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Averill Park Central School District
And Averill Park Teachers Assn

29/850 SD/TA

AGREEMENT

between

THE CHIEF EXECUTIVE OFFICER
of the
AVERILL PARK CENTRAL SCHOOL DISTRICT

and the

AVERILL PARK TEACHERS' ASSOCIATION

September 1, 1999

through

August 31, 2003

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

(300)

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Preamble

This Agreement entered into, by and between the Chief Executive Officer of Averill Park Central School District, Rensselaer County, New York, hereinafter referred to as the "Superintendent", and the Averill Park Teachers' Association, hereinafter referred to as the "Association"(or APTA), is intended to delineate the rights and responsibilities of the parties hereto in a mutual desire to promote a harmonious and cooperative relationship in carrying forward the educational program of the District.

Article 1
RECOGNITION

Section 1

By virtue of satisfactory evidence submitted by the Association indicating that the Association does represent the majority of the employees described in Article 1, Section 2, the Board of Education does hereby recognize the Association as the exclusive negotiating agent for all employees described in Article 1, Section 2.

Section 2.

The representative bargaining unit shall be comprised of teachers, teaching assistants and all other personnel on the teachers salary schedule. All references to teachers will include teaching assistants unless otherwise excluded.

Section 3.

The period of unchallenged representation status for the Association shall be the period of time permitted by law.

Article 2
NEGOTIATION PROCEDURES

Section 1. Opening Negotiations

On or about February 15, and no later than March 1st during the last year of this contract, the parties agree to enter into collective negotiations in accordance with procedures set forth herein in a good faith effort to reach agreement on all matters raised by either party concerning the terms and conditions of teachers' employment. Upon request of either party for a meeting to open negotiations, a mutually acceptable meeting date shall be set not more than ten (10) school days following such request, and such request will be so as to comply with dates stated in this Section.

Section 2. Subjects for Negotiations

The parties will negotiate in the determination of terms and conditions of employment and procedures to be followed in the administration of grievances.

Section 3. Principles of Negotiations

A. Neither party in any negotiations shall have any control over the selection of the representatives of the other party. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations. Both parties agree to give notice to each other whenever outside consultants will be used. Notice will be given at least one day prior to the meeting.

B. While no final agreement shall be executed without ratification by the Board of Education and the Association, the parties mutually pledge that their representatives will have all necessary power and authority to make proposals, consider proposals and reach compromises in the course of negotiations.

C. The parties agree to furnish each other, upon reasonable request, all information that will assist the negotiating committees in developing intelligent, accurate and constructive programs.

Article 3
GRIEVANCE PROCEDURES

Section 1. Declaration of Purpose

Whereas, the establishment and maintenance of a harmonious and cooperative relationship between the Board of Education and its teachers is essential to the operation of the schools, it is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to alleged grievances of teachers through procedures under which they may present grievances free from coercion, interference, restraint, discrimination or reprisal, and by which the Board of Education (hereafter sometimes referred to as the Board) and its teachers are afforded adequate opportunity to dispose of their differences without the necessity of time-consuming and costly proceedings before administrative agencies and/or in the courts.

Section 2. Definitions

A. A **grievance** shall be defined as any alleged violation of this Agreement or any dispute with respect to the meaning or application of any article or section of this Agreement.

B. A **complaint** shall mean an objection by a teacher or group of teachers concerning any Board or administrative rule, regulation, policy or past practice involving members of the bargaining unit which is not a grievance as defined herein and may be processed by the complainant up through Stage 3 of Section 5. C. of the grievance procedure.

C. The term **Supervisor** shall mean any principal, assistant principal, or other administrative or supervisory officer responsible for the area in which an alleged grievance arises except for the chief executive officer.

D. The **Chief Executive Officer** is the superintendent of schools of the district.

E. **Association** shall mean the Averill Park Teachers' Association.

F. **Aggrieved party** shall mean any person or group of persons in the negotiating unit filing a grievance.

G. **Party in interest** shall mean the Grievance Committee of the Association and any party named in a grievance who is not the aggrieved party.

H. **Grievance Committee** is the committee created and constituted by the Averill Park Teachers' Association.

I. **Hearing Officer** shall mean any individual or board charged with the duty of rendering decisions at any stage on grievances here under.

Section 3. Procedures

A. All grievances shall be filed on forms mutually agreed upon by the President of the Association and the Superintendent.

B. Except for informal decisions at Stage 1, all decisions shall be rendered in writing at each step of the grievance procedure, setting forth findings of fact, conclusions and supporting reasons therefore. Each decision shall be promptly transmitted to the teacher(s), the Association and the Superintendent of Schools.

C. If a grievance affects a group of teachers and involves a section of this Agreement associated with system-wide problems, it may be submitted by the Association directly at Stage 2 described below.

D. There will be no interruption of classroom activities and students will be involved only when absolutely necessary.

E. The Board of Education, Superintendent, and the Association agree to facilitate any investigation which may be required and to make available copies of documents, communications and records used at official hearings.

F. Except as otherwise provided in Stages 5.A. 1 and 5.A. 2, an aggrieved party and any party in interest shall have the right at all Stages of a grievance to confront and cross-examine all witnesses called against his/her own behalf.

G. No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by the Board or by any member of the administration against the aggrieved party, any party in interest, any representative, any member of the grievance committee, any other participant in the grievance procedure or any other person by reason of such grievance or participation therein.

H. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents will be jointly developed by the Chief Executive Officer and the Association. The Association shall then have the forms printed and distributed so as to facilitate operation of the grievance procedure.

I. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

J. Nothing contained herein will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance informally adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of the Agreement. In the event that any grievance is adjusted without formal determination,

K. If any provision of this grievance procedure or any application thereof to any teacher or group of teachers in the negotiating unit shall be finally determined by any court to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

L. The existence of the procedure hereby established shall not be deemed to require any teacher to pursue the remedies here provided and shall not, in any manner, impair or limit the right of any teacher to pursue any other ethical procedure available.

M. The teacher or the Association filing a grievance shall have the right to be represented at any and all stages of the grievance process.

Section 4. Time Limits

A. Since it is important to good relationships that grievances be processed as rapidly as possible, every effort will be made by all parties to expedite the process. The time limits specified for either party may be extended only by mutual agreement.

B. No written grievance will be entertained as described below, and such grievance will be deemed waived, unless written grievance is forwarded at the first available stage within twenty-five (25) school days after the teacher knows or should have known of the act or condition on which the grievance is based. During the period June 1 through September 1, the time limit specified herein shall be twenty-five (25) calendar days.

C. If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this Agreement shall be barred.

D. Failure to communicate a decision to the aggrieved party, and the Association within the specified time limit at any stage of the grievance procedure shall permit the lodging of an appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.

E. In the event a grievance is filed on or after June 1st, upon request by or on behalf of the aggrieved party, the time limits set forth herein will be reduced so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is possible.

F. During the period July 1 through September 1, all days referred to in Stages 1, 2, 3, and 4 shall be calendar days exclusive of Saturdays, Sundays, and holidays.

Section 5. Stages of Procedure

A. Stage 1: **Supervisor**

1. A teacher having a grievance will discuss it with his/her supervisor, either directly or through a representative with the objective of resolving the matter informally. If the teacher submits the grievance through a representative, the teacher may be present during the discussion of the grievance.

2. If the grievance is not resolved informally, it shall be reduced to writing and presented to the supervisor. Within seven (7) school days after the grievance is presented to the supervisor, he/she may have further discussions with the grievant in order to settle the grievance. A final decision will be made by the supervisor and presented, in writing, to the teacher and the Association by the end of the seven (7) day period.

B. Stage 2: **Chief Executive Officer**

1. If the grievant is not satisfied with the written decision at the conclusion of Stage 1, he/she, or the Grievance Committee if it chooses, may file a written appeal with the Superintendent within seven (7) school days of the receipt of the written Stage 1 decision. A copy of the Stage 1 decision shall be submitted with the appeal.

2. Within seven (7) school days after the receipt of the appeal, the Superintendent, or his designated representative, shall hold a hearing with the teacher, a representative if he/she chooses, and all parties in interest.

3. The Superintendent shall render a decision in writing to the teacher and the Grievance Committee, if it was a party in interest, within five (5) school days after the conclusion of the hearing.

C. Stage 3: **Board of Education**

1. If the grievant is not satisfied with the decision at Stage 2, the grievant will file an appeal in writing with the Board of Education within fifteen (15) school days after receiving the decision at Stage 2. The official grievance record maintained by the Chief Executive Officer shall be available for the use of the Board of Education.

2. Within twelve (12) school days after the receipt of an appeal, the Board of Education shall hold a hearing on the grievance. The hearing shall be conducted in executive session.

3. Within ten (10) school days after the conclusion of the hearing, the Board of Education shall render a decision, in writing, on the grievance.

D. Stage 4: **Arbitration**

1. After such hearing, if the teacher or the Association is not satisfied with the decision at Stage 3, he/she, or the Association may submit the grievance to arbitration by written notice to the Chief Executive Officer within ten (10) school days after the receipt of the Stage 3 decision.

2. Within ten (10) school days after such written notice of submission to arbitration, the Chief Executive Officer and the Association will agree upon a mutually acceptable arbitrator

competent in the area of the grievance, and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to attain a commitment within the specified period, the Superintendent will request from the American Arbitration Association a list of three (3) arbitrators. Each party will delete one (1) name from the list and the remaining named person will be the arbitrator. The parties will be bound by the rules and procedures of the American Arbitration Association.

3. The selected arbitrator will hear the matter promptly and will issue his decision not later than fourteen (14) calendar days from the date of the close of the hearing, or, if oral hearings have been waived, then from the date the final statements and proofs are submitted to the arbitrator. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning, and conclusions on the issues.

4. The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which violates the terms of this Agreement.

5. Arbitration shall only be available on questions pertaining directly to the interpretation of articles of this Agreement. The decision of the arbitrator shall be binding upon all parties.

6. The costs for the services of the arbitrator, including expenses, if any, will be borne equally by the Board of Education and APTA/the grievant.

Article 4
ASSOCIATION PRIVILEGES

Section 1. Use of District Facilities

The Association shall have the privilege to use school buildings, facilities and equipment, pursuant to existing practices and policies, provided that such use shall not interfere with the regular school program and provided that when any meeting is held in the evening and special custodial service is required, the Board may make a reasonable charge therefore.

Section 2. Budget Development

While the Board is in the process of developing a proposed school budget, it will give the Executive Committee of the Association the opportunity to meet with either the Board or representatives selected by the Board to discuss the budget which is being developed.

Section 3. Changes in Board Policy

Before the Board knowingly adopts a change in policy not covered by this agreement but which affects teachers' terms and conditions of employment, the Board will, whenever practicable, notify the Association in writing that it is considering such a change. The Association will have the right to discuss the policy with the Board representatives, provided that it files such request with the Board within ten (10) days after receipt of said notice.

Article 5
EMPLOYEE RIGHTS

Section 1. Issues of Building Keys

A. Teachers shall be issued keys to their buildings, upon written request, for evenings, weekends and school recesses (other than the entire summer recess) for the following purposes:

1. to develop and conduct programs.
2. for development of teacher competency.
3. for tutoring of students referred through the guidance department other than those paying a fee.

B. Persons issued keys will be responsible for all reasonable precautions regarding building security when using a facility. (This section does not apply to teaching assistants.)

Section 2. Reduction in Staff

A. When the district determines that it may be necessary to reduce the size of the teaching work force, it shall notify the Association of the fact at least forty-five (45) days prior to anticipated Board action. The Superintendent or his designee will meet with the President of the Association to discuss the proposed abolition.

B. Reduction in staff will be in accordance with the Appendix G (Seniority and Bumping Rights). Reductions in teaching assistant staff will be by seniority. Teaching assistants in academic or general subject areas cannot bump nurse-teaching assistants and nurse-teaching assistants cannot bump into other academic or general subject areas.

C. Teachers shall be offered re-employment in the reverse order of their termination, when openings exist.

D. For the purpose hereof, non-renewal of a probationary appointment, denial of tenure, dismissal of a tenure teacher, retirement or resignation of a teacher shall not be deemed "reduction in positions."

Section 3. Personal Reimbursement

The District shall reimburse teachers for the cost of replacing or repairing (at the District's option) dentures, eyeglasses, hearing aids or similar bodily appurtenances not covered by Workers' Compensation and clothing damaged or destroyed as a result of an assault suffered by the teacher while acting in the discharge of his/her duties and absent personal negligence. Such reimbursement shall be limited to $300.

Section 4. Tuition Waiver

Full time teachers residing outside the district may request to have dependents attend the Averill Park Central Schools, non-handicapped classes, tuition free, providing the parents are responsible for transportation to and from school, assume responsibility for having their children supervised until they can complete their teaching responsibilities, and that care of the dependent(s) does not interfere with after school professional responsibilities.

Section 5. Censure

A. In the event that the Board of Education issues a written censure of a teacher, the Board will provide for a hearing to review the censure at the request of the recipient as follows:

1. Within five (5) days of the receipt of the written censure, the recipient will, if he/she chooses, notify the Superintendent of his/her request for a hearing.
2. Within ten (10) days of the receipt by the Superintendent of the request for a hearing, a private hearing before the Board will be scheduled.
3. Within five (5) days of the conclusion of the hearing, the Board will render a written decision.

B. The teacher may be represented at the hearing by someone of his/her choice and may call witnesses of his/her choosing. However, the teacher must notify the Superintendent at least twenty-four (24) hours in advance of the hearing of the names of witnesses and his/her representative, if any.

C. The Superintendent must notify the teacher at least twenty-four (24) hours in advance of the hearing of the names of witnesses and representatives, if any, appearing on behalf of the District. The decision of the Board will be subject to arbitration when the reprimand refers to an alleged violation of the Agreement.

Section 6. Meeting Observers

All teachers may have an APTA representative at a meeting with more than one supervisor.

Section 7. Teacher Review of Files

Each teacher and teaching assistant shall have the right, at his/her request, to review the contents of his/her own permanent and/or building file and to make copies of any documents therein except confidential or reference information. A teacher representative of the Association may, at the teacher's request, accompany the teacher/teaching assistant in such review.

Section 8. Derogatory Material in Files

No derogatory materials, except confidential reference information, shall be placed in the teacher's or teaching assistant's own permanent and/or building file without the teacher's/teaching assistant's knowledge and an opportunity to make a written statement of defense to be attached to the derogatory materials.

Article 6
TEACHER PROMOTION AND VACANCIES

Section 1. Posting of Vacancies

A. All vacancies that occur, including those regarded as promotional, shall be posted in every school building in the faculty room and sent to the Association President. It is understood that if the vacancy is within the APTA, terms and conditions of employment for the position will be negotiated.

B. Vacancy notices shall be posted 24 hours prior to the general release of formal notice of such vacancies.

Section 2. Summer Vacancies

Teachers who desire to apply for such positions which may occur during summer vacation period shall submit their names to the Superintendent, together with the position(s) they desire to apply for, and an address where they can be reached during the summer vacation period. The Superintendent shall notify such teachers of any such vacancy.

Section 3. Vacancy Consideration

All other factors being equal, teachers employed in the Averill Park Central School District will be given first consideration in filling vacancies and new positions within the negotiating unit. The final selection will not be subject to the grievance procedure.

Section 4. Notification of Board Action

District applicants will be notified of Board action in writing by mail within three (3) working days of the Board meeting at which the action was taken.

Article 7
TEACHER ASSIGNMENT AND TRANSFER

Section 1. Tentative Assignments

A. Notice of tentative assignments for all newly employed personnel with respect to their specific position shall be given at the time of employment.

B. All teachers shall be given written notice of their tentative list of subjects or grade level for the coming year no later than the first day of June. Any known assignments in addition to the normal teaching schedule during the regular school year, including advisorships and extra duties, shall be assigned by the same date. Changes may occur after consultation with the teacher. Teachers will be granted the opportunity, upon request, to meet with the principal of their assigned building concerning the teacher's assignment as the principal develops the master schedule. Each principal will notify the Association Building Representative(s) when he/she is commencing development of the schedules.

Section 2. Voluntary Transfer

Teachers who desire a change in grade, subject assignment or who desire to transfer to another building, may inquire at any time to ascertain the possibility of such a vacancy in the following year and may file a written statement of such desire with the Superintendent of Schools. Such statement shall include the grade and/or subject as well as the school(s) to which the teacher desires to be transferred, in order of preference. Whenever the Superintendent knows of a vacancy, he/she will notify the teacher who has filed an application for such position.

Section 3. Involuntary Transfer and Reassignment

A. Involuntary transfers or reassignment may be made when necessary and when in the best interests of the school system. Notice of an involuntary transfer or reassignment shall be given to teachers whenever possible by May 1 of the preceding year. After May 1, notice will be provided to the teacher within two (2) days after the decision to transfer is made.

B. An involuntary transfer or reassignment shall be made only after a meeting between the teacher involved and the principal in charge, at which time the teacher shall be notified of the reason(s) for such change. In the event that the teacher objects to the transfer or reassignment at this meeting, the teacher may, upon request, meet with the Superintendent to discuss the matter and may be accompanied at such meeting by a representative of the Association.

C. A teacher being involuntarily transferred shall be notified of the position(s) available in his/her tenure area. When more than one position exists to which a teacher may be transferred, such teacher may request the positions, in order of preference, to which he/she desires to be transferred. His/Her preference will be one of the major factors considered in making the transfer.

D. At the kindergarten through fifth grade level, involuntary transfers from one grade level to a different grade level shall be for a minimum of two years. (This does not apply to teaching assistants.)

Article 8
TEACHER EVALUATION

Section 1. Evaluation Procedures

A. The evaluation of all teachers and teaching assistants is the responsibility of the Board through its Chief Executive Officer and shall be conducted annually by making use of the evaluation instruments and procedures determined by the District Professional Development Committee. This Committee shall be established to consist of at least nine (9) people of whom four (4) shall be designated by the Association, four (4) by the Superintendent, and one (1) selected jointly by the Association and the Superintendent. Such evaluation instruments and procedures shall reflect the policies codified in Part 100 of the Commissioner's Regulations. These instruments and procedures will be used only by such personnel as identified in Section 1. E. of this Article.

B. Although a teacher's or teaching assistant's evaluation is not subject to the grievance procedure, it may be reviewed at a meeting with the Superintendent of Schools, with the principal and/or supervisor present. If requested, a representative designated by the Association may accompany the teacher/teaching assistant at such a meeting.

C. Each teacher and teaching assistant has the right to have included in his/her permanent or building file his/her letter answering adverse evaluations; such letter will be attached to the respective evaluation.

D. All planned and formal monitoring or observing of the work or performance of a teacher or teaching assistant shall be conducted openly, with full knowledge of the teacher or teaching assistant, and shall be completed by June 1. This would not preclude a supervisor from visiting the classroom at any time for the purpose of assisting a teacher or teaching assistant. Teacher and teaching assistant evaluations will be distributed before the last day of school.

E. Only staff certified to evaluate others will be used to formally evaluate teachers and teaching assistants.

F. When the evaluation form is used in the observation process, the teacher/teaching assistant will be given a copy of this form prepared by the supervisor at least one (1) day before the conference to discuss it. No such report shall be submitted to the Superintendent, placed in a teacher's/teaching assistant's file, or otherwise acted upon without an opportunity for a conference with the supervisor.

G. It is the major responsibility of evaluators to assist teachers and teaching assistants to improve teaching performance where evaluations indicate that improvement is necessary. An annual commitment of at least 45 minutes will be made for direct assistance to teachers and teaching assistants by each evaluator who gives one (1) or more unsatisfactory ratings on the evaluation form. Such assistance may include, but shall not be limited to, practical application, information regarding techniques and materials, and advice relating to training or retraining.

H. The Superintendent will provide written notice to:

1. Probationary teachers who are not recommended for tenure at least sixty (60) days prior to the end of their probationary period.

2. Probationary teachers who are not recommended for a continuing appointment by June 1.

Article 9
CHANGES IN BASIC TEXTBOOKS

Section 1. Secondary Textbook Changes

At the secondary level, department chairpersons and principals will discuss any proposed textbook changes with a representative committee of the subject teachers involved before any changes are made. The Superintendent of Schools' or designee's final decision will be based on the committee's findings.

Section 2. Elementary Textbook Changes

At the elementary level, a representative committee of grade level teachers involved and principals will discuss any proposed textbook changes. The Superintendent of Schools' or designee's final decision will be based on the committee's findings.

Article 10
EDUCATIONAL DEVELOPMENT COMMITTEE AND GRANTS

Section 1. Establishment of Educational Development Committee

A. The Superintendent and the Association agree that the professional staff is and should continue to be a major source of development and innovation in improving the educational programs carried on in the public schools. The parties agree further that it is important for the professional staff to participate in the overall development and coordination of policies, studies, projects, and other activities directed toward the devising, testing and introduction of new programs, toward the evaluation of existing programs, and toward research in pertinent educational and related areas. The parties recognize that there are other institutional and community resources capable of great contributions toward these ends and that the utilization of such resources should be coordinated with the efforts of the school administration and professional staff.

B. Accordingly, the Superintendent and the Association agree that an Educational Development Committee (EDC) shall be established to consist of nine (9) people of whom four (4) shall be designated by the Association, four (4) by the Superintendent, and one (1) selected jointly by the Association and the Superintendent. The Superintendent, or his/her designee, will be invited to all meetings, may participate in the discussions, but will have no vote. The Committee members will elect their own chairperson. This Committee will study and consider proposals from any source concerning curriculum and policy, and it may also initiate and carry on studies of its own.

C. Prior to the consideration of proposals or mini-sabbaticals, the Superintendent may outline for the Committee's consideration the District's curriculum goals for the year. Innovations referred to in Section 1 which encourage individual teachers to submit proposals as a result of their own creativity in classroom focus, which do not adhere to the priorities outlined by the Superintendent, will still be considered for EDC funding.

Section 2. Educational Development Committee Funding

A. Each year the District will provide an amount of money to support individual projects or mini-sabbaticals of value to the education program of the District. The money shall be allocated for project consideration on a per teacher basis K-5, 6-8, and 9-12. At the discretion of the EDC, funds not expended at one level may be reallocated to another level. Amounts are provided as follows:

1999-2000	$12,000
2000-2001	$13,000
2001-2002	$14,000
2002-2003	$15,000

B. Funds not expended will be returned to the General Funds of the District.

C. Consideration of additional projects may be authorized by the Board of Education.

Section 3. Educational Development Committee Responsibilities

A. The Committee will meet no less than four (4) times per year commencing no later than October 10th. Special meetings will be scheduled as the need arises. The Superintendent will be informed of all meetings at least five (5) school days prior to the date of the meeting.

B. When a proposal is made that a specific subject be studied by a particular person or group, this Committee will receive the proposal and review the results to avoid duplication or repetition of effort.

C. The Committee may also establish sub-committees for the study of assigned topics.

D. The Committee will review all applications for mini-sabbatical leaves and will make recommendations to the Superintendent.

E. This Committee will report regularly to the Superintendent the matters it is considering and its recommendations respecting the same. The Board may initiate study and take action on any matter important to the school district. Final action on any and all recommendations will be determined by the Board of Education.

F. The following procedure should be followed when proposals are submitted:
1. The proposal is written.
2. The proposal shall have a budget covering all costs at negotiated rates, if applicable.
3. The proposal is submitted to the Advisory Committee.
4. The Advisory Committee prioritizes the proposals according to building or department needs.
5. The proposals are submitted to the EDC where they are reviewed and prioritized.
6. The EDC submits its recommendation(s) to the Superintendent who reviews the proposals.
7. The Superintendent submits his/her recommendation(s) to the Board of Education for approval.
8. The Superintendent sends a memo to each person in charge of proposals submitted, indicating the decision regarding the proposal. A copy of each memo also goes to the building principal, EDC chairperson and School Business Administrator.

G. A teacher will be granted, if requested, an opportunity to present his/her proposal to the Advisory or EDC Committees. Upon the teacher's written request, the EDC will supply, in writing, their reasons for not recommending the funding of the proposal.

Article 11
PROCEDURES PERTAINING TO SUBSTITUTE TEACHERS

Section 1. Appointment of Substitutes

No changes will be made in the existing procedures for the appointment of substitutes unless the proposals have been discussed with a representative committee of the grade level teachers affected. (This section does not apply to teaching assistants.)

Section 2. Teacher Responsibilities When Absent

Teachers who are absent will be responsible for providing seating charts and lesson plans on which to base the day's work, for their substitutes. In addition, each teacher will leave the Teacher's Handbook, a folder in the desk containing daily schedules, directions for fire drills, attendance-taking procedures, lunch routines, assembly routines, and other necessary and helpful information for substitutes. During extended absences, teachers will not be responsible for providing lesson plans beyond ten (10) days. (This section does not apply to teaching assistants.)

Section 3. Substitute List

The Superintendent will make available to all teachers the approved list of substitutes at the earliest possible date each year. A teacher with the prior approval of the principal may suggest from the approved list of substitutes the name of the person who would most appropriately carry on the responsibility of teaching in his/her absence. (This section does not apply to teaching assistants.)

Section 4. Student Teachers as Substitutes

A student teacher may not be used as a substitute teacher without the approval of the cooperating teacher. (This section does not apply to teaching assistants.)

Section 5. Emergency Substitution and Snow Days

A. In an emergency, teachers may be requested by the administration to take a class, classes or other duties of an absent teacher. Teachers who teach double classes and/or give up preparation or lunch time will be compensated at $30.00 per period. It is understood that multiple classes will not be compensated for in instances of study halls or large group activities such as film showings, except when preparation or lunch time is given up. When, in an emergency, teaching assistants are used to cover classes or duties of an absent teacher, they will be paid at their regular hourly rate.

B. Teachers who agree to come in to proctor exams on snow days will be paid for four (4) hours at the negotiated professional hourly rate. (Article 22, Section 1H.)

C.

Article 12
TEACHER EMPLOYMENT

Section 1. Service Credit

Service credit not to exceed two (2) years for military experience and not to exceed one (1) year for Peace Corps, VISTA, or National Teachers Corps will be given upon initial employment.

Article 13
UNPAID LEAVES OF ABSENCE

Section 1. Leaves, Extensions or Renewals

All requests for leaves, extensions, or renewals of leaves will be applied for and responded to in writing. A teacher may return from leave only at the beginning of a school year or the second semester.

Section 2. Peace Corps, VISTA, National Teachers Corps

A leave of absence without pay and benefit credits of up to two (2) years will be granted to any teacher who joins the Peace Corps, VISTA, or the National Teachers Corps and up to one (1) year for service as an exchange teacher, and is a full-time participant in such programs. Upon return from such leave, a teacher will be considered as if he/she were actively employed by the Board during the leave and will be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent. Leaves will not begin or end during the ten (10) month school year. Any deviation in the period of the leave will be at the discretion of the Superintendent.

Section 3. Military Leave

Military leave will be granted to any teacher without pay and benefit credits as provided by the military law.

Section 4. Child Care Leave

A. Teachers will be granted child care leave upon written application which shall, so far as possible, be made three (3) months before the expected arrival date of the child. Such leave shall commence at any time selected by the teacher and shall continue for a period not exceeding two (2) years. A teacher will not

accumulate additional leave days during child care leave. Such leave will be without pay and benefit credits.

B. Teachers covered under this contract who become the parents of an adopted child will be provided with child care leave on the same terms as provided for biological parents, Article 13 Section 4A.

Section 5. Personal Reasons Leave

A leave of absence for personal reasons without pay, benefit credits or increment of up to one (1) year may be recommended to the Board of Education by the Superintendent. Additional leave may be granted at the discretion of the Board.

Section 6. Benefits to Returning Teacher

All benefits to which a teacher was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave, will be restored to the teacher on his/her return. An application form supplied by the District must be submitted by the employee in order to reinstate health insurance. The returning teacher will be assigned to the same position he/she held at the time said leave commenced, if available, or, if not, to a substantially equivalent position. A teacher having served at least eighty (80) school days or a teaching assistant having served forty (40) school days or 50% of their scheduled work year, whichever is greater, in the year in which the leave commenced will be placed on the next higher level of their salary schedule.

Section 7. Notification To Return

A teacher on leave of absence shall notify the Superintendent as to his/her intention to return to service not later than ninety (90) days prior to the expiration date of such leave. Teachers with leaves ending at the conclusion of the school year (June 30) shall notify the Superintendent of their intention to return by April 1. The district letter approving the leave will indicate the date the leave expires. Failure to notify the Superintendent within such ninety (90) days will constitute a resignation.

Section 8. Extended Leave

Any teaching assistant who has been continuously employed for three years or any tenured teacher whose personal illness or injury extends beyond the period covered by his/her accumulated sick leave pay will be granted a further leave without pay for up to two (2) years. The district may require two (2) qualified physicians to verify the necessity for leave beyond one (1) year. One (1) physician shall be designated and paid for by the district.

Section 9. Probationary Service and Leaves

Leaves granted to non-tenured teachers will not count as part of the time required for probationary service.

Section 10. Leave Limitations

A teacher granted a leave of the type mentioned in this Article may not be gainfully employed for the duration of the leave, except as a per diem substitute teacher. If the person on such leave wishes to engage in any other type of work, he/she shall request the approval of the Superintendent.

Section 11. Physician's Statement

The Superintendent may require a physician's statement of the teacher's medical ability to continue working or to return to work in connection with any health related leave of absence.

Article 14
TEMPORARY AND PAID LEAVES OF ABSENCE

Section 1. Special Leaves

The following special leaves will be provided with pay each school year in addition to the leave specified in Article 15. SICK LEAVE.

A. Time necessary for the purpose of visiting other schools or attending meetings or conferences of an educational nature, upon advance written approval of the Superintendent.

B. Twelve (12) days in the aggregate shall be provided for official Association representatives to attend meetings, conferences, and/or conventions of the organizations with which the Association is affiliated. Additional days may be granted by mutual agreement. No more than three (3) teachers may utilize such leave at any one time. Such days may include days scheduled to be worked in summer school if a qualified substitute is available. The Averill Park Teachers Association will reimburse the District $50 per day for the first six (6) days, and fully for the cost of substitute teachers for days seven (7) through twelve (12). Notice of such leave shall be submitted to the Superintendent of Schools in writing, whenever possible, prior to the date of absence, on a form provided by the Association. The form will require the signature of the Association president indicating that the leave is for approved Association business.

C. Time necessary for appearance in any legal proceeding connected with the teacher's employment or with the school system; the performance of jury duty; because he/she has been subpoenaed in a legal matter in which he/she is not personally involved; or employment at the request of the State Education Department with the approval of the Superintendent. Any monies he/she receives in such circumstances will be deducted from the salary due him/her.

D Three (3) days, without loss of pay, will be available for personal reasons which only can be accomplished when school is in session.

1. A personal leave request form stating the reason(s) for the leave must be submitted at least two (2) days in advance to the Superintendent for prior approval when:
    a. A personal day is needed immediately prior to or following a holiday, recess or vacation period.
    b. A teacher wishes to use more than one day consecutively.
2. Unused personal days will accumulate as additional sick leave.

E. Teachers involved in unavoidable absences due to inclement and hazardous weather or due to traffic accidents should not experience salary losses. However, if the delay is more than two (2) hours but less than three (3) hours, one half (1/2) personal leave will be deducted. If the delay is more than three (3) hours, one (1) day personal leave shall be deducted.

Article 15
SICK LEAVE

Section 1. Amount of Sick Leave

Except for first year teachers, members of the Averill Park Teachers' Association shall be entitled to twelve (12) days sick leave for each school year during which they are employed by the school district. The days shall be available as of the first official day of said school year whether or not a teacher reports for duty on that day. First year teachers will be credited with five (5) days sick leave upon initial employment and will receive one (1) additional day per month worked until a total of twelve (12) days are accrued. A teacher employed on an eleven (11) month or twelve (12) month basis shall be allowed thirteen (13) or fourteen (14) days of sick leave annually, respectively. Part time teaching assistants will be entitled to a prorated percentage of twelve (12) days sick leave each school year to be calculated by multiplying the decimal derived from the number of days worked divided by 180 days times 12.

Section 2. Accumulation

Days of sick leave may be accumulated up to a maximum of two hundred twenty (220) days. Each member's sick leave and personal leave prior year use and current balances will be reported by October 15 of each school year.

Section 3. Physician's Statement

A physician's statement may be required by the Superintendent when an absence exceeds two (2) days.

Section 4. Sick Leave Pool

A. Teachers in the negotiating unit may contribute a maximum of five (5) days per year of their personal sick leave credit to a pool to be used to provide additional sick leave to teachers with more than one (1) year of service in the District in the event that current and accumulated sick leave is exhausted and illness continues. The District will match each contribution. Maximum contributions to the pool will be limited to the equivalent of one (1) day per teacher in the negotiating unit. Contributions may be made at any time during the school year on a form provided by the Superintendent, but teachers who are leaving the District may not contribute their unused sick leave to the pool.

B. After a teacher uses up his/her current and accumulated sick leave, he/she may apply to the Superintendent for use of days from the pool. The Superintendent and the President of the Association will serve as trustees of the pool and all decisions relating to the use of pool days will be made by them. Such decisions shall not be subject to the grievance procedure. However, a rejected applicant may ask for, and will receive, a review of the decision. Usage of pool days may be in any amount but not more than twelve (12) days times the years of service in the District and in no case in an amount that would carry past the end of the school year in which the borrowing took place. Should the teacher require additional days at the commencement of the following year, he/she may reapply.

C. Teachers borrowing from the sick leave pool will pay back to the pool up to twenty (20) days at the rate of four (4) days per year. Repayment will be deducted at the beginning of the school year.

Section 5. Teacher on Workers' Compensation

Whenever a teacher is absent as a result of a personal injury caused by an accident or assault occurring in the course of their employment and receives Workers' Compensation for such absence, he/she will receive his/her full salary during the absence for a period of six (6) months, and no part of such absence shall be charged to annual or accrued sick leave. After the six (6) month period, the District will credit to the employee's sick leave benefits used to the nearest day by dividing the reimbursement received by the employee's daily rate of compensation based on 1/200ths of present salary. If the teacher has no sick leave, no charge will be made against unaccrued sick leave. Where full salary is provided by the District, the District will apply to the Workers' Compensation Board for salary reimbursement.

Section 6. Use of Sick Leave for Family Reasons

A teacher may use his/her accumulated sick leave for family reasons as follows: not exceeding five (5) days at any one time in the event of death, or serious single illness requiring hospital, bedside or household attention by the teacher, of a teacher's spouse, child, children-in-law, parent, parent-in law, sibling, grandparent, grandchild, or any other relative with whom the teacher is residing at the time of death or illness. The Superintendent may require a statement from the family member's attending physician attesting to the need for bedside, hospital, or household attention of the teacher when such leave exceeds two (2) days. Personal days may be used to extend absences for family reasons.

Section 7. Payment for Sick Leave

A. Teachers and teaching assistants who have accumulated thirty (30) days of sick leave by June 30 of any year may, at the end of the following year, request payment of thirty-nine dollars ($39) per day for 99-00, forty dollars ($40) per day for 2000-01, and forty-one ($41) per day for 2001-03, for all unused sick or personal days for that year, in excess of the thirty (30) day minimum requirement. If such request is not made, the unused sick and personal days will be added to the total accumulation.

B. Those who have reached their maximum accumulation of two hundred twenty (220) days will receive payment as outlined in paragraph A above, for each unused day exceeding 220 in any one year. No more than 220 days may be accumulated.

C. Upon retirement, teachers and teaching assistants eligible for retirement and participating in the New York State Teachers' Retirement System will receive payment as outlined in paragraph A above, for each accumulated day under the provisions of this Article. Teachers and teaching assistants retiring during a school year will receive credit for sick and personal leave accumulation for that year on a pro-rated basis. At the teacher's option, the district will make (eligible for retirement and participating in the New York State Teachers' Retirement System shall not apply to teachers or teaching assistants in service prior to September 1, 1989):

1. a lump sum payment, or
2. deferred payments to cover 100% health insurance for both the individual and eligible dependents, until the money is exhausted. Teachers who have accumulated two-hundred twenty (220) days of sick leave who choose this option will be credited with two-hundred thirty-five (235) days of accumulated sick leave.

Article 16
SABBATICAL LEAVE

Section 1. Who May Apply

Upon recommendation of the Superintendent, sabbatical leave may be granted to teachers who have served at least seven (7) consecutive years in the school system (leaves of absence excepted) for study or other purposes of value to the school system. A teacher granted sabbatical leave shall return to the school system for at least the year after his/her leave ends and to the same position if available, or to a substantially equivalent position. (This article does not apply to teaching assistants.)

Section 2. When to Submit

Applications for sabbatical leave must be submitted to the Superintendent in writing no later than January 5th of the school year prior to the year for which the leave is requested. Teachers will be informed of the action taken on their application no later than March 1st.

Section 3. Duration of Leave

Sabbatical leaves for one (1) year shall be at one-half (1/2) of the salary the teacher would have received during the period of such leave and for one-half (1/2) of a year at the full salary the teacher would have received.

Section 4. Employment Restrictions During Leave

Any teacher granted a leave pursuant to this Article or Article 13, Section 4 (Extended and Unpaid Leaves of Absence) who, during such leaves engages in employment not stated in the application for such leave or thereafter approved by the Superintendent, shall be deemed to have resigned. However, minor employment, supplementary to the purpose of the leave, shall be exempt.

Section 5. Consequences of Not Returning After Leave

The procedure to be followed by those making application for sabbatical leave, and by those involved in making the decision regarding such application, is set forth in Appendix B. If a teacher who received sabbatical leave does not return to the school district for a minimum of one (1) year professional service after leave termination, such teacher will return all school district salary money received during the sabbatical. Repayment of such monies will be made by monthly payments over a period of sixty (60) months. Any teacher unable to return to the district for a minimum of one (1) year's service because of extenuating circumstances as determined jointly by the Board and the Association's Executive Committee, such as health or spouse being required to leave the area, shall be relieved of the obligation of repayment of all school district salary money received during the sabbatical leave.

Section 6. Graduate Credits Earned on Leave

Graduate credit hours earned while on sabbatical leave will not be compensated in the manner provided in Article 18 and Article 22. Such hours will be counted toward requirements to move from one column of the salary schedule to another.

Section 7. Granting Sabbatical Leave

The granting of sabbatical leaves under Article 16 is at the sole discretion of the Board of Education.

Article 17
DEDUCTIONS

Section 1. Payroll Deductions

Payroll deductions will be available at the request of the teacher. Such deductions shall include:

A. Employee Credit Union
B. Tax Sheltered Annuities
C. Group Insurance Plans
D. United States Savings Bonds
E. United Way of Northeastern New York
F. NYSUT Benefit Trust: Payroll Advantage Program (There must be a minimum enrollment of ten members.)
G. Flexible Benefits Spending Plan

Section 2. Dues Deduction

A. The Averill Park Central School District agrees to deduct from the salaries of its employees dues for the Averill Park Teachers' Association and affiliated organizations as said teachers individually and voluntarily authorize the Superintendent to deduct and transmit the monies promptly to the Averill Park Teachers' Association. Teacher authorization shall be in writing using a form mutually agreed upon by the Association and the Superintendent.

B. In the event that an employee maintains positions covered contractually by both the Averill Park Teachers Association and the Averill Park Non-Instructional Employees Association, dues shall be deducted from the employee's salary and submitted to the two associations based on the salary earned in each bargaining unit's work.

Section 3. Notice of Dues Deductions

The Averill Park Teachers' Association shall certify to the Superintendent in writing the current dues cited in Section 2 above. The Association shall give the Superintendent thirty (30) days notice prior to the effective date of any change in dues of said Association.

Section 4. Time Limit for Payroll Deductions

Deductions referred to in Sections 1 and 2 above will be made in as nearly equal installments as is practicable during the school year. The Superintendent will not be required to honor authorizations for deductions that are delivered to him/her later than fifteen (15) days prior to the computation of the payroll from which deductions are to be made.

Section 5. Agency Fee

A. Unless paid otherwise, the District will deduct and transmit to the Association a service fee equal to the total dues paid by each member from all covered employees who have not authorized deduction of dues as provided in Section 2 above.

B. The Association has established a refund procedure as required by Section 208(3)(b) of the Civil Service Law.

Article 18
PROFESSIONAL IMPROVEMENT

Section 1. Graduate Credit

A. Teachers who have satisfactorily completed graduate courses will receive compensation in accordance with Article 22 Section 1.B. Teachers wishing to take courses outside their field of service shall obtain prior approval of the Superintendent before financial compensation will be granted for such courses. The Board will agree to grant the appropriate compensation for undergraduate level courses when such courses are not necessary for certification and provided the courses are directly related to the teacher's assigned field, or will contribute directly to the improvement of teaching skills. All such undergraduate courses must have the prior approval of the Superintendent.

B. Official evidence of necessary credit submitted to the Superintendent by October 15th will make the teacher eligible for the full annual amount due. When such evidence is submitted between October 15th and March 15th, the teacher will be eligible for one-half (1/2) of the annual amount due. (This section does not apply to teaching assistants.)

Section 2. In-Service Credits

A. Teachers who have satisfactorily completed courses in their field of service for in-service credit as approved by the Superintendent will be compensated as follows:

1. Up to $125 for required registration fees and a one time payment per credit hour. Credits compensated for in this manner are not cumulative. The one time payment will be made following the Board meeting closest to notification of completion of the inservice course.

2. Teachers following the normal procedure for approval for in-service courses may submit evidence of completion of one in-service credit. One in-service credit equals fifteen (15) hours of contact time accumulated in any incremental amount. Hours must be completed between September 1 and August 31, and submitted no later than October 15 of the following school year.

3. In-service credits may be accumulated for movement from one column to another instead of receiving the stipend mentioned above.

B. Teachers receiving compensation increases due to in-service credit are required to return to the school district for one (1) year following the year payment was received or refund the payment in full.

C. A teacher completing a graduate course for in-service credit will be granted the same number of credits the college or university grants as graduate credit.

Section 3. Limitations on Hours

Teachers may be credited for graduate, undergraduate and in-service hours received under Article 18, Sections 1 and 2, for a total of six (6) hours per regular college semester and for unlimited hours during college summer sessions. Credits earned beyond these limitations are not eligible for compensation except

upon initial employment. Credit hours completed while on approved leaves of absence for study are not subject to the semester limitations above.

Section 4. Conference Expenses

Within the funds provided by the Board of Education in the approved budget, teachers, with the prior approval of the principal and the Superintendent, may attend professional conferences. Expenses for travel, meals, lodging and registration fees shall be appropriate expenses of the District, but all expenses must be estimated in the application for attendance at the conference, and actual expenses may not exceed the estimated expenses without the approval of the Superintendent. Payment of the salary of the substitute teacher shall also be an appropriate expense of the District.

Section 5. Staff Development Programs

All Staff Development programs must have the prior approval of the Superintendent of Schools.

Article 19
TEACHING HOURS AND TEACHING LOAD

Section 1. Teachers' Work Load

A. Elementary Schedule (K-5):

1. Elementary school teachers shall have an uninterrupted duty-free lunch period of thirty (30) minutes duration.

2. Elementary teachers shall have a minimum of thirty (30) minutes uninterrupted planning time per day. Total weekly planning time will be 225 minutes.

3. Kindergarten teachers will be provided a combined lunch period of no less than one-half (1/2) hour and preparation period of from one-half (1/2) hour to forty-five (45) minutes during the time between their morning and afternoon sessions.

4. When a special teacher is in charge of a class in a self-contained elementary classroom, the regular teacher may leave the classroom for such purposes as planning, grading papers, meeting with parents, and consultations with building staff members and special service personnel. If the teacher remains in the classroom, his/her activity will in no way serve to distract the activity of the special teacher.

5. Elementary teachers will be provided with four (4) half days for parent teacher conferencing during the report periods which require such conferences. Elementary teachers and administrators will mutually decide on how those days are to be scheduled. New York State's requirements for number of hours of school in a week must be met during the week of such conferences. Full-time kindergarten teachers will be provided with four (4) half days for parent conferences during each report period which requires such conferences. Two (2) half days without children will be provided through the use of substitute teachers.

6. When double kindergarten classes are necessary for attendance purposes, the classroom teacher will be provided with a teacher aide.

7. Elementary school nurse teachers and nurse teaching assistants will not begin classroom teaching duties until October 1. Library media specialists/librarians will have five (5) days free from teaching duties at the end of the school year to complete year-end responsibilities.

B. Secondary Schedule (6-12):

1. A secondary teacher shall not teach more than two (2) subject areas.

2. Secondary teachers may request in writing, before June 1st, that they be assigned to no more than five (5) teaching periods.

3. Secondary teachers on a traditional schedule shall not be assigned more than five (5) teaching periods per day except in the following instances:
   a. The teacher voluntarily requests a 6th assignment.
   b. The District may assign up to four (4) sixth teaching assignments at the High School and four (4) at the Middle School.

4. The following provisions must be met whenever a 6th teaching assignment is made:
   a. Teachers will retain a full period duty free lunch and one preparation period per day .
   b. Only fractional teaching positions are available.
   c. Part time certified staff be made full time first.
   d. Presently established procedures for posting and hiring shall be followed.

5. Compensation for all 6th teaching assignments, except for remedial, shall be as follows:
   a. For service of more than 1/4 the school year, $3,416 (1999-00); $3,552 (2000-01), $3,712 (2001-02), TBD (2002-03) per year or as pro-rated.
   b. If less than 1/4 school year, 1/5th of 1/200th of Step 1 of the current Bachelor's column per day of teaching.

6. None of the above items related to Article 19 should limit or deter experimentation on the part of the Association or the Administration. Any mutually agreeable experiment (Association-Administrative) may supersede items 1 through 4 of Article 19, Section 1B.

C. Department Chairpersons and Coordinators:

1. Math, English, Science and Social Studies Department Chairpersons will be assigned a maximum of four (4) teaching periods a day. All other department chairpersons may be assigned a maximum of five (5) teaching periods a day. The 1/5th position assignments that may be necessary to accommodate the above requirement shall be filled as stated in 2, 3, and 4 above. Such assignments will not be counted towards the assignments described in 3.b. above.

2. The Chairperson of Physical Education and the Middle School Computer Coordinator will be assigned a maximum of four (4) teaching periods plus a supervisory assignment per day.

3. The High School Computer Coordinator will be assigned a maximum of four (4) teaching periods per day.

4. The Elementary Computer Coordinator will be granted one-half (1/2) day of released time per week.

D. Teaching Assistants:

1. Teaching assistants working four (4) hours or more a day will be entitled to a duty-free, unpaid lunch period of thirty (30) minutes.

2. Teaching assistants who work a full day (six hours) will be entitled to a fifteen minute break.

3. Teaching assistants will be paid for attendance at Superintendent's Conference Days or any other professional meetings with prior approval of the Superintendent.

4. As hourly employees, teaching assistants will be compensated for all required meetings called beyond their regularly scheduled hours and at their regular hourly pay.

5. A teaching assistant's day will be based on 6.5 hours times days worked/180 days for computing all benefits, but in no event shall an individual be credited with more than 100% of any benefit.

6. For the purposes of reporting to the New York State Teachers' Retirement System only, a teaching assistant's day will be based on six (6) hours.

Section 2. Teacher's Work Day

A. The teacher's regular work day will begin ten (10) minutes before the start of the students' day. Effective September 1, 2000, the regular instructional day at the elementary level will not exceed six (6) hours and twenty-five (25) minutes. Effective September 1, 2001, the regular instructional day at the secondary level will not exceed six (6) hours and forty (40) minutes.

B. Teachers shall remain as long as necessary after the end of the regular instructional day to perform professional duties such as temporary remedial and make-up instruction for pupils and meetings relating to a faculty member's teaching responsibilities. Teacher membership on building or district-wide committees will be voluntary.

C. Teachers will be notified of regular faculty meetings at least two (2) weeks in advance. An agenda will be provided at least twenty-four (24) hours in advance of all such scheduled faculty meetings.

D. Teachers will not be required to attend more than six (6) evening meetings each year. Attendance at all other evening meetings will be the option of the individual teacher. The above does not include normal chaperoning responsibilities.

Section 3. Class Size

Refer to Board Policy IEC.

Section 4. Unused Snow Days and the End of Year

When there are more than two (2) unused snow days, one (1) will be used to extend the Memorial Day recess. However, this recess will not exceed four (4) calendar days. Other unused snow days will be applied to excuse students in grades K-8 from attendance during the last week of the school calendar for the number of days in excess of 180. Teachers will work a regular school day. (This section does not apply to teaching assistants.)

Section 5. Request for Extra Work Days

Building principals, with the prior approval of the Superintendent, may request teachers or teaching assistants to work days in addition to the days required by the school calendar with daily compensation at the professional hourly rate as found in Article 22, Section 1.H. for teachers and Appendix D for teaching assistants.

Article 20
INSURANCES AND ANNUITIES

The school district shall make available the following benefits for each person employed under the terms of this Agreement.

Section 1. Group Hospitalization Plans

A. A shared cost group hospitalization plan for the employee and eligible dependents will be Blue Shield of Northeastern New York (BSNENY), Blue Shield of Northeastern New York HEALTH PLUS, or the Capital District Physicians' Health Plan (CDPHP), the cost which will not exceed the BSNENY premiums. The BSNENY premium will include a $100 major medical deductible ($300 maximum) and unlimited major medical lifetime coverage.

B. Beginning September 1, 1983, the Teachers' Association agrees to share in the increase in premiums beyond the cost of the 1982-83 premium levels. This provision applies to teachers, teaching assistants and retirees as follows:

1. 25% of the increase above the 1982-83 premium level.
2. A maximum amount to be paid cannot exceed 10% of the total premium.
3. Monthly premium costs for 1982-83 are:

Individual	$ 49.34
Family	$133.50
Two Person	$125.77
Medicare Supplement	$37.37

4. Employees hired after February 1, 1994 will contribute 20% of their total health insurance premium. However, employees working .5 or less will pay premiums on a FTE basis. (Example: An employee working .4 FTE will pay 60% of his/her total health insurance premium.)

C. Any rate change during the year will be passed on to the subscriber at the time the change becomes effective.

D. A husband and wife working for the school district will be eligible for one (1) individual health plan each, or one (1) family plan only in cases where there are eligible dependents, at no cost to either employee.

E. The District will provide health insurance options to employees who are off payroll consistent with "COBRA". The District will also provide health insurance consistent with the Family Medical Leave Act for eligible employees.

Section 2. Eyeglass/Dental/EAP Reimbursement

A. The District will establish a fund of $300 per teacher (pro-rated on an FTE basis for part-time teachers and teaching assistants). This fund will be administered by the Superintendent and provide reimbursement for: an Employee Assistance Program (EAP), dental costs, the cost of eye examinations and the purchase of corrective lenses not already covered by insurance. Health insurance deductibles and premiums can be reimbursed annually at the end of the year. Reimbursements not to exceed the amount stated above shall be in accordance with the following regulations:

1. Bills for services and items stated above dated between July 1 and June 30 will be reimbursed to the teacher by the Business Office up to the amount stated above.
2. Bills may be submitted to the Business Office for annual reimbursement between September 15th and June 15th. Bills dated between June 15 and June 30 may be submitted in the current year or through October 1, the following school year. Bills submitted after these times will not be eligible for payment.
3. When Delta Dental and Davis Vision plans are established, these plans will supercede the present plans; the $300 will be applied towards premium costs.

Section 3. Health Insurance Upon Retirement

Teachers, upon retirement, will pay the portion of their health insurance premium at the same amount as was paid for an individual plan at the date of retirement plus 65% of their dependent's coverage. Teachers hired after September 1, 1994, will be eligible for this benefit upon completion of sixteen (16) years of service with the district. Retirees with less than sixteen (16) years of services may continue with the district's group plan by paying the full premium. Retirement means eligible for retirement and participating in the New York State Teachers' Retirement System. (Eligible for retirement and participating in the New York State Teachers' Retirement System shall not apply to teachers or teaching assistants in service prior to September 1, 1989).

Section 4. Tax Sheltered Annuities

Employees may participate in no more than two (2) tax sheltered annuity plans, pursuant to United States Public Law No. 87-370.

Section 5. Retirement Death Benefit

The District contribution to the New York State Teachers' Retirement System provides, in part, a substantial death benefit. The death benefit provided is included in legislation passed by the New York State Legislature and may be modified in the future.

Article 21
EXTRA-CURRICULAR ASSIGNMENTS

Section 1. Payments

All persons who are assigned extra-curricular duties shall be paid additional compensation in the amount indicated below:

A. Sports

1. Regular Season

The head varsity football coach will receive the following percentage of a beginning teacher's salary:

1999-2000	13.55%
2000-2001	13.87%
2001-2002	14.18%

All other head coaches will be paid a percentage of the head varsity football coach's salary as follows: (all Assistant, JV, Freshman or Modified coaches will be paid a percentage of their head coach's salary as designated by the number in parentheses).

Level:	**Sport**

*Denotes August preseason: Coaches are expected to start practice on dates established by the section or the league unless mutually agreed upon by the coach and the athletic director.

Level I [100%]	Varsity Football*, Varsity Basketball, Varsity Wrestling
Level II [80% of Level 1]	Varsity Football Assistant*, Head JV Football*, Head Modified Football*, Varsity Soccer*, JV Basketball, Varsity Wrestling Assistant, JV Wrestling, Varsity Baseball, Track (Winter/Spring), Lacrosse, Cross Country, Varsity Softball, Varsity Volleyball*, Varsity Tennis*
Level III [70% or (70%) of Level I]	Freshman Basketball
Level IV [80% of Level II]	JV Soccer*, Track Assistant, Varsity Cross Country Assistant, JV Softball, JV Baseball, JV Tennis*, JV Lacrosse, Varsity Lacrosse Assistant, Head Modified Football (no August preseason), Varsity Tennis (no August preseason)
Level V [(75%) of Level II]	JV Football Assistant*, Modified Football Assistant*, JV Wrestling Assistant
Level VI [(70%) of Level II	Modified Basketball, JV Volleyball*, Head Modified Wrestling, Freshman Soccer*, Freshman Baseball, Freshman Softball, Freshman Volleyball*,
Level VII [55% of Level I]	Varsity Golf*, Basketball Cheerleaders, Varsity Bowling
Level VIII [(65%) of Level II]	Modified Soccer, Modified Cross Country, Modified Volleyball, Modified Baseball, Modified Softball
Level IX [(80%) of Level IV]	Modified Football Assistant (no August preseason)
Level X [80% of Level VII]	JV Golf*, JV Tennis (no August preseason)
Level XI [30% of Level I]	Varsity Football Cheerleaders*
Level XII [80% of Level XI]	JV Football Cheerleaders*

NOT 53.7173 (3)

1999-00				2000-01		
Base	$31,566			Base	$32,074	
	13.55%				13.87%	
Level	1-5 YRS	6+YRS		Level	1-5 YRS	6+YRS
I	$4,277	$4,383		I	$4,448	$4,559
II	$3,421	$3,507		II	$3,558	$3,647
III	$2,994	$3,068		III	$3,113	$3,191
IV	$2,737	$2,805		IV	$2,847	$2,917
V	$2,566	$2,630		V	$2,669	$2,735
VI	$2,395	$2,455		VI	$2,491	$2,553
VII	$2,352	$2,411		VII	$2,446	$2,507
VIII	$2,224	$2,279		VIII	$2,313	$2,371
IX	$2,190	$2,244		IX	$2,278	$2,334
X	$1,882	$1,929		X	$1,957	$2,006
XI	$1,283	$1,315		XI	$1,334	$1,368
XII	$1,026	$1,052		XII	$1,067	$1,094

2001-02				2002-03		
Base	$32,781			Base		
	14.18%					
Level	1-5 YRS	6+YRS		Level	1-5 YRS	6+YRS
I	$4,648	$4,764		I		
II	$3,718	$3,811		II		
III	$3,253	$3,335		III		
IV	$2,975	$3,049		IV		
V	$2,789	$2,858		V		
VI	$2,603	$2,668		VI		
VII	$2,556	$2,620		VII		
VIII	$2,417	$2,477		VIII		
IX	$2,380	$2,439		IX		
X	$2,045	$2,096		X		
XI	$1,394	$1,429		XI		
XII	$1,115	$1,143		XII		

2. Post Season

a. The district will pay a maximum of two (2) weeks for post season play if the team/individual qualifies by earning an invitation to post season play and joint determination by the athletic director and the administration.

b. Post season is defined as follows: For each sport there is a season/league commitment. Any game(s) beyond this commitment are considered post season (post season league championships, sectionals, intersections, state and national meets).

c. If post season extends beyond two weeks, coaches agree to continue without further compensation.

d. Coaches will be compensated for post season responsibilities according to the following formula: [number of weeks (or fraction thereof) of post season] divided by [number of weeks (or fraction thereof) of the season/league commitment] multiplied by the coach's salary = amount of post season pay.

B. Extra-Curricular Activities

Persons assigned to duties listed below will be paid a specific sum as follows:

Position:	1999-00	2000-01	2001-02
District			
All County Band/Chorus	$144	$150	$156
Art Club	$312	$324	$339
Assistant Director (MS2/HS4)	$462	$480	$502
Drama Club	$484	$504	$526
GT Coord. Overnight	$161	$168	$175
GT Team Captain	$368	$383	$400
Musicals/Dramas (MS2/HS4)	$1,971	$2,049	$2,142
Parades (2)	$144	$150	$156
Set Design	$312	$324	$339
Ski Bus Chaperone	$52	$54	$56
Ski Club Advisor	$346	$360	$376
Website Design Club		$707	$739
Elementary			
Resident Camping	$161	$168	$175
Science Club	$484	$504	$526
Student Council	$484	$504	$526
Yearbook	$807	$840	$877
Algonquin			
Big Buddies	$431	$448	$468
Bookstore	$576	$600	$627
Literary Club	$576	$600	$627
Newspaper	$576	$840	$877
Select Chorus	$334	$348	$363
Service Club (2)	$443	$461	$481
Stage Band/ Wind Ensemble	$334	$348	$363
Student Council	$807	$840	$877
Video Club	$484	$504	$526
Writing Wizard	$576	$600	$627
Yearbook	$807	$840	$877
High School			
A World Of Difference (2)	$660	$687	$718
Future Business Leaders	$669	$695	$727
The History Club	$484	$707	$739
Grade 9 Adv.	$554	$576	$602
Grade 10 Adv.	$680	$707	$739
Grade 11 Adv.	$807	$840	$877
Grade 12 Adv.	$957	$996	$1,040
Habitat for Humanity	$646	$672	$702
Honor Society	$484	$504	$526

Horticulture Opportunities Club	$484	$504	$526
HS Overtone/Premier Band	$666	$692	$723
Key Club	$646	$707	$739
Newspaper	$1,142	$1,187	$1,241
Newspaper & Literary Mag. Printing	$836	$870	$909
Prom Adv.	$334	$348	$363
SADD	$680	$707	$739
Student Council	$807	$840	$877
Student Spectrum	$202	$210	$219
Student Union	$776	$807	$844
Varsity Club	$841	$875	$914
Volunteer Program Coordinator	$776	$807	$844
WAPH	$484	$504	$526
Yearbook	$3,262	$3,393	$3,545

Section 2. Chaperone Compensation

A. Compensation for services of teachers in the capacity of chaperones will be as follows:

	1999-00	2000-01	2001-02	2002-03
Chaperones Home	$41.58	$43.24	$45.18	TBD
Chaperones Away	$53.30	$55.43	$57.93	TBD
Head Chaperone	$59.72	$62.11	$64.90	TBD

B. A chaperone is anyone asked by or approved in advance by the building principal to supervise students and/or others at any event approved by the District, the greater part of which occurs after 6:00 p.m. on school days or which occurs on a weekend, holiday or vacation period, that is not a field trip or extension of classroom activities or part of advisory duties. No activity being reimbursed under other sections of this contract will be subject to reimbursement under Article 21.

C. The Head Chaperone is designated by the building principal for away athletic events and is responsible for decisions made regarding chaperoning duties and related activities.

Section 3. Intramural Compensation

The District will compensate those directing intramural programs at the following hourly rates:

1999-00	$ 13.94
2000-01	$ 14.50
2001-02	$ 15.15
2002-03	TBD

Section 4. Assigned Supervision

After school assigned supervisors shall be compensated at the negotiated professional hourly rate. (Article 22, Section 1H.)

Section 5. Additional Assignments

Additional extra-curricular assignments not now listed may be added during the year by mutual agreement between the Association and the Superintendent.

Article 22
PROFESSIONAL COMPENSATIONS

Section 1. Salaries

A. All teachers will be paid in accordance with the salary schedules as set for forth in Appendix C. Teaching assistants will be paid in accordance with the salary schedules in Appendix D.

B. Additional compensation for graduate study and approved undergraduate study will be at $30/hour. (This does not apply to teaching assistants.)

C. Effective January 1, 1994, graduate hours beyond Bachelors + 60 and Masters + 60 will be compensated on the basis of the in-service stipend, Article 18, Section 2. (This does not apply to teaching assistants.)

D. An employee who commences work on or before February 1st will be entitled to an increment at the commencement of the next succeeding school year. An employee who commences work after February 1st will not be entitled to an increment until the commencement of the second succeeding school year.

E. Salaries will be paid every two (2) weeks as per Appendix F.

F. Teachers may elect either a ten (10) month pay schedule or a twelve (12) month pay schedule. Teachers on a twelve (12) month pay schedule will receive all pay due on or before June 30th.

G. The district will establish three (3) supplemental pays during the school year. (See Appendix F.)

H. The professional hourly rate shall be as follows:

1999-00	$ 26.00
2000-01	$ 27.00
2001-02	$ 28.00
2002-03	TBD

I. The Staff Development Trainer hourly rate for bargaining unit members shall be as follows:

Number of trainers	99-00	00-01	01-02	02-03
1 trainer	$ 52.27	$ 54.36	$ 56.80	TBD
2 trainers working concurrently	$ 43.68	$ 45.42	$ 47.47	TBD
3 trainers working concurrently	$ 37.31	$ 38.80	$ 40.55	TBD

J. In the event that EIT funds are available from the State, the district will apply for such funds and the funds will be distributed on an FTE basis.

Section 2. Salary Supplements

A. Guidance

1. Guidance personnel hired prior to August 30, 1989 receive a salary supplement of $1,040. Those hired after August 30, 1989 will receive payment only in accordance with the negotiated salary schedule.

2. Guidance Personnel and Librarians shall also receive an additional 1/200th of the base salary or each day worked in addition to the days required by the school calendar. All extra days must be at the request of the building principal and with the prior approval of the Superintendent.

B. Department chairpersons will receive an additional salary supplement of:

	Supplement	+Per teacher*
1999-00	$ 2,383	$83

(*for each teacher besides him/herself.)

C. Team leaders will receive additional compensation as follows:

Number of Sections	1999-00	00-01	01-02	02-03
up to 3 sections	$ 2,265	$2,652	$2,678	TBD
4-6 sections	$ 3,832	$4,485	$4,687	TBD
7 or more	$ 5,536	$6,478	$6,540	TBD

D. Summer Driver Education, School Nurse-Teachers, School Nurse Practitioners and teachers hired on an hourly basis will receive compensation at the professional hourly rate. (Article 22, Section 1H.)

E. The High School and Algonquin AV Specialists will receive additional compensation as follows:

1999-00	$ 1,812
2000-01	$ 1,885
2001-02	$ 1,907
2002-03	TBD

F. The Computer Education Coordinator(s) will receive additional compensation as follows:

1999-00	$ 3,170
2000-01	$ 3,297
2001-02	$ 3,445
2002-03	TBD

G Technology Assistant(s) will receive additional compensation as follows:

1999-00	$ 1,384
2000-01	$ 1,439
2001-02	$ 1,504
2002-03	TBD

H Head Teacher will receive additional compensation as follows:

Number of grade level sections:	99-00	00-01	01-02	02-03
4-7 sections	$ 1,492	$ 1,552	$1,622	TBD
8-11sections	$ 2,239	$ 2,328	$2,433	TBD
12 or more	$ 2,985	$ 3,104	$3,244	TBD

I. Curriculum Leaders will receive additional compensation as follows:

1999-00	$ 3,234
2000-01	$ 3,364
2001-02	$ 3,515
2002-03	TBD

J. The Chairperson for the Committee on Special Education will receive additional compensation as follows:

1999-00	$ 3,234
2000-01	$ 3,364
2001-02	$ 3,515
2002-03	TBD

K. If a part time teacher or teaching assistant is requested by administration to attend meetings outside of their normal work day, they will be compensated as indicated below;
1. teaching assistants at their normal hourly rate
2. part time teachers at the Professional Hourly Rate, Article 21 Section 1H

L. If a teacher is required, as outlined in Special Education regulations, to attend Committee on Special Education meetings during the months of July and August, and the amount of time of required attendance is documented by the Director of Special Education, the teacher will be compensated at the professional hourly rate for the time served. The teachers will be paid a minimum of one hour salary and on a half hour basis for each half hour or part of a half hour beyond the first hour. The salary paid will be only for the amount of time served at the meeting. This remuneration does not apply to travel time for such meetings.

Article 23
MISCELLANEOUS PROVISIONS

Section 1. Agreement Commitment

The parties agree that, as the need arises to discuss matters of mutual concern, a committee comprised of the Superintendent or his designee and three (3) members selected by the Association shall be convened as soon as possible, at the request of either party, and at a time and date mutually agreed upon. It is understood that either the District or the Association may invite consultants as needed; discussions shall not be for the purpose of contract negotiations or modifications.

Section 2. Individual Agreements

Any individual arrangement, agreement or contract between the Board and an individual teacher, henceforth executed, shall be subject to and consistent with the terms and conditions of this Agreement.

Section 3. Contract Provisions With Regard to the Law

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

Section 4. Board Meeting Agenda and Minutes

The Association President will be provided with a copy of the official advance agenda of the Board meeting at the same time as they are made available to the Board of Education. A copy of the official Board meeting minutes will also be made available to the Association President as soon as possible after said meeting.

Section 5. Personnel Policies

An up-to-date copy of the School Board Policy Manual will be kept on file in each building library and in each building principal's office. A copy will be given to the President of the Averill Park Teachers' Association. When changes in policy are made, the changes will be sent to each location and the President of the Averill Park Teachers' Association.

Section 6. Printing Responsibility

Copies of this Agreement shall be printed at the joint expense of the School District and the Association. The Association will be responsible for distributing copies of the newly ratified contract to each current member of the Association. The District will be responsible for distributing copies of the new contract to newly hired employees of the District.

Section 7. Mileage Reimbursement

All teachers will be paid for authorized travel in their own vehicle while on school business at the IRS mileage rate.

Section 8. Seniority List

A seniority list will be published by January 15 of each school year and forwarded to the Association.

Section 9. Association President Time

The Association president may utilize time under Article 14, Section 1.B to conduct Association business.

Section 10. Retirement Incentive

A. A teacher who has completed at least fifteen (15) years of teaching service in the Averill Park Central School District and is eligible to retire under the terms of the New York State Teachers' Retirement System prior to the first day of school, September 2000, will receive a benefit equal to 65% of the difference between the retiring teacher's final year base salary plus paid credit hours and Step 2 of the Masters Schedule (for teaching assistants, Step 2 of the individual teaching assistant's

salary schedule) on the salary schedule for the year the teacher announces his/her retirement. The teacher must submit to the district no later than June 23, 2000 an irrevocable letter of resignation for retirement purposes, to be effective prior to the first day of school, September 2000.

Effective September 1, 2000:

A teacher who has completed at least fifteen (15) years of teaching service in the Averill Park Central School District and is in his/her first year of eligibility to retire under the terms of the New York State Teachers' Retirement System prior to the first day of the next school year will receive a benefit equal to 65% of the difference between the retiring teacher's final year base salary plus paid credit hours and Step 2 of the Masters Schedule (for teaching assistants, Step 2 of the individual teaching assistant's salary schedule) on the salary schedule for the year the teacher announces his/her retirement. The teacher must submit to the district no later than February 1 an irrevocable letter of resignation for retirement purposes, to be effective prior to the first day of the next school year.

B. At the teacher's option the District will make: (1)a lump sum payment, or (2)deferred payments to cover 100% health insurance for both the individual and eligible dependents, until the money is exhausted.

C. If the State of New York proposes a retirement incentive plan and the Board of Education elects to participate in this plan, the teacher must choose either the state plan or the district plan.

Section 11

In reference to contractual language found in Articles 15, 20 and 23, the phrase "eligible for and participating in the New York State Teachers' Retirement System" shall not apply to teachers or teaching assistants in service prior to the initial introduction of such phrase into the collective bargaining agreement between the Averill Park Teachers Association and the Chief Executive Officer of the Averill Park Central School District. This phrase was first introduced into the September 1, 1989 agreement. Therefore, teachers and teaching assistants in service in the Averill Park Central School District prior to September 1, 1989 shall not be bound by this phrase.

Article 24
DURATION OF AGREEMENT

This contract shall be effective from SEPTEMBER 1, 1999 through AUGUST 31, 2003, with negotiations to resume during the 2001-2002 school year for the purpose of negotiating 2002-2003 contract changes pertaining to Articles 21 and 22 only, with a target for completion by November 16, 2001.

It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

President,
Averill Park Teachers' Association

Date _____

Superintendent,
Averill Park Central School District

Date _____

APPENDIX A

AVERILL PARK CENTRAL SCHOOL DISTRICT
ANNUAL PROFESSIONAL PERFORMANCE REVIEW PROGRAM (APPRP)

To be evaluated at the conclusion of the 2000-01 school year by Professional Development Team

The **Annual Professional Performance Review Program (APPRP)** aims to promote instructional excellence, to help staff to identify strengths of performance and areas in need of assistance, to assist the staff to monitor and adjust teaching practice, and to encourage a continuing dialogue between those involved in the instructional process.

Procedures

Section 1. Definition – Observation Period

An observation period will normally consist of no more than 60 minutes or a series of shorter periods totaling 60 minutes or less. At the secondary level, should a block schedule be adopted, the observation period may be extended to include an entire block.

Section 2. Pre-Observation, Post Observation Forms

A principal or supervisor may request that a teacher complete a pre-observation form and/or a post observation form to provide input which may help to improve understanding of the lesson(s) observed. Forms for this purpose include the CLASSROOM VISITATION QUESTIONNAIRE, FORM B and OBSERVATION REFLECTION QUESTIONS, FORM 1 included in this Appendix. Teachers should be made aware at the beginning of the school year in each building of any other pre-observation or post-observation forms to be used.

Section 3. Choice of Evaluation Programs/Use of Forms

A teacher and his/her supervising administrator will mutually agree by November 15 upon the evaluation procedures to be used during the school year, according to the following chart. If agreement cannot be reached by November 15, the Traditional method will be used for those hired before 9/1/00.

Level I	Level II
Traditional: Teacher Evaluation/ Classroom Observation – Form A Classroom Visitation Data – Form B Classroom Visitation Summary – Form C Annual Summary – Form D	**Traditional**: Teacher Evaluation/ Classroom Observation – Form A Classroom Visitation Data – Form B Classroom Visitation Summary – Form C Annual Summary – Form D
***Danielson Based:** Observation Notes & Reflection Questions – Form 1 Classroom Observation Feedback – Form 2 Annual Professional Performance Review – Form 3 *For teachers hired effective 9/1/00 or later and those hired before 9/1/00 who have participated in Danielson training.	***Danielson Based:** Observation Notes & Reflection Questions – Form 1 Classroom Observation Feedback – Form 2 Annual Professional Performance Review – Form 3 *For teachers hired effective 9/1/00 or later and those hired before 9/1/00 who have participated in Danielson training.
	****Danielson Based:** Goal Setting Professional Growth Plan – Form 4 **May be chosen even if Danielson training has not been completed.

Section 4: Level I

All probationary teachers and tenured teachers identified by their supervisor as being in need of assistance (Level I) will receive formal feedback a minimum of three (3) times per year on the TEACHER EVALUATION/CLASSROOM OBSERVATION FORM A or the CLASSROOM OBSERVATION FEEDBACK FORM 2. These forms are designed to be formal communication links between the teacher and observer and can be used to summarize observations of a single extended classroom observation or a series of short classroom visits. If a series of shorter visits are used as a basis for completion of the TEACHER EVALUATION/CLASSROOM OBSERVATION FORM A or the CLASSROOM OBSERVATION FEEDBACK FORM 2, each visit will require completion of the CLASSROOM VISITATION DATA FORM B in conjunction with the CLASSROOM VISITATION SUMMARY FORM C or the OBSERVATION NOTES AND REFLECTION QUESTIONS FORM 1. A timely follow up post-observation conference with the teacher should be completed prior to the next classroom visit. In order to provide feedback to teachers in a timely fashion, the TEACHER EVALUATION/CLASSROOM OBSERVATION FORM A or the CLASSROOM OBSERVATION FEEDBACK FORM 2 will be presented to the teacher as soon as possible. Normally this will be within fifteen(15) school days after the completed observation period.

Section 5. Level II

Tenured teachers not identified by their supervisor as being in need of improvement (LEVEL II) will receive feedback on classroom visits and classroom observations on the TEACHER EVALUATION/CLASSROOM OBSERVATION FORM A, CLASSROOM VISITATION DATA FORM B in conjunction with the CLASSROOM VISITATION SUMMARY FORM C, or the CLASSROOM OBSERVATION FEEDBACK FORM 2 after each class visit. A post-observation conference will be held in a timely manner prior to any subsequent visits or observations to discuss each classroom visit or observation.

Level II teachers shall be formally observed for at least one (1) observation period, normally one (1) hour, and not more than five (5) hours each school year.

Section 6. Pre-Arranged Classroom Observation or Visit

The teacher may request that one (1) observation or visit per year be at a time mutually agreeable to the teacher and his/her supervisor.

Section 7. Instructional Improvement Program

In the case of a tenured teacher whose performance has been determined to be in need of improvement, he/she shall be formally notified by his/her supervisor. The supervisor shall implement an instructional improvement program for the teacher as per Article 8, Section 1 G.

GUIDELINES FOR ANNUAL SUMMARY

Guidelines for Teaching Effectiveness, Classroom Management and Professional Characteristics:

The evaluator will use input parallel to the items appearing on the classroom observation sheet when writing the annual summary statements under:
TEACHING EFFECTIVENESS/L M S PROFESSIONAL RESPONSIBILITIES
CLASSROOM MANAGEMENT/LIBRARY MANAGEMENT
PROFESSIONAL CHARACTERISTICS

Guidelines for Evaluation Methods:

The evaluator will react to the way the teacher uses tests within the academic program. Emphasis on using tests for diagnostic purposes as well as generating marks is important. Tests should be well constructed, challenging, and interesting. A cross sampling of yearly tests should demonstrate consideration for gathering information at the following levels: knowledge, comprehension, application, analysis, synthesis, and evaluation.

The total evaluation of students must reflect the teacher's awareness of classroom participation, homework effort and other observable areas in addition to test marks.

Guidelines for Professional Relations:

The evaluator will assess the teacher's ability to establish positive, professional relations with the following groups: Pupils, fellow teachers and staff members, administrators, and parents.

Guidelines for Participation in School Activities Outside the Classroom:

The observer will consider the teacher's productivity in carrying out assigned duties around the school including such things as chaperoning; club monitoring; bus, corridor, cafeteria, and playground duties; and any other assigned responsibilities. Last but not least, the teacher's performance in maintaining general control of student's behavior anywhere on school property will be considered.

Guidelines for Professional Development:

The evaluator will list those things that demonstrate a continual interest in professional development including: enrollment in graduate courses; attendance at in-service activities; participation on professional committees.

Guidelines for Attendance:

The evaluator will enumerate the teacher's days of absences from school. Days spent attending or observing programs for professional enrichment will be listed separately.

****

TEACHER EVALUATION - CLASSROOM OBSERVATION - FORM A

Name _____ Grade _____ Section _____
Observer _____ School _____
Date _____ Period _____ Number of Pupils _____

Rating Key:

E	Evident
NI	Area needs improvement
U	Unsatisfactory
--	Not able to evaluate/not applicable

I. TEACHING EFFECTIVENESS

A. Skill in motivating and sustaining interest.

_____1. Teacher displays effective techniques to focus pupils' attention on the lesson, to organize the class and start promptly.
_____2. Objective(s) of the lesson is/are stated clearly.
_____3. Students display an awareness of why they are studying the lesson.
_____4. Lesson planning shows creativity and concern for choosing relevant materials to increase student motivation.
_____5. Teacher incorporates pupils' questions, experiences, and materials to increase interest in and relevancy of the lesson.
_____6. Students exhibit positive involvement in and reaction to the lesson.
_____7. The teacher shows an ability to pace himself/herself.
_____8. The lesson's introduction motivates and the closing ties together the entire lesson as part of a total unit.

Comments: _____
_____
_____

B. Command of subject matter and ability to deliver it to pupils.

_____1. A fluent, clear manner of instruction is demonstrated.
_____2. Instruction is at the level of pupils' understanding.
_____3. Teacher makes an appropriate effort to diagnose level of student understanding while the lesson is in progress.
_____4. Teacher adjusts instruction or pace based on diagnosis of pupil understanding.
_____5. Explanatory examples are included in the instruction.
_____6. Vocabulary is appropriate to students' level of understanding; new terms are explained.

_____7. Skills are developed through appropriate exercises, and attention is given to drill and planned repetition, where necessary.
_____8. Students are encouraged to draw their own conclusions, thus the teacher helps to shape attitudes.
_____9. The teacher responds openly and clearly to student questions.
_____10. Use of notes and reliance on a text by the teacher for instruction is minimal and does not interrupt the flow of the lesson.
_____11. An appropriate plan for explaining difficult concepts is demonstrated.
_____12. The teacher shows a clear knowledge of subject matter.
Comments: _____

C. Evidence of logical or sequential teacher planning.
_____1. Instructional materials are ready when needed.
_____2. Individual parts of the lesson are clearly related.
_____3. Tie-ins to the previous lesson and to the subsequent lesson are effectively demonstrated.
_____4. Methods and activities show variety.
_____5. Lesson content is appropriate to State and local curriculum guidelines.
Comments: _____

D. Provides for effective pupil participation and individual differences.
_____1. Pupils are active participants in the learning experience.
_____2. Class members are attentive to instruction.
_____3. The teacher frequently checks for understanding.
_____4. Questions seem designed to stretch the brighter pupils and improve the confidence of weaker pupils.
_____5. Questioning technique moves pupils towards higher level thinking skills.
_____6. Tactics to overcome reading problems are incorporated into the lesson.
_____7. Projects and activities which allow for individual initiative, creativity, and variation are encouraged by the teacher.
_____8. The teacher makes an appropriate effort to involve passive students.
_____9. The teacher readily reaches out to students of varying ability and needs.
_____10. There is provision for extra help.
_____11. Sub-grouping within the class is used to benefit students of various ability levels.
Comments: _____

E. Skill in making assignments.
_____1. The assignment is concise and clear.
_____2. The assignment has a purpose that is appropriate.
_____3. Time is allowed for pupils to ask questions about the assignment.

_____4. Differentiated assignments addressing the needs of brighter and weaker students are given.
_____5. Homework/out-of-class assignment procedures are in agreement with school guidelines, where they exist.
Comments: _____

F. Efficient use of time.
_____1. The teacher reacts to and deals effectively with a pupil who is late.
_____2. An effective technique for getting beyond the homework due and on to instruction is demonstrated.
_____3. The teacher involves students in various aspects of class activities without a waste of time.
_____4. The teacher supervises activity so that pupils work productively throughout the class period.
_____5. Teacher reaction to discipline problems is quick and appropriate.
_____6. Class ends in an orderly fashion.
Comments: _____

G. Ability to adapt to situations.

_____1. Teacher uses student input without being sidetracked for too long.
_____2. Teacher shows patience and understanding when students don't understand and/or ask questions.
_____3. Teacher switches to different methods/activities when what is planned does not work.
_____4. Teacher handles unplanned interruptions effectively.
_____5. Teacher adapts well to the needs of handicapped pupils.

Comments: _____

_____

_____

H. Use of instructional aids, resource materials and people.

_____1. Textbook is used effectively.
_____2. Ditto/mimeo materials are prepared carefully and are easy to read.
_____3. Films/filmstrips/AV materials/computers/guest speakers are incorporated into the lesson to benefit instruction.
_____4. Models and/or demonstrations effectively complement instruction.
_____5. The chalkboard or overhead is used effectively.
_____6. Appropriate resource materials are used to benefit instruction.
_____7. Pupil work is attractively displayed and current.
_____8. Bulletin boards are complementary and current.

Comments: _____

_____

_____

II. CLASSROOM MANAGEMENT

A. Teacher-student rapport.

_____1. Classroom format encourages pupil participation and motivates students while ensuring teacher control.
_____2. Teacher-student, student-teacher, and student-student interaction displays cooperation, involvement, and mutual respect.
_____3. The teacher displays firmness and consistency of action in discipline situations, acting rationally rather than emotionally.
_____4. The teacher works to develop pupil confidence and self image.
_____5. The teacher provides positive reinforcement of pupil knowledge and appropriate behavior.
_____6. Teacher humor is used appropriately.
_____7. Eye contact is used effectively.

Comments: _____

_____

_____

B. Suitable atmosphere for learning.

_____1. Physical atmosphere of the room is cheerful and interesting. (Note if a shared room.)
_____2. Pupils express enthusiasm for classroom activity but within bounds.
_____3. Classroom is free from teacher-created anxiety.
_____4. Students display a respect for each other's responses and opinions.
_____5. Teacher handles observed discipline problems according to established procedures.

Comments: _____

_____

_____

C. Establishes effective procedures and routines.

_____1. Papers and other lesson materials are distributed to pupils efficiently.
_____2. The teacher takes attendance carefully and keeps attendance records.
_____3. Grading procedures agree with school guidelines.
_____4. Maintenance of pupil grade and work records is accurate and complete.
_____5. Transition from one activity to another is done efficiently.

Comments: _____

_____

_____

D. Housekeeping (Note: ___ sole use of room ___ shared room).

_____1. Classroom is neat; materials are organized in an accessible manner.
_____2. Room temperature and ventilation are conducive to learning.
_____3. Lighting is sufficient.
_____4. Teacher's desk is neat and organized.
_____5. Furnishings show teacher-student pride in classroom appearance.

Comments: _____

_____

_____

III. PROFESSIONAL CHARACTERISTICS

A. Teacher's overall appearance is appropriate.

Comments: _____

_____

_____

B. Speech

_____1. Volume is sufficient.
_____2. Grammar is correct.
_____3. Rate of speech is effective.
_____4. Diction is clear.
_____5. Teacher pauses for pupil thought or dramatic effect.

Comments: _____

_____

_____

C. Enthusiasm

_____1. Lesson plan and classroom atmosphere exhibit considerable preparation, reflecting teacher enthusiasm.
_____2. Vitality of lesson and high quality of student-teacher interaction indicates enthusiasm.
_____3. Voice inflection and change of tone provide for enthusiasm and variety.

Comments: _____

_____

_____

D. Suggestions for improvement of instruction, made in prior classroom observations, are incorporated in the lesson.

Comments: _____

_____

_____

Acknowledgements:

Teacher_____ Supervising Administrator _____

Date _____ Date _____

If there is any part of this review that the teacher does not agree with or wishes to respond to, a rebuttal should be written and attached to this document before it is entered into the teacher's personnel file.

ADDENDUM FOR LIBRARY MEDIA SPECIALIST EVALUATION

The following items will be discussed with the LMS prior to completion of the annual evaluation.

LMS PROFESSIONAL RESPONSIBILITIES.

_____1. Works cooperatively with faculty to provide a well balanced collection of appropriate and accessible instructional materials which supports both the instructional program and the individual needs of students in the building.
_____2. Maintains communication with and interprets media services to administration, instructional staff, and students in the building.
_____3. Provides reading and reference guidance for the students and faculty in the building.
_____4. Initiates and supports instruction in library, research, and study skills.
_____5. Assists students in the development of appreciation for literature through formal and/or informal reading promotion activities.

Comments: _____

_____

_____

LIBRARY MANAGEMENT.

_____1. Administers the budget (or a specified portion of the budget) assigned to the building library and/or audio-visual program.
_____2. Informally communicates with the building administration and instructional staff about general professional and curriculum information.
_____3. Communicates program needs on an annual basis.
_____4. Organizes library materials so they are accessible and provides for an attractive facility.
_____5. Submits an annual report, which includes inventory and circulation data.
_____6. Oversees that media center users are accountable for materials which are borrowed (overdue, lost books, damages, etc.)
_____7. Keeps the collection (including periodicals, books, audio-visuals, computer software, references tools, etc.) current and appropriate through evaluation, weeding, and reviewing.

Comments: _____

_____

_____

Acknowledgements:

Library Media Specialist _____ Supervising Administrator_____

Date _____ Date _____

If there is any part of this review that the LMS does not agree with or wishes to respond to, a rebuttal should be written and attached to this document before it is entered into the teacher's personnel file.

CLASSROOM VISITATION SUMMARY – FORM C

Teacher _____

Date of Visit _____

Observer _____

Date of Conference _____

Positive Characteristics Observed: _____

_____

_____

_____

_____

Suggestion Areas: _____

_____

_____

_____

The teacher's signature indicates that he/she has seen and discussed the Classroom Visitation Summary but does not necessarily mean he/she agrees with it.

Acknowledgements:

Teacher_____ Supervising Administrator _____

Date _____ Date _____

If there is any part of this review that the teacher does not agree with or wishes to respond to, a rebuttal should be written and attached to this document before it is entered into the teacher's personnel file.

AVERILL PARK CENTRAL SCHOOL DISTRICT
TEACHER EVALUATION
ANNUAL SUMMARY – FORM D
(Based upon formal and informal observation)

Teacher _____ School _____ Area _____

Supervising Administrator _____ Date _____

I. Teacher Effectiveness:

II. Classroom Management:

III. Professional Characteristics:

IV. Evaluation Methods:

V. Professional Relations:

VI. Participation in School Activities Outside the Classroom:

VII. Professional Development:

VIII. Attendance:

IX. Check one from A or B:

A. I recommend this teacher for:

Continued Part-Time _____

Continued Probation _____

Tenure _____

B. This is an evaluation for a tenured teacher ___

Acknowledgements:
Teacher _____ Supervising Principal _____

Date _____ Date _____
If there is any part of this review that the teacher does not agree with or wishes to respond to, a rebuttal should be written and attached to this document before it is entered into the teacher's personnel file.

AVERILL PARK CENTRAL SCHOOL DISTRICT
Teacher Assistant Evaluation – FORM E

Name:_____ School _____

Supervising Administrator _____ Date _____
Description of primary responsibility: _____

_____

1. Satisfactory
2. Needs Improvement
3. Unsatisfactory
4. Does Not Apply

1 2 3 4

I. PERSONAL CHARACTERISTICS:

A. Quality of Work

B. Work Habits:
1. Completes assigned and routine duties without undue supervision.
2. Follows instructions and accepted procedures.

C. Work attitudes:
1. Attitude toward job.
2. Attitude toward co-workers.
3. Applies suggested ideas and techniques.
4. Accepts constructive criticism.
5. Accepts responsibility.

D. Punctuality:
1. Reports to work on time and works within assigned hours.

E. Resourcefulness:
1. Finds ways and means of satisfactorily completing assigned tasks.

F. Speech:
1. Volume is sufficient.
2. Grammar is correct.
3. Diction is clear.

G. Ability to adapt to situations.

H. Overall appearance.

PERSONAL CHARACTERISTICS COMMENTS:

_____

_____

II. ASSIGNMENT CHARACTERISTICS:

1 2 3 4

A. Working relations with:
   1. Students.
   2. Administration.
   3. Teachers.
   4. Others
      List: _____

      _____

B. Efficient Use of Time.

C. Housekeeping: (Only if sole use of room during assignment).
   1. Area is neat, materials are organized
   2. Room temperature and ventilation are conducive to learning.
   3. Lighting is sufficient

ASSIGNMENT CHARACTERISTICS COMMENTS:

_____

_____

Acknowledgements:

Teaching Assistant _____ Supervising Administrator _____

Date _____ Date _____

If there is any part of this review that the teacher does not agree with or wishes to respond to, a rebuttal should be written and attached to this document before it is entered into the teacher's personnel file.

From Danielson's *A Framework for Teaching*

Pathways

Domain 1

Domain 2

Domain 3

Domain 4

AVERILL PARK CENTRAL SCHOOL DISTRICT
ANNUAL PROFESSIONAL PERFORMANCE REVIEW PROGRAM (APPRP)
Observation Notes and Reflection Questions - FORM 1
This review is based on Danielson's *A Framework for Teaching*

Name _____ School _____

Grade/Subject _____ Observation Date and Time _____

Supervising Administrator _____ Post Conference Date and Time _____

OBSERVER NOTES – DOMAIN 1: PLANNING AND PREPARATION

Component Level Evidence (To be completed prior to the Observation)

Component Summary (To be completed after the Post-Observation Conferen

1a: Demonstrating Knowledge of Content and Pedagogy
(Knowledge of: * Content *Prerequisite Relationships *Content-Related Pedagogy)

1b: Demonstrating Knowledge of Students
(Knowledge of: * Age Group *Varied Approaches to Learning *Skills and Knowledge *Interests and Cultural Heritage)

1c: Selecting Instructional Goals
(*Value *Clarity *Suitability for Diverse Students *Balance)

1d: Selecting Instructional Goals
(*Resources for Teaching *Resources for Students)

1e: Designing coherent instruction
(*Learning Activities *Instructional Materials, Resources and Technology *Instructional Groups *Lesson and Unit Structure)

1f: Assessing student learning
(*Congruence with Instructional Goals *Criteria & Standards *Use for Planning)

Notes from Reflection Questions
(To be completed after the Post-Observation Conference)

OBSERVER NOTES – DOMAIN 2: THE CLASSROOM ENVIRONMENT

Component Level Evidence
(To be completed prior to the Observation)

Component Summary
(To be completed after the Post-Observation Conferen

2a Creating an Environment of Respect and Rapport
(*Teacher Interaction with Students *Student Interaction)

2b: Establishing a Culture for Learning
(*Importance of Content *Quality of Student Work *Expectations for Learning and)

2c: Managing Classroom Procedures
(Management of: *Instructional Groups *Transitions *Materials and Supplies
*Non-Instructional Duties *Supervision of Volunteers and Paraproessionals)

2d: Managing Student Behavior
(*Expectations *Monitoring of Student Behavior *Response to Student Behavior)

2e: Organizing Physical Space
(*Safety and Arrangement of Furniture *Accessibility to Learning and
Use of Physical Resources)

Notes from Reflection Questions
(To be completed after the Post-Observation Conference)

OBSERVER NOTES – DOMAIN 3: INSTRUCTION

Component Level Evidence
(To be completed prior to the Observation)

Component Summary
(To be completed after the Post-Observation Conferen

3a: Communicating Clearly and Accurately
(*Directions and Procedures *Oral and Written Language)

3b: Using Questioning and Discussion Skills
(*Quality of Questions *Discussion Techniques *Student Participation)

3c: Engaging Students in Learning
(*Representation of Content *Activities and Assignments *Grouping of Students *Instructional Materials and Resources *Structure and Pacing)

3d: Providing Feedback to Students
(*Quality: Accurate, Substantive, Constructive, and Specific *Timeliness)

3e: Demonstrating Flexibility and Responsiveness
(*Lesson Adjustment *Response to Students *Persistence)

Notes from Reflection Questions
(To be completed after the Post-Observation Conference)

Observation Reflection Questions - FORM 1
This review is based on Danielson's *A Framework for Teaching*

Name _____ School _____

Grade/Subject _____ Observation Date and Time _____

Supervising Administrator _____Post Conference Date and Time _____

Please answer the questions below; return this form to the supervising administrator's secretary today and set up an appointment to discuss this classroom visit as soon as possible.

1. As I reflect on the lesson, to what extent were students productively engaged?

2. Did the students learn what I intended? Were my instructional goals met? How do I know?

3. Did I alter my goals or instructional plan as I taught the lesson? If so, why?

4. If I had the opportunity to teach this lesson again to this same group of students, what would I do differently? Why?

5. Provide several samples of student work on this assignment. This work should reflect a range of student ability in your class and include feedback you provide to students on their papers.

Teacher's Signature/Date _____

Administrator's Signature/Date _____

This form will be filed at the school level.

AVERILL PARK CENTRAL SCHOOL DISTRICT
ANNUAL PROFESSIONAL PERFORMANCE REVIEW PROGRAM (APPRP)
CLASSROOM OBSERVATION FEEDBACK FORM 2
This review is based on Danielson's *A Framework for Teaching*

Name _____ **School** _____
Grade/Subject _____ Observation Date and Time _____

Supervising Administrator _____ Post Conference Date and Time _____

Directions:	**With the teacher, examine all the evidence generated by the lesson. Look jointly at the Level of Performance form by component for each domain. Come to an agreement on the level of performance demonstrated by the teacher. Using a highlight marker, annotate (highlight or circle) all or part of the statements that pertain. Together, review the component summaries and develop suggestions for future practice.**

AVERILL PARK CENTRAL SCHOOL DISTRICT
ANNUAL PROFESSIONAL PERFORMANCE REVIEW PROGRAM (APPRP)
Annual Professional Performance Review - FORM 3
This review is based on Danielson's *A Framework for Teaching*

Teacher _____ Administrator _____

Teacher Assignment _____ Date _____

Reponse Grid: D = Distinguished B = Basic
P = Proficient U = Unsatisfactory N = Insufficient Data

Planning and Preparation

Demonstrating Knowledge of Content and Pedagogy (Year 1) _____
- Knowledge of Content
- Knowledge of Prerequisite Relationships
- Knowledge of Content-Related Pedagogy

Comments: _____

_____

Demonstrating Knowledge of Students (Year 2) _____
- Knowledge of Characteristics of Age Group
- Knowledge of Students' Varied Approaches of Learning
- Knowledge of Students' Skills and Knowledge
- Knowledge of Students' Interests and Cultural Heritage

Comments: _____

_____

Selecting Instructional Goals (Year 1) _____
- Value
- Clarity
- Suitability for Diverse Students
- Balance

Comments: _____

_____

Demonstrating Knowledge of Resources (Year 3) _____
- Resources for Teaching
- Resources for Students

Comments: _____

_____

Designing Coherent Instruction (Year 1) _____
- Learning Activities
- Instructional Materials and Resources
- Instructional Groups
- Lesson and Unit Structure

Comments: _____

_____

Assessing Student Learning (Year 2) _____

- Congruence with Instructional Goals
- Criteria and Standards
- Use for Planning

Comments: _____

_____

The Classroom Environment

Reponse Grid: D = Distinguished B = Basic
P = Proficient U = Unsatisfactory N = Insufficient Data

Creating an Environment of Respect and Repport (Year 2) _____

- Teacher Interaction with Students
- Student Interaction

Comments: _____

_____

Establishing a Culture for Learning (Year 3) _____

- Importance of the Content
- Student Pride in Work
- Expectations for Learning and Achievement

Comments: _____

_____

Managing Classroom Procedures (Year 2) _____

- Management of Instructional Groups
- Management of Transitions
- Management of Materials and Supplies
- Performance of Non-instructional Duties
- Utilization of Volunteers and Paraprofessionals

Comments: _____

_____

Managing Student Behavior (Year 1) _____

- Expectations
- Monitoring of Student Behavior
- Response to Student Misbehavior

Comments: _____

_____

Organizing Physical Space (Year 3) _____

- Safety and Arrangement of Furniture
- Accessibility to Learning and Use of Physical Resources

Comments: _____

_____

Instruction

Reponse Grid: D = Distinguished B = Basic
P = Proficient U = Unsatisfactory N = Insufficient Data

Communicating Clearly and Accurately (Year 1) _____

- Directions and Procedures
- Oral and Written Language

Comments: _____

_____

Using Questioning and Discussion Techniques (Year 3) _____

- Quality of Questions
- Discussion Techniques
- Student Participation

Comments: _____

_____

Engaging Students in Learning (Year 1) _____

- Representation of Content
- Activities and Assignments
- Grouping of Students
- Instructional Materials and Resources
- Structure and Pacing

Comments: _____

_____

Providing Feedback to Students (Year 2) _____

- Quality: Accurate, Substantive, Constructive, Specific
- Timeliness

Comments: _____

_____

Demonstrating Flexibility and Responsiveness (Year 2) _____

- Lesson Adjustment
- Response to Students
- Persistence

Comments: _____

_____

Professional Responsibilities

Reponse Grid: D = Distinguished B = Basic
P = Proficient U = Unsatisfactory N = Insufficient Data

Reflecting on Teaching (Year 3) _____

- Accuracy
- Use in Future Teaching

Comments: _____

_____

Maintaining Accurate Records (Year 1) _____

- Student Completion of Assignments
- Student Progress in Learning

Comments: _____

_____

Communicating with Families (Year 1) _____

- Information about the Instructional Program
- Information about Individual Students
- Engagement of Families in the Instructional Program

Comments: _____

_____

Contributing to the School and the District (Year 2) _____

- Relationships with Colleagues
- Service to the School
- Participation in School and District Projects

Comments: _____

_____

Growing and Developing Professionally (Year 2) _____

- Enhancement of Content Knowledge and Pedagogical Skill
- Service to the Profession

Comments: _____

_____

Showing Professionalism (Year 3) _____

- Service to Students
- Advocacy
- Decision Making

Comments: _____

_____

Acknowledgements:

Teacher_____ Supervising Administrator _____

Date _____ Date _____

If there is any part of this review that the teacher does not agree with or wishes to respond to, a rebuttal should be written and attached to this document before it is entered into the teacher's personnel file.

AVERILL PARK CENTRAL SCHOOL DISTRICT
ANNUAL PROFESSIONAL PERFORMANCE REVIEW PROGRAM (APPRP)
Professional Growth Plan - FORM 4
This review is based on Danielson's *A Framework for Teaching*

Tenured teachers may choose to participate in the **Professional Growth Plan (PGP)** which includes: (1) Goal Setting; (2) Professional Growth Plan Development; (3) Plan Implementation; (4) Plan Reporting.

1. **Goal Setting:** In the goal setting process, a tenured teacher sets professional growth goal(s) collaboratively with the supervising administrator by November 15 of the school year in which the goals are undertaken. The goal(s) may be based on: results of the Annual Professional Performance Review, goals of the school and the district, professional growth objectives of the teacher. Goal(s) must be relevant and realistically achievable.

2. **Professional Growth Plan Development** (See form): In order to achieve the goals established in the goal setting process, a Professional Growth Plan shall be developed by the teacher in cooperation with their supervising administrator. Professional growth options include:

1. Approved committee work
2. College or university course(s)
3. Cooperative teaching
4. Creation of in-house expertise
5. Curriculum committee(s)
6. Developing and implementing a new program
7. Developing and refining a portfolio
8. Distance learning
9. Grant writing or facilitation
10. Group projects or research
11. Individual projects or research
12. Internship or cooperating teacher
13. Leadership in professional organizations
14. Mentorship
15. Participating in a user's group on the Internet
16. Peer coaching
17. Peer observation
18. Self-analysis from video tapes
19. Study group
20. Written response to professional journal articles
21. Teacher presentation to educational groups
22. Weekly journal - reflective practice
23. Workshops or seminars
24. Self-study visiting team
25. Integration of technology into the curriculum
26. Other by mutual agreement

3. **Plan Implementation**: After the development of the plan, it is the responsibility of the teacher to carry it out and to keep the supervising administrator informed as to progress with periodic reports. The reports may be informal in nature and are intended to ensure that activities are being completed according to the intended timeline and are making progress towards the desired objectives. There will be a mid-year conversation.

4. **Plan Reporting** (See form): At its conclusion, a report of the plan shall be completed by the teacher and supervising administrator. It shall become a part of the teacher's personnel file.

AVERILL PARK CENTRAL SCHOOL DISTRICT
ANNUAL PROFESSIONAL PERFORMANCE REVIEW PROGRAM (APPRP)
Professional Growth Plan – FORM 4, Page 1

Teacher _____ Supervising Administrator _____

Plan Period: from _____ to _____

I. Professional Growth Goal(s): _____

_____

_____

_____

_____

II. Rationale for Goal(s): _____

_____

_____

_____

_____

III. Professional Growth Plan Activities: _____

_____

_____

_____

Acknowledgements:

Teacher _____ Supervising Administrator _____

Date _____ Date _____

AVERILL PARK CENTRAL SCHOOL DISTRICT
ANNUAL PROFESSIONAL PERFORMANCE REVIEW PROGRAM (APPRP)
Professional Growth Plan – FORM 4, Page 2

Teacher _____ Supervising Administrator _____

Plan Period from _____ to _____

IV. Mid-year Conversation: For each activity in the Professional Growth Plan, jointly indicate the degree to which it is being completed. _____

_____

_____

_____

_____

V. End of Year Summary: For each activity in the Professional Growth Plan, teacher indicates summative comments. _____

_____

_____

_____

_____

VI. End of Year Summary: For each activity in the Professional Growth Plan, supervising administrator indicates summative comments._____

_____

_____

_____

Acknowledgements:
Teacher_____ Supervising Administrator _____

Date _____ Date _____

AVERILL PARK CENTRAL SCHOOL DISTRICT
ANNUAL PROFESSIONAL PERFORMANCE REVIEW PROGRAM (APPRP)
Performance Review Choice

Your Name _____

Indicate your choice of performance review program by placing an X in the lower left hand corner box.

Level I	Level II
Traditional: Teacher Evaluation/ Classroom Observation – Form A Classroom Visitation Data – Form B Classroom Visitation Summary – Form C Annual Summary – Form D	**Traditional**: Teacher Evaluation/ Classroom Observation – Form A Classroom Visitation Data – Form B Classroom Visitation Summary – Form C Annual Summary – Form D
***Danielson Based:** Observation Notes & Reflection Questions – Form 1 Classroom Observation Feedback – Form 2 Annual Professional Performance Review – Form 3 *For teachers hired effective 9/1/00 or later and those hired before 9/1/00 who have participated in Danielson training.	***Danielson Based:** Observation Notes & Reflection Questions – Form 1 Classroom Observation Feedback – Form 2 Annual Professional Performance Review – Form 3 *For teachers hired effective 9/1/00 or later and those hired before 9/1/00 who have participated in Danielson training.
	****Danielson Based:** Goal Setting Professional Growth Plan – Form 4 **May be chosen even if Danielson training has not been completed.

Please indicate:
Have you participated in Danielson "Frameworks for Teaching" Training? YES NO

If yes, when did you participate? _____

Please turn in to your supervising administrator as soon as possible.
Deadline is October 12, 2000.

APPENDIX B

REQUEST FOR SABBATICAL LEAVE

Complete two copies and submit to your building principal.
Date of Application_____
Principal's review date_____
Date received by Superintendent_____
Recommendation of Education Development Committee_____
Superintendent's approval or disapproval_____
Notification Date_____

Name:_____

Address:_____

_____

Building presently teaching in_____
Grades and/or subjects taught_____
Number of years as a full time teacher_____
Number of years as a full time teacher in this school district_____
Number of consecutive years taught most recently_____
List your highest degree held and graduate credits beyond the degree and/or in-service credits earned above highest degree or certification:

_____

Are you permanently certified to teach in New York State? Yes No
What year are you eligible to retire according to present state retirement regulations?_____
Do you have a tentative retirement date set? Yes No
If yes, what year?_____

REQUEST FOR SABBATICAL LEAVE

Name of Applicant _____

Answer the following questions as precisely as possible. Use additional paper if necessary.

Term of leave you desire.

From _____ to_____
(month) (year) (month) (year)

A. Reason for wanting the sabbatical leave.

B. What do you intend to do during your leave?

C. What do you expect to gain from this leave?

D. How will this leave benefit your class and/or the school district?

REQUEST FOR SABBATICAL LEAVE

Name of Applicant_____
(This form to be completed by your building principal.)

A. Competence in his or her field.

B. Particular promise of future usefulness to the school and district.

C. Sincere interest and desire to continue a career in the school district.

D. Intellectual maturity.

E. Imaginative or creative-thinking ability.

F. Character.

G. What, if any, difficulty expected in replacing the staff member for the term of leave applied for?

_____
Principal's Signature

APPENDIX C

AVERILL PARK TEACHERS' 1999-2000 SALARY SCHEDULE

STEPS	BA	BA-30	MA	BA-60	MA-30	MA-60
1	31566	32714	33491	34372	35360	36885
2	32374	33523	34300	35182	36170	37694
3	33183	34333	35108	35991	36979	38503
4	33992	35142	35917	36799	37788	39312
5	34802	35951	36726	37608	38597	40120
6	35918	37093	37895	38803	39818	41368
7	37036	38236	39065	39999	41040	42615
8	38758	40005	40873	41848	42931	44559
9	39893	41166	42061	43063	44173	45827
10	41027	42327	43249	44277	45414	47094
11	42162	43488	44436	45490	46654	48362
12	43296	44649	45623	46705	47895	49628
13	44431	45811	46810	47919	49135	50895
14	45565	46972	47998	49132	50375	52163
15	46700	48132	49186	50347	51616	53430
16	48023	49488	50571	51764	52852	54912
17	49162	50653	51764	52983	54310	56184
18	50301	51819	52966	54202	55556	57457
19	51441	52985	54148	55420	56802	58728
20	52626	54199	55389	56710	58118	60072
21	53814	55413	56632	58001	59435	61417
22	54975	56601	57845	59263	60726	62734
23	56137	57789	59060	60526	62014	64049
24	57609	59299	60603	62125	63648	65722
25	58777	60493	61825	63395	64945	67045
26	60027	61742	63136	65333	66095	68817
26+	62801	64566	66000	68260	69043	71844

APPENDIX C

AVERILL PARK TEACHERS' 2000-01 SALARY SCHEDULE

STEPS	BA	BA-30	MA	BA-60	MA-30	MA-60
1	32074	33241	34030	34926	35929	37479
2	32896	34063	34852	35749	36752	38301
3	33718	34886	35674	36571	37574	39123
4	34539	35708	36496	37391	38396	39944
5	35362	36529	37317	38213	39218	40766
6	36497	37690	38505	39428	40459	42034
7	37632	38851	39694	40643	41700	43301
8	39383	40649	41531	42522	43623	45277
9	40535	41829	42738	43756	44884	46565
10	41688	43008	43945	44990	46145	47852
11	42841	44189	45151	46223	47405	49141
12	43993	45368	46357	47457	48666	50427
13	45146	46548	47564	48691	49926	51714
14	46299	47728	48771	49923	51186	53002
15	47452	48907	49978	51157	52447	54290
16	48796	50285	51385	52598	53703	55796
17	49953	51469	52598	53836	55185	57088
18	51111	52653	53819	55075	56450	58382
19	52269	53838	55020	56313	57716	59673
20	53473	55072	56281	57623	59054	61040
21	54680	56305	57543	58935	60392	62406
22	55860	57513	58776	60217	61703	63744
23	57041	58720	60011	61501	63012	65080
24	58537	60254	61579	63125	64672	66780
25	59724	61467	62820	64416	65991	68124
26	60993	62736	64153	66385	67159	69925
26+	64585	66399	67874	70198	71004	73884

APPENDIX C

AVERILL PARK TEACHERS' 2001-02 SALARY SCHEDULE

STEPS	BA	BA-30	MA	BA-60	MA-30	MA-60
1	32781	33974	34780	35696	36722	38305
2	33621	34814	35620	36537	37563	39145
3	34461	35655	36460	37377	38403	39985
4	35301	36495	37300	38216	39243	40825
5	36142	37335	38140	39056	40083	41665
6	37301	38521	39354	40297	41351	42961
7	38462	39708	40569	41539	42620	44256
8	40251	41546	42447	43460	44584	46275
9	41429	42751	43680	44721	45874	47592
10	42607	43956	44914	45982	47162	48907
11	43785	45163	46147	47242	48451	50224
12	44963	46368	47380	48503	49739	51539
13	46142	47575	48612	49764	51027	52854
14	47320	48780	49846	51024	52315	54171
15	48498	49986	51080	52285	53603	55487
16	49872	51394	52518	53757	54887	57026
17	51055	52603	53757	55023	56401	58347
18	52238	53814	55006	56289	57695	59669
19	53421	55025	56233	57554	58989	60989
20	54652	56286	57522	58893	60356	62386
21	55886	57547	58812	60234	61724	63782
22	57091	58781	60072	61544	63064	65149
23	58299	60015	61334	62857	64402	66515
24	59828	61582	62937	64517	66098	68252
25	61040	62822	64205	65836	67446	69627
26	62338	64119	65567	67849	68640	71467
26+	66548	68418	69937	72332	73162	76130

APPENDIX C

AVERILL PARK TEACHERS' 2002-03 SALARY SCHEDULE

STEPS	BA	BA-30	MA	BA-60	MA-30	MA-60
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						
21						
22						
23						
24						
25						
26						
26+						

APPENDIX D

AVERILL PARK TEACHING ASSISTANTS' SALARY SCHEDULE

1999-00 Hourly Rate					2000-01 Hourly Rate			
STEP	6 HRS	30 HRS	BA		STEP	6 HRS	30 HRS	BA
1	9.36	9.62	9.85		1	9.36	9.62	9.85
2	9.97	10.24	10.51		2	9.97	10.24	10.51
3	10.58	10.86	11.16		3	10.58	10.86	11.16
4	11.18	11.49	11.80		4	11.18	11.49	11.80
5	11.91	12.24	12.60		5	11.91	12.24	12.60
6	12.98	13.32	13.71		6	12.98	13.32	13.71
7	14.10	14.45	14.81		7	14.10	14.45	14.81
8	15.30	15.44	16.00		8	15.30	15.44	16.00
9	16.45	16.85	17.20		9	16.45	16.85	17.20
10	17.57	18.03	18.50		10	17.57	18.03	18.50
11	18.45	18.86	19.36		11	18.45	18.86	19.36
12	19.55	19.83	20.35		12	19.55	19.83	20.35
13	20.21	20.64	21.42		13	20.21	20.64	21.42
14	21.09	21.68	22.98		14	21.09	21.68	22.98
15	22.85	23.99	25.50		15	22.85	23.99	25.50
15+	2.64% of previous yrs hourly rate				15+	2.84% of previous yrs hourly rate		

2001-02 Hourly Rate					2002-03 Hourly Rate			
STEP	6 HRS	30 HRS	BA		STEP	6 HRS	30 HRS	BA
1	9.36	9.62	9.85		1			
2	9.97	10.24	10.51		2			
3	10.58	10.86	11.16		3			
4	11.18	11.49	11.80		4			
5	11.91	12.24	12.60		5			
6	12.98	13.32	13.71		6			
7	14.10	14.45	14.81		7			
8	15.30	15.44	16.00		8			
9	16.45	16.85	17.20		9			
10	17.57	18.03	18.50		10			
11	18.45	18.86	19.36		11			
12	19.55	19.83	20.35		12			
13	20.21	20.64	21.42		13			
14	21.09	21.68	22.98		14			
15	22.85	23.99	25.50		15			
15+	3.04% of previous yrs hourly rate				15+			

APPENDIX E

HOLIDAYS AND VACATIONS

Holidays:

Ten (10) month teaching assistants will receive the following holidays with pay if included in their working year:

Columbus Day
Veterans' Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Day
New Year's Day
Martin Luther King Day
Lincoln's or Washington's birthday (whichever is observed by District).
Good Friday
Memorial Day

Vacations:

Ten (10) month teaching assistants will receive 5/6ths of the number of vacation days below and will receive payment by adding the appropriate number of hours to the hours scheduled to work.

Upon completion of:

1st through 4th years	10 days
5th through 9th years	15 days
10th year	16 days
11th year	17 days
12th year	18 days
13th year	19 days
14th year	20 days

APPENDIX F

PAY DATES & SUPPLEMENTAL PAYS

Payroll	99-00	Payroll	00-01	Payroll	01-02	Payroll	02-03
1	07-09-99	1	07-07-00	1	07-06-01	1	07-05-02
2	07-23-99	2	07-21-00	2	07-20-01	2	07-19-02
3	08-06-99	3	08-04-00	3	08-03-01	3	08-02-02
4	08-20-99	4	08-18-00	4	08-17-01	4	08-16-02
5	09-03-99	5	09-01-00	5	08-31-01	5	08-30-02
6	09-17-99	6	09-15-00	6	09-14-01	6	09-13-02
7	10-01-99	7	09-29-00	7	09-28-01	7	09-27-02
8	10-15-99	8	10-13-00	8	10-12-01	8	10-11-02
9	10-29-99	9	10-27-00	9	10-26-01	9	10-25-02
10	11-12-99	10	11-09-00	10	11-09-01	10	11-08-02
Supp.	11-19-99	Supp.	11-17-00	11.	11-21-01	11	11-20-02
11	11-26-99	11	11-24-00	Supp.	11-30-01	Supp.	11-29-02
12	12-10-99	12	12-08-00	12	12-07-01	12	12-06-02
13	12-24-99	13	12-22-00	13	12-21-01	13	12-20-02
14	01-07-00	14	01-05-01	14	01-04-02	14	01-03-03
15	01-21-00	15	01-19-01	15	01-18-02	15	01-17-03
16	02-04-00	16	02-02-01	16	02-01-02	16	01-31-03
17	02-18-00	17	02-16-01	17	02-15-02	17	02-14-03
18	03-03-00	18	03-02-01	18	03-01-02	18	02-28-03
Supp	03-10-00	Supp	03-09-01	19	03-15-02	19	03-14-03
19	03-17-00	19	03-16-01	Supp.	03-22-02	Supp.	03-21-03
20	03-31-00	20	03-30-01	20	03-29-02	20	03-28-03
21	04-14-00	21	04-13-01	21	04-12-02	21	04-11-03
22	04-28-00	22	04-27-01	22	04-26-02	22	04-25-03
23	05-12-00	23	05-11-01	23	05-10-02	23	05-09-03
24	05-26-00	24	05-25-01	24	05-24-02	24	05-23-03
25	06-09-00	25	06-08-01	25	06-07-02	25	06-06-03
26	06-23-00	26	06-22-01	26	06-21-02	26	06-20-03
Supp	06-30-00	Supp	06-29-01	Supp	06-28-02	Supp	06-27-03

APPENDIX G

SENIORITY AND "BUMPING RIGHTS"

The District and the Averill Park Teachers' Association recognize the basic concept of seniority as it applies to bumping rights. New York State legislation defines the basic tenure areas as K-6, 7-12, and Special Subjects K-12. The Commissioner of Education allows districts to conduct experimental programs such as the one presently in effect in the Algonquin Middle School. This program must receive re-approval by the Commissioner every 5 years. Teachers can be assigned to the middle school allowing for exceptions to the basic K-6, 7-12 divisions. This allows teachers with certification 7-12 to be assigned at the 6th grade level and teachers with K-6 certification to be assigned at the 7th and 8th grade levels. These teachers accrue seniority rights both within the 6-8 division and their original certification division of K-6 or 7-12.

Therefore, it will be our practice to apply bumping rights as follows:

1. Elementary Teachers:

Academic teachers accrue seniority rights K-6 on a district wide basis. Special area teachers accrue seniority rights district wide on a K-12 basis in their tenure areas.

2. Algonquin Middle School:

Those academic teachers appointed after August 1, 1975 have seniority rights within their assigned certified subject areas in grades 7-12. Academic teachers appointed prior to August 1, 1975 have seniority rights commensurate with their certification area, either K-6 or 7-12. Algonquin teachers, due to the Commissioner's exemption for the middle school experimental program, can hold either K-6 or 7-12 certification. Their "bumping rights" extend to the certification area which they used to apply for their position when assigned to the middle school.

3. High School Teachers:

High School academic teachers accrue seniority rights 7-12 within their assigned certified subject area, with the exception for the middle school experimental program teachers with 7-12 certification, who may teach 6th grade.

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