

APSTA

2011-2022

Agreement Between

The City School District of Albany

and the

Albany Public School Teachers' Association

July 1, 2011
through
June 30, 2022

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PREAMBLE

In order to effectuate the provisions of the Public Employees Fair Employment Act of the State of New York (Chapter 392 of the Laws of 1967) and to continue to encourage an effective and harmonious working relationship between the Board of Education of the City School District of Albany (hereinafter referred to as the "Board") and, its professional employees represented by the Albany Public School Teachers' Association (hereinafter referred to as the "Association"), this Agreement is hereby entered into.

WITNESSETH

WHEREAS, the Board of Education of the City School District of Albany and the Albany Public School Teachers' Association recognize that they have a common goal and responsibility of working together providing the finest educational opportunities for the students of the Albany Public School System, and both parties recognize their responsibilities in an increasingly complex structure and resources, in order to provide maximum educational opportunities, and

WHEREAS, the Albany Public School Teachers' Association recognizes that the Board of Education, under law, has the final responsibility for establishing policies for the District, and the Superintendent and their staff have the responsibility for carrying out established policies, and

WHEREAS, the members of the teaching profession are qualified to advise in formulating policies and programs designed to improve educational standards, and

WHEREAS, the Board of Education recognizes the desirability of consultation with staff prior to constructive changes in policies which govern the operation of the City School District, and

WHEREAS, the Association, as the representative of its teaching personnel, is empowered under the Public Employees Fair Employment Act to negotiate collectively with the Board with regard to terms and conditions of employment, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement, it is hereby agreed as follows:

ARTICLE 1

RECOGNITION

1.1 Nature and Terms

1.1.1 The Board of Education of the City School District of Albany having determined that the Albany Public School Teachers' Association is supported by a majority of the employees in a unit composed of all employees of said District, professionally certified by the Department of Education of the State of New York, or occupying positions for which such professional certification is normally required, Registered Nurses, while excluding the Superintendent of Schools, the central office administrative staff, certified administrators employed by the District as administrators, and substitute employees, by action taken March 27, 1968, hereby recognizes the Albany Public School Teachers' Association as the exclusive representative of the employees in such unit for the purpose of negotiations regarding wages, hours and terms and conditions of employment and in the settlement of grievances and for all other lawful purposes under the laws of the State of New York.

1.1.2 During the period of recognition hereunder or under any renewal of such recognition, the Board agrees not to negotiate or deal in any way with any other organization representing or claiming to represent employees within the employer-employee negotiating unit represented by the Association.

1.2 Unchallenged Representation Status

1.2.1 The period of unchallenged representation status shall extend until 120 days prior to the expiration of the Agreement or the maximum lawful period allowed by law.

1.2.2 In the event that any competing employee organization claims the right to represent the employees in said unit and furnishes the proof of membership and support as above specified, then the selection of employee representatives shall be determined in accordance with the Public Employees Fair Employment Act and the rules of the Public Employment Relations Board.

1.3 Dues Deduction

1.3.1 The Board agrees to deduct from the salaries of its employees dues for the Albany Public School Teachers' Association and its affiliated state and national teacher associations as said teachers individually and voluntarily authorize the Board to deduct via the dues deduction card (Appendix F),

and to transmit all monies to the Albany Public School Teachers' Association. Deductions will be made in equal installments corresponding to each pay period commencing with the second pay period in September. The Association shall act as the collecting agent for the dues deduction cards.

- 1.3.2 The Board agrees that during the term of this Agreement it will not accord dues deduction or similar check-off rights to any other organization representing or purporting to represent employees in the negotiating unit represented by the Association in accordance with the provisions of the Taylor Law.

- 1.4 **NYSUT Benefit Trust-Vote Cope/Payroll Deduction**

The District will provide payroll deduction to members of this bargaining unit for the NYSUT Benefit Trust and Vote Cope.

ARTICLE 2

DEFINITIONS

2.1 **Administration**

2.1.1 The Superintendent of Schools, central office administrative staff, and other certified administrators employed by the District as administrators.

2.2 **Association**

2.2.1 The Albany Public School Teachers' Association.

2.3 **Board**

2.3.1 The Board of Education of the City School District of Albany.

2.4 **Building Representative**

2.4.1 The duly designated representative or representatives of the Albany Public School Teachers' Association for each school building.

2.5 **Chief Executive Officer**

2.5.1 The Superintendent of the City School District of Albany, sometimes also referred to as Superintendent and Chief Administrative Officer.

2.6 **District**

2.6.1 The District refers to the City School District of the City of Albany.

2.7 **Negotiating Unit**

2.7.1 The group of employees recognized in Article 1.1.1.

2.8 **Special Education**

2.8.1 Those students identified as students with disabilities in accordance with applicable state and federal law (e.g. IDEA, Article 89 of the New York State Education Law, etc.).

2.9 **Teacher**

2.9.1 Any employee of the pre-kindergarten through 12th grade in the City School District of Albany in the employer-employee negotiating unit represented

by the Association, except where otherwise specifically provided.

2.10 Parent/Guardian

2.10.1 Parent, guardian, or person in parental relationship to the individual.

2.11 Joint Committee

2.11.1 A committee consisting of District level Administration and APSTA representatives. All teacher members of such committees shall be appointed by the Association and shall be members of the bargaining unit as well as current employees. Representatives from APSAA and/or APSUE may be invited to participate.

2.12 Family

2.12.1 A parent, grandparent, guardian, spouse, brother, sister, child, in-law, grandchild, step-child, step-parent, and step-sibling, or other member of the family who reside in the household (to include domestic partners, or any person with whom the teacher has a family-like relationship).

ARTICLE 3

RIGHTS AND RESPONSIBILITIES OF THE DISTRICT

3.1 Management Responsibilities

- 3.1.1 The District is responsible for the operation and control of the school system and its personnel as set forth in the Education Law of the State of New York. This includes, but is not limited to, the right to control educational policy, hire teachers and establish budgetary, taxing and other financial policies.

ARTICLE 4

RIGHTS AND RESPONSIBILITIES OF THE ASSOCIATION

4.1 **No Strike Pledge**

- 4.1.1 APSTA and the District subscribe to the principle that differences shall be resolved by peaceful means without interruption of the school program. APSTA, therefore, agrees that it shall not engage in a strike or cause, instigate or encourage a strike as defined by Section 201, Subdivision 9, of the Taylor Law.

4.2 **Association Use of Faculty Meetings**

- 4.2.1 At the close of the faculty meetings or at any time after the close of the school day and the completion of the educational program by staff, the Association may hold a meeting for its members.

4.3 **Use of School Rooms by Association**

- 4.3.1 The District will continue its policy of having principals make rooms available after school hours for teacher committees, groups or whole faculties or the entire membership of the Association.

4.4 **Meetings with Superintendent**

- 4.4.1 The Superintendent or his/her designee, will meet with all committees of the Association on any matters having to do with the improvement of education. All recommendations and proposals presented by the Association will receive careful consideration. Sufficient opportunity will be provided for an exchange of views and ideas.
- 4.4.2 The Superintendent shall meet annually with the officers and Advisory Council of the Association to report on the operation of the school system and to answer questions on a mutually agreed upon date between October 1 and November 30. The Superintendent or his/her designee shall meet with a building level labor management committee within 10 school days following a request for a meeting.
- 4.4.3 At other times during the year the Executive Committee of the Association may request a meeting of the Advisory Council with the Superintendent or his/her designee for special purposes. Such a meeting shall be scheduled within a reasonable time following such request.

4.5 Release Time for APSTA Duties and Officials

4.5.1 The President of APSTA and/or designee shall receive 10 days leave without loss of pay or annual leave entitlement.

4.5.2 Time necessary for Association representatives to attend conferences and conventions of affiliate state and national organizations, and more specifically, those sponsored by the New York State United Teachers (NYSUT), the American Federation of Teachers (AFT), the New York State Teachers' Retirement System and meetings of the AFL-CIO relating to teaching, shall be granted with pay and not charged to leave days. The number of days taken shall not exceed a total of 30 days per year. APSTA may request additional days from the Superintendent.

4.6 Release Time for the President of APSTA/Grievance Committee Chairperson

4.6.1 The President of APSTA shall be relieved of up to ½ of his/her instructional duties with APSTA reimbursing 50% of itinerant substitute replacement cost. The Grievance chairperson shall be relieved of 2/5 of his/her instructional duties with APSTA reimbursing 50% of itinerant substitute replacement cost. Both will remain full-time employees.

4.6.2 APSTA and the District agree to use the long-term experience substitute rate applicable in the District in any given year for determination of the value of reimbursement required from APSTA to the District for the release time set forth in this article (i.e. the rate used for the 2002-2003 school year is \$110 per day). For example, once the reimbursement provisions are applied in 2002-2003 this results in an obligation for APSTA to reimburse the District in the sum of \$27.50 per day for the President's release time and \$11 per day for Grievance Chairperson release time. The District shall invoice APSTA for this amount annually. APSTA may pay such invoice on an annual, semi-annual, or quarterly basis.

4.7 Forwarding of Information to the Association

4.7.1 Prior to the beginning of each school year, a mailing list of all employees in the bargaining unit shall be forwarded to the President of the Association with their building assignments and type of appointment. This list shall be updated semi-monthly where any changes have occurred.

4.8 Meeting with New Teachers

4.8.1 At the conclusion of the Superintendent's General Meeting in September, the President and/or other representatives of APSTA shall be afforded time

to make a presentation to the new teachers of the District. An announcement of the Association meeting with new teachers will be made during the Superintendent's meeting.

ARTICLE 5

TEACHER-ADMINISTRATION LIAISON

5.1 Communication Pledge

5.1.1 The Board recognizes that the Association has a vital interest in the operation of the City School District of Albany. The Board and the Association recognize the importance of communications.

5.1.2 The parties to this Agreement pledge their intent to further communications vertically and horizontally and to make every effort in that direction.

5.2 Teacher-Administration Relationship

5.2.1 Teachers are encouraged to avail themselves of the accessibility of the administrators. A mutually satisfactory relationship between staff and administrators will continue to be a cardinal principle of the Board of Education.

5.3 Teacher Meetings

5.3.1 APSTA and the District recognize the importance of faculty meetings.

5.3.2 Meetings shall be specific to the affected staff.

5.3.3 APSTA representatives shall have an equal part in generating an agenda for meetings.

5.3.4 Attendance at those meetings where an agenda has been jointly developed may be required by mutual agreement between the building administration and APSTA representatives. Administrators reserve the right to call an emergency meeting where attendance may be required.

5.3.5 An evaluation form shall be developed by mutual agreement between the building administration and APSTA representatives and utilized for all faculty meetings.

5.4 Notification of Policy and Program Changes

5.4.1 The Board will endeavor to keep the President of the Association and all school personnel informed of the programs as they are developed and of changes in the implementation of school policy and conditions of employment.

5.5 Labor Management

5.5.1 APSTA and the District shall maintain its Labor Management Committee consisting of the APSTA President, Grievance Chairperson, Chief Negotiator, District Superintendent, Assistant Superintendent(s), Assistant to the Superintendent and the District's Attorney. The Committee will meet on a regular basis, with special meetings when necessary. Additional or replacement representatives may be added by consensus. The purpose of the committee is to address mutual concerns and issues including but not limited to those referred by the building level labor management committee(s) and to evaluate new initiatives within the District. The committee will recommend changes necessary to facilitate programs within the District. Decisions of the committee shall be reached by consensus.

5.5.1.1 The District's Labor Management Committee shall be responsible for establishing all joint teacher – administration committees. The Labor Management Committee, by consensus, shall determine the purpose and composition of said joint committees. All teacher members of such committees shall then be appointed by the Association and shall be members of the bargaining unit as well as current employees. The Association shall act as the sole public spokesperson for teachers as a whole. This in no way shall limit the administration from its right to seek the advice of any of its employees regardless of union status.

Upon the creation of such joint committees, each side shall have two weeks to notify the other party of the names of their appointees to the committee. This time period may be extended by mutual agreement if necessary. If no appointees are named, the committee shall be entitled to continue with its mission.

5.5.2 In order to foster good teacher-administration relationships, each building shall establish upon agreement between APSTA building representatives and building administration, a building level labor management committee. The function of the Building Level Labor Management Committee shall be to make effective recommendations to resolve building level issues as they arise. Every effort shall be made by the Building Level Labor Management Committee and the Building Shared Decision Making Committee to avoid duplication of effort. Membership on the Building Level Labor Management Committee shall be comprised of building administration and APSTA representatives and/or alternates. The size of the committee will be determined jointly by the building administration and APSTA representatives. Input will be sought from parties of interest. Meetings of the Building Level Labor Management Committee shall occur regularly (at a mutually agreeable time) or following a request by any committee member. The District will support and encourage successful

resolution of problems by consensus at the building level. Problems remaining unresolved at the building level shall be referred to the District Labor Management Committee at the request of the Building Level Labor Management Committee. Building Level Labor Management Committee is not intended to supplant the existing grievance process. However, problems which might result in grievance procedures are not precluded from resolution through Building Level Labor Management Committee. Problems addressed through Building Level Labor Management Committee may include, but are not limited to discipline policy, class size and distribution, pullout programs, non-instructional assignments and classroom interruptions.

ARTICLE 6

TEACHER ASSIGNMENT, TRANSFER AND PROMOTION

6.1 Appointments

6.1.1 All appointments will be made in accordance with the New York State Education Law and regulations of the Commissioner of Education.

6.1.2 Should the District appoint a teacher to a position in the District as a regular substitute, the District shall provide to the President of APSTA upon request, for information purposes only, the information listed below in addition to the information provided to APSTA in the past regarding this issue:

6.1.2.1 The anticipated date of the teacher's return to the District or the anticipated duration of a leave of absence.

6.2 Transfers

6.2.1 Any teacher, who is or becomes qualified in a certification area other than that of his/her current appointment, has the responsibility of giving notice to the Superintendent or his/her designee of his/her desire for a change of assignment to the new certification area, and of transmitting the necessary documentary evidence of his/her qualifications.

6.2.2 Teachers requesting transfers to a different grade level or building, a different subject matter or to another certification area for which the teacher is qualified should be submitted to the District in writing by March 1. Additionally, teachers requesting transfers to specific job openings posted after March 1 should submit to the District in writing within the application timeframe for each posting or no later than June 1. No transfer requests apply to positions posted after June 1st. The District will acknowledge the request in writing within ten (10) school days. A list of teachers requesting transfers shall be provided to APSTA as soon as it is compiled.

6.2.3 Teachers will be afforded an opportunity by the building administrator to discuss any proposed change in grade level or subject area within a building. The building administrator may designate the appropriate department head to confer with the teacher. Any teacher being considered for a building assignment change shall be afforded the opportunity to confer with the Superintendent and/or Assistant Superintendent(s) to discuss the reason(s) for such change. The Superintendent shall designate an appropriate department head to confer with traveling teachers who are to receive building assignment changes. Such opportunity will be provided

prior to any written notification of change.

- 6.2.4 A teacher, meeting the following criteria, may request a Superintendent directed transfer. A teacher must have been at his/her present building assignment for at least three (3) years. A teacher must, prior to submitting such a request, submit a request for transfer under Article 6.2.2 in the year immediately prior to a request under this provision. A request for a Superintendent directed transfer must be submitted to the Superintendent in writing by March 1 of a year following three complete years in a building. The Superintendent's decision should be made by June 1st. The decision as to whether to make a Superintendent directed transfer is within the discretion of the Superintendent.

6.3 **Professional Vacancies and Openings**

- 6.3.1 The Superintendent or his/her designee shall inform the President of the Association of all professional vacancies and openings, stating the appropriate details, including the effective day of the opening, the nature of the assignment, description of the educational qualifications, salary range and the probable date of appointment. The District shall post lists of vacancies and/or tentative vacancies in all school buildings in a designated location as vacancies become known. Teachers interested in applying for specific positions within their area(s) of certification may indicate their interest, in writing, to the District's Human Resources Office. Letters will be retained by the Human Resources Office for a period of one calendar year from the date of receipt. In the event a vacancy of one year of length or longer occurs, the District shall notify any teacher who has a letter on file indicating an interest in such specific vacancy. Notifications shall be by intra-District memo to such teacher during the school year and by ordinary mail to such teacher at the teacher's last known address of record during the summer recess. It is then the teacher's responsibility to apply for the position.
- 6.3.2 The requirement of reporting actual or tentative professional vacancies or openings shall be for those vacancies or openings which are either permanent in nature or for which a leave of at least one year is anticipated.
- 6.3.3 No reported opening or vacancy shall be filled permanently until at least two weeks after the notification required by the first paragraph of this section.

6.4 **Notification**

6.4.1 Teachers will be notified in writing of their tentative assignments for the coming school year, including the schools to which they will be assigned, the grades and/or subjects they will teach, and any special or unusual classes or pupils that they will have, no later than June 10th.

6.4.2 Effective July 1, 2008, teachers, as defined herein, who are notified of assignment changes after the dates set forth below shall be entitled to the relief set forth. This provision only applies to teachers who are notified of assignment changes which require a need for further planning and preparation different from their prior assignment such as a subject change, elementary grade level change, or grade level location change (e.g. Grade 2 in School A to School B). An example of a situation that this provision does not apply to is the change in assignments of traveling teachers from one set of schools to a different set of schools (e.g. special area teachers who may change from a split assignment at Schools A and B to a split assignment involving different schools). For teachers covered by this provision:

6.4.2.1 If notified of a change in assignment after July 1st, they shall be compensated one day's pay for the preparation required and performed prior to the first day of school as a result of such change.

6.4.2.2 If notified of a change in assignment after the first day of school, the teacher will elect either two (2) days of release time or two (2) days of pay in lieu of release time for the preparation required as a result of such change.

6.5 **Orientation for New Teachers**

6.5.1 For new teachers an orientation course shall be provided during the opening week of school in September at which time they will be introduced to the system and to the particular building to which they are assigned. At this time, if it has not been done earlier, the new teacher shall be given a statement of the requirements of the curriculum for the grade or subject, and a complete set of available books, manuals and other available materials which may be used in the assignment.

6.5.2 APSTA and the District will collaborate in devising a program for orienting and supporting new teachers to the district during their first year. This orientation is in addition to the twenty (20) hours of professional development required of teachers.

6.6 **Summer School Employment**

- 6.6.1 When filling summer school positions, the Board shall give preference to teachers regularly employed by the District.
- 6.6.2 Subject to the availability of the former position and demonstration of satisfactory performance, as indicated on APPR evaluation forms or summer school evaluations (see Appendix E), bargaining unit teachers employed in the summer school shall be re-employed the following summer.

6.7 **Job Sharing**

- 6.7.1 APSTA and the District recognize that, in certain cases, job sharing is beneficial to create a healthy instructional climate.
- 6.7.2 Any tenured teacher may submit a job share application to the Superintendent of Schools for a partial leave of absence. Only tenured teachers may participate in job sharing opportunities.
- 6.7.3 Job share requests are treated as leaves of absence which will:
 - 6.7.3.1 Not result in loss of tenure.
 - 6.7.3.2 Cause seniority to accrue at a rate equal to the amount of time that the applicant is employed by the District.
- 6.7.4 Job share arrangements will extend for one school year.
- 6.7.5 Applications/re-applications for job share arrangements should be submitted to the Superintendent of Schools no later than March 1.
- 6.7.6 Appointments will be made at the discretion of the Superintendent.
- 6.7.7 Other than compensation, job share partners will be entitled to the equivalency of one full benefit package. Such division shall be left to the discretion of the job share partners.
- 6.7.8 Job share participants shall receive compensation at their respective salary levels. Said compensation shall be at a rate equal to the amount of time each participant is employed by the District.
- 6.7.9 In order to move up on the salary schedule, a job share participant must have worked 50% or more of the school year.
- 6.7.10 In the event that one job share participant cannot continue and the remaining participant does not choose to assume full time employment, a substitute will be hired to complete that school year.

ARTICLE 7

PROFESSIONAL DUTIES

- 7.1 It is recognized by the District and the Albany Public School Teachers Association that the teacher is a professional whose primary duty is to teach and to promote and improve student learning. In meeting these responsibilities, teachers and administrators will work together to ensure a climate conducive to learning both in the classroom and in the school building. Teachers shall perform the following professional duties:
- 7.1.1 Daily preparation for effective teaching and attendance at staff conferences, support of building level labor management committees, assist District in providing a safe educational environment, curriculum refinement, support of RTI's and other similar activities, and engagement in continuing professional development are recognized as part of the professional responsibility which each teacher assumes. Teachers will assume an interest and will recognize their responsibilities in extra curricular activities.
- 7.1.2 The teacher will cooperate with the administrator by taking reasonable and proper care of books, equipment and supplies provided for the teacher's use and that of his/her pupils.
- 7.1.3 The administrative staff and the teacher will provide instruction with as few interruptions as possible.
- 7.1.4 The teacher will provide adequate notice to the administrator, whenever possible, of any inability to perform his/her assigned duties.
- 7.1.5 The teacher recognizes the necessity of keeping attendance and grade records and of filing health and accident reports.
- 7.1.6 Classroom teachers shall be responsible for preparing adequately for daily instruction. In the event of absence, the classroom teacher is responsible for providing lesson plans, information and materials to the substitute in order to enable the continuation of meaningful instruction.
- 7.1.6.1 Evidence of Planning -
1. All teachers are required to prepare adequately for daily instruction. To demonstrate such preparation, all teachers shall have available on every day of instruction for all topics/classes taught, evidence of planning which is readily available or observable to administrators as they enter the classroom for any observation (formal or informal). The Administrator may request a copy of such evidence of planning

subsequent to any such observation which shall be provided no later than the end of the following instructional work day.

2. Planning formats may include, but are not limited to, lesson plans, unit planning, daily planning, monthly planning, or any combination thereof which evinces and demonstrates prior instructional planning by the teacher as to the objectives and strategies to be used for that class, topic, or other designated instructional segment. Evidence of planning components, observable and/or written, may include:
 - Learning Purpose/Objective (e.g. “I Can” statement)
 - Learning/Priority Standards
 - Key Vocabulary
 - Essential Questions
 - Materials/Resources (e.g. anchor charts, student materials)
 - Differentiations (e.g. centers, grouping, product, process and content)
 - Formative assessments (e.g. exit tickets, checks for understanding)
 - Depth of knowledge/questioning
 - Student engagement (cognitive and behavioral)
 - Direct instruction (e.g. “I do”), scaffolding (e.g. “we do”), independent practice (e.g. “you do”).
3. Such evidence of planning may be reviewed by administrators as a means of assisting in and improving classroom practices. Administrators may provide advice on the content of such evidence of planning or templates or other examples of evidence of planning that the administrator believes will assist the teacher in improving classroom practices and instructional performance. The administrator will provide written feedback to the teacher within two (2) school days.
4. In the event that a teacher exhibits a pattern of inadequate evidence of planning as documented in previous feedback cycles with an administrator, on an informal or formal observation, the administrator will follow the established Professional Support Plan (PSP) process to support the classroom teacher in improving evidence of planning which may include a particular planning format (see Appendix E).

7.1.7 The District and the Albany Public School Teachers’ Association recognize that teacher’s conferences with the parent/guardian of school pupils are useful and desirable. A reasonable number of conferences will be conducted by the teacher when necessary or when requested by the parent/guardian.

The conference shall be held at a time mutually convenient to the parent/guardian and the teacher.

7.1.8 The District and the Albany Public School Teachers' Association recognize that prompt communication with the parent/guardian of school pupils is essential. Teachers will attempt to contact the parent/guardian to inform the parent/guardian when there are problems with a student's progress.

7.1.8.1 As one means of parent/guardian contact the District will provide an adequate number of telephones and telephone lines for teachers to call the parent/guardian. The District shall assure the confidentiality of these calls.

7.2 **Physical Education Instruction and Elementary School Teachers**

7.2.1 All 4th through 6th grade classes will be completely covered by physical education teachers. All K-3 will receive three 30-minute periods per week of instruction by a physical education teacher per five-day week. The K-3 classroom teacher will provide two 15-minute periods per week of instruction where the schedule allows.

7.2.2 All teachers will be accorded the option of having 2 whole class physical education periods and 2 split gyms or 3 whole class physical education periods per week. It will be the responsibility of the teacher to inform the building administrator of his/her preference by June 1 of each school year. Joint effort by teachers and administrators will be employed in scheduling physical education in an attempt to meet teacher preferences. The additional period for those opting for 3 whole physical education classes will be used for team planning, grade level meetings, parent conferences and/or instructional activities.

7.3 **Teacher Attendance**

7.3.1 The School District and Association recognize the importance of regular teacher attendance in the classroom and other assignments to provide for the best instruction. The parties agree to create a joint committee under the direction of the District Labor/Management Committee to review the issue of teacher attendance and absenteeism with the charge of returning observations and recommendations to the District Labor/Management Committee.

ARTICLE 8

INSTRUCTIONAL MATERIALS, EQUIPMENT AND SUPPLIES

8.1 **General Provisions**

8.1.1 The Board of Education and the Association recognize the importance of providing instructional materials, and equipment and supplies. The administrative staff will continue to implement the Board's policy to the end within budgetary limitations that teachers will be furnished items in quantity and in quality sufficient to support and enhance the instructional efforts of the professional staff.

8.1.2 Each head building representative will receive notification of the invitation to all budget meetings initiated by the district administration.

8.2 **General Supplies**

8.2.1 The administrator of each school building shall supply each teacher with a list of supplies and technical equipment that are available for use or consumption by the teachers in each building no later than the third week in each school year. He/she shall set up a procedure for the implementation of this article.

8.2.2 All reasonable efforts will be made to furnish instructional supplies to the teacher by September 1.

8.3 **Textbooks**

8.3.1 The Board of Education will continue its policy of providing for each pupil, current textbooks, as recommended to the Superintendent by the administrative staff. The Board shall furnish, at its expense, all necessary instructional materials made available by a publisher and for use with any text when requested by a teacher and approved by the departmental supervisor or director.

8.4 **Textbook Selection**

8.4.1 Teachers involved shall continue to participate in the evaluation and selection of all textbooks and other instructional materials and equipment. Changes in such materials or selection of new materials shall be determined after teachers who may use such materials have been afforded an opportunity to express their opinion. Suggestions for changing textbooks may originate with a teacher.

8.5 **Consumable Books and Workbooks**

- 8.5.1 All approved paperback workbooks and books with provisions for pupils to write therein shall be deemed to be consumable and shall be renewed yearly at Board expense without charge to the teacher or pupil. Pupils will be allowed to write in workbooks and similar publications in accordance with their design.

8.6 **Teacher Involvement in Distribution**

- 8.6.1 Teachers will aid in the distribution and collection of textbooks, equipment and supplies.

8.7 **Material List**

- 8.7.1 Principals, in consultation with other appropriate administrators, will prepare for all personnel in his/her school lists of instructional aides for the teachers' use such as programmed materials, records, tapes, books, exhibits, etc.

- 8.7.1.1 At the time of assignment for new teachers.

- 8.7.1.2 For all teaching staff an up-to-date list during the months of September and January.

8.8 **Departmental Budgets**

- 8.8.1 Principals, in consultation with other appropriate administrators, shall consult with teachers within each department in preparing departmental budgets in order to ascertain their views as to needs, priorities and avoidance of duplication of funds.

ARTICLE 9

TEACHER EVALUATION

9.1 Purpose

- 9.1.1 The purpose of evaluation is to assist and inform teachers of their efforts to provide the highest appropriate educational opportunities for each student in the City School District of Albany. The evaluation is part of a process in which the teachers' proficiency in providing such opportunities is assessed and professional growth and expertise is encouraged, recognized and fostered.

9.2 Evaluation Committee

- 9.2.1 The District and APSTA have met to discuss and have come to agreement on an Annual Professional Performance Review (APPR) plan. Both parties recognize that the APPR will be an evolving plan which should be reviewed as appropriate. However, it is understood and agreed that the present APPR will continue in effect until such time as there is mutual agreement on any change. A joint committee shall meet at least four times per year to review the APPR process. Any changes to the evaluation procedures of teachers would only be effective upon mutual written agreement of the parties.

The parties will meet to negotiate changes to the existing APPR plan to achieve compliance with NYS Education Department regulations and guidance promulgated pursuant to Chapter 103. Any such changes shall include, to the extent necessary, changes to the collective bargaining agreement including, but not limited to, Article 9 concerning evaluations.

- 9.2.2 Any final form or forms developed and approved must contain a glossary of terms used in the evaluation process.

9.3 Number of Observations

- 9.3.1 Probationary teachers will be observed as frequently as necessary but not less than two formal observations will be made in a school year.
- 9.3.2 Tenured teachers may be observed as directed by the Superintendent.

9.4 Conduct of Observations

- 9.4.1 Formal monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.

- 9.4.2 Observations will be conducted by principals or house principals, vice-principals, assistant principals or assistant house principals, supervisors, assistant supervisors, directors, assistant directors and coordinators in administrative positions and trained teachers operating as Peer Assistance and Review (PAR) consultant teachers.
- 9.4.3 Normally the teacher will be apprised in advance of the impending visit though supervisors retain the prerogative of making observations unannounced.
- 9.4.4 A single observation by an observer in any one year shall not be considered as the sole basis for the termination of service.
- 9.4.5 Classroom evaluations of teachers shall not be forwarded to any other agency or prospective employer without the expressed written consent of the teacher involved.
- 9.5 Observation Results and Follow-Up**
- 9.5.1 Annual evaluations shall be conducted in accordance with the APPR and the Agreement.
- 9.5.2 Except as may otherwise be permitted by the APPR, every teacher shall receive prior to June 15th an annual evaluation on the report form set forth in the APPR.
- 9.5.3 In the event a teacher is found to be rendering unsatisfactory service, he/she shall be so notified at the time of the finding and afforded reasonable opportunity for improvement.
- 9.5.4 A pre-observation conference is essential for a successful evaluation. It will be a requirement for all teachers, both probationary and tenured. The time frame for the evaluation process, starting with the pre-observation conference to the formal observation and until a teacher receives their evaluation in hand, will be fifteen (15) work days.
- 9.5.5 Within three (3) school days of any formal observation, a post-conference shall be held with the teacher at which time the teacher will review the observer's assessment of his/her performance. At that time, the teacher will be provided with a copy of any written report of the observation. Thereafter, the teacher shall have three school days to consider and provide any comments he/she may wish to affix to the form. The teacher shall sign the form before returning it to the evaluator. The teacher's comments shall be affixed to all copies of the evaluation report.

9.6 Personnel Records

- 9.6.1 A teacher's personnel file, with all evaluations (other than confidential recommendations) will be open and available for inspection by the teacher. Any evaluation, report, observation or written material concerning the professional or personal conduct, service, character or personality of a teacher (and covering employment in the City School District of Albany) which is placed in such personnel file shall immediately be made known to that teacher.
- 9.6.2 Any complaint or derogatory letters that are directed toward a teacher and which become a permanent part of his/her personnel file will be promptly called to the teacher's attention. If such a complaint or derogatory letter is to be placed in his/her personnel file, the teacher will be given an opportunity to attach a statement. Upon request the teacher shall be given access to any or all aforementioned complaints or derogatory letters and attachments that are a part of his/her personnel file.
- 9.6.3 The District will not use materials in the evaluation of a teacher's performance including any action against the teacher that has not been properly entered into the teacher's official personnel file.

9.7 APPR Appeals Process

- 9.7.1 Probationary teachers may submit a written rebuttal that will be attached to the APPR in the member's personnel file. Probationary teachers may not appeal the APPR. A teacher improvement plan is not required for probationary teachers as such purpose is fulfilled by the APPR process.
- 9.7.2 Tenured teachers may only appeal the substance and rating, the adherence to the standards and methodologies required for such review, adherence to Commissioner's regulations, issuance and/or implementation of the terms of an improvement plan in connection with "Ineffective" and "Developing" determinations. The appeal must be submitted in writing to the APPR/PAR panel ("Appeals Panel") (or any future similarly configured panel/committee) within ten school days of the issuance of the APPR or implementation of a Teacher Improvement Plan ("TIP") and shall set forth the basis of the appeal. Tenured teachers may submit written rebuttals of determinations of "Effective" and "Highly Effective" if desired, but may not appeal such ratings.
- 9.7.3 The Appeals Panel shall consist of four members appointed by District and four members appointed by APSTA. The Appeals Panel may modify the TIP, set aside the rating, uphold the rating and/or call for a new review conducted by an administrator (PAR trained or later agreed upon training) (not the original evaluator) and a consulting (PAR trained or later agreed upon training) teacher. In the event there is no majority opinion of the

Appeals Panel, the APPR will be redone with an administrator (PAR trained or later agreed upon training) (not the original evaluator) and consulting (PAR trained or later agreed upon training) teacher conducting a joint APPR. Any new review will be completed within 30 days. The teacher may rebut this joint review in writing, but may not appeal the substance of the joint review.

- 9.7.4 The determination of the appeal pursuant to the above process is final and binding. It is not subject to any further appeal pursuant to the grievance procedure and is not subject to any appeal to the Commissioner of Education or courts. However, failure of either the District or Association to abide by the above agreed upon process is subject to the grievance procedure.

ARTICLE 10

TEACHER PROTECTION

10.1 **Assault on a Teacher**

10.1.1 In the event that an assault on a teacher takes place during the course of his/her employment, the teacher shall provide all particulars of the incident to his/her principal or any other administrator in charge of the building.

10.1.2 It shall be the responsibility of the teacher to assist and cooperate with the Board, Administration and other authorities in prosecuting any charges against such student in the appropriate court or administrative agency. In such case, the teacher may be represented by an attorney for the District and/or his/her own attorney. In addition, the teacher may elect to take independent action as a result of the assault in which case it shall be at the teacher's own expense with counsel of the teacher's choice.

10.2 **Save Harmless Provision**

10.2.1 The Board acknowledges Section 3023 of the Education Law which it agrees to save harmless and protect all teachers from financial loss arising out of any claim, demand, suit or judgment, by reason of alleged negligence or other act committed while the teacher was acting in the discharge of his/her duties within the scope of the teacher's employment and/or under the direction of the Board of Education resulting in accidental bodily injury to any person or accidental damage to the property of any person within or without the school building; it also acknowledges that the teachers are directed by Section 3023 of the Education Law to deliver the original copy of any summons, complaint, process, demand or pleading to the Board of Education within ten days of the time the above-mentioned are served on the teacher.

10.3 **Fair Dismissal**

10.3.1 Consistent with New York State Education Law, Section 3031, as amended (Appendix G), a probationary teacher whose services are not to be continued will be furnished with a written statement giving the reasons for dismissal, upon written request as provided in said statute.

10.3.2 Probationary teachers whose probationary period expires between the dates of August 31 through December 31 of any school year shall be notified no later than March 15 of the same calendar year if they are to be denied

tenure. All other probationary teachers to be denied tenure shall be notified no later than six months prior to the expiration of their probationary appointment.

10.3.3 No tenured teacher shall be discharged, disciplined, reprimanded or reduced in rank or compensation without sufficient cause under the Education Law of the State of New York.

10.4 **Reduction in Force**

10.4.1 In the event of a reduction of force, the Board shall lay-off personnel in the order required by Education Law, Section 2510.

10.4.2 Should the Superintendent recommend a reduction in force to the Board for formal action, he/she shall advise the President of APSTA of his/her recommendation at the same time he/she sends notice of his recommendation to the Board.

10.5 **In-Class Student Behavior**

10.5.1 Subject to the requirements of law, in case of serious disruptive behavior, the teacher may request the principal to exclude the pupil from class pursuant to Section 3214 of the Education Law (Appendix H-Section 1), not to be readmitted until after the principal, the parents and teacher have conferred jointly in accordance with the provisions of an arbitration award dated November 17, 1989, a copy of which is attached as Appendix H – Section 2.

10.5.2 Teachers encountering in their classes pupils who exhibit special behavior problems which might impair instructional procedure or threaten the safety or welfare of the teacher or other pupils in their classes shall make the facts known to the principal at the earliest practical time so that proper referrals can be made for necessary psychological, social case work to the building Response to Intervention (RTI), or other similarly situated body. Such assistance shall be furnished as soon as practical.

10.6 **Two-Way Communication System**

10.6.1 All two-way communication systems within school buildings being utilized by the District shall be maintained in an operable condition.

10.6.2 When new two-way communication systems are being installed, the District agrees to install systems that allow teachers to speak confidentially with the office.

ARTICLE 11

EDUCATIONAL PLANNING AND DEVELOPMENT

11.1 Health and Safety

11.1.1 Safe and healthful conditions in school buildings, parking lots and exterior school premises shall be reasonably maintained. To this end, the district shall form a District Health and Safety committee to be composed of representatives from Central Administration and APSTA. Other parties of interest will be invited to be members of equal standing. This Health and Safety Committee shall:

11.1.1.1 Devise a “complaint report form” that all employees may use to communicate health and safety concerns or problems to their building level labor management committee. If the concern is not resolved by the building level labor management committee within 10 work days, then this concern shall be referred to the District Health and Safety Committee for further review and action. Once a complaint is referred to the District Health and Safety Committee, the President (or designee) of the originator’s union shall be notified in writing. Reason for denial of action on any concern shall be given in writing at all levels of the process.

11.1.1.2 Meet at least six (6) times a year.

11.1.1.3 Examine and make recommendations concerning district “housekeeping” practices and procedures, including usage of all equipment and materials.

11.1.1.4 Make recommendations to the Superintendent for appropriate action regarding health and safety issues.

11.1.2 In no event shall the District be required to reach or maintain any standards in excess of those mandated by applicable state or federal statute or regulation. The burden of proving non-compliance with applicable state or federal statute or regulation shall be on the complainant.

11.1.3 The District shall identify annually the individual(s) responsible to investigate and resolve concerns and compliance with health and safety regulations.

11.2 Professional Development

11.2.1 The District shall establish a Professional Development Planning Committee which will include APSTA representatives and a Superintendent level administrator.

- 11.2.2 The Professional Development Planning Committee shall identify and coordinate professional development activities with the district. These activities will include plans for Superintendent’s Conference Days, use of professional development hours, and guidelines for dissemination of information about conferences, attendance at conferences and distribution of conference reports.
- 11.2.3 Each teacher is responsible for participation in at least twenty (20) hours of professional development per year as designed by the Professional Development Committee in accordance with the criteria:
 - 11.2.3.1 Up to six (6) hours of individual professional development that meets the following criteria:
 - 11.2.3.1.1 The professional development shall be beyond the teacher’s ordinary duties;
 - 11.2.3.1.2 The professional development shall expand, modify, or enhance the standard curriculum;
 - 11.2.3.1.3 The professional development shall be uncompensated beyond the teacher’s expense; and
 - 11.2.3.1.4 The professional development is designed to enhance or improve student achievement.
 - 11.2.3.2 Up to fourteen (14) hours of district, building, or department professional development activities, developed or approved by the Professional Development Committee. Teachers must provide the District with proof of participation in required professional development activities beyond the six (6) hours set forth in 11.2.3.1.
 - 11.2.3.3 Teachers are encouraged to pursue additional hours of professional development. Teachers will be responsible for providing proof of participation all hours of professional development activities, including those exceeding the twenty (20) hour minimum. For professional development activities, completion and submission of a Professional Development Participation Form (Appendix “K”) is required. Until altered by the Committee, Appendix “K” shall be submitted by the teachers to the Superintendent or his/her central office designee on or before June 15th of each school year.
- 11.2.4 In furtherance of the Professional Development Committee discussed above, the District and APSTA shall immediately work together to create a “Professional Development Team” in accordance with Section 100.2(dd) of the Commissioner’s Regulations. The work of the team

shall be in accordance with this regulation and shall have as its objective the submission to the Board of Education of a Professional Development plan by the times set by the Board in accordance with this Regulation.

11.2.5 Effective November 1, 1999, teachers who are requested by the District to present professional development activities shall be compensated at the rate of \$50 per hour for actual time of presentation and at the same hourly rate for preparation at a ratio of 1 hour of pay for every 5 hours of presentation. Payment for preparation may be on a pro-rata basis; e.g., payment of one-half hour for a two and one-half hour presentation.

11.2.6 Effective December 15, 1999, teachers who have completed their annual requirement of twenty (20) hours of professional development and are thereafter required by the District to participate in additional professional development shall be paid for such participation at the rate of \$50 per hour. Payment shall not be required if the professional development is one which the District notifies employee(s) will be required in any given year in accordance with the time limits set forth below. Commencing in 2000-2001 and thereafter, the same procedure shall apply with the District's notification to teachers, individually or collectively, being October 15th of each school year.

11.2.7 **Professional Development**

11.2.7.1 A tenured teacher that participates as a mentor in the District mentoring program will have the 20 hours of professional development requirement waived. If the aforementioned teacher begins mentoring after October of the Academic year, a prorated amount of professional development will be required. For each month not mentoring, 2 hours of professional development will be required.

11.3 **Calendar**

11.3.1 The Superintendent or designee shall consult with a District-wide Joint Calendar Committee to discuss the distribution of days in the calendar and to formulate the new yearly twelve (12) month calendar. Consideration will be given to the local parochial and the three nearest BOCES calendars in an attempt to minimize family disruptions.

ARTICLE 12

TEACHER WORKING CONDITIONS

12.1 Elementary Preparation Periods

- 12.1.1 Each full-time teacher in grades pre-K through 6 shall be guaranteed 180 minutes of preparation time per week. Within this 180 minute time period, each teacher shall be provided at least one (1) thirty minute preparation period per day.

In addition to the above minutes of preparation, the District may provide and, if provided, teachers shall participate in one (1) weekly common planning period (“CPT”) of at least thirty (30) minutes in length. The content of such common planning periods will be limited to one or more of the following topics with demonstrated alignment to the School Comprehensive Education Plan: data teaming, curriculum writing or revision, instructional planning, assessment writing or revision, parent communication, Response to Intervention (RTI) implementation, PBIS, and professional learning. Within the above parameters, the specific agenda for such common planning will be determined by the building principal for three of the monthly common planning periods, and the building teachers will determine the specific agendas for the remaining monthly common planning period. While not required, the District and Association support determining the agendas for such meetings/opportunities collaboratively at the building level. The participants in common planning will provide a report of activities undertaken during such time to the building principal. A mutually agreed upon reporting form, to be used across all elementary sites, will be put in place commencing with the 2017-2018 school year as soon as possible. All required work for common planning must be completed within the time allotted, however it is understood that teachers may engage in work outside of the common planning periods if they wish to do so to prepare for the common planning periods and that some planning work discussed during common planning time is intended to be used and implemented during instruction, and that some expected classroom teacher work such as grading exams, etc. will still occur outside of common planning time even if that work is used in common planning time. The parties agree that the intent of CPT is to inform/improve a teacher’s instruction and not create work in addition to the daily instructional process for teachers. It is understood that building administrators may attend and participate in common planning periods, including the teacher-determined periods.

- 12.1.2 This shall be accomplished through assignment to library, physical education, art, music and foreign language as instruction is provided by

specialists in these fields.

- 12.1.3 In such schools where teachers and administrators, with the approval of the Superintendent of Schools, mutually agree on the development of “team teaching” approaches, time for the above mentioned preparation periods may be arranged and scheduled by the school principal.
- 12.1.4 Sixth grade teachers assigned to an elementary (K-6) building shall be treated as elementary. Sixth grade teachers assigned to middle schools will be treated as secondary for purposes of working conditions.
- 12.1.5 Preparation periods are not provided on days on which all of the day is devoted to professional development. The District will provide an hour during such days to cover lunch and any preparation needs.

12.2 Secondary Preparation Periods

- 12.2.1 All full-time secondary teachers at any District designated middle school shall receive six (6) forty (40) minute preparation periods per week. In addition, such teachers shall receive four (4) forty (40) minute team planning periods per week to meet as teams. Such periods may be used for team planning, parent conferences and/or other professional activities. No non-instructional or administrative duties shall be assigned during team planning time.
- 12.2.2 At least five of the half days set aside at TCCE for curriculum development shall be used for instructional planning and other student-related issues. Said half day will be placed on the new yearly calendar developed pursuant to Article 11.3.1. The teachers will have access to their classrooms on said half days.
- 12.2.3 All full-time secondary teachers at Albany High School shall receive a 45-minute preparation period per day which shall be used solely for the purpose of preparing for performance of teaching duties. Preparation periods shall not be used for any other purpose nor may any other duties be assigned to a teacher during a preparation period.

In addition to the above minutes of preparation, the District will provide and teachers will participate in four (4) weekly common planning periods with demonstrated alignment to the School Comprehensive Education Plan. The content of such common planning periods will be limited to one or more of the following topics: data teaming, curriculum writing or revision, instructional planning, assessment writing or revision, parent communication, Response to Intervention (RTI) implementation, PBIS, and professional learning. Within the above parameters, the specific agenda for such common planning will be determined by the building principal for the

first three common planning periods in a week, and the building teachers will determine the specific agenda for the remaining common planning period. While not required, the District and Association support determining the agendas for such meetings/opportunities collaboratively at the building level. The participants in common planning will provide a report of activities undertaken during such time to the building principal. A mutually agreed upon reporting form, to be used across all sites, will be put in place as soon as possible commencing with the 2017-2018 school year. All required work for common planning must be completed within the CPT, however it is understood that teachers may engage in work outside of the common planning periods if they wish to do so to prepare for the common planning periods and that some planning work discussed during common planning time is intended to be used and implemented during instruction, and that some expected classroom teacher work such as grading exams, etc. will still occur outside of common planning time even if that work is used in common planning time. The parties agree that the intent of CPT is to inform/improve a teacher's instruction and not create work in addition to the daily instructional process for teachers. It is understood that building administrators may attend and participate in common planning periods, including the teacher-determined periods.

The remaining fifth planning period in a week will be considered preparation time as described in Article 12.2.3 above and will not be required common planning time.

Should a high school be officially identified by the NYS Educational Department as in the Receivership designation, then the above ratio modifies to all four (4) periods being determined by the building principal with the same limits described above. This modified control expires upon SED determining that the High School is no longer in Receivership.

Should the District change from a nine (9) period day, the common planning described herein will no longer be scheduled unless the parties agree upon a modified common planning arrangement.

- 12.2.4
1. Secondary teachers will have at least one (1) preparation period each day equivalent to a regular class period during which they may not be assigned other duties.
 2. Preparation periods are not provided on days on which all of the day is devoted to professional development. The District will provide an hour during such days to cover lunch and any preparation needs.
 3. Secondary teachers will not be assigned more than five (5) teaching periods per day, unless in accordance with paragraph "3" below.

4. In order to enhance educational opportunities for students, secondary teachers may be assigned a sixth teaching assignment subject to the following conditions. This provision includes both high schools and middle schools comprised of grades 6-7-8.

- A. The total such assignments shall not exceed sixty (60) at the high school and ten (10) at each designated middle school. Effective July 1, 2019, the total such assignments at the high school shall not exceed seventy-two (72) and the total such assignments at each middle school shall not exceed fifteen (15). It is understood that any sixth-grade teachers assigned to such middle schools are not eligible for any extra stipend which is offered to elementary teachers;
- B. Any such sixth assignment will be in the teacher's tenure area;
- C. The building will first post such openings for extra period assignments. Any posting of sixth period opportunities may continue to be done in an informal manner (e.g. via email) to those teachers who are eligible to take the assignment. Qualified volunteers will be assigned first (qualified meaning that the volunteer possesses the proper certification and is in the same tenure area as the opening). If there is more than one volunteer, then seniority shall govern unless the extra period opportunity is within a particular grade level team, in which case the District may assign a less senior volunteer from the same team. If there are no volunteers, then the District may assign a teacher to the sixth period. No teacher may be involuntarily assigned a sixth-period, two years in a row. Effective July 1, 2019, no teacher may be involuntarily assigned a sixth period three (3) years in a row. This limitation on the number of years for such assignments does not apply to assignments to teacher in any alternative education program;
- D. Effective July 1, 2019, teachers assigned a sixth period in the Albany International Center (AIC) or the Tony Clement Center for Education (TCCE) programs, or any other alternative education program designated as such by the School District after 2019-2020 shall receive the contractual stipend set forth below (i.e. currently \$6,000). The School District shall determine if a program constitutes an alternative education program. If APSTA disagrees, it may discuss the matter with the School District and may grieve the determination;
- E. Effective July 1, 2008, teachers assigned a sixth period shall receive a stipend of \$6,000 per year. Effective July 1, 2021, teachers assigned a sixth period shall receive a stipend of \$6,500 per year. Effective July 1, 2019, teachers assigned a sixth period in any CTE program shall receive

a stipend of \$3,000 per year. In the case of a half year assignment, these stipends shall be pro-rated;

- F. Any teacher assigned a sixth period shall not be assigned to a supervisory duty;
 - G. Sixth periods may only be assigned to teachers not being mentored. The intent of this is to limit first year teachers and preclude any other teacher who may be on a Professional Support Plan (or PSP) from being assigned a sixth period. This restriction is subject to an exception in unusual situations (e.g. teacher with six periods leaves during the school year and only a first year teacher is available to pick up a sixth period assignment or there is only one teacher in that particular subject area who can be assigned the sixth period) and if there is no other reasonable resolution. In such unusual situations, the administration shall consult with APSTA to seek its input;
 - H. The District shall provide to APSTA a list of those teachers assigned a sixth period under this provision by October 1st of each school year identifying which, if any, are involuntary;
 - I. K-8 schools (or K-7 schools should the District adopt such a model), who have 6th, 7th, and/or 8th grade teachers are not subject to the limitations of this provision nor are such teachers entitled to a sixth period stipend. Such schools shall be treated as an elementary school for purposes of work day, assignments, payment of elementary stipend, and other related work conditions.
5. The secondary work day may consist of alternative schedules (e.g., a student day consisting of preliminary period through 7th period in which teachers are assigned to either a work day of preliminary period through 6th period or 1st period through 7th period) so long as the requirements of Article 12.6 are satisfied.
 6. Effective July 1, 2019: In the event a teacher assigned to Albany High School is scheduled to make more than two instructional classroom changes in a day, that teacher will have no supervisory duty assigned to them.
 7. The parties agree to create an ad hoc committee to review the instructional classroom space changes at Albany High School which will occur during the current multi-phase capital project. This project is currently planned to conclude in June 2024. The concern from APSTA is to minimize the number of room changes made by individual teachers and to have such room changes applied in as equitable

manner as possible on staff at AHS. If there are teachers with more than two instructional classroom changes in their schedule, an ad hoc committee, comprised of District, APSAA and APSTA representatives will convene to review if the AHS administration engaged in a good faith effort to minimize the classroom space changes and such changes were implemented in an equitable manner and determine if other solutions are possible. No teacher will have more than three instructional classroom changes for more than one school year in succession. The authority to make classroom assignments rests with the School District and the AHS administration. The School District agrees to share the assignments and any rationale with APSTA as part of the ad hoc committee. If the committee has alternative assignments which satisfy the academic needs of students and the physical limits of AHS during construction, it shall offer such input. If no alternative solution can be reached by October 1st, the original assignments shall continue and ASPTA waives Article 12.2.4.5 that stipulates no duty may be assigned to a teacher with more than two instructional classroom changes during the day during the construction period. This area is not subject to grievance through the conclusion of the capital project (June 2024).

12.2.5 Preparations

- 12.2.5.1 The Board of Education will make every effort to confine the number of daily preparations required of high school teachers to three per full teaching day.
- 12.2.5.2 Secondary teachers having more than three different daily preparations may request to be relieved of some or all of their supervisory duties. Where such a request is denied, reason(s) for the denial will be provided to the teacher.

12.3 Parental Conferences

- 12.3.1 The District and the Association recognize that teacher conferences with parent/guardian of school pupils are often useful and desirable. Such conferences will not be required but will be conducted by the teacher when necessary or when requested by the parents or guardian. The conference shall be held at a time mutually convenient to the parent/guardian and the teacher.

12.4 Substitutes

- 12.4.1 A central registry has been established to obtain substitutes. An evaluation form will be developed and utilized for the purpose of maintaining high quality substitutes. Such forms will be filed with the Human Resources Office.

12.4.2 Every attempt will be made to provide substitutes for all absent teachers including special area teachers and librarians.

12.4.3 The District agrees that teachers used at a time when per diem substitutes are otherwise unavailable will be paid, in addition to their regular salaries, a sum of \$125.00 for each unobtained substitute. This payment shall be governed by the following guidelines:

- (a) In those cases when students are split among more than one teacher, the sum of \$125 shall be equally split among the teachers involved;
- (b) In those cases when a secondary teacher covers a class period for an absent teacher, they shall receive \$25 per class covered;
- (c) In those cases when an elementary teacher is deprived of a contractually required preparation period as per Article 12.1 as a result of covering for an absent teacher, they shall receive \$12.50 per each thirty (30) minute period or \$15.60 for each forty (40) minute period, as appropriate, when they lose a contractually required preparation period;
- (d) In those cases involving an integrated or inclusion classroom situation (when a regular and special education teacher are both assigned to the same classroom) and one of those members is absent, the School District shall pay the sum of \$62.50 to the remaining teacher. In those cases where the support teacher (e.g., special education teacher) is split between classes, this sum shall be equitably split among the teachers involved;
- (e) In those cases when a non-classroom special area teacher such as a speech teacher, remediation teacher, librarian, etc. is relieved of their regular duties to cover for an absent teacher they shall receive payment in the amount of \$62.50 for the first three occasions in any given school year. Beginning on the fourth and subsequent occasions during the same school year, said members will receive \$125 in payment; and
- (f) In co-teaching assignments when one teacher covers a double class or additional students because of an absent teacher for whom no substitute is obtained, they shall receive payment of \$125. If the students are split as a result of the absent teacher, this sum shall be equitably split among the teachers involved.

Effective February 6, 2018, for the ninth grade team at Albany High School, when either the ELA/Math teacher or an embedded AIS teacher is absent without substitute coverage, the remaining teacher will receive

\$125 per day. It is expected that the remaining teacher will fulfill the instructional obligation of the absent teacher as well as their own. This shall apply so long as the school district determines to provide AIS to ninth graders as an embedded program in existing ELA/Math classes, which is a determination in the discretion of the school district.

- (g) Effective September 1, 2018, for nurses, if a regular substitute nurse is not available and a Registered Nurse is reassigned from a building with two Registered Nurses to cover that uncovered building, each RN will be paid \$62.50 for the day.

12.4.4 The District agrees to establish lists in each school building of teachers who agree to volunteer for this additional duty and further agrees to use its best efforts to assign teachers from the volunteer lists. In the event volunteers cannot be found to cover otherwise uncovered classes, the District reserves its right to assign teachers as in the past.

12.4.5 At the elementary level the pro rata division of the daily rate for each uncovered class shall be determined by the number of teachers assigned or volunteering to substitute duty by equal division of compensation among teachers involved. On the secondary level each class period covered will be considered one-fifth (1/5) of the total day.

12.5 **Teacher Lunch Time**

12.5.1 Teachers shall have the duty-free 30 minute lunch period provided for in the New York State Education Law. Teachers may voluntarily waive, in writing, the duty-free lunch period.

12.6 **Teacher Workday**

12.6.1 In recognizing the professionalism of teachers, the District and APSTA agree that teachers must be present a sufficient amount of time to perform their professional responsibilities and duties. Professional responsibilities and duties include, but are not limited to, those listed in the current contract, particularly Article 7.

12.6.2 (a) Effective July 1, 2007, the work day for teachers at the middle or high school level shall be seven (7) hours. In addition, one hour per month shall be added to one day for professional development with the content of such time being determined by the building principal. Such monthly meetings shall include any faculty meetings required by the building principal. Teachers as part of any assignment structure shall only have one supervisory period assignment;

(b) Effective July 1, 2007, the work day for teachers at the elementary level

shall not exceed six (6) hours, forty-five (45) minutes. Of this work day, there will be a base work day during which classroom instruction will occur of six (6) hours and thirty (30) minutes and an additional fifteen (15) minutes of time not devoted to classroom instruction. This 15 minutes shall be used by teachers for such professional activities as student supervision, providing extra help, communicating with parents, organizing their classrooms, etc. This 15 minute time may be scheduled at the beginning or end of the day, in whole or in part, at the discretion of the building principal. In addition, three (3) meetings or professional development opportunities of one hour each shall be added to the work day each month (limited to no more than one per week) for professional development.

The content of two (2) of these meetings/opportunities shall be determined by the teachers and the content of one (1) of these meetings/opportunities shall be determined by the building principal. Such meetings shall include any faculty meetings required by the building principal. Elementary teachers shall be compensated for thirty (30) minutes per week at an hourly rate based on Step 10 of the basic salary schedule attached hereto as Appendix 'A' (this rate to be determined by dividing that annual salary by 1/200th and then by 6.5 hours to determine an hourly rate). Teachers who are not full time elementary teachers shall have such payment pro-rated. "Elementary" in this instance refers to teachers assigned to elementary schools which may consist of grades pre-k or kindergarten through sixth grade. It does not include any sixth grade teachers assigned to middle schools; and

(c) The day to be extended in the middle and high schools on a monthly basis and in the elementary schools on a weekly basis shall be consistent throughout the District. Such day shall be determined by the District Wide labor/management committee no later than June 1 in each year. In the event of no agreement, the day shall be Wednesday.

12.6.4 Working hours for all schools shall be on weekdays between the hours of 7:30 a.m. and 4:00 p.m. Instruction scheduled for hours or days other than as set forth herein shall be mutually agreed upon between the school administration and the individual teacher.

12.6.5 From time to time, teachers may be requested to remain on duty such reasonable time as may be required after the close of school for conferences with pupils, parents and administrators.

12.7 **Class Size**

12.7.1 APSTA and the District recognize the need for a positive educational/teaching environment for all students and teachers. The Board has established a policy regarding class size resulting in an equitable and

realistic distribution of pupils within the schools and throughout the City. The District will assist the building administrators in effectively implementing the distribution.

12.7.2 Special education classes assigned to special areas (art, music, library and physical education, etc.) will be scheduled at each building level through the joint efforts of the principal and affected teachers. Such special area teachers receiving integrated students shall be provided with assistance, as necessary.

12.7.3 If class size exceeds the desirable numbers established in Board Policy and an instructional aide is requested, the Superintendent will review and act upon such request.

12.7.4 During the months of May and June, elementary classroom teachers at each grade level will be involved in developing class lists for the coming year.

12.8 **Traveling Teachers**

12.8.1 The Assistant Superintendent for Instruction shall designate a primary supervisor for each traveling teacher.

12.8.2 The District recognizes the need for travel time that is supportive of each teacher's unique duties and responsibilities that will not hinder the quality of his/her job; and if situations arise, labor management may be consulted to find resolution.

12.8.3 Time for traveling between buildings shall be separate from lunch or preparation time.

12.8.4 The District may extend the work day for traveling teachers for up to one hour with any such extension being compensated at the teacher's hourly per diem.

12.9 Unit members assigned to both elementary and secondary schools (i.e., traveling teachers) for benefit purposes, will be assigned to the level where the member spends the majority of their teaching day and will have the above articles equitably applied to them.

12.10 **Waivers**

12.10.1 Waivers from the contract to implement changes in Article 12 (Teacher Working Conditions) or other changes as approved by the District Wide Labor Management Committee will be supported by APSTA when there is

at least a 75% approval of APSTA members at the building which will be impacted by the change. Any waiver must be considered by and recommended by the District Wide Labor Management Committee before being submitted to a vote at the building level and shall not constitute precedent. There shall be a written record on the form of any proposed waiver, recommendation, and building action. Waivers shall be effective for one year at a time, unless otherwise agreed.

12.11 Extended School Year

Beginning in the 2017-2018 school year, the work year will be 184 days. Of these 184 days, one day will be determined by APSTA for purposes such as education grant needs, professional development, parent meetings, data analysis, TIP support, instructional preparation and teacher teaming and one day will be determined by the Superintendent of Schools or building administrator for professional development. While not required, the District and Association support determining the agendas for such days collaboratively at the building or District level. The professional development day determined by the teachers shall be prior to the first day of instruction. The school calendar will not end with a single work day in a week.

ARTICLE 13

LEAVE

13.1 **Statement of Philosophy**

- 13.1.1 The purpose of leave is for use in cases of unavoidable absence such as personal illness, family illness, or other serious personal reasons. Such leave is not to be used for vacation purposes.
- 13.1.2 If the absence is for five or more consecutive school days, or any school day(s) immediately preceding and/or subsequent to a holiday or recess period, the teacher may be required to furnish documentation including, where appropriate, a certificate from an attending physician.

13.2 **Provisions for Probationary/Permanently Appointed Teachers**

- 13.2.1 Teachers on probation or on permanent appointment as of March 4, 1985, may be absent without deduction from salary for serious personal illness, family illness or other serious personal reasons not to exceed 25 school days in any one school year. Teachers shall have the right to accumulate up to 20 days of leave per year up to 200 leave days. Payment for such absences shall be authorized by the Superintendent of Schools.
- 13.2.2 Members of this bargaining unit employed subsequent to March 5, 1985, may be absent for personal illness, family illness or other serious personal reasons up to fifteen (15) days per year and shall have the right to accumulate up to 200 leave days.

Effective July 1, 2019, Members of this bargaining unit will receive twelve (12) days of sick leave and three (3) days of personal leave per year rather than the current general fifteen (15) days per year. Any unused personal leave will accrue as unused sick leave at the end of the year.

Effective July 1, 2018, employees may accumulate up to two hundred and fifty (250) days of leave days.

13.3 **Prorated leave for Part-time Employees**

- 13.3.1 Members of this unit who are part-time employees of the District may be absent without deduction from salary for personal illness, family illness or other serious personal reasons and accrue leave units at the rate of fifteen (15) units per year.
- 13.3.2 Part-time employees have the right to accumulate up to 250 leave units. For purposes of this section "unit" means that portion of a work day worked

by the part-time employee. Payment for such absence shall be authorized by the Superintendent of Schools.

13.4 Accumulated Leave

- 13.4.1 Teachers may be absent without deduction in salary for personal illness, family illness or other serious personal reasons beyond the 15 or 25 days provided in 13.2 and 13.3, if the teacher's accumulated leave supports the granting of the additional leave days.
- 13.4.2 If a teacher goes on leave and needs more than the 15 or 25 days in order to reach the total maximum number of leave days commensurate with the years of service, the teacher will be given 15 or 25 days as provided in 13.2 and/or 13.3 plus whatever days are needed to provide the earned maximum number of leave days.
- 13.4.3 All members of the bargaining unit may accumulate leave days up to a maximum number of 250.

13.5 Statement of Accumulated Leave

- 13.5.1 Each teacher shall receive by October 1, a written statement showing the number of days of leave used during the previous year and the total number of accumulated leave days credited to that teacher as of the last day of school of the previous year.

13.6 Workers' Compensation

- 13.6.1 Days required for absence due to injuries or accident arising out of or in the course of employment or in the case of assault on a teacher, in which the Board receives reimbursement through Workers' Compensation following a statutory waiting period, shall not be deducted from leave allowances.
- 13.6.2 Teachers absent as a result of injuries received due to assault or intervention in a fight or altercation will not be charged for up to one (1) leave day. Absences beyond one day require a physician's certificate. In the event such absences are required, the teacher will not be charged for absences during the seven (7) day statutory Workers' Compensation waiting period, pending an award determination by the State Workers' Compensation Board.

Teachers absent under this provision, following the statutory waiting period, shall first exhaust their own accrued sick leave to continue on payroll with the District. In the event a teacher is still absent under this provision and has exhausted his/her own accrued sick leave, then he/she shall be advanced sick leave from the Leave Bank under Article 13.9 to cover any additional absence and to remain on payroll.

The School District, upon receipt of reimbursement through Workers' Compensation, shall restore sick leave credits on a day for day basis first to the Leave Bank for any leave used from that bank and then to the teacher's own sick leave accruals for leave used. Teachers shall be eligible to utilize the Leave Bank under Article 13.9 pursuant to this provision whether or not they were a member of the Leave Bank and regardless of their personal number of leave accruals. The five days of unpaid leave required by Article 13.9.5 shall be the same as the statutory waiting period required by Article 13.6.1.

13.7 Leave for Maternity/Paternity/Adoption

13.7.1 Teachers who are disabled from performing their duties because of pregnancy or post-delivery problem relating to pregnancy shall receive the leave benefits provided herein on the same basis as teachers whose disabilities are related to physical or emotional conditions. The requirements of Section 13.1 of the Article shall apply to leave for maternity reasons.

13.7.2 Leaves of absence for care of family, whether immediately following a period of disability or otherwise, shall be governed by the provisions of Article 14.1 of this agreement.

13.7.3 A member, not otherwise eligible for leave under Article 13.7.1, who has a newborn or newly adopted child may use up to twenty (20) days of accumulated paid leave.

13.8 Retirement Deferred Compensation

13.8.1 Effective July 1, 2018, a teacher may use up to 40% of unused accumulated leave as the basis for a retirement deferred compensation. The number of days for said deferred compensation shall not exceed 100.

13.8.2 To be eligible for the deferred compensation, a teacher must fulfill the following conditions:

13.8.2.1 Is eligible for service retirement and who meets the necessary requirements for such retirement as defined by the New York State Retirement System.

13.8.2.2 Any unit member hired prior to February 27, 1979 must have served in the City School District of Albany for a period of not less than ten (10) years. Any unit member hired subsequent to February 27, 1979 must have served in the City School District of Albany for a period of not less than fifteen (15) years.

- 13.8.2.3 Does not retire between the dates of September 1 and June 30 inclusive.
- 13.8.2.4 By January 15th, prior to the date of retirement, notifies the Board of his/her intention to retire and his/her election to take the deferred compensation and further, executes and files an application for retirement.
- 13.8.2.5 In the event New York State enacts an early retirement incentive which is mandatory for school district employees in any year prior to June 15th, a member may elect the deferred compensation provided in this article by filing a letter of retirement with the District no later than June 15th setting forth his/her intent to retire in accordance with the other conditions of this provision. Any letter submitted pursuant to this provision, either prior to January 15th or June 15th, must be clear and without any conditions expressed in order to be eligible for the deferred compensation provided in this provision. Any letter submitted which contains conditions or other limitations will be returned and deemed ineffective to elect the retirement deferred compensation under this provision.

13.9 **Leave Bank**

- 13.9.1 A leave bank shall be established to provide additional leave for those members who have a prolonged, catastrophic or long-term illness, injury or disability and who have exhausted their leave.
- 13.9.2 Membership in the bank shall be voluntary and will be indicated by signing a form provided by APSTA prior to November 1 of each year. APSTA will provide the District with a membership list. Membership will be open to tenured teachers who have 20 days accumulated leave prior to the year in which they join.
- 13.9.3 Administration of the bank will be by a joint committee comprised of 3 members selected by the APSTA President and 2 members selected by the Superintendent. Decisions will be by a 4/5 vote and shall be non-grievable. This committee may develop further rules required for the administration of the bank.
- 13.9.4 Contributions will consist of one day per member per year. The bank of available days is not to exceed two times the number of persons in the bargaining unit except when necessary to allow for new members. If the bank falls below 100 days, members may be assessed an additional day.
- 13.9.5 Withdrawals may be made when a member has exhausted all accumulated leave and taken 5 days of unpaid leave. With the exception of the 1991-92 school year, in order to make withdrawals the teacher must have been a member of the bank the previous school year. The member

must provide medical documentation to support the illness or injury. The number of leave bank days that a member may withdraw cannot exceed the number of accumulated leave days that the member had available at the beginning of the school year in which the days are withdrawn. In any case, the maximum number of days that may be withdrawn is 90. After a member has withdrawn all the leave bank days to which he/she is entitled, the member may reapply for extra days contingent upon the member applying for disability retirement under either any public retirement system or social security.

- 13.9.6 When the member is able to return to work, the member shall be assessed 3 days each September 1st until the borrowed days are repaid.

ARTICLE 14

OTHER LEAVES

14.1 Leaves of Absence

14.1.1 Upon written request from a tenured teacher which shall contain the requested start date and return date, the Superintendent shall recommend that the Board of Education grant such teacher a leave of absence without salary up to two years, with said leave scheduled such that the teacher returns at the beginning of a marking period for any of the following reasons:

14.1.1.1 Care of family

14.1.1.2 Full time graduate study

14.1.1.3 Participation in officially sponsored teacher programs

14.1.2 Prior to March 1st of the leave year, such teacher shall file written notice of his/her intent to return to the District beginning September 1st of the following school year. Such teachers will be assigned to their previously held positions whenever possible.

14.1.3 Consecutive leaves may be requested. A teacher may request to return early from an approved leave. The granting of consecutive leaves and early returns is at the discretion of the District.

14.2 Leaves Without Salary Deduction

14.2.1 Teachers on probationary or on permanent appointment may be absent without deduction from salary for the following leaves:

14.2.1.1 Bereavement Leave – absence of a teacher because of the death of a parent, grandparent, guardian, spouse, brother, sister, child, in-law, grandchild, step-child, step-parent, and step-sibling, or other member of the family who resides in the household (to include domestic partners) not to exceed five (5) days within a ten (10) calendar day period of the death for each death.

Effective July 1, 2019, Members may use up to two (2) days of personal leave for the death of an extended family member not covered above. If a member does not have any personal leave, they may use up to two (2) days of sick leave instead. If documentation is required pursuant to Article 13.1.2, it may consist of a death notice or other acceptable proof.

14.2.1.2 Professional Leave – to visit schools when permitted by the

Superintendent of Schools not to exceed a total of two days in any one school year; to attend meetings, workshops or conferences directly related to education when permitted by the Superintendent; to attend meetings, conferences, hearings or to appear as a party or a witness at the request of or as a representative of the District or APSTA not to include the days in Article 4.5.

14.3 Other Leaves

14.3.1 Cases of absence not provided for in this contract shall be presented to the Superintendent for decision.

ARTICLE 15

INSURANCE AND ANNUITY

15.1 Health Insurance

15.1.1 Health Insurance for Active Members

- 15.1.1.1 Effective July 1, 2019, the member contribution will increase to sixteen percent (16%). Effective July 1, 2020, the member contribution will increase to eighteen percent (18%). Effective July 1, 2021, the member contribution will increase to twenty percent (20%).
- 15.1.1.2 Employee contributions towards premiums to be paid by payroll deductions. Consistent with any plan requirements, said contributions may be made through the District's IRS Section 125 plan.
- 15.1.1.3 APSTA and the District will implement a managed care prescription program with the purpose of containing cost and maintaining quality during the life of the contract.
- 15.1.1.4 Effective July 1, 2000, the District implemented and has since provided to APSTA members the Empire Deluxe PPO plan selected by APSTA pursuant to the provisions of Article 15.1.4 of the 1997-2002 Collective Bargaining Agreement (hereinafter "Plan" or "Health Insurance Plan").
- 15.1.1.5 Such plan(s) shall continue and may only be replaced by the District with a plan which is equal to or better than such plan(s). A determination of "equal to or better than" shall be based on a collective review of the entire benefit package, not simply a line by line comparison of benefits. The District shall not make any change in health insurance plan without first notifying and consulting with APSTA. The parties agree that any disagreement over the District's exercise of this right to change plan(s) shall, in lieu of proceeding under Article 16, be submitted to expedited arbitration, in accordance with Article 15.1.11 below. Any Demand to Arbitrate this issue must be filed by the grieving party within thirty (30) days of notice of change and any hearing scheduled within thirty (30) days of the demand being filed.
- 15.1.1.6 Effective July 1, 2003, or as soon thereafter as the plan can be self-insured and implemented, teachers shall have the option of choosing CDPHP. This is subject to the same premium contribution discussed above in Article 15.1.1.
- 15.1.1.7 The District and APSTA shall form a joint committee to examine health insurance costs and issues. Such committee may also include

representatives from other bargaining units. The precise composition and charge of the committee to be established in accordance with Article 5.5 of the Agreement. The purpose of such committee is to make recommendations to the District concerning any changes in health insurance (plan benefits, administrative fees, etc.) that would result in additional savings in this area and/or the better delivery of health insurance benefits to teachers. The committee will also act as a resource for the District and Association concerning such tasks as retaining health insurance consultants, with the District retaining the final decision on such issues, subject to any collective bargaining provisions. It is understood that while the committee is a resource and shall be consulted on such issues as may come before it, the District retains the final decision on such issues subject to any collective bargaining provisions.

- 15.1.1.8 The District shall share with Association representatives appointed to the above committee reasonable information related to health insurance options, cost, usage, rate setting, etc., except any specific personal information related to individual employees or which is otherwise protected by law. Depending on the type of information or data, it shall be reasonably shared on a timely basis with the Association representatives (e.g. quarterly). Rate setting information shall be provided to the APSTA Committee Chairperson(s) at the same time and format as the District receives it from its health insurance providers, third party, administrator, or consultant, as appropriate. If such rate setting information is not timely received, then the premium of unit members shall not be increased until such time as the rate setting information is provided to the Association. The purpose of providing the rate setting information to the Association representatives is to permit it the reasonable opportunity to review and be informed of the rate setting process and determination. It is understood by the parties that the precise details of such rate setting information varies by provider. For example, an HMO or other carrier provided plan may not provide significant detail whereas the District is normally in possession of more detailed information concerning its self-administered plans.

The District commits to sharing with the Association representatives the same level of information it receives concerning rate setting, subject only to any information which may be protected by law.

- 15.1.1.9 In the event of disagreement over either the District's or APSTA's compliance with the above contract terms in Article 15.1, such dispute shall, in lieu of proceeding under Article 16, be submitted to expedited arbitration. The parties agree to select, based on availability, an arbitrator in the following order: Dennis Campagna, Howard Edelman, Jeffrey Selchick or Eric Lawson. The determination of the Arbitrator shall be final and binding and the expenses of the arbitration shall be borne equally.

15.1.1.10 The School district wishes to offer CanaRx as a prescription resource available to members of the Association on a voluntary basis. Members would participate in CanaRx in accordance with the requirements of CanaRx in terms of enrollment and any forms to be completed. Information regarding participation in the program will be made available to members by the School District. Any administrative costs associated with the program being made available shall be borne by the School District.

The offering of CanaRx by the School District shall in no way replace or alter the existing prescription benefit program provided pursuant to Article 15.1 of the Agreement and is offered “in addition to” not “in lieu of” that existing program. Members of the Association may voluntarily choose to participate in CanaRx and shall continue to have the ability to use or return to the use of the prescription program offered under Article 15.1.

The parties agree that CanaRx may be offered as an alternative prescription program to members of the Association effective July 1, 2010.

The School District reserves the right to discontinue the offering of CanaRx at any time for any reason.

15.1.1.11 Health Insurance Waiver

15.1.1.11.1 Association Members who are eligible to participate in the District’s health insurance plan as provided in this Article shall be eligible for an annual stipend in return for waiving participation in health insurance for the following school year. Association members who are married to other employees of the School District are not eligible for this benefit and are only eligible for one family, one two-person, or two individual plans.

15.1.1.11.2 The amount of the annual stipend shall be \$900 for waiving single coverage and \$1,800 for waiving dependent coverage. Effective July 1, 2019, the annual stipend shall be determined as follows:

As of April 30, 2018, there were a total of one hundred and thirty-eight (138) Association members participating in the coverage waiver plan. Thus, the base number of one hundred and thirty-eight (138) shall be used. The base number shall never be less than one hundred and thirty-eight for the consideration of adjustments to the buy-back stipends even if the participation measured on any April 30th falls below this level.

For determination of any future rate changes, the number of participants as of April 30th (or the end date of the District’s open enrollment period should it change) shall be used for determining the rate for the following

year. If at a future time, an additional twelve (12) members who are otherwise eligible for health insurance, elect the coverage waiver (i.e. raising total participation to 150), the annual stipend shall be \$1,600 for an individual waiver and \$2,500 for a dependent waiver.

If, at a future time, an additional eight (8) members beyond the twelve (12) (i.e. 158 or more total participation) elect the coverage waiver, the annual stipend shall be \$2,000 for individual waiver and \$3,000 for dependent waiver.

While a member may elect to participate in the waiver stipend during a school year, the District will only make any payment change adjustments once per year at the start of the school year. This determination will be made by assessing the number of participants who have elected the waiver as of the second buyback payroll in April for the following school year.

In like fashion, should the total participation drop, the waivers shall revert to the prior levels. However, in no event will it be less than \$900 for an individual coverage waiver and \$1,800 for a dependent coverage waiver.

- 15.1.1.11.3 Any member requesting coverage waiver must submit proof that they are covered by another health insurance policy.
- 15.1.1.11.4 Any eligible member desiring to exercise this option must notify the human resources department during the District's annual open enrollment period of each school year immediately preceding the school year in which the waiver will be effective unless there is a qualifying event that allows a change in coverage level to occur. Payment shall be made by the District to the member in two equal parts, once in October and once in April of the school year in which coverage is waived.
- 15.1.1.11.5 Any member who has waived health insurance coverage pursuant to this Article and subsequently elects to have such coverage reinstated in accordance with the open enrollment period, or if during the school year of waiver, as a result of a qualifying event shall notify the human resources department in writing. If the reinstatement request meets the timelines established in the open enrollment period or meets the definition of a qualifying event, the District will make a request to the carrier for reinstatement accordingly. The unit member shall reimburse the District, from the time of reinstatement, on a pro-rata basis, 1/12 of the annual stipend for each month remaining in the school year in which the reinstatement becomes effective. Such reimbursement may be made by the District implementing payroll deductions. In such case, the member would receive a pro-rated amount of the buy-out sum.

15.1.2 **Health Insurance for Retirees**

- 15.1.2.1 Those who retire prior to the 2014-2015 school year will continue to have 100% District paid health insurance for the period of their retirement.

To be eligible for health insurance upon retirement from the District, a unit member must have been employed by the District for a minimum period of ten (10) consecutive years without a break in service. Leaves are not considered a break in service. Periods of unpaid leave (e.g. child care leaves) are not breaks in service but shall not count towards completing the required minimum of ten (10) years.

For those unit members who retire in the 2014-2015 school year only, any member who elects to receive health insurance in retirement shall contribute five percent (5%) of the cost of the premium for the type of plan selected. Effective for those who retire in the 2015-2016 school year and thereafter, any member who elects to receive health insurance in retirement shall contribute a percentage rate equal to what the percentage rate they are paying at the date of retirement. This percentage amount will then be fixed for the period of their retirement notwithstanding any future modifications to what active members contribute.

- 15.1.2.2 The District shall no longer be required to pay Medicare reimbursement to retirees who retired on or after September 1, 1991. Medicare reimbursement for retirees who retired prior to September 1, 1991 will remain at the 1993-94 amount. Health insurance benefits for those retirees who retired prior to September 1, 1991, shall be the equivalent of those in place and effect on July 1, 1991, except as noted herein. Health insurance benefits for those retirees who retired on or after September 1, 1991, shall be those available to teachers at the time of their retirement, except as noted herein or unless a change is made unilaterally by the provider.
- 15.1.2.3 Any teacher who retires on or after November 3, 1999 shall not be able to select the District's former Empire BC/BS Matrix plan for health insurance in retirement. They shall be afforded the plan in which they participate at the time of their retirement.
- 15.1.2.4 The District agrees that to the extent existing retirees are impacted by the change from the previous Empire BC/BS Matrix plan to the new plan on July 1, 2000, it shall reasonably endeavor to hold them harmless from any such change. (For example, if a new plan has a deductible which does not currently exist, it shall self-insure such deductible and pay it to the retiree upon a reasonable notice and verification process). By making this agreement, the District is in no way intending to diminish its existing

right to change retiree benefits now or in the future to the extent such right currently exists.

15.2 **Other Insurance**

15.2.1 The District shall provide and implement a full cafeteria plan under and consistent with IRS code 125 and its implementing regulations with the District paying the administrative costs thereof. Consistent with applicable law and regulations, such plan will permit employee contributions from employee health insurance premiums, unreimbursed medical and dental expenses, and allowable child care expenses, etc., in pre-tax dollars. Effective January 1, 2019, in accordance with the IRS's option to enable plan participants to carry over up to \$500 of unused funds for qualifying medical expenses from one plan year to the next, as soon as practicable, the maximum \$500 carry over option will be incorporated within the plan, enabling an employee access to any unused funds from the prior plan year. Only members who enroll in the cafeteria plan for the following year are eligible to the carry over provisions for unused funds.

15.2.2 The District will offer insurance options for teachers on a need basis through NYSUT Benefit Trust cafeteria plan at 100% payable by the teacher.

15.3 **Tax Sheltered Annuity**

15.3.1 The Board will continue its tax sheltered annuity program.

15.3.2 The District will pay out all lump sum payments at retirement into a unit member's 403(b) plan.

15.4 **Employee Assistance Program**

15.4.1 The district will provide an Employee Assistance Plan for teachers.

15.4.2 Prior to taking disciplinary action, the Superintendent may refer a teacher for EAP assistance. Participation information may be given to the District provided standards of confidentiality are met upon receipt of a signed authorization from the teacher.

ARTICLE 16

GRIEVANCE PROCEDURE

16.1 **Grievance Processing**

16.1.1 The preparation and processing of grievances under the various steps of the procedure, including the space needed, shall be conducted during the hours of employment insofar as practicable. All reasonable effort will be made to avoid interruption of classroom activity and involvement of students in any phase of the grievance procedure.

16.2 **Definitions**

16.2.1 A Grievance shall be defined as a dispute or controversy between either a teacher covered by this Agreement and the District or between APSTA and the District arising out of the application or interpretation of this Agreement or as defined by Section 682, Subdivision 4 of Article 16 of the General Municipal Law.

16.2.2 **Teacher**

16.2.2.1 A teacher, group of teachers or the Association who are affected by a grievance.

16.2.3 **Party of Interest**

16.2.3.1 The person or persons making the claim, and any person who might be required to take action or against whom action might be taken in order to resolve the problem.

16.3 **Purpose**

16.3.1 The primary purpose of the procedure set forth in this section is to secure, at the lowest level possible, equitable solutions to the problems of the parties. Nothing contained herein shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration.

16.4 **Policy**

16.4.1 A teacher shall have the right to be represented at any stage of the procedures by a person or persons of his/her own choice. All hearings shall be confidential. Each party to a grievance shall have access at reasonable times to all written statements and records pertaining to such case. Teachers are guaranteed the right to present grievances free from

any interference, coercion, restraint, discrimination or reprisal.

16.4.2 The aggrieved party(ies) shall not be prevented from using the grievance procedure by submitting any dispute for resolution to the building level labor/management committee.

16.4.3 Grievances must be brought within one (1) calendar year of the time when the grievant knew, or should have known, of the alleged violation upon which the grievance is based. It is understood that should timeliness of a grievance be an issue, the grievance may proceed through the process with the timeliness issue being decided by the appropriate hearing officer.

16.5 **Procedure**

16.5.1 **Informal Stage**

16.5.1.1 If the aggrieved party is a teacher, the aggrieved party shall present orally his/her grievance to the appropriate administrator who shall informally discuss the grievance with the aggrieved party. If the aggrieved party is the District, the aggrieved party shall present orally their grievance to the Labor Management Committee where the grievance shall be discussed informally.

16.5.1.2 The appropriate party of interest shall render his/her determination to the aggrieved party within five (5) school days after the grievance has been presented.

16.5.2 **Determination Hearing**

16.5.2.1 Within five (5) school days after a determination has been rendered in the preceding stage, any aggrieved party may present a written request to:

16.5.2.1.1 The Superintendent or his/her representative for review and determination, with copies to all Board members if the aggrieved is a teacher.

16.5.2.1.2 The APSTA President for review and determination, with copies to all APSTA Executive Committee members if the aggrieved is the District.

16.5.2.2 Included in this written statement shall be the nature of the grievance, settlement desired and the previous determination.

- 16.5.2.3 A determination shall be rendered within ten (10) school days after receipt of the written statements pursuant to Article 16.5.2.2. Copies of the determination and the reasons therefore shall be forwarded to all parties of interest and/or Board members.
- 16.5.2.4 Within five (5) school days after receipt of the written statements pursuant to Article 16.5.2.2, any party of interest may request a hearing before the determination. If such a request is received, a hearing shall be scheduled within ten (10) school days after receipt of the written statement referenced above. If such a hearing is held, either members of the Board of Education or APSTA Executive Committee, as the case may be, may attend same. A determination shall be rendered within five (5) school days of the date of the hearing.
- 16.5.2.5 Within five (5) school days after the determination has been rendered, any aggrieved party may present a written request using the other determination option listed in Article 16.5.2.1 subject to the limits stated.

16.6 **Arbitration**

- 16.6.1 If the aggrieved party is not satisfied with a determination from Article 16.5.2, the aggrieved may request arbitration within thirty (30) days. The aggrieved may request binding arbitration as to disputes involving contract application or interpretation thereof and advisory arbitration as to the grievable issues defined in Article 16 of the General Municipal Law.
- 16.6.1.1 The District and APSTA will choose an arbitrator from the following panel of who shall serve in rotating order: Dennis Campagna, Howard Edelman, Jeffrey Selchick and Eric Lawson. Changes to the panel shall be made by mutual written agreement of the parties. Arbitrations shall be governed by the Voluntary Arbitration Rules of the American Arbitration Association.
- 16.6.1.2 If an arbitration wheel and/or panel of arbitrators is not established, the District and APSTA will submit to arbitration under the Voluntary Arbitration Rules of the American Arbitration Association.
- 16.6.2 The cost of the services of the arbitration, including expenses, if any, will be borne equally by the Board of Education and the aggrieved. The aggrieved retains the right to pursue the grievance through the Commissioner of Education and the courts in keeping with the statutes and regulations pertaining therein.

16.7 **Time Limits**

16.7.1 If, for any reason, determinations are not rendered or hearings are not held within the time limits of any stage, the aggrieved may proceed directly to the next stage. The specification of time, limits in this article in terms of “school days” shall not delay processing grievances during summer or other recesses.

16.8 **Association Participation**

16.8.1 Association representation shall be as authorized by relative statutes.

ARTICLE 17

COMPENSATION

17.1 **Basic Salary Schedule for the 2016-2022 School Years**

17.1.1 Compensation for members of this bargaining unit for the 2016-2022 school years shall be in accordance with Appendix A.

2016-2017 – For the 2016-2017 school year, each member eligible for step shall advance in step or longevity and there is no increase to the salary schedule.

2017-2018 – For the 2017-2018 school year, each member eligible for step shall advance in step or longevity and the 2016-2017 salary schedule ~~by~~ shall be increased by one percent (1%) to create the new 2017-2018 salary schedule.

2018-2019 – For the 2018-2019 school year, each member eligible for step shall advance in step or longevity and the 2017-2018 salary schedule shall be increased by one and one-quarter percent (1.25%) to create the new 2018-2019 salary schedule.

2019-2020 – For the 2019-2020 school year, each member eligible for step shall advance in step or longevity and the 2018-2019 salary schedule shall be increased by one and one-quarter percent (1.25%) to create the new 2019-2020 salary schedule.

2020-2021 – For the 2020-2021 school year, each member eligible for step shall advance in step or longevity and the 2019-2020 salary schedule shall be increased by one and one-half percent (1.5%) to create the 2020-2021 salary schedule.

2021-2022 – For the 2021-2022 school year, each member eligible for step shall advance in step or longevity and the 2020-2021 salary schedule shall be increased by one and one-half percent (1.5%) to create the 2021-2022 salary schedule.

17.2 **Single Column Salary Schedule**

17.2.1 There shall be a single salary schedule reflective of employees with a Master's Degree as attached hereto as Appendix "A". Those employees previously paid on what were known as Columns I, II, IV, V, VI and VII in the 1994-97 agreement shall be compensated by using the base salary

column and making the following adjustments:

Previous Column	Definition	Adjustment from Base Column
I	BA Degree or less	Minus \$2,000
II	BA + 30 Semester Hours of Approved Credit	Minus \$500
III	MA or BA + 30 Semester Hours of Approved Credit Hours at the Graduate Level	No Adjustment
IV	BA + 60 Semester Hours of Approved Credit	Add \$1,000
V	MA + 15 Semester Hours of Approved Credit	Add \$1,000
VI	MA + 30 Semester Hours of Approved Credit	Add \$1,800
VII	MA + 60 Semester Hours of Approved Credit	Add \$4,000

17.6.2 Any employee hired on or after September 1, 1996 may only be placed on the attached base salary schedule or with the BA Degree (Column I) deduction, as appropriate, and is not eligible for any of the remaining additions or deductions set forth above.

17.6.3 It is further understood that the District has discretion in placement of new employees on any level it determines to be appropriate.

17.7 Compensation and Vacation Time for Incarcerated Youth Instructors

17.7.1 Incarcerated Youth Instructor Salary Schedule

Year	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021
1 st	\$38.42	\$38.80	\$39.29	\$39.78	\$40.38
2 nd	\$39.98	\$40.38	\$40.88	\$41.40	\$42.02
3 rd	\$40.34	\$40.74	\$41.25	\$41.77	\$42.39
4 th	\$51.83	\$52.35	\$53.00	\$53.67	\$54.47
5 th -18 th	\$54.89	\$55.44	\$56.13	\$56.83	\$57.69
19 th plus	\$57.44	\$58.01	\$58.74	\$59.47	\$60.37

Year	2021-2022
1 st	\$40.98
2 nd	\$42.65
3 rd	\$43.03
4 th	\$55.29
5 th -18 th	\$58.55
19 th plus	\$61.27

17.7.2 Incarcerated Youth Instructor Vacation

17.7.2.1 All Incarcerated Youth teachers will receive three (3) weeks paid vacation, which will coincide with the Christmas, winter and spring breaks as designated on the school calendar.

17.7.2.2 In addition to the vacation days provided in 17.7.2.1, all full-time Incarcerated Youth teachers will be provided fifteen (15) additional days of paid vacation during the year provided these days do not cause the Incarcerated Youth program any reduction in revenues or increase in costs.

17.7.3 All increases in compensation, program cost and other benefits will be funded exclusively from funding sources other than the District’s general fund.

17.8 Compensation for School Nurses

17.8.1	Level	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22
	1	\$ 39,732	\$ 40,924	\$ 42,152	\$ 43,416	\$ 44,719	\$ 46,060
	2	\$ 41,191	\$ 42,221	\$ 43,276	\$ 44,358	\$ 45,467	\$ 46,604
	3	\$ 42,978	\$ 44,052	\$ 45,154	\$ 46,283	\$ 47,440	\$ 48,626
	4	\$ 44,819	\$ 45,939	\$ 47,088	\$ 48,265	\$ 49,472	\$ 50,709
	5	\$ 46,657	\$ 47,823	\$ 49,019	\$ 50,244	\$ 51,501	\$ 52,788
	6	\$ 48,554	\$ 49,768	\$ 51,012	\$ 52,287	\$ 53,595	\$ 54,934
	7	\$ 50,067	\$ 51,319	\$ 52,602	\$ 53,917	\$ 55,265	\$ 56,646
	8	\$ 51,641	\$ 52,932	\$ 54,255	\$ 55,612	\$ 57,002	\$ 58,427
	9	\$ 53,223	\$ 54,554	\$ 55,917	\$ 57,315	\$ 58,748	\$ 60,217
	10	\$ 55,146	\$ 56,525	\$ 57,938	\$ 59,386	\$ 60,871	\$ 62,393

Longevity payments for Nurses are \$1,500 after fifteen years (15) and \$1,500 after twenty years (20) of service to the District. These longevity payments are cumulative and are effective July 1, 2017.

17.8.2 Nurses shall be placed on the schedule based on years of service in the District as a nurse, to a maximum of Level 10.

17.9 **Coaching Salary Schedule**

17.9.1 Teachers shall be paid for coaching athletics, academic coach and debate in accordance with the salary schedules contained in Appendix B of this agreement.

If there is no qualified applicant for a coaching position, the Superintendent may assign a physical education teacher who does not have a coaching assignment to such assignment under the following conditions:

- No such assignment more than two consecutive years to the same PE teacher;
- The PE teacher will be notified of such assignment no later than sixty (60) calendar days before the start of the season;
- No more than one sport per year to a PE teacher;
- If a PE teacher is involuntarily assigned, they will receive a twenty percent (20%) addition to the stipend for the position; and,
- A PE teacher so involuntarily assigned, may appeal to a committee consisting of an Assistant Superintendent, Director of Athletics, APSTA President, and an APSTA designee on the basis of hardship to be relieved of such assignment. Any such appeal shall be submitted in writing within two weeks of notice of assignment. The Committee will meet to determine within two weeks of receipt of the appeal. If the Committee cannot come to a majority decision, the Superintendent of Schools shall, within two weeks, determine which will be final and binding whose decision is not subject to grievance.

17.10 **Athletic Supervisory Salary Schedule**

17.10.1 Teachers performing supervisory or other duties at athletic events shall be paid in accordance with the salary schedule contained in Appendix C of this Agreement.

17.11 **Individual Education Programs**

17.11.1 All teachers assigned to the Department of Special Education who are required to prepare individual education programs for special education students, shall receive a payment of \$800 in addition to their regular salary.

17.12 **Additional Credit Hours**

17.12.1 All credits applicable for salary differential in Columns II and IV must be college credits which were or are acceptable as partial requirements for

either a graduate or an undergraduate degree. Requirements for differentials provided in Columns V, VI and VII remain unchanged.

- 17.12.2 The Board of Education will pay \$25 per semester hour of approved college credit beyond that required for the Baccalaureate Degree up to a total of 90 semester hours.
- 17.12.3 The credit hours must be presented to the Board of Education on or before December 1 or April 1 of each given year in blocks of three semester hours. Determination of eligibility for the additional compensation will be made as of September 1 and/or February 1 of each year, and salaries will be increased as of those dates.
- 17.12.4 The procedures as outlined in the above sections will also apply to the semester hours earned subsequent to the award of the MA degree up to a total of 60 semester hours.
- 17.12.5 Effective September 1, 1996 credit hours attained on or after this date will not be eligible for salary differentials. A joint committee will be formed to review applications and approve courses. Teachers will receive 100% reimbursement for tuition provided graduate courses are from an accredited institution, courses outside of their certification area are approved by the joint committee, and the amount of reimbursement does not exceed the average course cost as determined by the joint committee. Teachers would not lose hours credited to salary differentials prior to September 1, 1996. The guidelines governing tuition reimbursement and the form for requesting tuition reimbursement are attached hereto as Appendix "L".

17.13 Summer School Compensation

- 17.13.1 Summer school teachers belonging to this unit shall be compensated at the following rates per hour:

\$37.50	2011-June 30, 2019
\$42.50	July 1, 2019-2022

17.14 Compensation Beyond 184 Days

- 17.14.1 Teachers shall receive an amount equal to 1/200 of their regular salary for each full day required to work beyond the 184 day school year as defined by the school calendar.

17.15 Mileage Reimbursement/Stipend

- 17.15.1 All teachers required to provide their own transportation between school

district buildings on school days as a condition of their employment shall receive a stipend as follows: \$200 per year for up to 3 miles per day and \$350 per year for 3.1 – 6 miles per day. Payment shall be at the end of the first and second semesters. Those teachers traveling over 6 miles per day shall be reimbursed for their expenses at the current IRS reimbursement rate. Payment shall be made by the District following the submission of the mileage reimbursement form. Actual mileage between district buildings shall be measured by the district and be based on the most direct route of travel available.

17.16 Club Advisors

17.16.1 The Board of Education and the Albany Public School Teachers' Association mutually recognize that a comprehensive extracurricular activities program is an essential component of good education. While the number and variety of school clubs and organizations may vary from year to year depending on both teacher and student interest, a list which exemplifies the kinds of extracurricular activities that have been operative at the Albany High School in recent years is contained in Appendix D of this Agreement along with the compensation that shall be paid.

17.17 Department Chairs/Building Curriculum Leaders/Social Workers/Curriculum Work/Alternative Education

17.17.2 Building Curriculum Leaders, Department Chairs/Coordinators, PAR Consultant Teachers and instructional coaches shall be incorporated into the Agreement at their current compensation as reflected in Appendix "M". It is understood that teachers holding such positions shall not evaluate other teachers. Building Curriculum Leaders, Department Chairs/Coordinators and instructional coaches shall not engage in administrative decisions such as deciding room assignments, determining scheduling, determining subject assignments, or such similar items.

Given the vagaries of a TOSA's schedule, the workday will remain within the limits set forth in Article 12, but flexed as determined by the TOSA's schedule to accommodate before or after-school meetings, professional development or other TOSA-related responsibilities. The TOSA will be full-time released from instructional duties.

For all positions in this section, and by March 15 of each year, there will be a no-fault, bilateral notice requirement to continue or discontinue in that position the following school year.

17.17.3 The District and the Association agree to review the case and/or work load assignments of social workers to examine its distribution. The

District will take any steps it determines appropriate to reach an equitable distribution of case and/or work load with the understanding that hiring additional staff is not required, unless the District so determines.

- 17.17.4 Teachers who perform curriculum work requested by the District shall be compensated at the following rates per hour:

2011-June 30, 2018	\$37.50
July 1, 2018-2022	\$40.50

- 17.17.5 Teachers who perform alternative education programs at the request of the District and outside of their regular work day, shall be compensated at the following rates hour:

2011-June 30, 2018	\$40.50
July 1, 2018-2022	\$44.00

- 17.17.6 Teachers who perform regular duties as a member of a Building RtI Team which meets outside of the normal school day shall be paid an annual stipend of \$775. Beginning in the 2018-2019 school year, this stipend shall be increased to \$800. Building Principals shall designate such “regular members” in accordance with direction from the Superintendent or his/her designee. No teacher member shall be entitled to more than one full stipend as a result of this provision.

- 17.17.7 It is understood that Chairpersons may aid administrators in the processing of scheduling information, including determining how many sections are required of particular classes or which courses may be taught. Chairpersons will not be responsible for scheduling other unit members nor will they match unit members with schedules.

Chairpersons will survey and further identify individual department or member needs regarding department budgets, but the responsibility of determining where assets will be spent rests solely with administration. Chairpersons will not make determinations as to the allotment of budget money.

Chairpersons will not make any room assignments whatsoever.

Chairpersons will not serve as observers or evaluators under the Parties’ APPR plan with the exception of participating in the Peer Assistance Program.

Chairpersons will not make hiring determinations regarding stipend Positions or work.

Administrators may not delegate administrative decisions to members of

the Association.

Subject to the above limitation, Chairpersons will be expected to coordinate department efforts and assist administrators with duties including, but not limited to: assisting department staff with analyzing student data to improve instruction and student outcomes, supporting department staff in developing highly effective instructional strategies and classroom techniques to produce successful student outcomes, conduct department meetings, participate in appropriate district-wide meetings as directed by their supervisor, and assist with staffing concerns.

Chairpersons appointed to K-12 responsibilities shall receive an annual stipend of \$6,000 for performing the work of a chairperson. If a Chairperson is appointed to less than K-12, the stipend shall be prorated. Chairpersons shall not receive release time to perform their duties and are expected to work an additional hour beyond the teacher work day to perform duties. Duties may also be performed during the teacher work day as appropriate to the Chairperson's schedule.

17.18 80% Rule

17.18.1 Any teacher who has not worked for 80% of the school year due to taking an unpaid leave and/or being hired after November 1 shall not advance a level on the salary schedule.

17.19 Tuition Waiver

17.19.1 Teachers who reside outside the City School District of Albany may enroll their children in the Albany System tuition free.

17.20 National Board Certification Stipend

1. Upon satisfying the conditions set forth herein, a teacher achieving National Board Certification shall be paid an additional \$3,000 per year for so long as such certification is maintained and the conditions of this provision are satisfied.

2. In order for a teacher to initiate the additional stipend payment to his/her salary, he/she must notify the Superintendent of Schools, in writing, on or before March 15th of the prior school year that he/she has achieved National Certification and shall submit proof of certification. Thereafter, the stipend shall continue for so long as the teacher possesses the certification.

3. The teacher must notify the Superintendent of Schools, in writing, if, for any reason, he/she no longer possesses National Certification.

4. In exchange for receiving the stipend, the teacher shall provide additional services to the District consistent with the certification which, by consensus, are acceptable to the Superintendent, teacher, and Association. Such services may consist of such things as mentoring and annual National Certification Awareness training.

17.21 Music Stipends

1. Stipends will be paid for the following positions and compensate for all events correlating to the positions: Marching Band Director, \$4715; Assistant Marching Band Director, \$3772; and Color Guard Director, \$3772.

2. Those music teachers (Pre-K – 12) that are not receiving the above stipends will be eligible to receive the curriculum development rate if an event is less than three (3) hours. If the event runs beyond three (3) hours, then the teacher will receive \$125.00.

3. All requests to attend compensation eligible events must receive prior approval from the Music Supervisor.

4. Eligible events include, but are not limited to, IBO tutoring (before or after school); festivals outside of the District (e.g., area all-state competitions); weekend and evening events coordinated by outside groups such as Booster Club, City Hall, School Boards Association, and District-sponsored events on recess/holiday or weekend duties. Generally, events that are intended to be fund raisers will not qualify for hourly or daily payments.

5. Hiring for the three (3) stipend positions will be performed in accordance with the hiring protocol established for all other stipend and coaching positions.

17.22 Effective January 1, 2019, or as soon thereafter as can be implemented, all unit members are required to utilize direct deposit of pay into a credit union or bank of their choice.

17.23 School Social Workers/School Psychologists

17.23.1 The School District may assign School Social Workers or School Psychologists with the additional qualifications to supervise other School Social Workers (LMSW) for the purpose of providing Medicaid eligible services or other mandated counseling services to students.

17.23.2 It is understood that the duties included with such supervision include, but are not limited to, the following:

- The supervisor discusses with the LMSW the diagnosis and

- treatment plan for each student;
- The supervisor discusses each student’s case on a regular basis with the LMSW to provide the LMSW with guidance and oversight related to the diagnosis and treatment of each student;
- The supervisor regularly reviews and evaluates the professional work of the LMSW;
- The supervisor provides at least two hours per month of in-person or group clinical supervision to LMSW(s); and,
- The supervisor co-signs the session notes of the LMSW(s) on a bi-monthly basis.

17.23.3 Recognizing the additional work burden from such an assignment, any School Social Worker with such additional qualifications who is assigned to supervise a School Social Worker for the purpose of providing Medicaid eligible services to students shall receive an annual stipend of \$2,500 as a result of such assignment. This stipend shall be retroactive to September 1, 2017 so as to include the two School Social Workers who have been providing such supervision since that date.

17.23.4 The parties agree that such positions shall be posted in accordance with the Agreement commencing with the 2018-2019 school year. The assignments shall not be posted for the 2017-2018 school year and the members who have been assigned such duties and been performing such duties shall receive the stipend as set forth above. If the positions are posted and there are no applicants or no qualified applicants, the District may assign these duties to a qualified member. In such case, the involuntary assignment may not be for more than two (2) consecutive years to the same member. The District will not appoint the two School Social Workers who have been providing such supervision since September 1, 2017 for the 2018-2019 school year unless those individuals choose to apply for the posting.

17.24 **School Counselors**

- 17.24.1 High School, School Counselors – are approved for a maximum of 20 additional workdays effective with the summer of 2005.
1. The number of paid summer days will not exceed the maximum of twenty (20) days.
 2. Summer days shall be defined as those days after the last day of the teacher school work year in June, and before the start of the first teacher school workday in September.
 3. The compensation for the additional 20 days shall be computed by dividing the annual salary of the school counselor by 200 days, multiplying by 20 and adding this amount to the annual contractual salary.
 4. The daily rate for all of such days shall be computed on the basis of the annual contract salary for the school year in which July and August are a part. This includes days that are worked during June at

the end of the prior school year.

5. School Counselors will continue to be regarded as 10-month employees with an adjusted salary schedule reflective of the additional days worked.

6. The School Counselors before the end of the school year will submit a written schedule of planned workdays to the Building Principal. After review and approval by the Building Principal, the Director of Pupil Personnel Services will approve the planned schedules.

7. It is the expectation that School Counselors will work all of the additional 20 workdays during the period of time indicated in item #4 above. If that does not occur, an adjustment for those days not worked will be made prior to the end of the school year.

8. School Counselors will submit written confirmation to their Building Principal of days actually worked at the end of the summer. After review by the Building Principal, the Director of Pupil Personnel Services will verify in writing to the Superintendent that the correct amount of service was received.

9. The Superintendent shall approve any requests for payment of days in excess of the maximum stated above in writing after review and approval of a written request for such consideration from the Director of Pupil Personnel Services. Payment for such additional time shall not be routinely anticipated and will only be considered based upon specific circumstances.

10. It is understood that, in the event that a School Counselor leaves District employment prior to the end of the school year in June, such School Counselor may owe money to the District based upon his/her final salary proration. Even though working additional days in the summer, School Counselors paid in equal biweekly installments year round will be paid in advance to some extent until the dollar value of service provided actually equals or exceeds the amount paid to date later in the year.

11. The total contractual salary amount, including the additional 20 work days, shall be paid over 26 bi-weekly pays as is established for 12-month employees.

17.24.2 Middle School, School Counselors – are approved for a maximum of 5 additional workdays.

1. Definition of school year shall be the same as in 17.24.1.2 above.

2. Compensation for the additional 5 days shall be made on the first pay of July of the new school year. Computation of the daily rate for such days shall be computed as outlined above in 17.24.1.3.

3. Scheduling, approval and documentation of time was shall similarly occur as outlined in 17.24.1 above.

4. The regular pay schedule of School Counselors in this section shall continue to be 21 pays. These individuals will continue to have the option of selecting the “5 time” multiple pay in June.

5. As necessary, the statement in 17.24.1.10 above concerning recoupment shall also apply.

ARTICLE 18

PROVISIONS OF TAYLOR LAW

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

ARTICLE 19

DURATION

The provisions of this agreement become effective July 1, 2011 and shall remain in full force and effect until June 30, 2022.

This 2011-2022 Agreement supersedes the 2006-2011 Agreement, as amended by the Memoranda of Agreement, dated April 25, 2011 and September 12, 2018.

Any articles, sections or portions of the 2006-2011 Agreement not addressed by either the April 25, 2011 or September 12, 2018 Memoranda of Agreements, or other Memoranda of Agreements shall continue.

APPENDIX A

ALBANY PUBLIC SCHOOL TEACHERS' ASSOCIATION SALARY SCHEDULE

	100.00%	101.00%	101.25%	101.25%	101.50%	101.50%
LEVEL	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22
1	\$52,140	\$52,661	\$53,320	\$53,986	\$54,796	\$55,618
2	53,965	54,505	55,186	55,876	56,714	57,565
3	56,198	56,760	57,469	58,187	59,060	59,946
4	58,499	59,084	59,822	60,570	61,478	62,401
5	60,795	61,403	62,170	62,948	63,892	64,850
6	63,167	63,799	64,596	65,404	66,385	67,380
7	65,059	65,710	66,531	67,363	68,373	69,399
8	67,026	67,696	68,542	69,399	70,440	71,497
9	69,002	69,692	70,563	71,445	72,517	73,605
10	71,407	72,121	73,023	73,935	75,044	76,170
11	73,894	74,633	75,566	76,510	77,658	78,823
12	76,468	77,233	78,198	79,176	80,363	81,569
13	79,476	80,271	81,274	82,290	83,524	84,777
14	83,614	84,450	85,506	86,575	87,873	89,191
15	89,244	90,136	91,263	92,404	93,790	95,197
16	89,244	90,136	91,263	92,404	93,790	95,197
17	89,244	90,136	91,263	92,404	93,790	95,197
18	89,244	90,136	91,263	92,404	93,790	95,197
19	96,246	97,208	98,424	99,654	101,149	102,666
20	96,246	97,208	98,424	99,654	101,149	102,666
21	96,246	97,208	98,424	99,654	101,149	102,666
22	96,246	97,208	98,424	99,654	101,149	102,666
23	96,246	97,208	98,424	99,654	101,149	102,666
24	96,246	97,208	98,424	99,654	101,149	102,666
25	96,246	97,208	98,424	99,654	101,149	102,666
26	100,285	101,288	102,554	103,836	105,393	106,974
27	100,285	101,288	102,554	103,836	105,393	106,974
28	100,285	101,288	102,554	103,836	105,393	106,974
29	100,285	101,288	102,554	103,836	105,393	106,974
30	102,596	103,622	104,917	106,229	107,822	109,439

The Level 19 increment is earned by completion of 18 actual years teaching service in the Albany Schools or by completion of four years on level 15.

The Level 26 increment is earned by completion of 25 actual years teaching service in the Albany Schools or by completion of seven years on level 19.

The Level 30 increment is earned by completion of 29 actual years teaching service in the Albany Schools or by completion of four years on level 26.

APPENDIX B

INTERSCHOLASTIC ATHLETICS COMPENSATION

The classifications for interscholastic athletic activities are based on the following criteria:

1. Length of coaching season
2. Number of athletes for which the coach is responsible
3. Degree of safety in the sport
4. Number of subordinate coaches
5. Equipment maintenance
6. Number of interscholastic competitions
7. Level of competition
8. Number of teams for which the coach is responsible
9. Post season responsibility
10. Length of practice session
11. Responsibility of coach in management of athletic activity
12. Schedule responsibility of coach

The five step salary schedule is established to provide incentive for coaches. This salary schedule is established with the clear understanding that movement from step-to-step on the schedule represents experience within the field for a specific sport coached in the Albany City School District.

An additional incentive of \$100.00 per year for each additional year coached in the field in the Albany City School District above and beyond the ten years will be paid above Step 5 of the Coaches' Salary Schedule up to a maximum of \$1,000.

COACHES SELECTION

The Superintendent of Schools agrees to make appointments to interscholastic coaching positions in the following order of priority:

1. From physical education teaching staff who are members of the teachers' bargaining unit
2. From other qualified members of the teachers' bargaining unit
3. From other qualified persons other than members of the teachers' bargaining unit

Those coaches who filled a coaching position in the 1990-91 school year, who are not members of the teachers' bargaining unit, may be reappointed to coaching positions provided such reappointments are continuous and uninterrupted except for health reasons.

In the event the individual appointed is not in accordance with the priority list, those individuals who have applied for the same position who are higher on the priority list shall, upon request, be entitled to receive a letter stating specific reasons for non-selection.

**COACHES SALARY SCHEDULE
2016-17 and
2017-18**

(Prepared
8/9/2018)

		Step 1	Step 2	Step 3	Step 4	Step 5
Academic Coach		\$5,248	\$5,373	\$5,498	\$5,623	\$5,748
Debate	Head Coach	7,123	7,248	7,373	7,498	7,622
	Assistant Coach	5,798	5,923	6,048	6,173	6,298
Cross Country	Varsity	3,062	3,186	3,311	3,436	3,561
	Modified	2,562	2,687	2,812	2,936	3,062
Football	Varsity	4,374	4,499	4,623	4,748	4,874
	Varsity Assistant & JV	3,436	3,561	3,686	3,811	3,936
	JV Assistant & Modified	2,936	3,062	3,186	3,311	3,436
	Modified Assistant	2,374	2,499	2,625	2,781	2,936
Golf	Varsity	2,374	2,499	2,625	2,781	2,936
Football Cheerleading	Varsity	2,625	2,781	2,936	3,062	3,186
	Junior Varsity	2,125	2,249	2,374	2,499	2,625
	Combined JV & Varsity	3,062	3,186	3,311	3,436	3,561
Basketball Cheerleading	Varsity	2,936	3,062	3,186	3,311	3,436
	Junior Varsity	2,499	2,625	2,781	2,936	3,062
	Combined JV & Varsity	3,436	3,561	3,686	3,811	3,936
	Modified	1,999	2,125	2,249	2,374	2,499
Drill Team - Winter	Varsity	2,514	2,640	2,772	2,883	2,998
	Varsity Assistant	2,201	2,312	2,427	2,524	2,625
Drill Team - Spring	Varsity	2,514	2,640	2,772	2,883	2,998
	Varsity Assistant	2,201	2,312	2,427	2,524	2,625
Soccer	Varsity	3,311	3,436	3,561	3,686	3,811
	Varsity Assistant & JV	2,781	2,936	3,062	3,186	3,311
	Modified	2,249	2,374	2,499	2,625	2,781
Swimming	Men's Varsity	3,686	3,811	3,936	4,092	4,248
	Men's Varsity Assistant	3,186	3,311	3,436	3,561	3,686
	Women's Varsity	3,186	3,311	3,436	3,561	3,686
	Women's Varsity Assist	2,499	2,625	2,781	2,905	3,062
	Men's Modified	2,625	2,781	2,936	3,062	3,186
	Men's Modified Assistant	2,125	2,249	2,374	2,499	2,625
Tennis	Varsity	3,186	3,311	3,436	3,561	3,686
Basketball	Varsity	4,374	4,499	4,623	4,748	4,874
	Varsity Assistant & JV	3,436	3,561	3,686	3,811	3,936
	Freshman	2,936	3,062	3,186	3,311	3,436
	Modified	2,374	2,499	2,625	2,781	2,936
Bowling	Varsity	2,625	2,781	2,936	3,062	3,186

Indoor Track	Varsity	4,374	4,499	4,623	4,748	4,874
	Assistant	3,436	3,499	3,686	3,811	3,936
Wrestling	Varsity	3,686	3,811	3,936	4,092	4,248
	Varsity Assistant	3,186	3,311	3,436	3,561	3,686
	Junior Varsity	2,625	2,781	2,936	3,062	3,186
	Modified	2,125	2,249	2,374	2,499	2,625
Volleyball	Varsity	3,186	3,311	3,436	3,561	3,686
	Varsity Assistant & JV	2,499	2,625	2,781	2,936	3,062
	Modified	2,061	2,187	2,312	2,436	2,562
Baseball	Varsity	3,311	3,436	3,561	3,686	3,811
	Varsity Assistant & JV	2,781	2,936	3,062	3,186	3,311
	Modified	2,249	2,374	2,499	2,625	2,781
Softball	Varsity	3,311	3,436	3,561	3,686	3,812
	Varsity Assistant & JV	2,781	2,936	3,062	3,186	3,311
	Modified	2,249	2,374	2,499	2,625	2,781
Outdoor Track	Varsity	3,311	3,436	3,561	3,686	3,812
	Assistant	2,781	2,936	3,062	3,186	3,311
	Modified	2,281	2,405	2,531	2,656	2,781

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COACHES SALARY SCHEDULE		(Prepared 8/9/2018)				
2018-19		115.00%	115.00%	115.00%	115.00%	115.00%
		Step 1	Step 2	Step 3	Step 4	Step 5
Academic Coach		\$6,035	\$6,179	\$6,322	\$6,466	\$6,610
Debate	Head Coach	8,192	8,335	8,479	8,622	8,766
	Assistant Coach	6,667	6,812	6,956	7,099	7,242
Cross Country (same as softball and tack)	Varsity	3,808	3,951	4,095	4,239	4,382
	Modified	2,587	2,730	2,874	3,018	3,198
Football	Varsity	5,030	5,174	5,317	5,460	5,605
	Varsity Assistant & JV	3,951	4,095	4,239	4,382	4,527
	JV Assistant & Modified	3,377	3,521	3,664	3,808	3,951
	Modified Assistant	2,730	2,874	3,018	3,198	3,377
Golf	Varsity	2,730	2,874	3,018	3,198	3,377
Football Cheerleading	Varsity	3,018	3,198	3,377	3,521	3,664
	Junior Varsity	2,443	2,587	2,730	2,874	3,018
	Combined JV & Varsity	3,521	3,664	3,808	3,951	4,095
Basketball Cheerleading	Varsity	3,377	3,521	3,664	3,808	3,951
	Junior Varsity	2,874	3,018	3,198	3,377	3,521
	Combined JV & Varsity	3,951	4,095	4,239	4,382	4,527
	Modified	2,299	2,443	2,587	2,730	2,874
Drill Team - Winter	Varsity	2,891	3,036	3,188	3,315	3,448
	Varsity Assistant	2,532	2,658	2,791	2,903	3,018
Drill Team - Spring	Varsity	2,891	3,036	3,188	3,315	3,448
	Varsity Assistant	2,532	2,658	2,791	2,903	3,018
Soccer	Varsity	3,808	3,951	4,095	4,239	4,382
	Varsity Assistant & JV	3,198	3,377	3,521	3,664	3,808
	Modified	2,587	2,730	2,874	3,018	3,198
Swimming	Men's Varsity	4,239	4,382	4,527	4,706	4,885
	Men's Varsity Assistant	3,664	3,808	3,951	4,095	4,239
	Women's Varsity	3,664	3,808	3,951	4,095	4,239
	Women's Varsity Assist	2,874	3,018	3,198	3,341	3,521
	Men's Modified	3,018	3,198	3,377	3,521	3,664
	Men's Modified Assistant	2,443	2,587	2,730	2,874	3,018
Tennis	Varsity	3,664	3,808	3,951	4,095	4,239
Basketball	Varsity	5,030	5,174	5,317	5,460	5,605
	Varsity Assistant & JV	3,951	4,095	4,239	4,382	4,527
	Freshman	3,377	3,521	3,664	3,808	3,951
	Modified	2,730	2,874	3,018	3,198	3,377
Bowling	Varsity	3,018	3,198	3,377	3,521	3,664

Indoor Track	Varsity	5,030	5,174	5,317	5,460	5,605
	Assistant	3,951	4,095	4,239	4,382	4,527
Wrestling	Varsity	4,239	4,382	4,527	4,706	4,885
	Varsity Assistant	3,664	3,808	3,951	4,095	4,239
	Junior Varsity	3,018	3,198	3,377	3,521	3,664
	Modified	2,443	2,587	2,730	2,874	3,018
Volleyball	Varsity	3,664	3,808	3,951	4,095	4,239
	Varsity Assistant & JV	2,874	3,018	3,198	3,377	3,521
	Modified	2,370	2,515	2,658	2,802	2,946
Baseball	Varsity	3,808	3,951	4,095	4,239	4,382
	Varsity Assistant & JV	3,198	3,377	3,521	3,664	3,808
	Modified	2,587	2,730	2,874	3,018	3,198
Softball	Varsity	3,808	3,951	4,095	4,239	4,383
	Varsity Assistant & JV	3,198	3,377	3,521	3,664	3,808
	Modified	2,587	2,730	2,874	3,018	3,198
Outdoor Track	Varsity	3,808	3,951	4,095	4,239	4,383
	Assistant	3,198	3,377	3,521	3,664	3,808
	Modified	2,623	2,766	2,911	3,054	3,198

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- If a PE teacher is involuntarily assigned, they will receive a twenty percent(20%) addition to the stipend for the position.

COACHES SALARY SCHEDULE		(Prepared 8/9/2018)				
2019-20		105.00%	105.00%	105.00%	105.00%	105.00%
		Step1	Step2	Step3	Step4	Step5
Academic Coach		\$6,337	\$6,488	\$6,638	\$6,789	\$6,941
Debate	Head Coach	8,601	8,752	8,903	9,053	9,204
	Assistant Coach	7,001	7,152	7,303	7,454	7,605
Cross Country	Varsity	3,998	4,149	4,300	4,451	4,602
	Modified	2,716	2,867	3,017	3,169	3,358
Football	Varsity	5,282	5,432	5,583	5,733	5,885
	Varsity Assistant & JV	4,149	4,300	4,451	4,602	4,753
	JV Assistant & Modified	3,546	3,697	3,848	3,998	4,149
	Modified Assistant	2,867	3,017	3,169	3,358	3,546
Golf	Varsity	2,867	3,017	3,169	3,358	3,546
Football Cheerleading	Varsity	3,169	3,358	3,546	3,697	3,848
	Junior Varsity	2,566	2,716	2,867	3,017	3,169
	Combined JV & Varsity	3,697	3,848	3,998	4,149	4,300
Basketball Cheerleading	Varsity	3,546	3,697	3,848	3,998	4,149
	Junior Varsity	3,017	3,169	3,358	3,546	3,697
	Combined JV & Varsity	4,149	4,300	4,451	4,602	4,753
	Modified	2,414	2,566	2,716	2,867	3,017
Drill Team-Winter	Varsity	3,035	3,187	3,348	3,481	3,621
	Varsity Assistant	2,658	2,791	2,931	3,048	3,169
Drill Team-Spring	Varsity	3,035	3,187	3,348	3,481	3,621
	Varsity Assistant	2,658	2,791	2,931	3,048	3,169
Soccer	Varsity	3,998	4,149	4,300	4,451	4,602
	Varsity Assistant & JV	3,358	3,546	3,697	3,848	3,998
	Modified	2,716	2,867	3,017	3,169	3,358
Swimming	Men's Varsity	4,451	4,602	4,753	4,941	5,130
	Men's Varsity Assistant	3,848	3,998	4,149	4,300	4,451
	Women's Varsity	3,848	3,998	4,149	4,300	4,451
	Women's Varsity Assist	3,017	3,169	3,358	3,508	3,697
	Men's Modified	3,169	3,358	3,546	3,697	3,848
	Men's Modified Assistant	2,566	2,716	2,867	3,017	3,169
Tennis	Varsity	3,848	3,998	4,149	4,300	4,451
Basketball	Varsity	5,282	5,432	5,583	5,733	5,885
	Varsity Assistant & JV	4,149	4,300	4,451	4,602	4,753
	Freshman	3,546	3,697	3,848	3,998	4,149
	Modified	2,867	3,017	3,169	3,358	3,546
Bowling	Varsity	3,169	3,358	3,546	3,697	3,848

Indoor Track	Varsity	5,282	5,432	5,583	5,733	5,885
	Assistant	4,149	4,300	4,451	4,602	4,753
Wrestling	Varsity	4,451	4,602	4,753	4,941	5,130
	Varsity Assistant	3,848	3,998	4,149	4,300	4,451
	Junior Varsity	3,169	3,358	3,546	3,697	3,848
	Modified	2,566	2,716	2,867	3,017	3,169
Volleyball	Varsity	3,848	3,998	4,149	4,300	4,451
	Varsity Assistant & JV	3,017	3,169	3,358	3,546	3,697
	Modified	2,489	2,641	2,791	2,942	3,094
Baseball	Varsity	3,998	4,149	4,300	4,451	4,602
	Varsity Assistant & JV	3,358	3,546	3,697	3,848	3,998
	Modified	2,716	2,867	3,017	3,169	3,358
Softball	Varsity	3,998	4,149	4,300	4,451	4,603
	Varsity Assistant & JV	3,358	3,546	3,697	3,848	3,998
	Modified	2,716	2,867	3,017	3,169	3,358
Outdoor Track	Varsity	3,998	4,149	4,300	4,451	4,603
	Assistant	3,358	3,546	3,697	3,848	3,998
	Modified	2,754	2,904	3,056	3,207	3,358

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COACHES SALARY SCHEDULE		(Prepared 8/9/2018)				
2020-21		105.00%	105.00%	105.00%	105.00%	105.00%
		Step1	Step2	Step3	Step4	Step5
Academic Coach		\$6,654	\$6,813	\$6,970	\$7,129	\$7,288
Debate	Head Coach	9,031	9,189	9,348	9,506	9,664
	Assistant Coach	7,351	7,510	7,669	7,827	7,985
Cross Country	Varsity	4,198	4,356	4,515	4,673	4,832
	Modified	2,852	3,010	3,168	3,328	3,525
Football	Varsity	5,546	5,704	5,862	6,020	6,179
	Varsity Assistant & JV	4,356	4,515	4,673	4,832	4,991
	JV Assistant & Modified	3,723	3,882	4,040	4,198	4,356
	Modified Assistant	3,010	3,168	3,328	3,525	3,723
Golf	Varsity	3,010	3,168	3,328	3,525	3,723
Football Cheerleading	Varsity	3,328	3,525	3,723	3,882	4,040
	Junior Varsity	2,694	2,852	3,010	3,168	3,328
	Combined JV & Varsity	3,882	4,040	4,198	4,356	4,515
Basketball Cheerleading	Varsity	3,723	3,882	4,040	4,198	4,356
	Junior Varsity	3,168	3,328	3,525	3,723	3,882
	Combined JV & Varsity	4,356	4,515	4,673	4,832	4,991
	Modified	2,534	2,694	2,852	3,010	3,168
Drill Team-Winter	Varsity	3,187	3,347	3,515	3,655	3,802
	Varsity Assistant	2,791	2,931	3,077	3,200	3,328
Drill Team-Spring	Varsity	3,187	3,347	3,515	3,655	3,802
	Varsity Assistant	2,791	2,931	3,077	3,200	3,328
Soccer	Varsity	4,198	4,356	4,515	4,673	4,832
	Varsity Assistant & JV	3,525	3,723	3,882	4,040	4,198
	Modified	2,852	3,010	3,168	3,328	3,525
Swimming	Men's Varsity	4,673	4,832	4,991	5,189	5,386
	Men's Varsity Assistant	4,040	4,198	4,356	4,515	4,673
	Women's Varsity	4,040	4,198	4,356	4,515	4,673
	Women's Varsity Assist	3,168	3,328	3,525	3,684	3,882
	Men's Modified	3,328	3,525	3,723	3,882	4,040
	Men's Modified Assistant	2,694	2,852	3,010	3,168	3,328
Tennis	Varsity	4,040	4,198	4,356	4,515	4,673
Basketball	Varsity	5,546	5,704	5,862	6,020	6,179
	Varsity Assistant & JV	4,356	4,515	4,673	4,832	4,991
	Freshman	3,723	3,882	4,040	4,198	4,356
	Modified	3,010	3,168	3,328	3,525	3,723
Bowling	Varsity	3,328	3,525	3,723	3,882	4,040

Indoor Track	Varsity	5,546	5,704	5,862	6,020	6,179
	Assistant	4,356	4,515	4,673	4,832	4,991
Wrestling	Varsity	4,673	4,832	4,991	5,189	5,386
	Varsity Assistant	4,040	4,198	4,356	4,515	4,673
	Junior Varsity	3,328	3,525	3,723	3,882	4,040
	Modified	2,694	2,852	3,010	3,168	3,328
Volleyball	Varsity	4,040	4,198	4,356	4,515	4,673
	Varsity Assistant & JV	3,168	3,328	3,525	3,723	3,882
	Modified	2,613	2,773	2,931	3,089	3,248
Baseball	Varsity	4,198	4,356	4,515	4,673	4,832
	Varsity Assistant & JV	3,525	3,723	3,882	4,040	4,198
	Modified	2,852	3,010	3,168	3,328	3,525
Softball	Varsity	4,198	4,356	4,515	4,673	4,833
	Varsity Assistant & JV	3,525	3,723	3,882	4,040	4,198
	Modified	2,852	3,010	3,168	3,328	3,525
Outdoor Track	Varsity	4,198	4,356	4,515	4,673	4,833
	Assistant	3,525	3,723	3,882	4,040	4,198
	Modified	2,891	3,050	3,209	3,367	3,525

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COACHES SALARY SCHEDULE		(Prepared 8/9/2018)				
2021-22		105.00%	105.00%	105.00%	105.00%	105.00%
		Step1	Step2	Step3	Step4	Step5
Academic Coach		\$6,987	\$7,154	\$7,319	\$7,485	\$7,652
Debate	Head Coach	9,483	9,649	9,815	9,981	10,147
	Assistant Coach	7,718	7,885	8,052	8,218	8,384
Cross Country	Varsity	4,408	4,574	4,741	4,907	5,073
	Modified	2,995	3,161	3,327	3,494	3,702
Football	Varsity	5,823	5,989	6,155	6,321	6,488
	Varsity Assistant & JV	4,574	4,741	4,907	5,073	5,240
	JV Assistant & Modified	3,909	4,076	4,242	4,408	4,574
	Modified Assistant	3,161	3,327	3,494	3,702	3,909
Golf	Varsity	3,161	3,327	3,494	3,702	3,909
Football Cheerleading	Varsity	3,494	3,702	3,909	4,076	4,242
	Junior Varsity	2,829	2,995	3,161	3,327	3,494
	Combined JV & Varsity	4,076	4,242	4,408	4,574	4,741
Basketball Cheerleading	Varsity	3,909	4,076	4,242	4,408	4,574
	Junior Varsity	3,327	3,494	3,702	3,909	4,076
	Combined JV & Varsity	4,574	4,741	4,907	5,073	5,240
	Modified	2,661	2,829	2,995	3,161	3,327
Drill Team-Winter	Varsity	3,347	3,514	3,691	3,838	3,992
	Varsity Assistant	2,931	3,078	3,231	3,360	3,494
Drill Team-Spring	Varsity	3,347	3,514	3,691	3,838	3,992
	Varsity Assistant	2,931	3,078	3,231	3,360	3,494
Soccer	Varsity	4,408	4,574	4,741	4,907	5,073
	Varsity Assistant & JV	3,702	3,909	4,076	4,242	4,408
	Modified	2,995	3,161	3,327	3,494	3,702
Swimming	Men's Varsity	4,907	5,073	5,240	5,448	5,655
	Men's Varsity Assistant	4,242	4,408	4,574	4,741	4,907
	Women's Varsity	4,242	4,408	4,574	4,741	4,907
	Women's Varsity Assist	3,327	3,494	3,702	3,868	4,076
	Men's Modified	3,494	3,702	3,909	4,076	4,242
	Men's Modified Assistant	2,829	2,995	3,161	3,327	3,494
Tennis	Varsity	4,242	4,408	4,574	4,741	4,907
Basketball	Varsity	5,823	5,989	6,155	6,321	6,488
	Varsity Assistant & JV	4,574	4,741	4,907	5,073	5,240
	Freshman	3,909	4,076	4,242	4,408	4,574
	Modified	3,161	3,327	3,494	3,702	3,909

Bowling	Varsity	3,494	3,702	3,909	4,076	4,242
Indoor Track	Varsity	5,823	5,989	6,155	6,321	6,488
	Assistant	4,574	4,741	4,907	5,073	5,240
Wrestling	Varsity	4,907	5,073	5,240	5,448	5,655
	Varsity Assistant	4,242	4,408	4,574	4,741	4,907
	Junior Varsity	3,494	3,702	3,909	4,076	4,242
	Modified	2,829	2,995	3,161	3,327	3,494
Volleyball	Varsity	4,242	4,408	4,574	4,741	4,907
	Varsity Assistant & JV	3,327	3,494	3,702	3,909	4,076
	Modified	2,744	2,912	3,078	3,244	3,411
Baseball	Varsity	4,408	4,574	4,741	4,907	5,073
	Varsity Assistant & JV	3,702	3,909	4,076	4,242	4,408
	Modified	2,995	3,161	3,327	3,494	3,702
Softball	Varsity	4,408	4,574	4,741	4,907	5,074
	Varsity Assistant & JV	3,702	3,909	4,076	4,242	4,408
	Modified	2,995	3,161	3,327	3,494	3,702
Outdoor Track	Varsity	4,408	4,574	4,741	4,907	5,074
	Assistant	3,702	3,909	4,076	4,242	4,408
	Modified	3,036	3,202	3,369	3,536	3,702

An additional \$100 per year for each additional year coached in the field in the CSDA above and beyond 10 years will be paid above step 5 above up to a maximum of \$1,000.

If there is no qualified applicant for a coaching position, the Superintendent may assign a physical education teacher who does not have a coaching assignment to such assignment under the following conditions:

- No such assignment more than two consecutive years to the same teacher;
- The teacher will be notified of such assignment no later than sixty(60) calendar days before the start of the season;
- No more than one sport per year to a teacher;
- If a PE teacher is involuntarily assigned, they will receive a twenty percent(20%) addition to the stipend for the position

APPENDIX C

SALARY SCHEDULE FOR SUPERVISION FOR OTHER DUTIES AT ATHLETIC EVENTS

1. FOOTBALL GAMES. Estimated 3 hours at prevailing hourly rate of:

\$ 15.00 per hour	2011-2012
\$ 15.00 per hour	2012-2013
\$ 15.00 per hour	2013-2014
\$ 15.00 per hour	2014-2015
\$ 15.00 per hour	2015-2016

2. BASKETBALL GAMES. Estimated 2 hours per game at prevailing hourly rate of:

\$ 15.00 per hour	2011-2012
\$ 15.00 per hour	2012-2013
\$ 15.00 per hour	2013-2014
\$ 15.00 per hour	2014-2015
\$ 15.00 per hour	2015-2016

3. Estimated 4 hours for both a varsity and a junior varsity game at prevailing hourly rate of:

\$ 15.00 per hour	2011-2012
\$ 15.00 per hour	2012-2013
\$ 15.00 per hour	2013-2014
\$ 15.00 per hour	2014-2015
\$ 15.00 per hour	2015-2016

APPENDIX D

CLUB ADVISORS

Teachers who sponsor Prisms, Patron or Drama Club shall be compensated in accordance with the following schedule in addition to the elimination of an extra duty assignment but in lieu of a reduction in the number of instructional classes: Yearbook - \$5,000; School Newspaper - \$4,000; Dramatics - \$5,500.

In recognition of the importance of all elements of the extracurricular program, sponsors of the remaining below-listed organizations or other organizations that similarly become members of the general organization that have been approved by the Board of Education shall be provided an honorarium in the amount of \$250.00 annually. For those organizations having more than one sponsor, the honorarium shall be divided equally among the sponsors.

Athletic Club	Latin Club
Beta Phi	Moot Court/Mock Trial
Business Club/DECA	Music/Band
Cheerleaders	*National Honor Society
Communications/AHS Communications	*Patron (Newspaper)
Cycling Club	Philodoxia/Philologia/Debate and Speech
Drama Club	*Prisms (Yearbook)
Falcon Film Society	Science Society
Falcon Shop	*Senior Breakfast Club
Fashion Club	*Senior Class
French Club	Ski Club
Freshman Class	Sophomore Class
Future Business Leaders of America (FBLA)	Spanish Club
Future Home Makers of America	Students Against Drunk Driving (SADD)
Hiking Club	*Student Government
*Inkblot	Teens Against Reckless Endangerment (TARE)
International Foreign Exchange Club	Theta Alpha/Sigma
Italian Club	VICA
Junior Class	
Key Club	

*No duty assignment

Prepared 8/9/2018								
Non-Schedule		BASE	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22
Club Advisors	Yearbook	\$5,000	\$5,000	\$5,000	\$5,500	\$5,500	\$5,500	\$5,500
	Newspaper	\$4,000	\$4,000	\$4,000	\$4,500	\$4,500	\$4,500	\$4,500
	Dramatics	\$5,500	\$5,500	\$5,500	\$6,000	\$6,000	\$6,000	\$6,000
	Clubs	\$250	\$250	\$250	\$300	\$300	\$300	\$300
Coaches (see coaches salary schedule)								
Appendix C	Hourly	\$15.00	\$15.00	\$15.00	\$17.00	\$17.00	\$17.00	\$17.00
Summer School*	Hourly	\$37.50	\$37.50	\$37.50	\$37.50	\$42.50	\$42.50	\$42.50
Curriculum Work	Hourly	\$37.50	\$37.50	\$37.50	\$40.50	\$40.50	\$40.50	\$40.50
Night School	Hourly	\$40.50	\$40.50	\$40.50	\$44.00	\$44.00	\$44.00	\$44.00
RTI		\$775	\$775	\$775	\$800	\$800	\$800	\$800
Nat. Board Cert.		\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000
Music Stipends	Band Dir	\$4,715	\$4,715	\$4,715	\$5,100	\$5,100	\$5,100	\$5,100
	Asst March Color Guard	\$3,772	\$3,772	\$3,772	\$4,170	\$4,170	\$4,170	\$4,170
		\$3,772	\$3,772	\$3,772	\$4,170	\$4,170	\$4,170	\$4,170
Sixth Period		\$6,000	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000
IEP		\$800	\$800	\$800	\$800	\$800	\$800	\$800
ALC (increase schedule by same rate as teacher schedule- displayed on teacher salary schedule)								
Robotics	Head*	\$2,500	\$2,500	\$2,500	\$3,100	\$3,100	\$3,100	\$3,100
	Asst		\$2,500	\$2,500	\$2,800	\$2,800	\$2,800	\$2,800
	Asst		\$2,500	\$2,500	\$2,800	\$2,800	\$2,800	\$2,800
	Asst		\$2,500	\$2,500	\$2,800	\$2,800	\$2,800	\$2,800

*Includes any non-work day student instruction such as after school assigned/performed instruction.

APPENDIX E

Annual Professional Performance Review (APPR)

Refer to My Learning Plan for current information and forms for the Annual Professional Performance Review, except the APPR Summer School Form, which is on the following page.

PROFESSIONAL SUPPORT PLAN GUIDELINES

March 17, 2015

Revised January 4, 2019

Initial Interventions and Supports

It is understood that Principals or other Administrators who have observed a teacher's instructional practice may offer support to that teacher at any time. This process does not need to be formalized (as in the case for the Professional Support Plan or Teacher Improvement Plan). Rather, any support given to teachers around instructional practice may be informally documented through email, written feedback, meeting minutes, etc. It is recognized that a key component to offering teachers support at the initial stage is providing feedback around a commonly understood expectation (e.g. the District's Instructional Framework or the NYSUT Teacher Practice Rubric).

Support strategies may include, but are not limited to, one or more of the following:

- Additional walkthroughs that focus on an area of concern with shared written feedback to the teacher.
- Suggested professional development around the particular area of concern.
- Recommended collegial collaboration with mentor, coach, grade level team, PAR Consultant Teacher, colleague, etc. This may include the ability to visit and observe other teachers or schools.
- Suggested reading or professional text about instructional strategies that would benefit practice.
- Engage in a cycle of inquiry with the principal around an area of focus.
- Meetings with an administrator prior to walkthroughs for feedback around the area of focus.
- Plan with an "expert" in the area of focus; for example, a behavior specialist if the issue is classroom management.
- Other support strategies may be appropriate dependent upon the circumstances.

Following implementation of any support strategies and continued documentation or evidence of areas of concern around the teacher's practice by the Principal or supervising administrator, if further support is necessary due to lack of demonstrated improvement by the teacher, it is expected that the next level of support would be implemented in a formalized, documented support plan as outlined below. A formalized, documented support plan may also be immediately implemented by a Principal or supervising administrator, upon evidence of egregious teacher practice(s) that negatively impacts student(s) or student safety, if time does not permit first using the informal stage.

Professional Support Plan [PSP]

- Professional Support Plans will be written and implemented with consideration given to the ratings received on the APPR observation components. They will be developed by the Principal or supervising administrator in consultation with the Teacher and a PAR Consultant Teacher.
- Professional Support Plans are not mandated but may be written based on the criteria outlined below to provide targeted support to identified teachers.
- Professional Support Plans are to be developed from the previous year's APPR Formal Observation Components and based on the NYS Teaching Standards, or may be based on deficiencies in teacher classroom performance or other areas of student instruction or behavior (e.g. excessive student referrals or parental complaints indicating a communication issue) noted by the Principal or supervising administrator in which case the teacher may be placed on any

level of tiered intervention as appropriate to the level of concern.

- Professional Support Plans may be implemented for tenured or probationary teachers.
- For those teachers placed on a PSP, the PSP will be discontinued upon demonstration of acceptable improvement in the area(s) of growth noted in the PSP through consensus of all of the participants in the PSP (Supervising Administrators, PAR Consultant Teacher and Classroom Teacher). If consensus cannot be reached, the PSP shall continue.
- Any teacher on a PSP shall not be assigned a sixth period class.

PSPs may include (but are not limited to):

- Any interventions or supports recommended in the Initial Interventions and Supports section of this document.
- Professional development supports around identified areas of problem or concern, or practice deemed ineffective and/or developing through the observation process.
- Additional formal and informal observations. Targeted written feedback will be
- provided following all observations by the Principal, supervising administrator or PAR Consultant Teacher.
- Coaching Cycles or Small Group Mentoring as coordinated by the PAR Consultant Teacher and/or Instructional/Data coaches as appropriate.
- Weekly/daily lesson plans focusing on the area of problem or concern may be required to be submitted prior to instruction (a lesson plan template may be developed on a case by case basis as a function of PSP). Written feedback will be provided as identified in the individual PSP. The teacher may be directed to seek out additional supports, such as peer visitation or professional reading.

Replacement of Appendix V (pg 31) “Teacher Assistance Action Plan” of the APSTA Bargaining Agreement

Professional Support Plan

Employee:

School:

Administrators:

Date:

Statement of the Problem/Concern	Goal(s)	Strategies and Resources Needed to Meet Goals	Evidence of Completion	Completion Date

Signatures:

Teacher

Date

Administrator

Date

Administrator

Date

PAR

Date

**City School District of Albany
Annual Professional Performance Review
Summer School Form**

Teacher's Name _____ Date _____

School _____

Appointment Status _____ Subject or Grade Level _____

Meets
Professional
Objectives

Does Not Meet
Professional
Objectives

1. Content Knowledge

The teacher shall demonstrate a thorough knowledge of the subject matter area and curriculum.

- Lessons reflect a deep understanding of content and important concepts and principles within the curriculum.
- Demonstrates knowledge of prerequisite relationships within a curriculum that are needed for effective learning.

Evidence _____

Comments _____

Meets
Professional
Objectives

Does Not Meet
Professional
Objectives

2. Preparation

The teacher shall demonstrate appropriate preparation employing the necessary pedagogical practices to support instruction.

- Identifies long- and short-term objectives compatible with the curriculum.
- Plans instruction effectively.
- Previews and selects appropriate instructional activities and materials from available sources.
- Ensures that District-provided materials are available.
- Integrates community resources, when applicable.

Evidence _____

Comments _____

Meets
Professional
Objectives

Does Not Meet
Professional
Objectives

3. Instructional Delivery

The teacher shall demonstrate that the delivery of instruction results in active student involvement, appropriate teacher/student interaction and meaningful lesson plans resulting in student learning.

- Designs coherent instruction by providing a stimulating environment that presents appropriate content for the instructional level; activities and materials are logically sequenced and lessons are closed with a summary of what has been learned.
- Communicates clearly and accurately by identifying what is expected in the learning situation and by providing clear directions with appropriate language.
- Uses questioning and discussion techniques to a variety of students to encourage participation in the learning process.
- Engages the students learning by using a variety of activities, assignments, instructional materials and resources.
- Creates a structure for learning and establishes appropriate pacing to meet the objectives of the lesson.
- Demonstrates flexibility and student responsiveness by adjusting lessons as needed and by providing time for interaction while striving to complete unit of study in a timely fashion.
- Encourages analytical and critical thinking.

Evidence _____

Comments _____

Meets
Professional
Objectives

Does Not Meet
Professional
Objectives

4. Classroom Management

The teacher shall demonstrate classroom management skills supportive of diverse student learning needs which create an environment conducive to student learning.

- Provides an environment of respect and rapport in which the student feels emotionally and physically secure.
- Establishes a culture for learning that takes pride in student accomplishments, encourages desirable work habits and study skills with an expectation that learning and achievement will take place.
- Manages routine and transitions effectively.
- Organizes physical space that allows for optimal learning experience for students.

Evidence _____

Comments _____

Meets
Professional
Objectives

Does Not Meet
Professional
Objectives

5. Student Development

The teacher shall demonstrate knowledge of student development, an understanding and appreciation of diversity and the regular application of developmentally appropriate instructional strategies for the benefit of all students.

- Demonstrates knowledge of students, including characteristics of age groups, varied approaches to learning, skills and knowledge, interests and cultural heritage.
- Demonstrates patience, acceptance and interest in students.
- Promotes a positive learning environment by creating an atmosphere where students feel free to express their views while showing respect for others.
- Manages student behavior through clear expectations of and consistent reactions to student behavior.

Evidence _____

Comments _____

Meets
Professional
Objectives

Does Not Meet
Professional
Objectives

6. Student Assessment

The teacher shall demonstrate that he or she implements assessment techniques based on appropriate learning standards designed to measure students' progress in learning.

- Assesses student learning for congruence with instructional goals and congruence with State Learning Standards.
- Modifies instructional plans and methods for improvement of instruction.
- Maintains accurate records including student completion of assignments, student progress in learning and non-instructional records.
- Develops indicators of success to serve as guidelines for measuring student achievement.
- Plans for performance assessment including unwritten evaluation.
- Provides feedback to students, which is substantive, constructive and specific to improved progress in student learning.
- Encourages self-evaluation.

Evidence _____

Comments _____

APPENDIX G

PROVISIONS OF FAIR DISMISSAL LAW SECTION 3031 OF THE EDUCATION LAW

The people of the State of New York, represented in Senate and Assembly, do enact as follows:

Section three thousand thirty-one of the State Education Law, as added by Chapter 866 of the laws of 1976 and amended by Chapter 442 of the laws of 1980, is hereby amended to read as follows:

Section 3031 Procedure when tenure not to be granted at conclusion of probationary period or when services to be discontinued.

Notwithstanding any other provision of this chapter except in cities having a population of one million or more [,]:

- (a) boards of education and boards of cooperative educational services shall review all recommendations not to appoint a person on tenure, and teachers employed on probation by any school district or by any board of cooperative educational services, as to whom a recommendation is to be made that appointment on tenure not be granted or that their services be discontinued shall, at least 30 days prior to the board meeting at which such recommendation is to be considered, be notified of such intended recommendation and the date of the meeting at which it is to be considered. Such teacher may, not later than 21 days prior to such meeting, request in writing that he be furnished with a written statement giving the reasons for such recommendation and within seven days thereafter such written statement shall be furnished. Such teacher may file a written response to such statement with the district clerk not later than seven days prior to the date of the board meeting.
- (b) Where a board of education, trustee of a common school district, or board of cooperative educational services votes to reject the recommendation of a superintendent of schools, district superintendent or district principal to grant tenure to any teacher employed on probation, such vote shall be considered advisory and at least thirty days prior to the board meeting at which such recommendation is to be finally considered, the board shall notify said teacher of its intention to deny tenure and the date of the board meeting at which it will take final action. Such teacher may, not later than twenty-one days prior to such meeting, request in writing that he be furnished with a written statement giving the board's reason for such intended action and within seven days thereafter such written statement should be furnished. Such teacher may file a written response to such statement with the district clerk not later then seven days prior to the date of the Board meeting.
- (c) This section shall not be construed as modifying existing law with respect to the rights of probationary teachers or the power and duties of boards of education, trustees of a common school district, or boards of cooperative educational services, with respect to the discontinuance of services of teachers or appointments on tenure of teachers.

APPENDIX H

PROVISIONS OF EDUCATION LAW §3214

§ 3214. Student placement, suspensions and transfers

1. School delinquent. A minor under seventeen years of age, required by any of the provisions of part one of this article to attend upon instruction, who is an habitual truant from such instruction or is irregular in such attendance or insubordinate or disorderly or disruptive or violent during such attendance, is a school delinquent.

2. Special day schools. The school authorities of any city or school district may establish schools or set apart rooms in public school buildings for the instruction of school delinquents, and fix the number of days per week and the hours per day of required attendance, which shall not be less than is required of minors attending the full time day schools.

APPENDIX H-2

STIPULATION OF SETTLEMENT

1. Section 10.5.1 of the contract embodies the right of the teacher to request that the principal exclude a pupil from class as therein set forth; the District is bound to follow the statute (Education Law §3214, subdivision 3) where it applies; the contractual section does not require the District to exclude, but it does require that the District exercise its discretion reasonably and advise, and consult with, the teacher involved.
2. Once the District acts to exclude the pupil, the contract requires that the pupil not be readmitted until after the principal, the parents and the teacher have conferred jointly. The rule of reason discussed above shall apply to this requirement where appropriate.
3. In cases of an exclusion by the teacher and a return of the pupil to class by administration shortly thereafter, a joint conference is not required, but the District should make its determination with the provisions of §10.5.1 in mind and with the teacher being advised and consulted as much as possible, within the rule of reason herein discussed, in the decision making prior to the student's return to class. Shortly is defined as any time prior to the conclusion of the next scheduled class in which the pupil and teacher would be together in the same course.

Dated: November 17, 1989

APPENDIX I

Intentionally left blank

APPENDIX J

GENERAL MUNICIPAL LAW

§ 682. Definitions

Article 15-C

As used herein, the following terms shall have the following meanings:

1. “Government” or “employer” shall mean any county, city, town, village, school district or other political subdivision in this state having one hundred or more full-time employees, except the city of New York.
2. “Public employee” or “employee” shall mean any person directly employed and compensated by a government, except persons employed in the legislative or judicial branch thereof.
3. “Supervisor” shall mean any person, regardless of title, who is assigned to exercise any level of supervisory responsibility over public employees.
4. “Grievance” shall mean any claimed violation, misinterpretation or inequitable application of the existing laws, rules, procedures, regulations, administrative orders or work rules of a government or a department or agency thereof, which relate to or involve employee health or safety, physical facilities, materials or equipment furnished to employees or supervision of employees; provided, however, that such term shall not include any matter involving an employee’s rate of compensation, retirement benefits, disciplinary proceeding or any matter which is otherwise reviewable pursuant to law or any rule or regulation having the force and effect of law.

(Formerly §602, added L. 1962, c.554 §1; renumbered 682, L. 1964, c266, §21.)

APPENDIX L

APSTA TUITION REIMBURSEMENT FORM

Name: _____ Date: _____

Address: _____ School: _____

Area of permanent certification _____ Date obtained _____

For registered nurses: Date of employment with District _____

Course Information:

Month/Year _____ College _____ Course # _____ Course Title _____

of Hours _____ Semester Grade _____ Date of Payment _____ Amount Claimed _____

If the graduate course is outside the area of your certification and/or teaching assignment, offer a brief explanation of how it would be related to your teaching assignment.

For Tuition Reimbursement Committee use:

Date _____ Tuition Reimbursement Approved _____ Denied _____ Committee Chair person's Initials _____

APSTA TUITION REIMBURSEMENT GUIDELINES

The following guidelines were developed by the Joint Tuition Reimbursement Committee:

1. Tuition reimbursement will be given automatically to teachers taking graduate courses in their area of certification and/or teaching assignment.
2. Graduate courses taken outside of the area of certification and/or teaching assignment must be approved by the Tuition Reimbursement Committee. Application for approval of courses should be forwarded to the Office of Human Resources.
3. Tuition reimbursement will apply only to those graduate courses taken subsequent to permanent certification.
4. After the completion of three years of employment with the District, registered nurses will be eligible to receive tuition reimbursement for undergraduate courses leading to a BA/BS degree in the field of nursing. The same parameters established in paragraph 5 below will apply to these courses.
5. Tuition reimbursement will reflect the SUNY tuition rate except for courses not offered by SUNY, in which case there will be a \$1,000 tuition cap for a 3-hour course. Payment will be made for courses completed with a grade of B or higher. (Pass/Failure courses will require a grade of Passing.) Payment will be issued upon receipt of an official transcript and proof of payment.
6. The Tuition Reimbursement Committee shall include four representatives from APSTA and two representatives from the District (see 13.10.3 for decisions).

APPENDIX M

City School District of Albany BUILDING CURRICULUM LEADERSHIP TEAM STIPENDS

Listed below are the proposed stipends and individual school budgets for the Building Curriculum Leadership Team teacher members.

These stipends were developed using a base of \$300 for each teacher leader plus the September, 1997 school enrollment figure at \$1.00 per student.

In order to maintain equity of distribution between the smallest and largest school, no individual stipend is less than \$500 per teacher or more than \$1,200 per teacher.

School	Base Stipend	Additional Stipend Based On Student Enrollment	Total Stipend Per Teacher	Total Teacher Stipends Per School
AHES	300.00	680.00	980.00	4900.00
ASH	300.00	620.00	920.00	4600.00
Giffen	300.00	560.00	860.00	4300.00
Montessori Magnet	300.00	290.00	590.00	2950.00
PSES	300.00	940.00	1240.00 1200.00	6000.00
TOAST	300.00	530.00	830.00	4150.00
Pine Hills	300.00	570.00	870.00	4350.00
Delaware CS	300.00	360.00	660.00	3300.00
NSE	300.00	820.00	1120.00	5600.00
NAA	300.00	320.00	620.00	3100.00
MMA	300.00	180.00	480.00 500.00	2500.00
Eagle Point Elementary	300.00	290.00	590.00	2950.00
Tony Clement Center for Education	300.00	75.00	375.00 500.00	2500.00
Hackett	300.00	670.00	970.00	4850.00
PLMA	300.00	730.00	1030.00	5150.00
AHS	300.00	2210.00	2510.00 1200.00	6000.00
HGHS	300.00	205.00	505.00	2525.00
Abrookin	300.00	N/A	500.00	2500.00

APPENDIX N

Albany City School District and APSTA Waiver Form

Building: _____

Date: _____

Site Administrator: _____

Signature of Site Administrator: _____

APSTA Building Representatives: _____

Signature of APSTA Building Rep: _____

Waiver Intent/Contract Article:

Waiver brought to District-Wide Labor Management on
_____ (Date)

Waiver request approved _____
Waiver request denied _____

After approval by District-Wide Labor Management, the building level

waiver vote needs to take place within 5 school days from receipt of this waiver form. This form, along with the official ballots must be returned to the President of APSTA for official files.

Outcome of the building level vote:

“Yes” Votes: _____

“No” Votes: _____

Total Votes: _____

IN WITNESS WHEREOF, the parties hereto, the President of the Association for the Albany Public School Teachers' Association and the Superintendent of Schools, have hereunto affixed their names.

Date: August 13, 2019

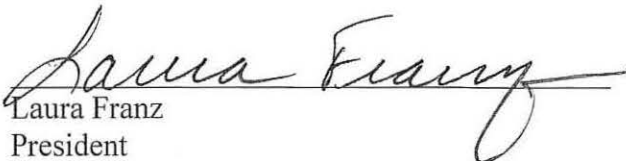
Date: August 13, 2019

FOR THE DISTRICT:

FOR APSTA:



Kaweeda G. Adams
Superintendent of Schools



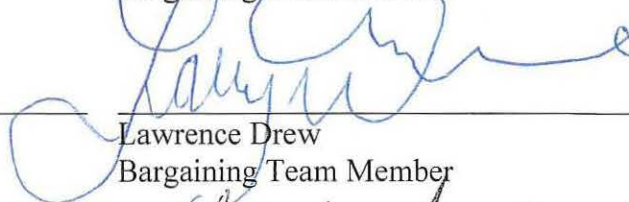
Laura Franz
President



Mathew Petrin
Human Resources Administrator



Deanna Carras, Chief Negotiator
Bargaining Team Member



Lawrence Drew
Bargaining Team Member



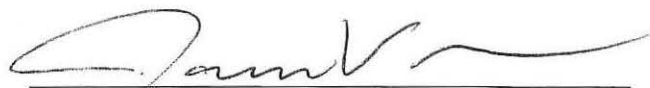
Lori McKenna
Assistant Superintendent



Leah Gaetano
Bargaining Team Member



Susan Gray
Bargaining Team Member



Jim Grove
Bargaining Team Member

8-23-23
MEMORANDUM OF AGREEMENT
By and between
THE CITY SCHOOL DISTRICT OF ALBANY
AND
THE ALBANY PUBLIC SCHOOL TEACHERS ASSOCIATION

August 28, 2023

The Albany Public School Teachers Association (“APSTA”) and the City School District of Albany (“District”) hereby enter into the following Memorandum of Agreement to amend the 2011-2022 collective bargaining agreement (“Agreement”) between the parties. The terms of this Memorandum shall amend the prior collective bargaining agreement and shall be incorporated into a new agreement from July 1, 2022 through June 30, 2025. Any Articles, Sections or portions of the 2011-2022 Agreement not discussed herein shall continue and be incorporated into the successor collective agreement. The parties understand and agree that the terms of this Memorandum of Agreement shall not be effective unless and until they are approved by the Board of Education of the District and ratified by the Association.

1. Article 15, Health Insurance –

- Effective July 1, 2024, change CDPHP from HMO to EPO;

2. Article 17, Compensation (p. 60) –

Delete Article 17.1.1 and replace it with the following:

“Compensation for members of this bargaining unit (except nurses) for the 2022-2025 school years shall be in accordance with Appendix A. *[need new appendix A]*

2022-2023 – Step plus 2% with the salary schedule being increased by 2%. Step has already been received where appropriate. Only those members who are employed by the District as of the approval of this MOA by the Board and any members who retired from the District between July 1, 2022 and the date this MOA is approved by the Board are eligible for the retroactive 2% wage increase.

2023-2024 – An increase of 2.25% at each of the 30 steps representing a total increase cost of 2.25% plus step.

2024-2025 – An increase of 2.25% at each of the 30 steps representing a total increase cost of 2.25% plus step.

Delete Article 17.8.1 and replace it with the new schedule (Nurses) attached hereto for each year of the new agreement. *[Need new nurse's schedule for 2023-2024 and 2-24-2025].*

Other than any specific monetary increases set forth above or elsewhere in this MOA, there are no other increases to monetary items.

3. **Article 6.5 – New Teacher Orientation (p. 16)** – Effective July 1, 2024, add a new 16.5.3 as follows:

“New teachers are required to attend the above orientation. Those attending all of the scheduled days (up to a maximum of five such days) shall receive a lump sum payment of \$250. It is agreed that attendance at new teacher orientation does not count towards a teacher’s probationary period.”

4. **Article 13.5 – Statement of Accumulated Leave** – Amend to read: “Paycheck record (i.e. pay stub) will reflect the total number of accumulated leave days credited to the teacher.”

5. **Article 13.7.3 – Leave for Maternity/Paternity/Adoption** – Amend to read as follows: “A member who has a newborn or newly adopted child may use up to thirty (30) days of accumulated paid leave in addition to any pregnancy related disability leave provided in Article 13.7.1 above.”

6. **Article 13.8.2.2 – Deferred Retirement Compensation** – Effective July 1, 2023, amend to require consecutive years immediately prior to retirement to match Article 15.1.2.1 on retiree health insurance for any persons hired on or after July 1, 2023.

7. **Article 14.1.1 – Leaves of Absence** – Amend to add a new Article 14.1.1.4 as follows: “As an exception to the above, probationary teachers may request a leave of absence

only for care of family and its approval is subject to the discretion of the Superintendent. Such leave shall be capped at one year with the requested end date to be within the one year and be at the start of an academic semester.”

8. **Article 17.7 – Incarcerated Youth Instructors** – Delete as no longer done.

9. **Article 17.17 – Stipends** – Effective September 1, 2023, add Breakfast-Lunch duty at \$15.60 per period and add to the summary sheet on page 89.

10. **Article 17.24 – School Counselors** – Amend as follows:
 - Retitle and use the term “School Counselors” throughout;
 - Effective July 1, 2024, amend 17.24.1 (High School Counselors) to provide that 5 of the 20 days shall be used immediately after graduation at the conclusion of the regular school year and 5 of the 20 days shall be used immediately before school opens; and,
 - Effective July 1, 2024, amend 17.24.2 (Middle School Counselors) to provide for a total of 20 summer days with 5 of the 20 days shall be used immediately after graduation at the conclusion of the regular school year and 5 of the 20 days shall be used immediately before school opens

11. **Appendix “B” – Coaches Compensation** – Add Lacrosse and Winterguard.

12. **Appendix “D” – Clubs (p. 88)** – The base honorarium shall be increased to \$500 effective July 1, 2023 and remain unchanged during the duration of the agreement.

13. **Non-Schedule Rates (p 89)** – Amend to change Summer School and Curriculum rate to read “Student Contact rate at \$47 effective July 1, 2024 and Non-Student Contact rate at to \$42.50 effective July 1, 2024, each to remain unchanged during the duration of the agreement.” It is understood that “night school” will be deleted and such work will be compensated under the student contact rate.

14. Article 12.2.4, Sixth Period Assignments (pp. 34-37) - Amend to read as follows:

4. In order to enhance educational opportunities for students, secondary teachers may be assigned a sixth teaching assignment subject to the following conditions. This provision includes both high schools and middle schools comprised of grades 6-7-8. A sub-committee to Labor Management will be developed to monitor and assess any such sixth period teaching assignments. The Committee membership shall be formed by the Superintendent, or his/her designee, selecting District members and the Association President selecting Association members. This 6th Period Stipend Committee will minimally attend to the following items:

- Meet prior to any "locking" of master schedules (typically around May of any given school year)
- Review proposed stipend assignments during the last week of school
- Review proposed stipend assignments at least one week before the start of school
- Review of 6th period stipend survey results;

A. The total such assignments at the high school shall not exceed seventy-two (72) and the total such assignments at each middle school shall not exceed fifteen (15). It is understood that any sixth-grade teachers assigned to such middle schools are not eligible for any extra stipend which is offered to elementary teachers. If the cap is exceeded in any building, there will be a 1.5% penalty of the stipend amount for all 6th period stipends at that particular school for each teacher being paid a 6th period stipend. Whether the penalty exists would be determined as of the the second day of the second marking period of the school year. CTE Pathway stipends, currently including Health Occupations, General Home Economics, and Trade Subjects: Carpentry, Barbering, Auto Mechanics, Esthetics, Culinary Arts, would not count in the high school's seventy-two (72) agreed upon stipends. Any additional CTE Pathways developed by the District beyond the above will be identified in consultation with the Association;

B. [Remains unchanged];

C. The building will first post such openings for extra period assignments. Any posting of sixth period opportunities may continue to be done in an informal manner (e.g. via email) to those teachers who are eligible to take the assignment. On or around March 15th, the district will survey secondary teachers to garner a list of those who wish to volunteer for a 6th period stipend. Qualified volunteers will be assigned first (qualified meaning that the volunteer possesses the proper certification and is in the same tenure area as the opening). If there is more than one volunteer, then seniority shall govern unless the extra period opportunity is within a particular grade level team, in which case the District may assign a less senior volunteer from the same team. If there are no volunteers, then the District may assign a teacher to the sixth period. No teacher may be involuntarily assigned a sixth period three (3) years in a row. This limitation on the number of years for such assignments does not apply to assignments to teacher in any alternative education program;

D. [Remains unchanged];

E. Effective July 1, 2021, teachers assigned a sixth period shall receive a stipend of \$6,500 per year. Effective July 1, 2023, teachers assigned a sixth period shall receive a stipend of \$7,000 per year. Effective July 1, 2024, teachers assigned a sixth period shall receive a stipend of \$7,300 per year. Effective July 1, 2025, teachers assigned a sixth period shall receive a stipend of \$7,600 per year. Effective July 1, 2026, teachers assigned a sixth period shall receive a stipend of \$8,000 per year. Effective July 1, 2023, Teachers assigned a sixth period in any CTE program shall receive the full stipend. In the case of a half year assignment, these stipends shall be pro-rated;

15. **Article 7, Virtual Platforms (p. 20)** – Add a new Article 7.4 titled “Virtual Platforms” as follows: “Teachers will use virtual platforms (e.g. See Saw, Google Classroom, Clever, etc.) in the manner directed by the District. Use of such platforms will follow agreed upon guidance document(s) found as an appendix to this collectively bargained agreement (Appendix “O”). This guidance may be changed subject to the needs of the District, after

further consultation with APSTA, and based on any change in applicable laws, regulations, and governmental orders or guidance.”

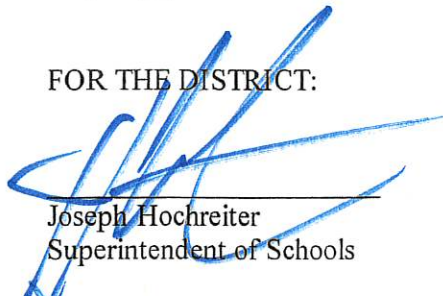
16. Article 11, Assessment Committee (p. 31) – Add a new Article 11.4 titled “Assessments Committee” as follows: “A mutual committee shall be established to examine assessments used across the District (K-12). The Committee membership shall be formed by the Superintendent, or his/her designee, selecting District members and the Association President selecting Association members. The Committee shall meet as needed, determine its agenda, and shall make recommendations to the Superintendent regarding the use of assessments for their review.”

17. Incorporate prior MOA’s that have language impact on the CBA (e.g. lunch duty, classroom supervisors, assignment change, and NCP transfer pay).

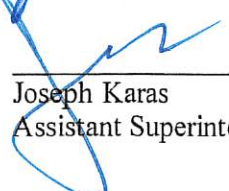
18. Update CBA to reflect any date or other minor changes mutually agreed upon.

August 28, 2023

FOR THE DISTRICT:




Joseph Hochreiter
Superintendent of Schools

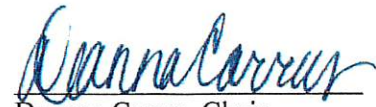


Joseph Karas
Assistant Superintendent for Business

FOR THE ASSOCIATION:




Laura Franz
President



Deanna Carras, Chair
Bargaining Team Member




Troy Gale
Bargaining Team Member



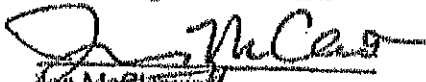
Tessa Biskup
Bargaining Team Member

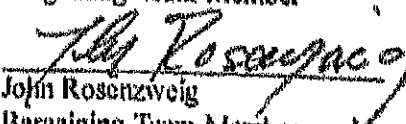

Phil Mafrikis
Bargaining Team Member


Kim Reynolds-Hoffman
Bargaining Team Member


Leah Gaetano
Bargaining Team Member


Leanne Iorio-Tacelli
Bargaining Team Member


Don McClement
Bargaining Team Member


John Rosenzweig
Bargaining Team Member

APSTA Nurses Schedule

2022-2023		1.0225 2023-2024	1.0225 2024-2025
Step	Schedule	Step	Schedule
1	50,000	1	51,125
2	50,591	2	51,729
3	52,785	3	53,973
4	55,047	4	56,286
5	57,304	5	58,593
6	59,633	6	60,975
7	61,492	7	62,876
8	63,425	8	64,852
9	65,368	9	66,839
10	67,730	10	69,254

1,000 Longevity - 10 years
 1,500 Longevity - 15 years
 2,500 Longevity - 20 years

8/30/23

JAE


8/28/23

DF
