate supervisor to discuss the reasons which made the reassignment necessary. The teacher may suggest alternatives to the proposed reassignment. After the discussion required above has occurred, if the teacher wishes to, he/she may request further discussion of the proposed reassignment with the Assistant Superintendent for Educational Programs and Instruction and then with the Superintendent.
- C. A teacher who is reassigned shall be informed in writing of any effect of the reassignment on tenure at the time of the notice of reassignment.
- D. Teachers who receive new assignments from one building to another, or from one classroom to another within a building, will be provided with assistance to carry out the move. Teachers will be notified ahead of time of the date when assistance will be available. Essential materials will be moved prior to the first-class meeting.

10.4 Requests for Reassignment

- A. Teachers who desire reassignment to another school, grade or subject must send a written request directly to the Assistant Superintendent with a copy to the building Principal and their immediate supervisor stating their desire for reassignment and indicating where they wish to be reassigned. This written request should include the particular qualifications of the teacher for the requested assignment.
- B. If a vacancy occurs in a position in the area of reassignment indicated by the teacher, the teacher shall be given consideration as an applicant for the position in accordance with the selection procedures in Article 15.
- C. If the reassignment request is not granted, and the teacher requests it, the principal will meet with the teacher prior to making the assignment to discuss the reasons why the change could not be accommodated.

10.5 Vacancies and Promotions

- A.
 - 1. All vacancies in "promotional positions," as defined in paragraph 10.5 (B), and extra duty assignments, where selection is made at the Central Administration level, shall be posted in each school. The notice shall indicate a description of the position, qualifications, and a time limit for submitting application to the Superintendent.
 - 2. If a vacancy classified as a promotional position occurs during the summer, a notice of the vacancy including a description of the position, qualifications, and time limit for submitting applications shall be posted in the District Office and shall be mailed to those teachers who, prior to the end of the school year, have notified the Assistant Superintendent in writing of their interest in applying for promotional positions.
 - 3. The notice of interest in a promotional position shall include data on certification status needed for the position, and a statement of qualifications for the particular vacancy.
 - 4. Candidates who are not properly certified according to the New York State Education Department of Certification should not make application, as an individual who cannot meet State certification cannot be appointed by the Board.
- B. "Promotional positions" are defined as District Director, or those covered by Administrators Agreement.
- C. Qualified teachers within the district shall be given consideration with other candidates.
- D. If the vacancy is filled by a candidate other than the local applicant the local applicant shall be notified in writing within one week after the vacancy has been filled.
- E. The Superintendent will notify the NTA of any promotional positions being created or abolished for NTA input.
- F. The NTA President will be notified of the candidates being considered for possible appointment to a promotional position. The NTA will provide a written response regarding these candidates within ten (10) school days of the date of notification. The

Superintendent of Schools will consider this response, and other relevant information in preparing the recommendation to the Board.

- G. It is the intent of the Board to fill full-time positions with full-time teachers. If full-time positions are broken into part-time positions, the Superintendent will so notify the NTA.

ARTICLE 11

EXTENDED PROGRAMS

11.1 Professional Activities and Curriculum Development

Professional staff may be employed outside of the regular school hours or the school calendar year to provide for:

1. Planning
2. Setting goals
3. Defining priorities
4. Revising instructional processes and organization
5. Developing curriculum
6. Designing and producing instructional materials
7. Evaluating current programs
8. Teaching summer school

The Curriculum Advisory Committee, consisting of three administrators (selected by the Superintendent), six teachers (selected by the NTA), and three directors (selected by Superintendent) will convene no later than December 1 of the ongoing school year to establish procedures for the implementation of its goals, consideration of curriculum proposals and the recommendation of curriculum procedures by priority ranking to the Superintendent of Schools. The committee will be convened prior to December 1 of the ongoing school year by an administrator appointed by the Superintendent of Schools. It is the responsibility of the committee at its first meeting to select a chairperson.

The committee has the responsibility of notifying teachers of the deadline for submission of proposals. All proposals received by the committee must (1) be in writing, (2) identify the teacher or teachers involved in the proposal (3) fit the criteria established by the committee, (4) include a completed proposal checklist, and (5) specify projected costs in terms of dollars or days.

The committee must submit its recommendations in priority order rank to the Superintendent of Schools by March 31 of the ongoing school year.

Priority is to be given regularly appointed teachers of the Niskayuna Central School District in providing these services.

Teachers who do not submit proposals but who do desire work on summer curriculum projects should notify the Assistant Superintendent in writing of this intent prior to March 1 of the ongoing school year.

The Superintendent of Schools shall make known the list of accepted projects as soon as the budget is established.

11.2 Summer School Programs

The Summer School Principal shall post a notice of all probable summer school programs in all buildings by May 15. Teachers interested in applying for positions shall so indicate in writing to the Summer School Principal by June 1.

11.3 Salaries for Teachers employed in Other Assignments shall be:

- A. Summer school instruction (actual teaching time in classroom) will be paid at an hourly rate. The annual rates are listed in Appendix F.
- B. Driver Education rates are based on the number of students in the course and are listed in Appendix F.
- C. Teachers working on curriculum proposals may compute their hourly rate if they prefer a rate basis rather than a job basis. The hourly rate is listed in Appendix F.
- D. The base salaries and rates in sections 11.3 A, B and C will be increased effective July 1, each year by the same percentage as Masters Step 1 is increased on those dates. This process will be referred to as "indexing."
- E. Leave Benefits

Niskayuna teachers who are employed by the district during the regular school year and who are employed in the summer school program shall be granted leave rights, which apply to their employment as summer school teachers.

1. Sick Leave

All summer school appointed teachers are entitled to two sick days per six-week summer session. These days do not accumulate and may only be used during the summer school program.

2. Death in the Immediate Family

All summer school appointed teachers are entitled to five days per six-week summer session for the above purpose.

ARTICLE 12

LEAVES

12.1 Sick Leave

- A. Each employee covered by this Agreement will be credited with 10 days of paid sick leave on September 1 of each school year. Regular part-time employees will receive proportionate benefits. Unused sick days may accumulate from prior years to a maximum of 200 days, not including the sick leave allowance for the current school year. These 10 days will be used first in the event of illness or illness in the immediate family; none of these 10 days which are unused during the school year may be added to the accumulated total so long as that total stands at the maximum of 200 days. Sick leave may be taken for personal illness or disability.
- B. Illness in the immediate family which requires the teacher's presence qualifies under this policy. Immediate family includes husband or wife, children, brothers and sisters,

father and mother, grandparents, grandchildren, and any other persons with whom the teacher has developed an immediate family-like obligation due to past personal relationships. Up to 12 days of accumulated sick leave may be used for illness in the immediate family prior to requesting additional days from the Superintendent. If there are extenuating circumstances and the teacher has used the allowable time, the Superintendent of Schools may extend the leave time by five additional days.

- C. An employee who intends to be absent from work shall notify the designated individual at the earliest possible time and method.
- D. Prior to October 15 of each school year, all school personnel will be notified of their accumulated sick leave as of June 30 of the preceding school year.
- E. In the event of long-term absence due to illness, the teacher shall utilize the sick leave allowance available, except that a teacher with ten or more years of service in Niskayuna may reserve up to ten days and other teachers may reserve up to five days before receiving benefits under the sick bank or the District's short term or long-term disability plans, provided a written request is made to the Human Resources Office prior to the effective date of the request. An election to reserve sick leave days may not be revoked.

12.2 A. Sick Leave Bank

The rules of the sick leave bank shall include the following:

1. Applications for use of the bank shall be in writing to the Superintendent, or designee.
2. Eligibility requirements, including exhaustion of the employee's accumulated sick leave in accordance with Article 12.1 E.
3. Upon request of the employer, the employee shall provide a doctor's note or written statement for use of the bank.
4. Employees shall have the right to reserve days in accordance with 12.1 E.
5. An eight-workday waiting period between exhaustion of the employee's accumulated sick leave and use of the sick leave bank.
6. Sick leave bank and Short-Term Disability use stops upon first day of eligibility for benefits under the District's Long Term Disability Insurance Plan.
7. 180-day lifetime maximum use of the sick bank.

A committee of the NTA President and the Superintendent of schools shall make the final decision on the use of the sick leave bank.

B. Contributions to the Sick Leave Bank

1. Whenever the number of days in the bank is reduced to equal or less than the number of unit members, each unit member shall contribute one additional sick leave day from the individual's sick leave accrual. Contributions may only be made in accordance with this procedure. Individuals without sick leave days to contribute shall be required to contribute at the earliest new allocation date.

An accounting of the balance of the sick bank will be provided to the NTA by October 15 of every school year. The accounting will include the number of days in the sick bank, the number of current unit members, and the number of days used since the last accounting.

2. Employees who use the sick leave bank shall pay back the days at the rate of four days per year.

12.3 Death in Immediate Family

Each teacher will be allowed five full days each year for each absence due to death in the immediate family, with no loss of pay. The principal is to be notified in advance of the absence unless emergency prohibits.

Members of the immediate family include husband and wife, children, brothers and sisters, father and mother, grandparents, and any other person with whom the teacher has developed an immediate family-like obligation due to past personal relationships.

12.4 Business Other Than School Related

- A. Each teacher will be allowed up to three full days each year for business other than that related to school with no loss of pay provided that the business matter cannot be taken care of outside working hours or school calendar days. Unused leave days shall be added to the accumulated sick leave at the conclusion of each year. Under this policy, leave will not be granted for a teacher's honeymoon.
- B. A family affair qualifies under this policy. A family affair is defined as an occasion when matters of concern related to the personal lives of the immediate family as defined above have to be settled and the presence of the teacher is imperative. Examples of such occurrences would be the obligation a parent has for taking his child to college - a husband/wife attempting to resolve marital problems - the placement of an individual's parents in a care center.
- C. It is not intended to be a leave for personal or family recreation or a social engagement. Instances not included would be a vacation outside of the regular school calendar, a family get-together for social reasons or a friend's wedding.
- D. Procedures
 1. A teacher may state a need to be absent for no more than one day at a time in accordance with the policy on a form approved by the Superintendent and the NTA identifying that the absence is for any one of the following reasons:
 - a. Family affair when the presence of the teacher is imperative
 - b. Legal appointment
 - c. Medical appointment
 - d. Military
 - e. Religious
 - f. Employee's wedding (2 days)

In the event that a teacher needs to be absent for two consecutive days, the teacher will inform the principal, stating the reason for the requested absence.

2. Two days advance notice should be given in every case unless emergency prohibits. In the event of an emergency, the principal will be notified that the teacher is taking a day for business other than school related and the "Statement of Need to be Absent" will be submitted immediately upon return.
3. Personal leave shall not be used to extend a vacation.

4. The superintendent may use discretion to allow use of leave under section 12.4 for reasons other than those specified above or to make an exception.

12.5 Educational Visitation

As an opportunity for professional improvement, a teacher may be allowed three full days each year for educational visitation with no loss of pay. This may be granted on advance approval of the principal. Educational visitation includes visits to classrooms within or outside the Niskayuna system.

12.6 Educational Conferences and Out-of-District Travel

Attendance at conference is encouraged and if granted shall be over and above the three days of Educational Visitation.

The Superintendent is authorized to approve out-of-district travel/conferences of teachers on school business under the following conditions.

- A. Application is submitted in advance on forms provided by the district.
- B. The application is approved by the principal.
- C. Funds are budgeted for the purpose.

12.7 Unpaid Leave of Absence

- A. A teacher may apply to the Superintendent for a leave of absence, which shall be without compensation for a period not to exceed one year, with renewal not to exceed one additional year, for the purpose of professional improvement or family reasons.
- B. If the teacher is granted such a leave by the Board of Education, the teacher shall notify the Superintendent of intent to return at least 120 days prior to the termination of the leave. If the duration of the leave is less than 120 days, the teacher shall notify the Superintendent at least 30 days prior to the termination of the leave.
- C. No action taken by the Board upon any such application shall constitute a binding precedent or past practice.
- D. When unpaid leaves, as described above are granted to non-tenured teachers, such leaves shall be considered as an interruption of the probationary period and shall not apply in lieu of service in meeting the probationary time required.
- E. Teachers on such leave of absence shall have the choice of whether or not to continue to participate in the District health and/or dental insurance plan for the period of the leave. The teacher shall pay 100% of the cost of any insurance premium due as a result of such participation.
- F. Upon the teacher's return to work all benefits to which he (she) is entitled at the time of return from such leave shall be available to the teacher.

12.8 Reinstatement of a Teacher Who Resigns

A teacher who resigns and who is re-employed on a full-time basis within five years of the date of resignation, may be granted all rights which had accrued at the time of the resignation,

exclusive of tenure rights and seniority rights. These rights include such items as accumulated sick leave and disability insurance.

12.9 Legal Appearances

A leave of absence may be granted a teacher for jury duty, provided that the Board shall only be obligated to pay an amount equal to the difference between the teacher's salary as computed on a daily basis (1/200th of yearly salary), and the daily jury duty fee paid by the court.

In the event a teacher's presence is required in court by subpoena for a period which exceeds the number of business other than school-related days available, an extension of two days of paid leave will be granted. In the event a teacher's presence in court by subpoena exceeds this extension, the teacher may ask for a review of the circumstances by the Assistant Superintendent.

12.10 Family and Medical Leave Act

In granting leaves, the district will follow applicable labor law. Employees may take advantage of the provisions of the Family and Medical Leave Act regarding leaves of absence, and nothing in this contract will be considered to reduce or diminish an employee's rights under the law.

ARTICLE 13

PROFESSIONAL GROWTH

13.1 Professional Development and Educational Improvement

In accordance with Commissioner of Education requirement, effective February of 2004, all districts must provide new teachers with professional development opportunities to maintain certificates in good standing based upon successfully completing 100 hours of professional development every five years.

The district recognizes that all teachers routinely supersede the state's minimum standards for professional development by seeking out additional opportunities to grow professionally. To support this culture of professionalism, to the extent possible the district pledges to make resources available for appropriate teacher-identified, high-quality professional development.

13.2 Orientation and Mentoring

Orientation programs are aimed at acquainting a new teacher of the District with the philosophy, policies, and practices of the school. Each new teacher in the District will be assigned a mentor for aid and help.

ARTICLE 14

PAYROLL DEDUCTIONS

14.1 Dues Deduction

The District will provide for payroll deduction of annual dues to the NTA under the following conditions:

- A. NTA members shall be entitled to have membership dues for the Association and its affiliates collected via payroll deduction, as well as contributions to VOTE/COPE and the United Way. Such authorization for membership dues shall continue from year-to-year unless revoked in writing.
- B. Any changes in the amount of dues to be collected will be made automatically unless the individual teacher submits a new form or revokes the old one.

Within thirty (30) days of receipt of a written authorization card from the member directing payroll deduction, the District shall deduct and remit the biweekly dues from the regular salary of each employee.

- C. The deduction is to be at a rate derived from dividing the number of pay periods into the amount of the unified professional membership dues.

The NTA will notify the business office by September 1 what amount the dues will be for that year and what amount should be deducted each payroll. The deductions will begin with the first payroll after October 1 and will continue until the total is deducted.

- D. An individual may revoke the authorization by notifying the Business Office in writing. The deduction is to cease by the first payroll following the revocation. In the event a member revokes his or her membership in the Association, the district will notify the Association.
- E. The district is not responsible for collection of any balance due when an individual revokes the authorization or when an individual drops from the payroll by resignation or otherwise. An individual may make a timely request to have deducted any balance of dues owed.
- F. Payment of such dues withheld shall be made to the Treasurer of the NTA within five days following each payroll date.
- G. For those who choose to participate, the District will provide for payroll deduction for Vote COPE contributions.

14.2 TRS Loans

Repayment of loans from the New York State Teachers Retirement System will be made according to the schedule provided by the Retirement System.

14.3 Credit Union Loans

Repayment of loans from the First New York Federal Credit Union will be made according to the schedule provided by the teacher, provided that the schedule is in even amounts except for a

first or last balancing payment, and provided that the authorization is filed with the Business Office prior to the 30th day of September of the school year. New authorizations shall be effective during the second semester if the authorization has been filed with the Business Office prior to the 31st day of January.

14.4 United Way

The District shall provide for payroll deduction of a regular amount at each payroll period for contributions to the United Way. The District will provide for overall administration of the United Way appeal, and the NTA will distribute information concerning the United Way appeal and transfer pledges or contributions to the district liaison person with the United Way.

14.5 Savings Plans

The Board of Education shall provide for payroll deduction of a regular amount at each payroll period for 403b investments.

14.6 NYSUT Benefit Trust

The district shall provide a payroll deduction for contributions by employees to the NYSUT Benefit Trust. Requests by employees for contributions to such Trust or changes in a previous request shall be submitted to the District prior to October 1 of each school year. The NTA shall indemnify the District for any claims made by an employee in connection with the administration of this payroll deduction option.

14.7 Flexible Spending Plan

The District shall provide employees a flexible-spending plan.

ARTICLE 15

TEACHER RECRUITMENT AND SELECTION

15.1 A. The organization of recruitment of teachers to apply for employment in the Niskayuna School District is the responsibility of the Superintendent. All district personnel are encouraged to invite qualified colleagues to apply for employment in the Niskayuna School District.

B. All candidates applying for a position in the Niskayuna Schools must initiate their applications at the District Personnel Office.

C. The personnel office will post in each school a list of available positions.

After applications have been processed and screened, individuals will be interviewed by the appropriate administrator and/or the appropriate supervisor, and the Superintendent or designee. Employment procedures during vacation periods will of necessity vary from the regular school year procedure. After the candidates have been interviewed, a finalist list will be developed by the interviewer.

The finalists will then be asked to return to the District for further interviewing and for school visitation. When the candidates visit the school, it is expected that one or more teachers will have the opportunity of talking with the candidate. It is the responsibility

of the school principal and/or the supervisor to see that the teacher or teachers designated for interviewing have the opportunity of meeting the candidates.

Teachers who are part of the interviewing process have an obligation to submit an interview report to the principal.

ARTICLE 16

BENEFITS AND COMPENSATION

16.1 Benefits

A. Comprehensive Medical/Dental Coverage

Comprehensive medical/dental insurance coverage shall be made available to any unit member employed .5 FTE or more with the district. This insurance shall be provided through a mutually acceptable carrier. At least two plans shall be available, with at least one plan having portability.

B. Premium Costs

The District will provide health insurance through the Blue Cross EPO (Exclusive Provider Organization) and the Blue Cross PPO (Preferred Provider Organization) plans. The District will provide dental insurance through a self-funded, point of service plan that will be administered by Delta Dental.

EPO and Dental Premiums

The percentage of payment for the Blue Cross EPO plan and the Delta Dental plan shall be as follows:

<u>Effective Date</u>	<u>District %</u>	<u>Employee %</u>	<u>Doctor Office Visits (Co-pays)</u>
July 1, 2021	78%	22%	\$25
July 1, 2022	78%	22%	\$25
July 1, 2023	78%	22%	\$25
July 1, 2024	78%	22%	\$25
July 1, 2025	78%	22%	\$25

PPO Premiums

The District shall pay the same dollar amount as it pays for the EPO plan toward the cost of coverage for the PPO plan.

New Hires – Employees hired 1/1/07 and thereafter shall join the EPO Plan at the premium split in effect at the time of hire. Upon receipt of tenure or 5 years of service in the district, the employee shall have the choice of either the EPO or PPO plan.

- C. Health Reimbursement Account - The district shall have developed a plan for Health Savings Reimbursement Accounts. The design of this plan shall call for the district to make an annual deposit of \$300 for each unit member and permit the carryover and accumulation of unused balances at the end of each year. Vesting will occur after 7 years in the plan and an unused balance can be carried into retirement. Effective July 1, 2019 the annual deposit shall be increased to \$350 for each unit member.

D. Retiree Health Insurance

Eligibility

For employees with an effective date of employment prior to July 1, 2019, in order to receive comprehensive medical/dental insurance coverage in retirement, the individual must have at least five years of continuous service and be enrolled in the district's health insurance plan prior to retirement. The retirement must be a bona fide retirement in accordance with the rules of the retirement system to which the individual belongs.

For employees with an effective date of employment on or after July 1, 2019, in order to receive comprehensive medical/dental insurance coverage in retirement, the individual must have at least ten years of continuous service and be enrolled in the district's health insurance plan prior to retirement. The retirement must be a bona fide retirement in accordance with the rules of the retirement system to which the individual belongs.

An approved unpaid leave of absence during the employee's final ten (10) years of service shall not constitute a break in service.

Retiree Premiums

For the EPO plan, the district shall pay 72.5% of the premium, with the retiree responsible for the remaining 27.5%. For the PPO plan, the District shall pay the same dollar amount it would pay for the EPO plan toward the cost of the PPO plan for retirees. For the dental plan, the district shall pay 72.5% of the premium, with the retiree responsible for the remaining 27.5%.

E. Medical/Dental Insurance Review Committee

The District shall establish a Medical/Dental Insurance Review Committee to review claims experience, plan utilization, plan costs, as well as make recommendations to the NTA and the District. Three members shall be appointed by the District and three members shall be appointed by the Niskayuna Teachers' Association.

F. Life and Accident Insurance

A \$2,000 life and accidental death insurance policy is provided for all employees enrolled in the health insurance plan. 75% of the premium is paid by the employee and 25% by the school district.

G. Short Term Disability

Short term disability coverage shall be provided to any unit member employed .5 FTE or more with the district, at 60% of the employee's contract salary, for up to one year from the first day of absence due to disability when the following conditions are met:

1. Use of accumulated sick time is exhausted (as per Article 12.1E).
2. Use of sick leave bank is exhausted (as per Article 12.2A).

Upon meeting the aforementioned conditions, short term disability coverage shall be provided for a period not to exceed one year from the first day of absence due to the disability.

H. Long Term Disability

An employee covered by this contract and employed at .5 FTE or more is eligible for long term disability coverage at the rate of 60% of the employee's contract salary. This coverage is a coordinated benefit that may be reduced by other income benefits received by the employee. Employees 64 years of age or older are not eligible to receive the long-term disability benefit.

16.2 Compensation

- A. 1. No later than June 30, 2021 all unit members shall receive a one-time off schedule payment of \$400.

Contractual stipends shall be adjusted to reflect increases indexed to the salary increases in each year of this agreement beginning with the 2022-2023 salary increase.

The salary schedules* for period July 1, 2022- June 30, 2026 shall be as follows:

July 1, 2021	Step plus 1.1%
July 1, 2022	Step plus 1.5%
July 1, 2023	Step plus 1.45%
July 1, 2024	Step plus 1.30%
July 1, 2025	Step plus 1.30%

*Agreed upon salary schedules shall be attached hereto as Appendix "A"

2. On the first Friday of the school year in September, employees will be paid one-half (1/2) of their pay that would otherwise be due the first pay day in September.
3. Effective September 1, 2019, all unit members shall enroll in and receive all wages, salary, and other disbursements through direct deposit unless otherwise agreed upon by the parties.
4. MS/HS substitute coverage for classes: \$25/period for teachers who cover when no substitute is present. When a substitute vacancy occurs due to the inability of the substitute service to fill an open position, coach release time or other district mandated meeting, a unit member will be paid \$25 per period at the MS or per mod at the HS. If no unit member volunteers, the building principal may assign a unit member to cover the open period/mod.
5. Longevity. Effective July 1, 2018, members reaching the following in-district years of service milestones shall receive the following one-time non-elective employer contributions into the member's 403b account:

Year 10	\$500
Year 15	\$750
Year 20	\$1,000
Year 25	\$1,250
Year 30	\$1,500

Prior to May 1, 2019 the parties will establish an agreed upon list of years of service as of June 30, 2018. The list will reflect years of active service in the district for each member.

These one-time payments will be made the first payroll in June of the school year when a member reaches each identified milestone but not in years between milestone years.

Any unit member who has not previously received a longevity payment and has more than 30 years District service as of July 1, 2020, shall be eligible for a one-time longevity payment of \$1,500.

- B. Placement on the master's schedule indicates a master's degree including 30 hours of accredited college courses.
- C. Under normal circumstances payroll checks will be issued on a bi-weekly basis. Ten-month employees may elect 1/21 of the yearly salary each payday, or 1/26 of the yearly salary each payday. Under the 1/26 plan, 5/26 of the yearly salary will be added to the regular check on the last payday in June. Eleven- and twelve-month employees will receive 26 pay checks of equal gross amounts during the school year.
- D. Credit on the salary schedule will be granted to teachers who have a bachelor's or a master's degree and who hold New York State provisional or permanent teaching certification for courses taken in accredited institutions as follows:
 - 1. There will be no payment for teachers on the bachelor's schedule for courses required for initial permanent certification. Credit for hours previously granted, however, shall be continued.
 - 2. Except as provided in Section 16.2(d) (1), salary credit for teachers employed on the Bachelors Schedule will be paid at the rate of \$22 per semester hour of approved credits in blocks of three, up to a maximum of 75 hours beyond the Bachelor's Degree Schedule.
 - 3. Graduate Credit: Salary credit for teachers employed on the master's schedule will be paid at the rate of \$36.50 per semester hour of approved credit in blocks of three, up to a maximum of 75 hours beyond the master's degree schedule. Salary credit shall be determined without rounding up to the nearest whole number before assigning the level of salary credit for any employee (e.g., an employee with 35.5 graduate credit hours will be paid at the 33 graduate credit hour level and will not be paid at the 36 graduate credit hour level, as the employee has not yet earned the minimum of 36 graduate credits hours required to move to the next level).

The graduate credit rate will be as follows:

July 1, 2021	\$36.50
July 1, 2022	\$37.00
July 1, 2023	\$37.50
July 1, 2024	\$38.00
July 1, 2025	\$38.50

- 4. Additional Degrees: Teachers who have earned an Educational Specialist Certificate or two Master's degrees will receive an annual amount above the Master's Schedule, which is specified in Appendix F.

The stipend amount will be as follows:

July 1, 2021	\$1,300
July 1, 2022	\$1,350
July 1, 2023	\$1,400
July 1, 2024	\$1,450
July 1, 2025	\$1,500

Those who have earned a Doctorate will receive a maximum amount above the Master's Schedule, which is specified in Appendix F. These payment amounts are indexed as defined in Section 11.3 (D).

The stipend amount will be as follows:

July 1, 2021	\$2,350
July 1, 2022	\$2,400
July 1, 2023	\$2,450
July 1, 2024	\$2,500
July 1, 2025	\$2,550

5. Teacher Leaders: Teacher Leaders shall be entitled to an additional three (3%) annual salary stipend and shall continue to receive any benefits they would otherwise be entitled to as a full-time employee of the District.
6. National Board Certification, Renewal and Maintenance of Certification

All educators must notify the Office of Instruction prior to submitting any applications or requests for reimbursement of payments.

**Educator pursuing initial National Board Certification/ Candidacy:
Application Fees:**

The candidate must complete and fully submit the NYSED Albert Shanker Grant application prior to being eligible for reimbursement of the NBPTS application costs.

When NYSED Albert Shanker Grant funds have been exhausted, the district will pay one-half of the NBPTS fees upon proof of payment from the candidate. The other half will be reimbursed to the NBCT upon achieving certification. All receipts must be forwarded to the Office of Instruction within thirty (30) days of achieving certification for approval.

Release Time:

The candidate will receive up to five (5) release days within their submission period (up to 3 years) to complete component requirements, participate in entry review, and attend meetings with their cohort or other candidates. In addition, pursuant to CBA §12.5 (Educational Visitation) a teacher may access up to three (3) days for education visits. All release days must be submitted to the building principal or Department Director for approval.

The candidate must notify the district within thirty (30) days after they have submitted all four components.

National Board-Certified Teacher (NBCT)

Achieving National Board Certification:

The National Board-Certified Teacher (NBCT) shall receive a ~~\$2,000~~ an annual stipend per year for the life of their certification. (See Appendix F.) The stipend amount will be as follows:

July 1, 2021	\$2,200
July 1, 2022	\$2,300
July 1, 2023	\$2,400
July 1, 2024	\$2,500
July 1, 2025	\$2,600

To be eligible for this stipend, the member must first provide a copy of their certification to the Office of Instruction.

Renewal and Maintenance of Certification (MOC after 2021):

To be eligible for reimbursement from the District, all NBCT must notify the Office of Instruction prior to submitting any applications or requests for reimbursement of the renewal fees. The district will reimburse the teacher for one-half of the total fees upon receipt of proof of payment.

During the renewal or MOC process, the NBCT may utilize up to three (3) educational visitation days for any required work as set forth in CBA §12.5 (Educational Visitation).

7. Other Certifications: Teachers who obtain a Speech Language Therapist Certification of Clinical Competence (SLT/CCC) shall receive an annual stipend for the ten (10) years following the certification. (See Appendix F.)

The stipend amount will be as follows:

July 1, 2021	\$2,200
July 1, 2022	\$2,300
July 1, 2023	\$2,400
July 1, 2024	\$2,500
July 1, 2025	\$2,600

School Psychologists who receive National Certification (NCSP) shall receive an annual stipend. The stipend amount will be as follows:

July 1, 2021	\$500
July 1, 2022	\$550
July 1, 2023	\$600
July 1, 2024	\$650
July 1, 2025	\$700

The District bills the Medicaid system for services rendered by qualified professionals. The District will pay for the professional licensure that enables the NTA member to sign off on Medicaid billing documents. This includes OTs, PTs, Speech Pathologists, School Psychologists and Social Workers.

NTA members who work with students that qualify for Medicaid will be reimbursed for their registration fee.

8. Tuition Reimbursement: To encourage certified teachers to take courses that will lead to multiple certifications, or courses that will enhance the teacher's proficiency in his or her current assignment, teachers may elect a course reimbursement option as an alternative to salary credit on the NTA salary

schedule at a course reimbursement rate equal to the tuition charged per credit hour by the State University System.

To qualify for this option a teacher who is seeking another certification must make application to the Superintendent specifying courses that will qualify the teacher for permanent certification in another teaching area. This course of study shall be based on courses required by the New York State Education Department and taken at accredited higher education institutions. A teacher who is taking coursework at an accredited institution to improve his/her proficiency in a current or new instructional assignment, may elect this option if recommended by his/her Principal and immediate supervisor and approved by the Superintendent.

Payment shall be made to the teacher upon providing evidence of course registration. An official transcript must be furnished to the district office providing evidence of successful completion of the course. Lack of such evidence shall result in the teacher reimbursing the District.

The teacher shall become eligible for credit on the salary schedule in September or February of the school year following the point in time when the tuition cost paid by the District reaches the sum of money the teacher would have received for the credit earned.

9. Credit for course work: Teachers who have completed prior approved courses by September 1 which were not previously credited shall submit official transcripts covering this work no later than the second Friday in October for this credit to be reflected in their salary rate effective September 1. Amended salary notices will be issued to eligible teachers early in November. Teachers who complete courses by February 1 shall submit official transcripts not later than the third Friday in February for credit in salary rate effective February 1. Official transcripts shall be submitted to the Personnel Office. The teacher is required to provide all documents requested.

E. Prior approval by the Superintendent or designee is necessary in order to receive salary credit in the following areas: courses taken to improve the teacher's skill in a present assignment, district sponsored programs at the rate of one hour credit for each 15 hours of class meeting time, in-service courses and programs sponsored by other school districts or institutions which meet the same requirements and preparation time as graduate level courses.

1. Courses taken to meet provisional certification will not qualify for salary credit.
2. Permanently certified employees who plan to take courses for professional improvement shall consult with the building principal/director (secondary) to discuss the nature of the course and the impact the course will have on the present assignment prior to requesting the Superintendent's approval.

F. Full-time professional personnel include those who are assigned to positions with full day responsibilities for every day in an applicable work calendar from the date of employment. Part-time, professional personnel include all others who are assigned either for less than a full day or for less than all days in the work calendar.

The salary for full-time professional personnel is computed on the basis of regular salary schedules and policies.

The salary for part-time professional personnel is computed in proportion to the salary rate of full-time professional personnel.

Initial salary placement for other than full-time personnel is to be computed as though the position were full-time and then reduced to the fraction of time of the position.

G. Compensation/Work Year for:

Guidance Counselor and School Psychologist

The work year for these positions is the regular work year for all NTA members.

1. In addition to the regular work year, guidance counselors and psychologists¹ will be compensated for the days worked in addition to the regular work year. Compensation will be at a 1/200th per diem rate of his/her respective base salary schedule, graduate credits, and advanced degree.
2. High school counselors and psychologists will be compensated for a minimum of 5 and a maximum of 9 days. Middle school and elementary counselors and psychologists will be compensated for a minimum of 5 days and a maximum of 7 days. 4 of the 9 HS days will be scheduled for the department to work collaboratively.
3. The dates, number of days, and work shall be subject to approval by the Assistant Superintendent for Instruction or designee. The district may authorize additional days beyond the maximums described above as needed.

H. Credit for Prior Experience

1. Teachers entering the Niskayuna Central School District may receive credit for prior teaching experience.
2. Credit may be received for other service, i.e., for military service, and for professional level employment in related fields.
3. Service of eight months or more is considered a year and service of four to seven months is considered a half year in the accumulation of prior experience credit.
4. The Superintendent is to recommend placement on the appropriate step of the salary schedule to the Board of Education.

I. Salary Notices

Salary notices for the following school year are to be issued by April 15 or within two weeks of the ratification of a revised salary schedule, whichever is later.

¹ School Psychologists who are currently receiving a 1.10% "responsibility ratio" based on their individual 2014-15 salary will continue to be paid that same specific amount for the duration of this contract.

J. Approved Travel Reimbursement

Whenever a personal car is used by an employee for approved school business travel, the district will reimburse the employee with the mileage rate as established by Internal Revenue Service. Future adjustments in the mileage rate shall be in conformance with the Internal Revenue Service standard deduction for business travel. If the IRS shall change this rate, the district shall adjust its mileage reimbursement to the new IRS rate, effective July 1, of the next school year.

- K. Beginning July 1, 2019 newly hired teachers who are employed prior to March 1st will advance a step in the subsequent year. Teachers hired on or after March 1 will remain on the same step for the subsequent year. Teachers who are in an unpaid leave status for more than 50% of a school year shall not advance a step in the subsequent year.

16.3 Retirement Benefit

A. Eligibility

A retiring unit member shall be entitled to the retirement benefit described below if they meet the following requirements:

Unit members will receive 15% of their final year's salary*.

The unit member must have a minimum of ten (10) years of service credit in the New York State Teachers' Retirement System and, for unit members retiring prior to age 55, a minimum of five (5) year's teaching service in the Niskayuna Central School District.

The resignation must be effective for June 30th.

*Final year's salary calculation will include base salary, graduate credits, second masters degree, CAS, PhDs, National Board Certification. The final year's salary is based upon the immediate twelve (12) months' salary prior to retirement.

B. Payment Procedures

The retirement benefit shall be paid in two equal installments. 50% of the incentive shall be paid by July 31. The other 50% of the incentive shall be paid by November 1. Both payments shall be paid by the District as a Non-Elective Employer Contribution to a 403(b)-program able to accept such amounts, subject to the contribution limits as outlined in the Internal Revenue Code. The first and second installments will be directed to the 403(b) fund up to the amount determined by applying the maximum allowable contribution limits of IRS 415(c) as it applies to IRS section 403(b) programs. The remainder, if any, of the incentive shall be paid to the employee in the form of taxable compensation and reported on the employee's W-2, wage and withholding statement. Employees will be notified of payments to the 403(b) fund within ten working days of each installment.

The district will select a 403(b)-provider approved by the NTA as long as there is such a qualified provider for remittal of non-elective employer contributions. Should there not be such a qualified provider approved by the NTA at any time, the District and the NTA will mutually determine and agree to a sole 403(b) provider for remittal of non-elective employer contributions. Until such agreement between the District and the NTA is reached, the District shall select a sole 403(b) provider for remittal of non-elective

employer contributions. This provider may be changed through mutual agreement but must be utilized by everyone eligible on a prospective basis.

In the event that a change in Federal or State Law preclude the employer from contributing the retirement incentive to a tax-sheltered account, thereby obviating the intent of this agreement, the payment of the retirement benefit shall be paid directly to the employee through payroll, in two equal installments as outlined above, as taxable compensation and reported on the employee's W-2.

C. Application

Teachers entitled to receive the retirement benefit must notify the Superintendent in writing of this intention on or prior to February 1.

Teachers who notify the Superintendent by October 1 of their intention to retire effective the end of the current school year shall be entitled to a \$1,000 early notification incentive payable into the employee's 403(B) account in June of the retirement year.

16.4 Payment for Accumulated Sick Leave

A bargaining unit member who is retiring and is not eligible to receive the Retirement Incentive outlined in Article 16.3 may receive payment for their accumulated sick leave days at the rate of \$40 per day.

The above schedule shall apply to the number of sick leave days accumulated as of the prior June 30 for unit members who retire during a school year.

Written notification must be provided to the Superintendent by February 1 of the year preceding retirement or, if retiring during the school year, must provide written notification to the Superintendent 120 days prior to the retirement date. This notification requirement may be waived by the Superintendent under extraordinary circumstances.

ARTICLE 17

**PERFORMANCE REVIEW AND COMPENSATION
FOR INTERSCHOLASTIC COACHES**

17.1 Performance Review for Coaching Interscholastic Athletics

Coaches shall be evaluated on an annual basis.

The Director of Athletics will:

- A. At the conclusion of the sport season, prepare and meet with each head coach to review the performance review document entitled "Performance Review for Coaching Interscholastic Athletics, Head Coach".
- B. At the conclusion of the sport season, meet with each head coach and prepare the performance review document entitled "Performance Review for Coaching

Interscholastic Athletics, Assistant/Sub Varsity". Each head coach will meet with each assistant/sub varsity coach to review the performance evaluation.

- C. The original copy of the performance reviews will be forwarded to the Office of Human Resources and placed in the coach's personnel file. A copy will be maintained by the Director of Athletics and a copy sent to the coach.

17.2 Compensation of Interscholastic Coaches

- A. The Coaches Salary Schedule is based on the concept that all sports and teams are equally important, and all participants are of equal stature. Compensation for any coaching position has no relationship to a winning or losing record.
- B. The following considerations were analyzed and evaluated to establish compensation for interscholastic athletic coaches:
 - 1. Number of Practice Days
 - 2. Vacation Days
 - 3. Number of Participants
 - 4. Extra Long Days
 - 5. Special Conditions such as facility needs, equipment needs & transportation
- C. The base salary in the applicable contract year will be determined by multiplying Masters level Step 2 for the year by 10 percent. The result of this mathematical application will be known as the base. All other salaries will be a percentage of this base. Such percentages are reflected in the salary schedules.

All Coaches Salary tables will be indexed per the percent salary increase of the NTA Salary tables.

Unified Sports coaches are to be paid at the Intramural level (Appendix F Miscellaneous Rates) and multiplied by a factor of .25.

See Appendix E for coaching salary schedules.

- D. Longevity

Longevity will be granted for in-district or out-of-district coaching experience. The experience may be in coaching interscholastic, intercollegiate or professional athletics. It need not be in the same sport. The experience need not be continuous. Out-of-district experience will be granted up to five years.

- E. For interscholastic teams that play beyond sectional play (in state regionals or state finals), coaches shall receive an additional 1/20 of their coaching salary for all regional and state play.

- 17.3 New Coaching Positions. If new coaching positions are created, the placement on the salary scale will be determined by the district based on the justification prepared by the Director of Athletics. Each year, the Director of Athletics should examine any changes in the coaching scene which would result in the movement of a sport or sports to another category of the salary schedule and made recommendations to the Superintendent of Schools and the Board of Education. It is hoped in this way that this instrument will continue to reflect the coaching scene.

- 17.4 Time of Payment. Coaches will receive one-half of their salary in the first pay in October for the fall season; second pay in December for the winter season and the first pay in April for the

spring season, and the remainder at the conclusion of the season and when the coach has satisfied the necessary routines required by the Director of Athletics.

17.5 Compensation for Intramural/Extramural Activities

A. Teachers are to be compensated when the position title and rate of compensation are included in the Intramural, Extramural schedule listed in Appendix F.

B. The base salaries will be indexed for contract years as defined in section 11.3 (D).

ARTICLE 18

**EXTRA CURRICULAR ACTIVITIES
REVIEW COMMITTEE AND COMPENSATION**

18.1 Purpose

It shall be the responsibility of the committee to administer the extra-curricular activities program as follows: the placement or adjustments of activities on specific tier levels, recommendation of compensation, and the implementation of the extra-curricular activities procedures as identified in this article.

Existing and newly created extra-curricular activity advisors shall have a job description on file in the district office. The Superintendent will submit to the Board of Education recommendation(s) of the extra-curricular activities committee, concerning the formation of a new extra-curricular activity, increased compensation, or change in their level of an existing activity. The extra-curricular activity committee will develop the procedure by which this will take place.

18.2 Composition

The Superintendent and the President of the NTA shall appoint representatives to the Extra Curricular Activities Review Committee in the following manner:

Superintendent	- selects four members
NTA President	- selects four members

18.3 Definition

A. Tier I

Tier I activities are those which are essential to the functioning of the school and as such relate to the student body as a whole. The administration shall seek volunteers to be advisors to these activities.

If volunteers are not found, the administration and NTA will make a joint effort to fill these positions. If none are found the administration shall appoint advisors as outlined in Article 16.5.

An appointed advisor will not be required to serve two consecutive years.

- B. Tier II
Tier II activities are those deemed to be desirable but not essential to the functioning of the school and as such will only be filled by volunteers. If volunteers are not secured, administrative and NTA representatives shall develop, through a joint effort, procedures to fill these vacant positions.
- C. Tier III
Tier III activities are those deemed desirable and sanctioned by the administration.
- D. Tier IV
Tier IV is a sanctioned activity, initiated by the advisor and principal, without compensation to the advisor. Tier IV advisors do not fulfill obligations outlined under Tier I, II, and III requirements.

18.4 Calendar Process

Individuals shall submit applications by December 1 to the extra-curricular activity committee.

For the application form for extracurricular activities, see Appendix C.

On or before April 1 of each year all extra-curricular activities will be posted for the following year. Should additional activities be created after April 1 or if vacancies occur in approved activities, the positions will be posted for at least ten school days prior to the last day on which applications will be accepted. An exception will be made if a position must be filled in less than the 10-day time allocation. In this case, the posted notice will give the reason for the shortened time of posting. This list will include the rate of compensation for each position. In this way the article will continue to reflect current extra-curricular activity needs.

The district will not eliminate any extra-curricular activities after June 1, except upon the adoption of a contingency budget or the lack of sufficient interest on the part of students. If an activity is dormant for two consecutive years, an application must be filed to reinstitute the activity.

18.5 Process for Appointing Tier 1 Advisors

In the event that an advisor to a Tier I activity must be appointed, the individual shall be selected at random from a pool consisting of all full-time faculty at the building in question and represented by the bargaining unit.

The following will be exempt from the pool:

1. anyone less than 1.0 FTE at the building in question
2. anyone coaching two or more sports during the current year (exemption applies only to the current year).
3. anyone serving as an advisor to a Tier I, II, or III activity.
4. NTA President

The committee will develop and subsequently maintain a roster of high school staff indicating the eligibility for appointment to an extra-curricular activity. A staff member shall not be appointed until all other eligible people have served as a Tier I, II, or III advisor.

18.6 Appeals Process

Teachers who meet the established criteria for inclusion into the lottery may make an appeal to be excluded.

Appeals shall be made to the Principal, who will then meet with the President of the NTA and the teacher making the appeal. It is incumbent upon the teacher to show cause why an exclusion should be granted.

For an appeal to be sustained, both the Principal and the President must agree that the circumstances offered by the teacher are extraordinary. Exemptions granted are for the current school year.

18.7 Compensation for Advisors

- A. Compensation shall be based on the position title and rate as identified. See attached schedule for rates.
- B. If there is a vacancy in the Assistant level no additional compensation will be given to the other advisor.
- C. The compensation for advisors is indexed as defined in Section 11.3 (D).

18.8 Compensation for Drama / Musical Productions

- A. Compensation shall be based on the position title and rate as identified. See attached schedule for rates.
- B. Teachers employed by the Niskayuna Central School District are preferred as advisors for student musical productions and shall be given consideration with other candidates.
- C. The compensation for advisors is indexed as defined in Section 11.3 (D).

18.9 Compensation for Supervisory Duties

- A. Compensation for cafeteria supervision and bus supervision shall be an hourly rate. See attached schedule for rates.
- B. The compensation for supervisory duties is indexed as defined in Section 11.3 (D).

18.10 Payment Process

Advisors will receive 1/2 of their compensation in the second pay in December. The remainder will be paid at the conclusion of the activity subject to certification by the building principal that all requirements have been completed.

ARTICLE 19

PHYSICAL THERAPISTS AND OCCUPATIONAL THERAPISTS

19.1 Articles Pertaining to Physical Therapy and Occupational Therapy Staff

The articles in this Agreement shall cover Physical Therapists and Occupational Therapists as indicated by the following listing:

Article I – Preamble – applies.

Article 2 – Recognition – applies.

Article 3 – Rights and Responsibilities of BOE – applies.

Article 4 – Rights, Protection and Responsibilities of Association – applies.
Except 4.4 Part-time teachers and 4.5 excessed teachers.

Article 5 – Negotiations Procedures – applies.

Article 6 – Grievance Procedure – applies.
Except substitute Director of Special Education for Principal in 6.4 A, B.

Article 7 – Board Administration and NTA Liaison Committee meetings – applies.

Article 8 – School Calendar – applies.

Article 9 – Instructional Conditions – does not apply.
Except the assignments and reassignments and length of work day shall continue as in the past.

Article 10 – Teacher Assignments – does not apply, see Article 9.

Article 11 – Extended Programs – does not apply, except for 11.4 A, D, E.

Article 12 – Leaves – applies.

Article 13 – Professional growth – applies.

Article 14 – Payroll Deductions – applies.

Article 15 – Teacher Recruitment and Selection – applies

Article 16 – Benefits and Compensation – applies.
Except the ratios do not apply.

Article 20 – General – applies.

Article 20 – General – applies.

ARTICLE 20

GENERAL

20.1 Savings Clause

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

20.2 School District Policy

This Agreement constitutes School District policy for the terms and conditions of employment included in the Agreement. The employer shall negotiate those terms and conditions of employment that have been ruled mandatory subjects of bargaining by the Public Employment Relations Board. Any other terms and conditions of employment shall remain within the jurisdiction of District policy during the term of the Agreement as established by the Board. The District and the NTA shall carry out the commitments contained in the Agreement. This Agreement takes precedence over any conflicting District or NTA policy. Each party shall take action as may be necessary in order to give full force and effect to the provisions of this Agreement.

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

ARTICLE 21

DURATION

21.1 Duration

The provisions of this Agreement shall be effective as of July 1, 2021 and shall remain in full force and effect until June 30, 2026.

This Agreement is made and entered into this 19th day of Oct. 2021 by and between the Superintendent and the NTA.


Interim Superintendent


President, NTA


President, Board of Education


Chief Negotiator, NTA

APPENDIX A

TEACHER EVALUATION AND IMPROVEMENT ANNUAL PROFESSIONAL PERFORMANCE REVIEW (APPR)

Introduction

Pursuant to Education Law §3012-c, the following APPR Plan was negotiated between the Niskayuna Schools district and the Niskayuna Teacher's Association for the 2014-15 school year. The District and NTA agree to negotiate changes as made necessary by the expected release of new regulations by the State Department of Education pertaining to teacher evaluations in a timely manner consistent with state deadlines.

Section 1. Purpose of Evaluation

The APPR fosters two principles: quality assurance and professional development. It supports the work of all teachers. The NTA and the Superintendent of Schools recognize the Niskayuna Central Schools District APPR as the basis for the teacher evaluation and improvement process.

Section 2. Evaluation

The APPR score is composed of the following components:

- Student Learning Objective (20 points) OR NYS Student Growth score (20 points)
- Local assessment: 20 points
- Observation: 60 points for the observation

Total: 100 points

The following items govern the APPR plan:

A. The responsibility for supervision of teachers assigned to more than one school will be shared between the principal and the director. The administrators will decide which administrator will be responsible for primary authorship of the summative document. Each supervising administrator, however, will contribute to the summative document. In the event that the evaluations result in different conclusions, the evaluators are to discuss the evaluations with the Assistant Superintendent for Educational Programs and Instruction. The same process will be used for probationary and tenured teachers.

B. All formal observations will be announced to the teacher at least 5 school days before the observation and a pre-observation conference must be scheduled and conducted. The observation will be conducted openly with the knowledge of the teacher. The teacher shall carry out instruction rather than testing or study during the observation period. The post-observation conference shall occur within 10 school days of the observation.

If NYS student performance data has not yet been received by the end of June, the administrator will compute the final score on the summative rating sheet and a copy will be provided to the teacher by September 1, or when available from NYS. Otherwise, the completed observation will be sent to the Office of Instruction with the summative rating form, a copy of the Student Learning Objective (SLO) template (if appropriate), and evidence of performance on the local assessment by the final day of school. Written administrative evaluations shall include strengths and/or weaknesses observed and are to provide specific constructive suggestions for growth.

C. Per Education Law §3012-c, at least one observation must be unannounced. A minimum of one unannounced observation with written feedback will occur annually. This feedback will be provided within five school days of the unannounced observation.

D. In completing the annual APPR process for tenured and non-tenured teachers, the administrator may use all sources of information relating to the teacher such as: formal evaluations, teacher-administrator conferences, informal, and unannounced classroom visits, student performance data, reflections on practice (video, structured review of student work, surveys, etc.), and all other knowledge of the teacher's work.

E. The official personnel folder for each teacher is maintained in the Personnel office. A teacher has the right, in the presence of a representative of the Office of the Superintendent, to review the contents of his/her personnel folder, except those which have been provided in confidence, such as references from college placement offices and references from former employers. A teacher is entitled to know about, shall be informed of, and may read any report concerning conduct, service, character, or personality made by Niskayuna School personnel, prior to its being entered into the personnel folder. A teacher shall acknowledge having had the opportunity to review any such report by signing a copy with the expressed understanding that the signature does not indicate agreement or disagreement with the report. The teacher may submit a written statement concerning any such report, which shall be attached to the report. A teacher may make copies of the records open for inspection but may not remove records from the Personnel Office. A teacher may elect to have an additional witness of his or her own choosing present for the review of records.

F. HEDI bands for the SLO and local assessments are in Appendix A. Established HEDI bands will not be changed without agreement of both parties. In the event of multiple SLO HEDI scores, the scores shall be averaged and rounded up if the average is greater than or equal to .5

Section 3. Induction and Evaluation for Non-Tenured Teachers

Probationary teachers shall be evaluated according to the probationary procedures in the APPR plan approved by the Board of Education. The induction plan for teachers who are new to teaching and teachers who are new to the district is intended to develop the teacher's potential through a strong mentoring program, the production of a portfolio documenting their growth and development, and direct observations of their work in the classroom and in other relevant settings. The plan involves a three-year cycle for untenured teachers and a two-year cycle for those previously tenured in another district in New York State. A teacher tenured in a previous district completes Year 1 and Year 3. A part-time employee of less than .4 FTE will have one formal evaluation. A part-time teacher of .4 and above, will follow the APPR process as prescribed in NYS education law. A minimum of one unannounced observation with written feedback will occur annually. This feedback will be provided within five school days of the unannounced observation.

First and Second Year:

New teachers will receive a copy of the [2013 Danielson Framework for Teaching](#) during New Teacher Orientation, and, during this first year, they will attend all levels of training on the Framework that the district offers.

The district will assign a mentor to every newly hired teacher to the district. Throughout the first three years, a strong relationship needs to be encouraged between the new teacher, his/her mentors, and the district. During the first half of year one, the new teacher may observe the mentor teaching; the mentor may, in turn, observe the new teacher teaching.

By October 30, a formal observation by either the principal or the director shall be completed. The pre-observation conference shall include conversation surrounding the form, "Discussion Guide for Pre-

observation Conference.” The report of the observation shall take the form of a narrative with commentary, utilizing the language of the Danielson rubrics. Included within the commentary shall be reflections on the levels of performance within each element observed. During the post-observation conference (which should occur within ten school days after the observation), the teacher presents his/her reflections on the lesson based on the “Post-Observation Conference Form” and shares with the principal or director an activity, or assignment, and its resulting student work. The conference shall culminate with a joint identification of Domain areas for the teacher to work on over the course of the next few months.

By January 30, the teacher shall prepare a 30-minute videotape addressing the areas previously agreed upon. This will allow the teacher an opportunity to carefully analyze certain aspects of his/her teaching while providing documentation for review. The principal, director, mentor, and the teacher shall view the tape together (within 2 weeks of submission) with the intention of focusing on the components discussed following the first observation. Forms that would be relevant for this activity include lesson and unit plans, as well as the “Pre-conference Observation Conference” form. Suggestions shall be made for further growth before the final observation.

By the end of March for teachers in year 1, the supervisor who did not make the initial formal observation shall now make the second formal observation (the principal at the elementary level, principal, or director at the secondary level). The report of the observation shall again take the narrative form as described for the October observation, using the forms noted there. This observation precedes the final summative evaluation conference, which occurs shortly thereafter.

The Danielson observation and narrative process shall be completed by no later than March 30. The teacher and the principal and/or director take part in the Danielson conference, which shall take into account the observations and conferences that occurred over the course of the year, the teacher’s video, and any other knowledge of the teacher’s work which would include progress towards SLO’s and results of local assessments. The teacher’s portfolio shall be reviewed during this conference. The conference will focus on the Danielson domains and will allow for specific commentary related to the Domains and components. The report shall conclude with a recommendation regarding continuation of employment.

In addition, the probationary teachers shall also meet with their administrator by the last day of teaching in June to review progress on student achievement as related to their Student Learning Objective and local assessments.

Third Year:

Teacher’s performance shall demonstrative of the level of “effective and/or highly effective” in a majority of the Danielson subcomponents in year three to be in good standing for tenure appointment.

During this year the teacher shall complete the portfolio, which shall be a major source of evidence at the end of the year during the Danielson observation conference.

- The observation schedule and process shall be the same as described for the earlier years and a higher level of performance is expected.
- One of the formal observations (October or March) will be an extended-duration observation, meaning that the teacher will be observed for three consecutive hours at the elementary level, three periods with the same class at the middle level, and two (2) blocks with the same class over an 8-day cycle at the high school level.

The teacher shall be encouraged to engage in activities that contribute to the school or district. Advising an extra-curricular activity, serving on a school-level or district-level committee, taking leadership in department activities, developing curriculum or new courses are all ways this expectation might be met. These contributions shall be recorded in My Learning Plan and brought to the summative conference.

The teacher and the principal and/or director take part in the conference, which shall take into account the observations and conferences that occurred over the course of the year, the portfolio as completed at this point in the 3rd year, the teacher's video, progress on local assessments used each year, their NYS growth scores, and/or results from their SLO's plus all other knowledge of the teacher's work.

The teacher's portfolio and evidence pertaining to work on all Domains shall be carefully reviewed prior to the conference in preparation for discussion during it. The conference will focus on the Danielson domains and will allow for specific commentary related to the Domains and components. The report shall conclude with a recommendation regarding continuation of employment. It is then expected that the teacher shall complete the portfolio and Domain 4 work and submit it by no later than May 30.

Finally, the probationary teachers shall also meet with their administrator before the last day of teaching in June to review progress on student achievement as related to their Student Learning Objective and to complete the Teacher Rating Summary inclusive of all components.

Procedures as defined in "Education Law, Section 3031," shall be followed for teachers whose service will be discontinued or when tenure is not granted.

Optional Contents of the Professional Portfolio

- Professional Development –extracted from My Learning Plan
- Materials from the Formal Observations:
 - Class Profile
 - Lesson Plan (in any format)
 - Unit Plan (Understanding by Design format: essential questions, assessments, learning experiences)
- Use of instructional technology
- Contributions outside the classroom
- Notes from parents and/or students
- Photographs, video, podcast, wikis
- Danielson/NYS Teaching Standards crosswalk with personal notes
- Instructional Artifacts
- Directions or assignments that engage students in learning about the topic e.g., project guidelines, homework or class assignment, worksheet, etc.
- At least three samples of student work representing the low, middle, and high range of student work on the assignment.
- Assessment used within the unit or lesson, e.g., writing assignment with accompanying rubric, project with accompanying rubric, paper/pencil test with scoring key, etc., use of common assessments, evidence of Professional Learning Community work
- Any other items the teacher chooses to include.

A teacher in a nontraditional class (special education, speech, psychologist, counselor, and others agreed upon with supervisor) may substitute artifacts more relevant to his/her classroom experience or function within the district.

Section 4. Professional Evaluation for Tenured Teachers

Tenured teachers shall be evaluated according to the tenured teacher procedures in the APPR plan approved by the Board of Education following regulations of Education Law § 3012-c. This section applies to full-time tenured teachers, as well as part-time teachers at or above .4 and above FTE.

The plan for tenured staff recognizes that they are members of a professional community. It is based on two presumptions. The first is that a teacher at this level is competent and performance is at the "effective or highly-effective" level. The second is that it is every teacher's responsibility to continue to grow professionally. The tracking of professional development hours required by New York State (175 hours every 5 years for teachers hired after 2004) occurs through the use of My Learning Plan.

Danielson Observations

The formal observation process is conducted during the year at a time mutually agreed upon. The formal observation shall consist of a Pre-Observation Conference and the teacher may complete the Discussion Guide for Pre-and post-observation. The unannounced will occur sometime during the school year. After the unannounced, the teacher will receive a written summary of evidence from this visit and a personal conversation will follow. Evidence from this visit is not combined with evidence from the formal observation.

After the formal observation, a score is placed in the narrative for Domains 1,2,3 and 4a. The teacher and administrator can continue to collect evidence about the teacher's practice in 4 b-f. The final score will be given at the 60 Point Instructional Practice Meeting during the month of May. If any significant concerns are noted by the observer or teacher during a formal observation, additional formal observation(s) will be scheduled.

OBSERVATION TIMELINE:

A formal observation will be conducted as laid out in Section 2B.

Within 10 school days of the formal observation, the teacher must have a post-conference meeting with the evaluator. This meeting will include a review of the evidence of the lesson for Domains 1-3 and 4A. Within 20 school days of the formal observation, the evaluator will provide the written narrative of the observation with the assigned HEDI scores. Within 7 school days of receipt of the written narrative after the formal observation, the teacher must sign and return the observation to the evaluator. By signing the narrative, the teacher is not indicating agreement, just that they have read the narrative. If the teacher would like to attach a rebuttal to this document, they must do so within 15 school days.

Unannounced observation written feedback and personal conversation will be provided by the evaluator within 5 days of the observation as described in Section 2C.

All formal and unannounced observations will be completed by May 31.

For the Student Learning Objective (SLO): 20 points

If the teacher is in a class/grade level without a state provided growth measure, the teacher shall use student performance data from previous years and/or pre-assessments from September to gather baseline evidence of achievement of their students for the upcoming school year. These assessments may include all available NYS assessments, district created assessments that are used across the entire discipline and/or grade level, commercially available assessment from the state approved vendor list, or other information that the teacher views to be helpful to the target-setting process. The teacher will review these expectations for student performance and craft a target goal with that teacher's administrator by November 15 annually.

For the Locally Developed target goals 20 points:

All other teachers will receive up to 20 points from Local Common Assessments.

The teacher shall study that teacher's curriculum maps in conjunction with information on student performance to decide upon a target instructional achievement or proficiency goal(s) for their students for that year. If a teacher is in a grade/content area with a NYS assessment, the teacher may use this same state assessment with a different target. After discussion with that teacher's administrator, a decision will be made regarding the important and essential content to be learned and measured and the design of a corresponding measurable target goal. The format of this target will follow that prescribed in Education Law § 3102-c. This dialogue with the administrator will occur before November 15 annually.

MID-YEAR REVIEW

The Mid-Year Review will take place during the months of January and February for teachers with yearlong courses. For teachers with semester courses, this review will occur near the ten-week mark.

At the Mid-Year Review, the teacher will have the chance to discuss student progress towards their SLO and/or Local targets. This may include anecdotal information, changes in student status, or data collected throughout the year from common assessments, classroom assessments, etc. The Mid-Year Review may take place in small groups that have similar SLO and Local assessments (by grade level, department, etc.).

YEAR END MEETINGS**60 Point Instructional Practice Meeting (During the Month of May)**

Purpose: Danielson Observation Narrative final scoring

This meeting will include:

- Final scoring of the Danielson Observation Narrative (all 4 domains). (60 points)

All teachers will participate in a 60 Point Instructional Practice Meeting during the month of May. The annual summative evaluation of the teacher's performance will be based on formal observation, unannounced observations, informal observations, Domain 4 evidence and impact on student achievement. The teacher must sign the Danielson Observation Narrative within 7 days of receiving the written documentation. Signatures denote receiving the score. If a performance subcomponent will be rated a level 2 or below, it is expected that communication would have occurred prior to the year-end meeting.

If the teacher would like to attach a written rebuttal to the scores, the teacher may do so within 15 school days. It is expected that teachers bring to their Instructional Practice Meeting evidence for Domain 4. The final rating will be based upon the evidence reviewed at the Instructional Practice Meeting. Evidence must be presented to the supervisor if it was not readily observable. The raw score will be placed on the Niskayuna APPR Conversation Chart which is one of the approved conversion charts by NYSED.

Summative Student Performance Meeting (DDI)

Purpose: Scoring of SLO's and Locals

This meeting will include:

- Completion of the summative rating scale for all teachers who have all categories complete
- Review of student progress on the local assessment
- For those teachers without state growth scores, the results of student progress on the SLO

During the month of June, the Summative Evaluation (DDI) meeting will occur with the administrator. At this meeting, the summative rating sheet will be completed and the SLO and local scores will be determined. For teachers in grades 4-8, this meeting will serve to review the student performance of the local assessment.

If the teacher's SLO and Local scores are available at the time of the 60 Point Instructional Practice meeting, this meeting may take place at the same time. Otherwise, the Summative Evaluation Meeting will be conducted by the end of the school year and will include the scores available at the time (for teachers with an SLO for SLO and Local scores, for teachers receiving a state score the Local scores). At the Summative Student Performance Meeting, the teacher will be required to sign the Local Score, the SLO Score (if applicable), and the Summative Evaluation Rating Sheet (when all scores are available). Signature does not indicate agreement with the scores. A rebuttal may be attached if the teacher would like within 15 days of the Summative Evaluation Meeting.

The evaluation with the assigned HEDI category must be completed and provided to each teacher by the final day of school. However, for teachers with an assigned NYS growth score or who are waiting for NYS assessment scores, their final summative rating sheet will be completed by September 1, or when available from NYS. The summative conference whereby a rating on the Locally Selected Measures subcomponent and on the Other Measures of Effectiveness subcomponent must be computed and provided to the teacher in writing no later than the last day of the school year with or without a NYS growth score or SLO that uses results from a NYS assessment with delayed results. The administrator will meet with the teacher using the summative rating scale and review all relevant professional materials and student performance data from the prior year.

The teacher will bring any supporting evidence to the summative conference that relates to their SLO, if applicable, and their local assessment student performance target.

After careful analysis of all available assessment and teacher provided evidence, the administrator will place the teacher on the HEDI scale based upon the performance of their students for both the local and the growth measure.

Teacher Attendance

In the case of extended absences, the district will discuss with the NTA how that absence will affect the APPR process. In other words, if a teacher is out on leave, upon return there will be an unannounced and formal observation to the extent practicable. Any teacher on extended leave will be reported to the NYSED for APPR score purposes, as required.

Section 5: Targeted Assistance for Tenured Teachers

Appendix D, Section 5 of the APPR for instructional staff is designed to recognize and improve good teaching. For staff members who have not demonstrated proficient performance on the Danielson domains, a more directive and intensive system of support is necessary and is outlined in this section. Evidence of the need for targeted assistance will be directly observed and documented through unannounced and formal observations that result in a majority of ineffective and developing ratings in any one domain over the course of a school year. The teacher will be given the opportunity to explain or provide evidence related to an unannounced visit after the visit.

Purposes

- To demonstrate the commitment of the District to the ongoing growth and development of all staff.
- To improve the performance of staff members who have been identified by their principal or director as needing assistance in meeting district expectations relative to the Danielson domains and other elements of the APPR process.
- To implement a positive process to assist in professional growth.

Tenured teachers who are performing at the ineffective or developing level for one year may be placed on a Teacher Improvement Plan. A memo indicating that the teacher will be expected to complete the TIP shall be sent to the teacher, principal, or director, and NTA president. The teacher or the principal or director, may request other representation in all subsequent meetings regarding the concern.

Assistance Phase

1. A specific written plan will be developed which includes:
 - Growth-promoting goals that are specific, measurable, action oriented, realistic, and time-bound.
 - Strategies for resolution of the concern.
 - Time lines.
 - Indicators of Progress.
 - Resources and support needed, including the assistance of an NTA mentor mutually agreed upon. It is expected that the teacher is an equal partner in the reflection on practice and performance and contributes to the design of a plan that will support his/her growth.
2. The principal or director and the teacher set up a specific time to review what progress has been made.
3. Upon reviewing the teacher's progress one of the following recommendations will be made:
 - The concern is resolved, and the assistance is concluded.
 - The teacher remains in the Assistance Phase with revised goals and time lines.
 - The district may initiate proceedings to discipline or remove a teacher under New York State Law, Sections 3020 and 3020a.

Section 6: Appeals Process (Memorandum of Agreement)

Whereas, the NCSD and the NTA are required to implement a new APPR for teachers at NCSD specifically designed for the 2012-13 school year; and whereas, the parties desire to satisfactorily comply with this requirement; and whereas, the parties acknowledge that, in the event that NYS makes changes to the Education Law and/or regulations, the parties agree to bargain the impact of such changes to this agreement; and whereas, the parties agree that nothing within this MOA shall abrogate the collectively bargained rights of teachers, where applicable, or the rights of the NCSD, its BOE and Superintendent to discontinue the employment of a probationary teachers in accordance with Education Law Section 3012 and Section 3031 or restrict or limit the discretion of the Superintendent and BOE in making a determination on the status of a probationary teacher, and/or deny tenure in compliance with Education Law 3012-c and the collective bargaining agreement; and whereas, the NCSD and the NTA agree that this agreement shall sunset upon approval of a new APPR Plan. The APPR (as negotiated) will cover the first two elements as described below. The Appeals process will be detailed in this MOA. It is further agreed that the provisions of this plan supersede the relevant sections of the current

collective bargaining agreement for the teachers affected by this plan; and It is further agreed that the parties agree to continue their joint efforts to complete negotiations for the full APPR plan.

- A. **Teacher Request for Supporting Documents.** Within 5 work days of receipt of the yearly summative evaluation, a teacher may request, in writing, that the administrator issuing the APPR provide to the teacher a copy of any and all documents and written materials upon which the APPR was based. The authoring administrator shall provide all such documents to the teacher and the Assistant Superintendent of Instruction within 5 work days of the request. Only materials provided in response to this request shall be considered in the deliberations as to the validity of the APPR.

- B. **Right to Appeal.** Only tenured teachers who receive an APPR rating of "ineffective" or "developing" may appeal their APPR through the procedure described herein. A teacher may initiate a Level 1 appeal for any evaluation and maintain the right to attach a rebuttal to the APPR. A teacher may file only one appeal from a single APPR evaluation. 2. Probationary teachers may not file appeals through the procedure established herein but may file a written rebuttal which shall be attached to the APPR. 3. Appeals to the APPR shall follow in this order; Level 1 - Teacher and Administrator level-the teacher and the Administrator shall meet and discuss components of APPR and issues not agreeable to both parties. At this level, both Administrator and teacher shall try to resolve the teacher's concern at this level. If not resolved, teacher may go to the next level. Level 2 - APPR Appeals Committee-teacher brings appeal to Assistant Superintendent, who will initiate the committee appeals process, as defined below. If the issue is resolved, then APPR for that year would be considered complete. If not, the teacher may bring the APPR to the third step as defined below. Level 3 - Superintendent Level- If the issue is not resolved by joint committee of teachers and administrators, the appeal goes to the Superintendent, who will issue a final determination (in consultation with the NTA President). That determination is considered final. The Superintendent shall issue a final ruling on the APPR within a 10-calendar day period.

- C. **Filing of Appeal by Tenured Teacher.** A tenured teacher may file a written appeal of the APPR within 10 work days of the receipt of the requested supporting documents (detailed in A above). This appeal shall be sent to the Assistant Superintendent of Instruction and the evaluating administrator. An appeal of an APPR must be based upon one or more of the following grounds: The substance of the APPR; the district's failure to adhere to the standards and methodologies required for the APPR that are set forth in Education Law 3012-c and applicable rules and regulations; The district's failure to comply with locally negotiated procedure; and the district's failure to issue and/or implement the terms of the Teacher Improvement Plan, where applicable, as required under Education Law 3012. The written appeal document must clearly identify the grounds for appeal, and shall explain, in detail, why the appealing teacher believes the APPR should be modified.

- D. **Review by APPR Appeals Committee.** Appeals shall be referred for consideration by the APPR Appeals Committee, a standing committee made up of two tenured administrators, the ASI, and 2 tenured teachers taken from a pool within the district (1 elementary, 1 middle, 1 high school, 1 from a specials area and 1 at large) appointed by the President of the NTA. The committee composition for each appeal shall be appointed jointly by the NTA President and the Assistant Superintendent of Instruction. All members of the committee shall be appointed for a term of three years, and all members shall be required to complete the training required of lead

evaluators under the APPR regulations. The parties agree that in the event the work of the committee would require a member of the committee to consider an appeal from a member of the Level 2 committee, the appealing teacher shall have the option of having the NTA President and the Assistant Superintendent of Instruction appoint the committee to hear the appeal. The APPR Appeals Committee shall convene to consider the appeal within 15 calendar days of the filing of the appeal and shall issue a decision within 15 calendar days within the filing of the appeal. It is the responsibility of the teacher to demonstrate the deficiency of the APPR in question and the evidence in support of the teacher's claim shall be limited to the evidence and/or testimony submitted.

- E. Determination of Appeal. Upon the conclusion of its consideration of an appeal, each member of the committee shall vote to either uphold the APPR or modify the APPR. If the committee unanimously agrees on one of these choices, the committee shall give written notice of its decision to the appealing teacher, the president of the NTA and the Superintendent of schools, and the decision of the committee shall be final. In the event the committee is not unanimous in its decision on an appeal, the committee shall write a brief statement setting forth and explaining his or her recommendation for disposition of the appeal. The committee members' written statements, together with the full record of the appeal, shall then be forwarded to the Superintendent of Schools-who in consultation with the NTA president, shall issue a final decision on appeal within 10 days.

- F. Exclusivity of Appeal Process. The APPR process set forth herein shall be the sole method of appealing an APPR evaluation or at teacher improvement plan.

Negotiated HEDI Bands, 2013-15

SLO and Local – 20 point

Highly Effective			Effective									Developing						Ineffective		
20	19	18	17	16	15	14	13	12	11	10	9	8	7	6	5	4	3	2	1	0
97-100	93-96	89-92	87-88	85-86	83-84	81-82	79-80	77-78	75-76	73-74	71-72	69-70	67-68	65-66	63-64	61-62	59-60	48-58	37-47	0-36

APPENDIX B

GRIEVANCE FORM

- CONTRACT GRIEVANCE
- NON-CONTRACT GRIEVANCE

Date of Filing _____
Stage:
1. Principal/Designee _____
2. Superintendent/Designee _____
3. Board of Education _____

1. GRIEVANT _____

2. POSITION _____

Building _____

3. CONTRACT PROVISION ALLEGED VIOLATED

4. TIME, DATE, PLACE OF OCCURRENCE _____

5. STATEMENT OF THE GRIEVANCE (include events and conditions of the Grievance and person responsible)

6. REDRESS SOUGHT _____

7. RESPONSE _____

DATE

SIGNED

8. INITIAL APPLICABLE STATEMENTS

POSITION

I hereby accept the above determination

I hereby decline the above determination

I intend to process the grievance to the next stage

Signature of Grievant

Date

Use additional sheets if necessary

GRIEVANCE TIMELINE

DATE OF ALLEGED INCIDENT _____	40 SCHOOL DAYS
DATE OF INFORMAL DISCUSSION _____	10 SCHOOL DAYS
LEVEL I	
a. Date of Receipt of Grievance _____	10 SCHOOL DAYS
b. Date of Response _____	10 SCHOOL DAYS
LEVEL II	
a. Date of Receipt of Level I _____	
b. Date of Appeal to Asst. Supt. _____	10 SCHOOL DAYS
c. Date of Receipt of Appeal _____	
d. Date of Meeting _____	10 SCHOOL DAYS
e. Date of Response _____	10 SCHOOL DAYS
LEVEL III	
a. Date of Receipt of Level II _____	
b. Date of Appeal to Board of Ed. _____	10 SCHOOL DAYS
c. Date of Receipt of Appeal _____	
d. Date of Hearing _____	15 SCHOOL DAYS
e. Date of Response _____	15 SCHOOL DAYS

APPENDIX C

NISKAYUNA CENTRAL SCHOOLS

APPLICATION FOR APPROVAL OF EXTRACURRICULAR ACTIVITIES

NAME OF ORGANIZATION _____ DATE OF APPLICATION _____

EXISTING ORGANIZATION _____ NEW ORGANIZATION _____

ADVISORS NAME(S) _____

NATURE OF ORGANIZATION (CHECK MORE THAN ONE IF APPROPRIATE):

_____ SERVICE _____ SOCIAL _____ ACADEMIC _____ SPORTS _____ OTHER
(EXPLAIN)

SCHOOL BUILDING LOCATION OF ORGANIZATION

_____ HIGH SCHOOL _____ MIDDLE SCHOOL (IR VA) _____ ELEMENTARY (B, C, G, H, R – CIRCLE ONE)

NUMBER OF ACTIVE ORGANIZATION MEMBERS THIS YEAR _____

NUMBER OF ACTIVE ORGANIZATION MEMBERS LAST YEAR _____

HOW OFTEN WILL YOU FORMALLY MEET WITH MEMBERS IN HOURS PER WEEK EXCLUDING HOMEROOM? _____

HOW OFTEN WILL YOU INFORMALLY MEET WITH MEMBERS IN HOURS PER WEEK EXCLUDING HOMEROOM? _____

OTHER TIME FACTORS IN HOURS PER WEEK _____

PLEASE EXPLAIN _____

ANTICIPATED ANNUAL OPERATING BUDGET \$ _____

SOURCE OF INCOME (PLEASE EXPLAIN, I.E., DUES, DONATIONS, FOOD SALES, FLOWER SALES, ETC.)

PLEASE OUTLINE ANY OTHER FACTOR(S) PERTINENT TO YOUR ORGANIZATION OF WHICH YOU WOULD LIKE THE COMMITTEE TO BE AWARE (I.E., SAFETY ISSUES, DEADLINES, MANAGEMENT/PRODUCTION CONSIDERATIONS)

DO NOT WRITE BELOW THIS LINE

_____ APPROVED BY BUILDING PRINCIPAL

_____ DISAPPROVED BY BUILDING PRINCIPAL

_____ APPROVED BY COMMITTEE

_____ DISAPPROVED BY COMMITTEE

REASON(S) FOR DISAPPROVAL:

\$ _____ TIER I

\$ _____ TIER II

\$ _____ TIER III

APPENDIX D

Bachelor's Schedule					
Increases		1.50%	1.45%	1.30%	1.30%
	2021-22	2022-23	2023-24	2024-25	2025-26
1	48,204	\$48,927	\$49,637	\$50,282	\$50,935
2	49,210	\$49,948	\$50,672	\$51,331	\$51,998
3	50,567	\$51,326	\$52,070	\$52,747	\$53,432
4	52,022	\$52,802	\$53,568	\$54,264	\$54,970
5	53,467	\$54,269	\$55,056	\$55,772	\$56,497
6	54,845	\$55,668	\$56,475	\$57,209	\$57,953
7	57,116	\$57,973	\$58,813	\$59,578	\$60,352
8	59,181	\$60,069	\$60,940	\$61,732	\$62,534
9	61,336	\$62,256	\$63,159	\$63,980	\$64,812
10	63,750	\$64,706	\$65,644	\$66,498	\$67,362
11	65,133	\$66,110	\$67,069	\$67,940	\$68,824
12	66,610	\$67,609	\$68,589	\$69,481	\$70,384
13	67,708	\$68,724	\$69,720	\$70,626	\$71,545
14	69,129	\$70,166	\$71,183	\$72,109	\$73,046
15	70,369	\$71,425	\$72,460	\$73,402	\$74,356
16	72,452	\$73,539	\$74,605	\$75,575	\$76,557
17	74,460	\$75,577	\$76,673	\$77,670	\$78,679
18	77,010	\$78,165	\$79,299	\$80,329	\$81,374
19	80,005	\$81,205	\$82,383	\$83,454	\$84,538
20	82,243	\$83,477	\$84,687	\$85,788	\$86,903
21	87,187	\$88,495	\$89,778	\$90,945	\$92,127
22	89,804	\$91,151	\$92,473	\$93,675	\$94,893
23	91,493	\$92,865	\$94,212	\$95,437	\$96,677
24	93,223	\$94,621	\$95,993	\$97,241	\$98,505
25	94,951	\$96,375	\$97,773	\$99,044	\$100,331
26	95,711	\$97,147	\$98,555	\$99,837	\$101,134
27	96,412	\$97,858	\$99,277	\$100,568	\$101,875
28	97,110	\$98,567	\$99,996	\$101,296	\$102,613
29	97,802	\$99,269	\$100,708	\$102,018	\$103,344
30	98,978	\$100,463	\$101,919	\$103,244	\$104,587

Master's Schedule					
Increases		1.50%	1.45%	1.30%	1.30%
	2021-22	2022-23	2023-24	2024-25	2025-26
1	\$51,079	\$51,845	\$52,597	\$53,281	\$53,973
2	\$52,167	\$52,950	\$53,717	\$54,416	\$55,123
3	\$53,604	\$54,408	\$55,197	\$55,915	\$56,641
4	\$55,146	\$55,973	\$56,785	\$57,523	\$58,271
5	\$56,683	\$57,533	\$58,367	\$59,126	\$59,895
6	\$58,364	\$59,239	\$60,098	\$60,880	\$61,671
7	\$59,981	\$60,881	\$61,763	\$62,566	\$63,380
8	\$62,352	\$63,287	\$64,205	\$65,040	\$65,885
9	\$64,419	\$65,385	\$66,333	\$67,196	\$68,069
10	\$66,610	\$67,609	\$68,589	\$69,481	\$70,384
11	\$67,854	\$68,872	\$69,870	\$70,779	\$71,699
12	\$70,006	\$71,056	\$72,086	\$73,024	\$73,973
13	\$71,983	\$73,063	\$74,122	\$75,086	\$76,062
14	\$72,754	\$73,845	\$74,916	\$75,890	\$76,877
15	\$73,778	\$74,885	\$75,970	\$76,958	\$77,959
16	\$75,818	\$76,955	\$78,071	\$79,086	\$80,114
17	\$78,139	\$79,311	\$80,461	\$81,507	\$82,567
18	\$81,029	\$82,244	\$83,437	\$84,522	\$85,620
19	\$83,867	\$85,125	\$86,359	\$87,482	\$88,619
20	\$86,654	\$87,954	\$89,229	\$90,389	\$91,564
21	\$91,526	\$92,899	\$94,246	\$95,471	\$96,712
22	\$94,530	\$95,948	\$97,339	\$98,605	\$99,886
23	\$95,954	\$97,393	\$98,806	\$100,090	\$101,391
24	\$97,682	\$99,147	\$100,585	\$101,892	\$103,217
25	\$99,412	\$100,903	\$102,366	\$103,697	\$105,045
26	\$100,207	\$101,710	\$103,185	\$104,526	\$105,885
27	\$100,907	\$102,421	\$103,906	\$105,256	\$106,625
28	\$101,605	\$103,129	\$104,624	\$105,985	\$107,362
29	\$102,297	\$103,831	\$105,337	\$106,706	\$108,094
30	\$103,407	\$104,958	\$106,480	\$107,864	\$109,266

APPENDIX E

2021-22			Varsity Head Coach	Varsity Asst. Coach	JV Head Coach	JV Asst. Coach	Fr./Mod. Head Coach	Fr./Mod. Asst. Coach	8th Gr. Head Coach
Group	Sports	Experience	100%	80%	80%	75%	75%	65%	55%
I 100%	Wrestling, M. Football, M. Basketball, M., F.	Years 0-4	\$4,820*	\$3,856	\$3,856	\$3,615	\$3,615	\$3,133	\$2,651
		Years 5-9	\$5,620	\$4,561	\$4,561	\$4,270	\$4,270	\$3,718	\$3,236
		Years 10-14	\$6,360	\$5,241	\$5,241	\$4,945	\$4,945	\$4,178	\$3,696
		Years 15+	\$6,620	\$5,471	\$5,471	\$5,165	\$5,165	\$4,438	\$3,956
II 80%	Indoor Track Alpine Skiing Track, M., F. Ice Hockey Crew	Years 0-4	\$3,856	\$3,085	\$3,085	\$2,892	\$2,892	\$2,507	\$2,121
		Years 5-9	\$4,656	\$3,790	\$3,790	\$3,547	\$3,547	\$3,092	\$2,706
		Years 10-14	\$5,396	\$4,470	\$4,470	\$4,222	\$4,222	\$3,552	\$3,166
		Years 15+	\$5,656	\$4,700	\$4,700	\$4,442	\$4,442	\$3,812	\$3,426
III 75%	Skiing, Nordic Baseball, M. Softball, F. Lacrosse, M., F. Tennis, M., F. Soccer, M., F.	Years 0-4	\$3,615	\$2,892	\$2,892	\$2,711	\$2,711	\$2,350	\$1,988
		Years 5-9	\$4,415	\$3,597	\$3,597	\$3,366	\$3,366	\$2,935	\$2,573
		Years 10-14	\$5,155	\$4,277	\$4,277	\$4,041	\$4,041	\$3,395	\$3,033
		Years 15+	\$5,415	\$4,507	\$4,507	\$4,261	\$4,261	\$3,655	\$3,293
IV 60%	Bowling Golf Cheerleading Cross Country, M., F. Field Hockey Swimming, M., F. Volleyball, M., F.	Years 0-4	\$2,892	\$2,314	\$2,314	\$2,169	\$2,169	\$1,880	\$1,591
		Years 5-9	\$3,692	\$3,019	\$3,019	\$2,824	\$2,824	\$2,465	\$2,176
		Years 10-14	\$4,432	\$3,699	\$3,699	\$3,499	\$3,499	\$2,925	\$2,636
		Years 15+	\$4,692	\$3,929	\$3,929	\$3,719	\$3,719	\$3,185	\$2,896
Longevity Scale (These longevity amounts are included in the figures above)			Years 0-4	\$0	\$0	\$0	\$0	\$0	\$0
			Years 5-9	\$800	\$705	\$705	\$655	\$655	\$585
			Years 10-14	\$1,540	\$1,385	\$1,385	\$1,330	\$1,330	\$1,045
			Years 15+	\$1,800	\$1,615	\$1,615	\$1,550	\$1,550	\$1,305

**Salaries are based on Bachelor's Step 1 for applicable year. Please refer to Article 17.2(C).*

2022-23			Varsity Head Coach	Varsity Asst. Coach	JV Head Coach	JV Asst. Coach	Fr./Mod. Head Coach	Fr./Mod. Asst. Coach	Modified 9/ Mod. Head Coach	8th Gr. Head Coach
Group	Sports	Experience	100%	80%	80%	75%	75%	65%	60%	55%
I 100%	Basketball, M., F. Football, M. Ice Hockey Wrestling, M.	Years 0-4	5,217	4,174	4,174	3,913	3,913	3,391	3,130	2,869
		Years 5-9	6,017	4,974	4,974	4,713	4,713	4,191	3,930	3,669
		Years 10-14	6,717	5,674	5,674	5,413	5,413	4,891	4,630	4,369
		Years 15+	7,717	6,674	6,674	6,413	6,413	5,891	5,630	5,369
II 80%	Alpine Skiing Baseball, M. Indoor Track Lacrosse, M., F. Soccer, M., F. Softball, F. Track, M., F.	Years 0-4	4,174	3,339	3,339	3,130	3,130	2,713	2,504	2,295
		Years 5-9	4,974	4,139	4,139	3,930	3,930	3,513	3,304	3,095
		Years 10-14	5,674	4,839	4,839	4,630	4,630	4,213	4,004	3,795
		Years 15+	6,674	5,839	5,839	5,630	5,630	5,213	5,004	4,795
III 75%	Crew Field Hockey Skiing, Nordic Tennis, M., F. Volleyball, M., F.	Years 0-4	3,913	3,130	3,130	2,935	2,935	2,543	2,348	2,152
		Years 5-9	4,713	3,930	3,930	3,735	3,735	3,343	3,148	2,952
		Years 10-14	5,413	4,630	4,630	4,435	4,435	4,043	3,848	3,652
		Years 15+	6,413	5,630	5,630	5,435	5,435	5,043	4,848	4,652
IV 70%	Bowling Cheerleading Cross Country, M., F. Golf Swimming, M., F.	Years 0-4	3,652	2,922	2,922	2,739	2,739	2,374	2,191	2,009
		Years 5-9	4,452	3,722	3,722	3,539	3,539	3,174	2,991	2,809
		Years 10-14	5,152	4,422	4,422	4,239	4,239	3,874	3,691	3,509
		Years 15+	6,152	5,422	5,422	5,239	5,239	4,874	4,691	4,509
Longevity Scale (These longevity amounts are included in the figures above)		Years 0-4	0	0	0	0	0	0	0	0
		Years 5-9	800	800	800	800	800	800	800	800
		Years 10-14	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500
		Years 15+	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500

2023-24			Varsity Head Coach	Varsity Asst. Coach	JV Head Coach	JV Asst. Coach	Fr./Mod. Head Coach	Fr./Mod. Asst. Coach	Modified 9/ Mod. Head Coach	8th Gr. Head Coach
Group	Sports	Experience	100%	80%	80%	75%	75%	65%	60%	55%
I 100%	Basketball, M., F. Football, M. Ice Hockey Wrestling, M.	Years 0-4	5,292	4,234	4,234	3,969	3,969	3,440	3,175	2,911
		Years 5-9	6,092	5,034	5,034	4,769	4,769	4,240	3,975	3,711
		Years 10-14	6,792	5,734	5,734	5,469	5,469	4,940	4,675	4,411
		Years 15+	7,792	6,734	6,734	6,469	6,469	5,940	5,675	5,411
II 80%	Alpine Skiing Baseball, M. Indoor Track Lacrosse, M., F. Soccer, M., F. Softball, F. Track, M., F.	Years 0-4	4,234	3,387	3,387	3,175	3,175	2,752	2,540	2,329
		Years 5-9	5,034	4,187	4,187	3,975	3,975	3,552	3,340	3,129
		Years 10-14	5,734	4,887	4,887	4,675	4,675	4,252	4,040	3,829
		Years 15+	6,734	5,887	5,887	5,675	5,675	5,252	5,040	4,829
III 75%	Crew Field Hockey Skiing, Nordic Tennis, M., F. Volleyball, M., F.	Years 0-4	3,969	3,175	3,175	2,977	2,977	2,580	2,382	2,183
		Years 5-9	4,769	3,975	3,975	3,777	3,777	3,380	3,182	2,983
		Years 10-14	5,469	4,675	4,675	4,477	4,477	4,080	3,882	3,683
		Years 15+	6,469	5,675	5,675	5,477	5,477	5,080	4,882	4,683
IV 70%	Bowling Cheerleading Cross Country, M., F. Golf Swimming, M., F.	Years 0-4	3,705	2,964	2,964	2,778	2,778	2,408	2,223	2,038
		Years 5-9	4,505	3,764	3,764	3,578	3,578	3,208	3,023	2,838
		Years 10-14	5,205	4,464	4,464	4,278	4,278	3,908	3,723	3,538
		Years 15+	6,205	5,464	5,464	5,278	5,278	4,908	4,723	4,538
Longevity Scale (These longevity amounts are included in the figures above)		Years 0-4	0	0	0	0	0	0	0	0
		Years 5-9	800	800	800	800	800	800	800	800
		Years 10-14	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500
		Years 15+	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500

2024-25			Varsity Head Coach	Varsity Asst. Coach	JV Head Coach	JV Asst. Coach	Fr./Mod. Head Coach	Fr./Mod. Asst. Coach	Modified 9/ Mod. Head Coach	8th Gr. Head Coach
Group	Sports	Experience	100%	80%	80%	75%	75%	65%	60%	55%
I 100%	Basketball, M., F. Football, M. Ice Hockey Wrestling, M.	Years 0-4	5,361	4,289	4,289	4,021	4,021	3,485	3,217	2,949
		Years 5-9	6,161	5,089	5,089	4,821	4,821	4,285	4,017	3,749
		Years 10-14	6,861	5,789	5,789	5,521	5,521	4,985	4,717	4,449
		Years 15+	7,861	6,789	6,789	6,521	6,521	5,985	5,717	5,449
II 80%	Alpine Skiing Baseball, M. Indoor Track Lacrosse, M., F. Soccer, M., F. Softball, F. Track, M., F.	Years 0-4	4,289	3,431	3,431	3,217	3,217	2,788	2,573	2,359
		Years 5-9	5,089	4,231	4,231	4,017	4,017	3,588	3,373	3,159
		Years 10-14	5,789	4,931	4,931	4,717	4,717	4,288	4,073	3,859
		Years 15+	6,789	5,931	5,931	5,717	5,717	5,288	5,073	4,859
III 75%	Crew Field Hockey Skiing, Nordic Tennis, M., F. Volleyball, M., F.	Years 0-4	4,021	3,217	3,217	3,016	3,016	2,614	2,413	2,211
		Years 5-9	4,821	4,017	4,017	3,816	3,816	3,414	3,213	3,011
		Years 10-14	5,521	4,717	4,717	4,516	4,516	4,114	3,913	3,711
		Years 15+	6,521	5,717	5,717	5,516	5,516	5,114	4,913	4,711
IV 70%	Bowling Cheerleading Cross Country, M., F. Golf Swimming, M., F.	Years 0-4	3,753	3,002	3,002	2,815	2,815	2,439	2,252	2,064
		Years 5-9	4,553	3,802	3,802	3,615	3,615	3,239	3,052	2,864
		Years 10-14	5,253	4,502	4,502	4,315	4,315	3,939	3,752	3,564
		Years 15+	6,253	5,502	5,502	5,315	5,315	4,939	4,752	4,564
Longevity Scale (These longevity amounts are included in the figures above)		Years 0-4	0	0	0	0	0	0	0	0
		Years 5-9	800	800	800	800	800	800	800	800
		Years 10-14	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500
		Years 15+	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500

2025-26			Varsity Head Coach	Varsity Asst. Coach	JV Head Coach	JV Asst. Coach	Fr./Mod. Head Coach	Fr./Mod. Asst. Coach	Modified 9/ Mod. Head Coach	8th Gr. Head Coach
Group	Sports	Experience	100%	80%	80%	75%	75%	65%	60%	55%
I 100%	Basketball, M., F. Football, M. Ice Hockey Wrestling, M.	Years 0-4	5,431	4,345	4,345	4,073	4,073	3,530	3,259	2,987
		Years 5-9	6,231	5,145	5,145	4,873	4,873	4,330	4,059	3,787
		Years 10-14	6,931	5,845	5,845	5,573	5,573	5,030	4,759	4,487
		Years 15+	7,931	6,845	6,845	6,573	6,573	6,030	5,759	5,487
II 80%	Alpine Skiing Baseball, M. Indoor Track Lacrosse, M., F. Soccer, M., F. Softball, F. Track, M., F.	Years 0-4	4,345	3,476	3,476	3,259	3,259	2,824	2,607	2,390
		Years 5-9	5,145	4,276	4,276	4,059	4,059	3,624	3,407	3,190
		Years 10-14	5,845	4,976	4,976	4,759	4,759	4,324	4,107	3,890
		Years 15+	6,845	5,976	5,976	5,759	5,759	5,324	5,107	4,890
III 75%	Crew Field Hockey Skiing, Nordic Tennis, M., F. Volleyball, M., F.	Years 0-4	4,073	3,259	3,259	3,055	3,055	2,648	2,444	2,240
		Years 5-9	4,873	4,059	4,059	3,855	3,855	3,448	3,244	3,040
		Years 10-14	5,573	4,759	4,759	4,555	4,555	4,148	3,944	3,740
		Years 15+	6,573	5,759	5,759	5,555	5,555	5,148	4,944	4,740
IV 70%	Bowling Cheerleading Cross Country, M., F. Golf Swimming, M., F.	Years 0-4	3,802	3,041	3,041	2,851	2,851	2,471	2,281	2,091
		Years 5-9	4,602	3,841	3,841	3,651	3,651	3,271	3,081	2,891
		Years 10-14	5,302	4,541	4,541	4,351	4,351	3,971	3,781	3,591
		Years 15+	6,302	5,541	5,541	5,351	5,351	4,971	4,781	4,591
Longevity Scale (These longevity amounts are included in the figures above)		Years 0-4	0	0	0	0	0	0	0	0
		Years 5-9	800	800	800	800	800	800	800	800
		Years 10-14	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500
		Years 15+	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500

APPENDIX F

Extra-Curricular Activities						
	# of Advisors	2021-22	2022-23	2023-24	2024-25	2025-26
Tier 1						
Grade 12	2	\$2,039	\$2,070	\$2,100	\$2,128	\$2,160
Grade 11	2	\$1,506	\$1,529	\$1,551	\$1,571	\$1,591
Grade 10	2	\$981	\$996	\$1,010	\$1,023	\$1,037
Grade 9	2	\$981	\$996	\$1,010	\$1,023	\$1,037
HS Yearbook - Advisor	1	\$2,384	\$2,420	\$2,455	\$2,487	\$2,519
HS Yearbook - Bus. Mgr.	1	\$1,506	\$1,529	\$1,551	\$1,571	\$1,591
Newspaper - Advisor	1	\$2,728	\$2,769	\$2,809	\$2,846	\$2,883
Newspaper - Assoc. Advisor	1	\$1,855	\$1,883	\$1,910	\$1,935	\$1,960
Student Congress	1	\$981	\$996	\$1,010	\$1,023	\$1,037
Iroquois - Broadcasting (TV Studio)	3	\$1,593	\$1,617	\$1,640	\$1,662	\$1,683
HS - Broadcasting (TV Studio)	1	\$1,593	\$1,617	\$1,640	\$1,662	\$1,683
Tier 2						
AFS	2	\$1,322	\$1,342	\$1,361	\$1,379	\$1,397
Drama	1	\$1,507	\$1,530	\$1,552	\$1,572	\$1,592
NICS	2	\$1,859	\$1,887	\$1,914	\$1,939	\$1,964
Key Club	2	\$1,080	\$1,096	\$1,112	\$1,127	\$1,141
Nisky Art	2	\$1,160	\$1,177	\$1,194	\$1,210	\$1,226
Gallery Club	1	\$977	\$992	\$1,006	\$1,019	\$1,032
Speech & Debate	1	\$1,896	\$1,924	\$1,952	\$1,978	\$2,003
Odyssey of the Mind	1	\$1,333	\$1,353	\$1,373	\$1,390	\$1,409
National Honor Society	2	\$1,507	\$1,530	\$1,552	\$1,572	\$1,592
MS Yearbook	1	\$1,690	\$1,715	\$1,740	\$1,763	\$1,786
MS Class Advisor	1	\$981	\$996	\$1,010	\$1,023	\$1,037
Tier 3						
All Tier 3 Activities	1	\$897	\$910	\$924	\$936	\$948

Musicals/Drama						
	# of Positions	2021-22	2022-23	2023-24	2024-25	2025-26
High School						
Director	1	\$3,102	\$3,149	\$3,194	\$3,236	\$3,278
Musical Director	1	\$1,809	\$1,836	\$1,863	\$1,887	\$1,912
Choral Preparation	1	\$1,551	\$1,574	\$1,597	\$1,618	\$1,639
Choreographer	1	\$1,034	\$1,050	\$1,065	\$1,079	\$1,093
Set Construction	1	\$905	\$919	\$932	\$944	\$956
Costumes	1	\$905	\$919	\$932	\$944	\$956
Producer	1	\$905	\$919	\$932	\$944	\$956
Business Manger	1	\$775	\$787	\$798	\$808	\$819
Rehearsal Acc Period	1	\$775	\$787	\$798	\$808	\$819
Hair and Make-up	1	\$517	\$525	\$532	\$539	\$546
Stage Manager	1	\$517	\$525	\$532	\$539	\$546
Properties	1	\$258	\$262	\$266	\$269	\$273
Elementary						
Musical Director (ensembles /choral/plays)	1	\$714	\$ 725	\$ 735	\$ 745	\$ 754
Middle School						
Producer/Director	1	\$1,160	\$ 1,177	\$ 1,194	\$ 1,210	\$ 1,226
Director/Conductor	1	\$714	\$ 725	\$ 735	\$ 745	\$ 754
Set Design	1	\$401	\$ 407	\$ 413	\$ 418	\$ 424

Miscellaneous Rates						
		2021-22	2022-23	2023-24	2024-25	2025-26
Summer School – Art. 11.3(A)		\$47.30	\$48.01	\$48.71	\$49.34	\$49.98
Curriculum – Art. 11.3(C)		\$30.33	\$30.78	\$31.23	\$31.64	\$32.05
Cafeteria Supervision – Art. 18.9(A)		\$27.71	\$28.13	\$28.53	\$28.90	\$29.28
Bus Supervision – Art. 18.9(A)		\$20.58	\$20.89	\$21.19	\$21.47	\$21.75
Driver Education – Art. 11.3(B)	Number of Students					
	15-18	\$4,861	\$4,931.48	\$5,002.99	\$5,068.03	\$5,133.91
	11-14	\$4,016	\$4,074.23	\$4,133.31	\$4,187.04	\$4,241.47
	7-10	\$3,104	\$3,149.01	\$3,194.67	\$3,236.20	\$3,278.27
Ed. Specialist/2 nd Master’s Degree/CAS – Art. 16.2(D)(4)		\$1,300	\$1,350	\$1,400	\$1,450	\$1,500
Doctorate - Art. 16.2(D)(4)		\$2,350	\$2,400	\$2,450	\$2,500	\$2,550
National Board Certified Teacher – Art. 16.2(D)(5)(NBCT)		\$2,200	\$2,300	\$2,400	\$2,500	\$2,600
Cert.of Clinical Competence – Speech (CCC/SLP) – Art. 16.2(D)(7)		\$2,200	\$2,300	\$2,400	\$2,500	\$2,600
Nat’l Certification - School Psychologists (NCSP) – Art. 16.2(D)(7)		\$500	\$550	\$600	\$650	\$700
Intramural/Extramural – Art. 17.5(A) (per season)		\$1,080	\$1,095.66	\$1,111.55	\$1,126.00	\$1,140.64
Unified Sports – Art. 17.2(C)		\$1,350	\$1,369.57	\$1,389.43	\$1,407.50	\$1,425.80