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NEGOTIATED AGREEMENT

BETWEEN

MORRIS EDUCATION ASSOCIATION

AND

CHIEF SCHOOL ADMINISTRATOR CENTRAL
SCHOOL DISTRICT NO. 1

MORRIS, NEW YORK

FOR SCHOOL YEARS

JULY 1, 2004 – JUNE 30, 2006

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I. PROCEDURAL ORGANIZATION

Article 1 - RECOGNITION

The Morris School District recognizes the Morris Education Association as the negotiating agent representative of the bargaining unit composed of all teachers, including teaching assistants and the school nurse in the Morris Central School District, except the Superintendent, Administrative Assistants and itinerant substitutes. This recognition shall continue unless successfully challenged according to law.

Article 2 - NEGOTIATION PROCEDURES

- 2.01 Because of the special nature of the public educational process, it is recognized that matters may from time to time arise of vital mutual concern to the parties which have not been fully or adequately negotiated between them. It is in the public interest that the opportunity for mutual discussion and/or negotiation, furnishing necessary information and otherwise constructively necessary information and otherwise constructively considering and resolving any such matters, should be provided.
- 2.02 No later than February 1 of the year this contract terminates, the parties will enter into negotiation for the successor contract. These negotiations shall, be governed by the Taylor Law and the rules of the Public Employment Relations Board. As per U. S. Supreme Court, it is recognized that by once bargaining and agreeing on a permissive subject, parties do not make the subject a mandatory topic of future bargaining.
- 2.03 Neither party in any negotiations shall have any control over the selection of the representatives of the other party and each party may select its representatives from within or outside the school district. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and reach compromises in the course of negotiations.
- 2.04 When consensus is reached covering the areas under negotiations, the tentative agreement shall be reduced to writing and submitted to the Association for ratification. Following approval by a majority of the Association membership, the CSO will take such actions, upon ratification, as are necessary to make it official.
- 2.05 It is agreed by both parties that all negotiable items have been discussed and therefore future discussion of additional items may not be reopened for the duration of the contract unless mutually agreed.
- 2.06 Copies of this agreement shall be printed at the expense of the Board and given to all teachers now employed or hereafter employed within two weeks after its execution (or their employment).

Article 3 - GRIEVANCE PROCEDURE

3.01 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 school, 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 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 courts.

3.02 A grievance is a complaint by any teacher or group of teachers in the negotiating unit against any event or condition affecting their terms and conditions of employment, but not against the pure exercise of a statutory right.

3.03 The sample which appears on page 4 is the grievance form to be used.

3.04 Failure to present a grievance within thirty days after the occurrence of the claimed event or of the aggrieved person's first knowledge of the event shall result in a waiver of all rights involved.

3.05 No person in any way a party to the grievances, whether as the aggrieved party, member of the grievance committee, witness, or any other category, shall be subject to discipline, penalty, harassment, or coercion, or other mistreatment which attempts to penalize for, or discourage from the free exercise of grievance rights under this article.

3.06 Any act, event, or condition which is being questioned under this procedure shall be performed and/or adhered to by the aggrieved party or any other member of the unit until the question has been resolved.

3.07 Days under this grievance procedure shall mean school days, during the school year; and business days during the summer.

3.08 Nothing contained herein shall limit the right of any party to informal discussions on the subjects at issue or informal resolution prior to completion of final stages in this established procedure.

3.09 Stage I

The aggrieved party will first discuss an alleged grievance with the immediate supervisor and attempt to resolve the problem informally.

3.10 Stage II

In the event that resolution is not attained informally, the grievance may be forwarded in writing on the grievance form to the CSO: who shall, within 7 days, hold a hearing with the aggrieved party in regard to the allegation.

Within 4 days after the conclusion of this hearing, the CSO shall render a decision in writing to the aggrieved party.

In cases beyond the authority of the CSO, the aggrieved party may agree to substitute a 7 day waiting period in place of the CSO's hearing for settling effect.

3.11 Stage III

In the event the aggrieved party is not satisfied with the decision rendered at Stage II, he or she may, within 10 days after the receipt of the decision, file a written appeal with the Board of Education.

Within 15 days, the Board of Education shall hold a hearing with the aggrieved party in regard to the alleged grievance.

Within 6 days after the conclusion of this hearing, the Board of Education shall render a decision in writing to the aggrieved party.

3.12 Stage IV

In the event the aggrieved party is not satisfied with the decision rendered at Stage III, a neutral arbitrator acceptable to both parties shall be selected to hear the grievance. If the parties cannot agree on an arbitrator, then the services of the AAA will be sought.

Either side shall be permitted to present and cross-examine witnesses. The usual judicial rules of examination shall be waived.

The arbitration shall be final and binding upon issues arising from interpretation of this agreement only. A record of the complete proceedings and decisions shall be kept in the official records, and a duplicate copy of this record shall be delivered to the grievance committee for Association Files.

The expenses for arbitration will be borne equally by the Association and the Board of Education.

(File in triplicate: 1 - administration, 1 - Association; 1 - aggrieved party)

Name of aggrieved party: _____

Grievance filed against: _____

Nature of circumstances of grievance (including dates and/or places where applicable):

Clauses in agreement (if any) alleged to be violated:

Redress sought:

Disposition of case:

Signed: _____

Date: _____

II. WORKING AGREEMENTS

Article 4 - CONTINUATION OF EMPLOYMENT

- 4.01 Each teacher will be informed in writing by April 1 of the contract year of the CSO's intent to rehire or not rehire. This intent to rehire is not interpreted as a commitment to rehire.

Article 5 - SCHOOL DAY

- 5.01 Supervisory responsibility of most teachers will begin at 8:05 a.m. and continue until 3:00 p.m. at which time teachers may leave for the day. A "flexible shift" (i.e. starting earlier and ending earlier or starting later and ending later) may be utilized if it is mutually consented to by the District and the MEA. Such a change would not result in a greater length work day, and would be a voluntary choice on a yearly or semester basis (as appropriate to the situation). The school nurse will begin her day at 8:05 a.m. and continue until 4:00 p.m. She is responsible to work the last week in June and between three (3) and six (6) weeks during summer programming.

The salary rate will be determined by the Principal and set at a salary per diem rate.

- 5.02 All teachers will be provided an average of 50 minutes of preparation time per day, and no less than 30 minutes per day, plus half an hour duty-free lunch period. Teaching assistants shall be provided an average of 30 minutes free time per day in addition to 30 minutes lunch time. The school nurse will be provided with a 30 minute lunch time with two 15 minute breaks taken at the nurse's discretion during the day.
- 5.03 The District may ascertain if any teachers are interested in a "flexible shift." However, the MEA shall be given the right to attend all meetings at which the material terms of the flexible shift are discussed.
- 5.04 Classroom interruptions should be strongly discouraged and permitted for emergencies only. Teachers will be available by appointment during their preparation periods to assist students or parents. Student guidance conferences shall be scheduled in study hall time whenever possible.
- 5.05 Visitors may see teachers during the school day if the office gives permission. Teachers will make every effort to meet with visitors during free periods and after school when an appointment is requested. A teacher shall not leave a classroom unattended.

- 5.06 All visitors to the school shall first go to the office, state their business, and get permission for their visit. A visitor may visit classes with a student only with the permission of the administration after consultation with the teacher.
- 5.07 Since there are times when professional employees may, when they have no assigned duty, need to leave the school for purposes of business which cannot be taken care of after the school day, it is understood that when such occasions arise teachers may do so provided they notify the administration before leaving the building.
- 5.08 A committee comprised of teachers, school-related personnel, and administrators will meet to examine and discuss possible adjustments to the work day, including modifications in scheduling and/or school day length. This committee will then submit a written report to the respective parties, with the understanding that any recommendations would require the written agreement of the MEA and the District. Every effort will be made to complete this report within the 2002-2003 school year.

The makeup of the committee shall be jointly determined by the Superintendent and the MEA President.

Article 6 - TEACHING ASSIGNMENT

- 6.01 Teachers will be notified of any known changes in their assignments no later than June 1.
- 6.02 A tentative schedule of secondary classes will be available to teachers by June 15. An elementary special subject schedule will be operative by the opening day of school. The planning of a tentative special subject schedule shall involve a committee of special teachers and administrative personnel.
- 6.03 The special subject schedule shall be based on State Education Department recommendations. All special course instruction will be taught by a specialist in the field.
 - a. The time allocated for instruction in the following special subjects will be:
 - i. Art
 - Kindergarten - 6 minutes/day
 - Grades 1-4 - 12 minutes/day
 - Grades 5&6 - 8 minutes/day
 - Grades 7&8 - either 36 minutes/day one semester or 18 minutes/day full academic year

ii. Music

Kindergarten - non required
Grades 1-4 - 12 minutes/day
Grades 5&6 - 8 minutes/day
Grades 7&8 - either 36 minutes/day one semester or 18 minutes/day full
academic year

Times specified are average daily times to be computed over the course of the weekly or cycle schedule.

- b. The district will not be required to implement any new State Education Department recommendation.
- 6.04 Any changes in course of study offerings must be in writing and approved by the administration prior to implementing.
- 6.05 This provision does not apply to homeroom, make-up labs, activity supervision, or voluntary extra class scheduling. Secondary academic teachers (7-12) shall have no more than twenty-eight (28) assigned classes and/or study halls per week; and no more than twenty-six (26) academic assignments per week. This does not preclude additional voluntary assignments made with the employee's consent.
- 6.06 When class size exceeds the recommendations of the State Education Department, every effort will be made to correct this. Suggested remedies by the teachers will be welcomed. Any corrections to be made will be governed by the availability of funds economically possible under the budget approved at the Annual meeting.
- 6.07 Class advisor, homeroom, study hall, etc. assignments shall be made with the intent of equalizing the individual teacher's load.
- 6.08 Teachers will not be assigned the following activities in excess of present arrangement: a. Cafeteria supervision. b. Playground supervision. c. Hall supervision. d. Bathroom supervision.
- 6.09 Extra-Duty Positions
- a. All vacancies in extra-duty positions will be announced to Association members at the proper level before other applicants are sought. This announcement will set forth the description and qualification for the position, including salary.

- b. Such vacancies will be filled by the appointment of the best qualified applicant.
- c. If the qualifications and experience of a member of the bargaining unit are equal to or superior than the other applicants, he shall be appointed. Faculty members failing the appointment may receive written explanation on request.
- d. Teachers filling these positions the previous year shall have full consideration for the following year.

6.10 Summer School and Adult Education Appointments

- a. This article applies to those programs which are primarily the responsibility of the Morris Central School.
- b. Openings in these areas will be announced to Association members as soon as possible.
- c. These positions shall be filled by regularly appointed teachers of this district. Should there be no qualified local applicants, qualified, certified personnel will be given preference.
- d. Appointments will be made taking into account seniority, certification, subject area, and grade level when there is more than one applicant. However, in all cases teachers filling the position the previous year and still holding a regular appointment will have first refusal for the following year, subject to satisfactory performance the previous year.
- e. A local teacher needing to temporarily give up a position for valid purposes such as graduate study will be granted leave of absence without pay not exceeding two teaching terms. Consideration will be given by persons applying for leave to availability of substitutes, with consideration of loss of education program.
- f. A regularly appointed teacher who resigns his position will be considered for reappointment on an equal basis with all candidates.

Article 7 - TEACHER RIGHTS AND RESPONSIBILITIES

- 7.01 Each professional employee of the district shall exercise professional judgment in the manner that educational material is presented. The teacher will refrain from using the school to promote personal views on religion, race, partisan politics, sex bias, or Association/District issues.

- 7.02 Each professional employee shall have the right to actively participate in all aspects of community life, so long as such participation does not adversely affect his/her ability to teach students, or relate professionally. However, the teacher will avoid using his/her identification with the school in all involvements arising from outside activities.
- 7.03 Teachers shall attend staff meetings, in-service training sessions, and serve voluntarily on faculty and other school committees. Such attendance shall be limited to three (3) times per month when such meetings take place after the end of the school day. Notice of the meeting will be given in the week prior, except in the case of emergency.
- 7.04 Teachers will maintain lesson plans and will make them available to supervising personnel upon request. Plans will not have to be turned in on a regular basis by tenured teachers.
- 7.05 Teachers shall assist other teachers by taking part of their responsibilities in emergencies. Emergency assistance shall not extend for more than one-half day.
- 7.06 Teachers shall be on duty during an open house for parents. In the case of a parent appointment evening, teachers who have received no request for that evening need not be present
- 7.07 Teachers shall provide home study assignments and materials for absent pupils.
- 7.08 Teachers shall maintain accurate and complete records of pupil progress which shall be available for review with administrative and supervisory personnel.
- 7.09 Teachers shall help interpret and apply Board and Administrative policies to pupils. The interpretation shall reflect the Board intent of the policy.
- 7.10 The Association will have the right to use school facilities at reasonable times according to present Board policy. The CSO will be notified in advance.
- 7.11 The District will provide a faculty room with adequate lighting, ventilation and work area. Any necessary expenditure to achieve this situation shall not exceed \$500.00.
- 7.12 Teacher Handbook. Prior to making changes in the teacher handbook, the administration will meet with a committee of the MEA to discuss the proposed changes. At that meeting either side may propose changes. Ultimate determination of the content of the teacher handbook will lie with the administration.

Article 8 - YEARLY SCHEDULE

8.01 Calendar

- a. The school calendar shall consist of 180 days plus 4 days for emergencies.
- b. The number of days teachers are to be in attendance is 180. Any emergency unused days above 180 shall be divided equally between spring and Memorial Day vacations, or be incorporated into a special vacation period established by mutual consent of the association and administration.
- c. The school calendar shall be drawn up by the administration with the advice of the association.
- d. The number and dates available for class and club sponsored activities shall be determined tentatively by September 30 by the administration with the cooperation of the student council and the association, from the dates available after the athletic, dramatic and musical programs are scheduled.
- e. The first scheduled day of school in September shall be a Superintendent's Conference Day. As such, this day will qualify as a school day as defined in Article 8, Section 8, 8.01 a.

8.02 When teachers are required to mark mid-years, or perform BEDS day duties, time will be made available during school hours and students shall be sent home. Scheduling of curriculum workshops requiring a substantial amount of time will be scheduled by the administration mutually with the group involved. One half day prior to each of two elementary parent/teacher conferences per year will be provided teachers for conference preparation.

8.03 In the event the state requirement of 180 days is reached prior to or during Regents week, the student day will be shortened to the legal minimum for grades K-6 on such extra days during Regents week. Special classes may be canceled on these days and elementary preparation time provided after student dismissal but prior to 3:00 p.m.

8.04 Should a change in the length of the school calendar become mandated or optional, the district and the association will mutually determine the length of the work year and the appropriate compensation. This provision will be an exception to Article 2.05.

Article 9 - TEACHER EVALUATION

- 9.01 Each teacher shall be evaluated in his/her classroom at least once a year by supervisory personnel unless there is an agreed upon alternative evaluation. A record of the observation/evaluation will be placed in his/her personnel folder.
- 9.02 All monitoring and observation will be conducted openly, with the full knowledge of the teacher. The audio system shall not be used for monitoring classes, homerooms, study halls, etc., without prior notice to the teacher.
- 9.03 A teacher-supervisor conference will be held before the report is placed in the folder. This conference will be held as soon as possible, but not later than seven school days after the observation unless time is mutually extended.
- 9.04 A teacher comment may be filed with the report.
- 9.05 The teacher evaluation folder shall be available to individual teachers as soon as practicable after they are requested and shall not contain any new item which the teacher has not received a copy of. No other evaluation folder shall be kept in the school on the teacher.
- 9.06 All extra-duty positions will be evaluated by the immediate supervisor as much as possible in the same manner prescribed for classroom teachers.
- 9.07 During the second and third years of employment, no teacher will be dismissed without just cause. During the second year, any dismissal or discipline will be based on materials in the file. It is understood that nothing herein limits the district's discretion in granting or denying tenure. However, if a teacher has not been properly evaluated under this article, the improper evaluation may be grieved.
- 9.08 The administration will consult with representatives appointed by the MEA to receive and consider MEA proposals for the establishment of standards to be used in the evaluation of teachers.

III. BENEFITS

Article 10 - SALARY

10.01 Starting teacher salaries shall be:

2004-05: \$31,500
2005-06: \$31,500

10.02 Returning teachers shall receive the following increases:

2004-05 4.2%
2005-06: 4.2%

10.03 Teaching Assistants - Starting Salary

2004-05: \$11,250
2005-06: \$11,250

10.04 Returning school nurse and teaching assistants shall receive the following increases:

2004-05: 4.2%
2005-06: 4.2%

10.05 None of the other general language of Article 10 applies to teaching assistants or the school nurse except as specifically alluded to in Article 10.

10.06 Graduate Hours

Upon satisfactory completion, graduate courses which clearly relate to the field for which the teacher is employed will be paid at a rate of \$50.00 per credit hour on the base salary.

Article 11 - EXTRA DUTY PAY

11.01 Extra Duty Step Schedule

1. Any added sport or activity, or significant changes in an existing activity, will be reviewed by a committee of the BOE and MEA.
2. Years beyond step 5 will receive \$75 per year to a cap of twice the amount of Step 1.
3. A coach or advisor with prior experience will receive credit for 50% of prior experience up to a maximum of 6 years (3 steps) if coaching has been continuous in the same sport.

Choral

The choral director will be paid a fee of \$1,200 for 2004-05 and 2005-06 for duties related to four annual concerts, the spring musical, Awards Night, and Graduation exercises. ^{\$1225}

11.05 Summer Instrumental Program

The required duties shall be a) instrumental lessons provided over a 4 week period for four hours per day, and b) the Otsego County Fair Parade. The salary will be 7% of the teacher's regular salary.

Article 12 - INSURANCE

12.01 The district will pay 100% of the health insurance plan premium for teaching staff and family coverage for 2001-02. Effective July 1, 2002, however, all returning members of this bargaining unit will pay \$100 each year towards health insurance premiums regardless of whether they are enrolled in the individual or the family plan. Effective July 1, 2002 all new members of the bargaining unit hired by the district will pay 3% of the full health insurance premium for the family plan and \$100 for the individual plan. If at a later date a teacher with a single policy switches to a family policy he/she will pay 3% of the cost of the family policy. Effective July 1, 2003, all new members of the bargaining unit hired by the district will pay 5% per year of the full premium if they are enrolled in the family plan and \$100 per year if they are enrolled in the individual plan. If at a later date a teacher with a single policy switches to a family policy he/she will pay 5% of the cost of the family policy.

12.02 Either party may propose the substitution of an equivalent or better plan. This proposal will be given in writing. If so, a committee composed of representatives of the administration and MEA will review the new plan to determine that it is relatively equivalent or better than the current plan. If they find the plan to be relatively equivalent, the Board may implement the new plan.

12.03 If the MEA does not provide representatives for the committee within 30 days of such a request, the Board may implement the new plan.

12.04 Effective July 1, 2004, said health insurance plan shall include a prescription drug plan in which the co-pay shall be \$5 generic drugs, \$10 brand drugs, and \$0 mail order.

12.05

1. To be eligible for retiree health insurance coverage, a bargaining unit member must work a least 10 years as either a full or part-time employee for individual coverage and must work at least 15 years as a full-time employee

for family coverage. The District will provide a single policy at the rate commensurate with the FTE rate of the part-time employee and will allow for the purchase of family coverage at the rate of 100% of the balance of the family plan minus district's contribution toward an individual plan. An example of FTE is understood to mean a pro-rated portion of a full-time position. (i.e. 50% of the time means 50% of the benefit or 60% of the time means 60% of the benefit.)

2. Full-time unit members who retire before reaching 65, requesting health insurance coverage for themselves and eligible family members are required to pay 40% of the cost of that health insurance coverage. The District will contribute the remaining 60% cost of the premium.
3. Full-time members who retire before reaching age 65, requesting health insurance coverage for themselves only are required to pay 20% of the cost of that health insurance coverage. The District will contribute the remaining 80% cost of the premium.
4. Full-time unit members who are retired after age 65, must obtain Medicare, Part B coverage. Medicare Part B will then become primary coverage for that individual. The District will reimburse the retiree and/or spouse 100% of the cost of the Medicare Part B coverage in the form of reduction in the payment to the district. The individual shall submit a copy of their Medicare Part B card as proof that they have obtained this coverage and for reimbursement (in the form of a deduction) by the District.
5. Full-time unit members who retire after 65 requesting health insurance coverage for themselves and eligible family members are required to pay 20% of the cost of that health insurance coverage. The District will contribute the remaining 80% cost of the premium.
6. Full-time retiree unit members whose spouse reaches the age of 65 before the member, the District will continue to pay 60% of the total cost of the coverage until the retiree reaches the age of 65.
7. Upon retirement, the employee must notify the district of their desire for continuous coverage. Unit members who do not notify the District as called for herein shall not be eligible for coverage. Any unit member, who opts not to continue coverage with the District at the time of retirement, may not reenter the district health plan at a later date.

Article 13 - CHAPERONES

13.01 Any faculty member who chaperones an after-school activity will be paid as follows:

Home Basketball Game: \$30

Football Game: \$25
Dance: \$30
Other: \$20

- 13.02 Chaperones will adhere to established procedures for supervising events or activities.
- 13.03 Should it not be possible to obtain voluntary teacher chaperones, the administration, in concert with the association, will establish a committed list of chaperones for the year's events.
- 13.04 Assignments shall be made far enough in advance so individuals may plan accordingly. If a teacher has definite dates on which he or she cannot be available, this should be made known to the principal enough in advance for alternative plans.
- 13.05 Assignments shall not be made for events occurring during vacations.
- 13.06 No teacher will be required to chaperone a senior trip.

Article 14 - DUES DEDUCTION

- 14.01 The Board of Education of the Morris Central School agrees to deduct from the salaries of its employees, dues for the Morris Education Association, the New York State United Teachers, and the American Federation of Teachers, AFL-CIO as said teachers individually and voluntarily authorize the Board to deduct. Teacher authorizations shall be in writing on the form provided. The Board will promptly transmit the monies to the Association.
- 14.02 The associations named in Section 1 shall certify to the Board in writing the annual rate of its membership dues for each association. Any association which shall change the rate of its membership dues shall give the Board 14 days notice prior to the effective date of such change.
- 14.03 Deductions referred to in Section 1 shall be made in the following manner: the total annual membership dues for those designated professional associations, certified as mentioned above, shall be deducted in 15 equal consecutive installments beginning with the first pay period in October. No later than 2 weeks prior to the first scheduled paycheck in October. The Association shall 1) provide the Board with a list of the original signed dues authorizations named in Section 14.01, and 2) forward at the same time to the respective associations, a list of the members and their addresses who have elected payroll deduction for such associations.
- 14.04 Additional authorizations submitted at least 2 weeks prior to any regularly scheduled pay date shall be honored and deductions made for the balance of the

scheduled deduction period. The number of such agencies for which deductions will be made will not exceed 10.

- 14.05 The Board of Education shall, following each pay period from which dues deduction is made, transmit the amount deducted to each organization for which deductions have been made. The first and/or the final transmittal shall be accompanied by a listing of the members for whom deductions have been made and the amount deducted for each. If deductions have been made for only a portion of the deduction period, the listing should show the date of commencement of such deductions.
- 14.06 An employee may withdraw his authorization at any time by written notice received by the Board of Education at least 2 weeks prior to the effective pay period.

Article 15 - LEAVES OF ABSENCE

15.01 Personal Leave

Each faculty member will be given 3 days per school year for personal use at full pay, none of which will be counted as sick leave. The reason for leave need not be stated. Teachers will give 24 hour notice of such leave, except in emergencies, when short notice will be acceptable. No more than 3 teachers shall be out on the same day for this leave. Personal leave shall not be taken immediately prior to or immediately following vacations or holidays, unless approved by the administration.

15.02 Maternity, Parental, and Adoption Leave

- a. A leave without pay of up to two years will be granted teachers for the care and upbringing of preschool age children in their immediate family or prospective adopted family. Without Board approval, however, this leave is not intended to be taken more than once for the same child, nor to be granted more than once to the same faculty member within 4 years (except in cases of pregnancy).
- b. Two months notice must be provided by the teacher for leaves commencing at the beginning of the school year. Six months notice must be provided in all other cases, except pregnancy. The teacher may return to his or her original position or a similar position, unless a position has been abolished which may affect the individual's job.
- c. Any presently teaching employee who becomes disabled from teaching duties as a result of pregnancy may at her discretion elect to substitute all or any part of her accumulated sick leave in lieu thereof and receive full pay and benefits for it.

15.03 Conferences

- a. Leaves for educational conferences appropriate to any of a teacher's assigned duties will be granted subject to administrative approval according to the following conditions:
 1. The MEA will establish and supervise an equitable system which will permit at least one third of the teachers to initially be eligible for a conference leave each year.
 2. If an eligible teacher in any year elects not to attend a conference, then this slot will become available to an otherwise ineligible teacher; if an eligible teacher attends a conference costing less than \$400, then the unexpended funds will be available to an otherwise ineligible teacher.
 3. The District will provide a sum of \$4,500 to cover all leave conference expenses up to a maximum of \$400 per conference.
 4. Any sums not expended up to \$1,500 will be added to the next year's sum and will be reported to the MEA president before September 15 of the next school year. This will be used to provide additional teachers the option of conference attendance beyond those identified in section 15.03a., 1 and 2. Total available conference funds will not exceed \$6,000 per school year.
- b. Teachers shall receive the same salary and benefits for conference leave days as if they were in school.
- c. Teachers attending conferences shall submit a report of the conference to the administration with their voucher claim on a form to be drawn up by the MEA and administration.
- d. Conferences funded by specialized grants or other non-district sources or designated by the administration are excluded from the provisions in 15.03a.

15.04 Sabbatical Leave

Sabbatical leave will be granted in 2004-05, without expenses, to a teacher who has been employed for 7 years in the district and who desires to use the time for graduate level full time study. It may or may not be granted, as a sole prerogative of the Board in cases involving activities other than full time study. Remuneration shall be at a rate of 1/2 pay for a full year's leave or full semester pay for 1/2 year's leave. Leaves will be granted in order of seniority with conflicts resolved by the association. No more than one teacher per year will be granted this leave. This year counts toward an additional salary step. Prior notice by the teacher is required as follows: March 1 for September leave, and September 1

for February leave. A statement of purpose will be presented with the application, which states the following:

- a. General statement of purpose
- b. Detailed description of what is involved
- c. Beginning and ending dates of courses
- d. Location of courses
- e. Account of how sabbatical will benefit school

Future service will be expected of the teacher on a pro-rata basis. The teacher will sign a promissory note, agreeing to repay a proportionate share of the salary equivalent to the amount of time during the one year period following the leave that he or she does not serve.

The opportunity for Sabbatical leave will be considered in the school year 2004-2005. In the school year 2005-06, the District will set aside \$10,000 for staff development. If sabbatical leave is not requested for the year that it is available, \$10,000 will again be set aside for staff development. A committee comprised of faculty, appointed by the MEA, and administration shall oversee the spending of these funds. The committee, with the approval of the MEA President and Superintendent, shall set a rate of pay for approved extra work performed by teachers.

15.05 Sick Leave

- a. Sick leave will be 12 days per school year plus unused personal days, cumulative to 190 days. Sick leave will be granted at the rate of 6 days per semester, and these shall be credited on the first day of each semester.
- b. Sick leave applies to:
 - i. Illness to teacher;
 - ii. Illness or death in the immediate family, which includes husband, wife, mother, father, brother, sister, children, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, and son-in-law not to exceed 5 days per year;
 - iii. A teacher who is absent for more than three days may be required to submit a physician's statement.
- c. Sick leave and other leave may be extended at the discretion of the CSO when length of service is appropriate.
- d. Sick Leave Bank

- i. The purpose of the Sick Leave Bank is to provide for extended sick leave for the teacher who suffers an illness or accident requiring a convalescence thereby exhausting his/her sick leave.
- ii. One sick leave day shall be deducted from the personal sick leave accumulation of each teacher. All calculations based on full time employees, i.e. 1/2 time = 1/2 day.
- iii. One sick leave day shall be deducted from the personal sick leave accumulation of each new teacher upon the commencement of employment.
- iv. When the sick bank accumulation falls below 40, one day will be contributed by each teacher. This additional contribution will only be needed once per school year.
- v. Written requests for utilization of sick bank days by an individual teacher shall be accompanied by a doctor's statement. The request shall be submitted to the superintendent. Approval of the use of sick bank days shall be made by a committee composed of one administrator appointed by the superintendent, one association member appointed by the president of the association, and the MCS school nurse.

The sick bank committee will provide each applicant with a written response to their request. The decisions of the committee shall be final and binding upon all parties with respect to the administration of the sick leave bank.

- vi. Withdrawals will normally be limited to a total of 20 days per person, per school year, however, a teacher may apply to the sick bank committee for an additional 5 days, to a maximum of 25 days per school year. All calculations are based on full time employees, i.e. 1/2 time = 10 days.

15.06 Jury Duty

Teachers will be granted paid leave for jury duty or when called as a witness in a legal action during the school year. Any compensation received for this duty shall be turned over to the Board. There will be no loss of other leave.

15.07 Professional Leave

Leave with continuance of pay, not to exceed 3 days will be granted to teachers who are elected or appointed to positions in professional education associations. This provision does not apply to negotiation workshops.

15.08 Other Leave

- a. Teachers will be granted unpaid leave for a reasonable portion of a school day (determination of a reasonable portion to be based on school schedule) for one school year providing a suitable part-time teacher can be hired (suitability to be determined by administration). This special leave may be extended at the discretion of the chief school administrator.
- b. This leave shall be granted for health and family reasons only. A doctor's statement may be required.
- c. Teachers in areas of instruction which do not permit reasonable divisions of the program such as self-contained classrooms will not be granted this leave.
- d. Teachers granted such leave must attend all faculty meetings and assume the same responsibilities as full-time staff.

15.09 Unpaid Leave

- a. Teachers may not use unpaid leave to extend a vacation or holiday.
- b. Unpaid leave, other than that otherwise provided in the contract will be granted for family, educational, or humanitarian reasons. The Board will require the reason in writing.

15.10 Provisions of Article 15.01 and 15.05 will be pro-rated for any long term substitute hired for less than a full school year.

Article 15.02, 15.03, 15.04, 15.07, 15.08, and 15.09 do not apply to any substitutes.

Article 16 - RETIREMENT PLAN

Bargaining unit members must work at least 15 years as a full-time employee for the District prior to retirement to be eligible for the retirement benefits provided for herein.

16.01 A teacher will be granted a sum of money as outlined below as a retirement benefit on the following conditions:

- a. If the teacher submits the following statement: "I hereby resign my position as a teacher in the Morris Central School District to the Superintendent by 4:00 p.m., February 1 of the same year of planned retirement effective June 30, ." and
- b. The teacher is in his/her first year of eligibility for a non-diminished retirement, prior to September 1.

16.02 If the teacher is retiring in his/her first year of eligibility for a non-diminished retirement, he/she will receive \$6,500 plus \$35 for each unused sick day at retirement for a total sum not to exceed \$13,150.

16.03 If the teacher is retiring after his/her first year of eligibility for a non-diminished retirement he/she will receive \$35 for each unused sick day at retirement, for a total sum not to exceed \$6,650.

16.04 This lump sum payment is to be paid to the teacher on the September 1st of the next budget year immediately following the date of filing the notice of resignation with the District Superintendent.

IV. GENERAL GUIDELINES

Article 17 - Curriculum Changes

The CSO will present his proposals for changes in the curriculum program to the faculty collectively, or to those individuals directly concerned, for the purpose of gaining faculty input prior to making recommendations to the Board or implementing changes. The intent of this provision is to provide an opportunity for the professional staff to offer its expertise in a cooperative atmosphere, when major changes in the curriculum program are being considered.

Article 18 - DISCIPLINE

18.01 Should an administrator feel that a teacher needs guidance in dealing with discipline problems, he may make his instructions known only in private. An administrator will not reprimand a teacher before a group or an individual student. The teacher may have an association representative present if he wishes.

18.02 In matters of a serious nature a teacher may exclude from that teacher's class, with the approval of the administrator, a student who makes it impossible to maintain the necessary educational climate as defined by the teacher.

18.03 Teachers and administrative personnel will cooperate in enforcement of the student code of conduct.

Article 19 - STUDENT RECORD AND DATA

All available data which reflects on the educational progress, emotional development or social conduct of a student from every available source should be available to his teacher upon request.

This information is confidential and may be revealed only to the student, his or her parents, or legal guardian under supervision of the guidance counselor. These records may be examined and used as necessary by the teacher with the knowledge of the counselor or the administration.

Teachers and administrative personnel will cooperate in enforcement of the student code of conduct.

Article 20 - ORIENTATION OF NEW TEACHERS

Time shall be provided on the orientation day before the opening of school for the association to review the agreement with new faculty members. BOCES employees will be oriented at a mutually agreed time.

Article 21 - SUBSTITUTE TEACHERS

When a teacher is aware of impending leave, he may recommend a substitute to the administration.

Article 22 - TEACHER RECRUITMENT

22.01 Only professional, qualified candidates will be considered for hiring.

22.02 The association may interview all candidates before a position is filled.

22.03 The procedure outlined in Section 22.02 will apply to all professional positions and all long term substitutes such as for sabbatical and maternity leaves.

Article 23 - TEACHING ASSISTANTS/SCHOOL NURSE

23.01 Teacher Assistants and the school nurse are recognized to be a part of the teachers bargaining unit and are represented by the Morris Education Association.

23.02 Teacher Assistants and the school nurse are covered by the general contract for the teachers between the District and Association with the following exceptions:

Exceptions:

Article 5.02 No preparation time will be provided.

Article 6.02 Tentative schedules

Article 6.03 Special subject schedules

Article 6.04 Course offering changes

Article 6.05 Jr-Sr High assignments
Article 6.06 Class size
Article 6.07 Equalizing load
Article 6.08 Non teaching duties
Article 10.03 Graduate hours
Article 15.04 Sabbatical leave
Article 16 Retirement Plan

23.03 Teaching assistants and the school nurse will be paid \$20 for each unused sick day at retirement.

Article 24 - MAINSTREAMING OF HANDICAPPED STUDENTS

24.01 Definition of Mainstreaming

For purpose of this contract, the term mainstreaming means providing the most appropriate education for severely handicapped children in the least restrictive setting. This includes situations that the District has termed "integration" of severely handicapped students into the normal classroom setting.

24.02 When a severely handicapped child situation arises, the District agrees to provide in-service education for the affected teacher(s).

24.03 Teacher(s) who may receive a mainstreamed severely handicapped child in his/her classroom shall be included in all Committee on Special Education meetings dealing with the placement or contemplated placement of the severely handicapped student. Said teacher shall be a voting member of the CSE for all of said meetings.

Article 25 - EFFECTIVE DATES OF AGREEMENT

25.01 The period of this contract shall be effective from July 1, 2004 to June 30, 2006.

25.02 Implemented terms and conditions of employment provided in this agreement shall remain in effect until altered by mutual agreement in writing between the parties.

V. JURISDICTION OF AGREEMENT

Article 26 - AGREEMENT/BOARD POLICY

This agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this agreement shall be incorporated into and be considered part of the established policies of the Board.

Article 27 - BOARD AUTHORITY

27.01 Parties recognize the Board of Education as the legally constituted body responsible for the determination of policies covering all aspects of a public school system. As delineated under New York State Education Law sec 1709, the Board cannot reduce, negotiate, or delegate its legally assigned duties.

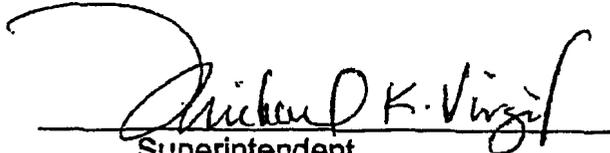
27.02 As per section 204-a of the Taylor Law, it is agreed by the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

Article 28 - FORCE OF LAW

If any provision of this 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 valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. Any such provision shall be solved by mutual agreement of Administration/Association.

VI. SIGNATURE PAGE

MORRIS CENTRAL SCHOOL DISTRICT

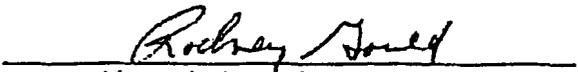


Superintendent

MORRIS EDUCATION ASSOCIATION



President, MEA



Negotiations Chairman

Dated: 8/23/04

CK/nal cwa 1141

CK/nal cwa 1141

ANNUAL PROFESSIONAL PERFORMANCE REVIEW PLAN

RATIONALE

The State Education Department has required each school district and BOCES to adopt a plan for the annual evaluation of its staff members providing instructional or non-instructional services. Commissioner's Regulation 100.2 (o) mandates the following criteria: Content Knowledge, Preparation, Instructional Delivery, Classroom Management, Student Development, Student Assessment, Collaboration and Reflective and Responsive Practice. The classroom observation is part of the APPR evaluation process.

Furthermore, the District's Mission Statement states, "The staff, students and community of the Morris Central School District will provide a learning atmosphere in which education is valued by all and through which all students will acquire self-respect and respect others. The students will also develop the skills and knowledge necessary for the future employment and effective citizenship in America and the world. Learning is a life-long, independent and cooperative endeavor."

The purpose of The District's annual performance review is to satisfy the Regulation 100.2 (o) and blend its provisions with the intent of the District's Mission Statement, with the focus being on the improvement of student learning and achievement by improving professional staff performance. The instrument for evaluation has been developed in collaboration with the administration and the Morris Educational Association, reviewed by the District Shared Decision Making Team, and approved by the Board of Education.

Morris Central School addresses the performance of its professional staff by reinforcing positive strategies and assisting the individual staff member in improving his/her performance in identifiable areas. Not all eight criteria, outlined in paragraph one, will necessarily be evaluated on an annual basis. However, it is intended that all criteria will be evaluated within a three year period. Pupil services personnel will be evaluated on a yearly basis using the eight criteria and a narrative format. Instructional staff, in need of improvement determined by the evaluation process, will develop a plan for improvement in collaboration with administration. This improvement plan will include strategies for improvement, a timeline for completion, and an outline of the criteria to measure successful completion of the improvement plan.

Effective evaluation must be a collaborative effort which requires communication and commitment on the part of all staff involved in the process. The evaluation process is the basis for mutual discussion, focusing on continuous professional growth and development of the staff member as it relates to improved student learning and achievement. Opportunity exists for self-reflection and for growth of each member of the District's professional staff. Opportunity also exists for tenured staff to chose an alternate method of evaluation which encourages professional growth. Such methods may include, but are not limited to, videotape assessment, self- review, peer review or portfolio review. Each of these options must be reviewed and approved by administration. Tenured staff must be evaluated using the standard evaluation document every three years.

The Morris APPR Plan provides a structured approach to the professional performance review process. All criteria in the Commissioner's regulation are addressed in a clear straight-forward document. The intent of the District's plan is to create a constructive dialog between each staff member and administration as we align curriculum, assessment, and instructional practice for the purpose of increased student success.

The following will appear on all of the review forms:

Definitions of Rating Scale:

Observed = Met Expectations - evidence provided of consistent achievement

Not Observed = Need Improvement - little or no evidence of achievement

N/A = Not Applicable to subject matter or lesson format

ADMINISTRATION OF PLAN

1. Each teacher shall be evaluated in his/her classroom at least once a year by supervisory personnel, and a record of the observation will be placed in his/her folder.
2. All monitoring and observation will be conducted openly, with the full knowledge of the teacher. The audio system shall not be used for monitoring classes, homerooms, study halls, etc., without prior notice to the teacher.
3. A teacher-supervisor conference will be held before the report is placed in the folder. This conference will be held as soon as possible, but not later than seven school days after the observation unless time is mutually extended.
4. A teacher comment may be filed with the report.
5. The teacher evaluation folder shall be available to individual teachers as soon as practical after it is requested and shall not contain any new item of which the teacher has not received a copy. No other evaluation folder on the teacher shall be kept in the school.
6. For both non-tenured and tenured staff, areas which indicate a need for improvement will be a focus of subsequent observations.
7. The Lesson Reflection Sheet will not be used for evaluative purposes. A narrative may be substituted for this form.

ANNUAL PROFESSIONAL PERFORMANCE REVIEW

TEACHER _____
 DATE _____ SUBJECT/GRADE _____

1. CONTENT KNOWLEDGE

Teaching Standard: The teacher shall demonstrate a thorough knowledge of the subject matter that is accurate, up-to-date, and in alignment with New York State Learning Standards.

	<u>Observed</u>	<u>Not Observed</u>	<u>N/A</u>
1.1 Presents accurate information recognizing multiple points of view from a bias free perspective.	_____	_____	_____
1.2 Demonstrates a working knowledge of the program of studies.	_____	_____	_____
1.3 Demonstrates and uses examples to illustrate what students are to learn.	_____	_____	_____
1.4 Shows ability to channel knowledge into many related areas of meaningful learning.	_____	_____	_____
1.5 Able to link content information to real life experiences.	_____	_____	_____

Comments:

2. PREPARATION

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

	<u>Observed</u>	<u>Not Observed</u>	<u>N/A</u>
2.1 Creates, selects, and adapts materials and equipment to accommodate students' differences.	_____	_____	_____
2.2 Formulates an instructional plan that matches/aligns objectives, learning strategies, assessments.	_____	_____	_____
2.3 Establishes definite instructional objectives with sequential steps for their attainment.	_____	_____	_____
2.4 Provides students with the opportunity to practice behaviors stated in the objectives.	_____	_____	_____
2.5 Has well defined long term goals.	_____	_____	_____

Comments:

3. INSTRUCTIONAL DELIVERY

Teaching Standard: The teacher's delivery of instruction is aligned with curriculum and assessment and results in student learning.

	<u>Observed</u>	<u>Not Observed</u>	<u>N/A</u>
3.1 Uses a variety of teaching techniques and/or outside resources which encourage students to meet curricular objectives.	_____	_____	_____
3.2 Accommodates differences in learning styles.	_____	_____	_____
3.3 Focuses student attention on the lesson by assessing students' prior knowledge and adapting instructional strategies.	_____	_____	_____
3.4 Communicates to the students what they will be able to do by the end of the lesson and why it is important.	_____	_____	_____
3.5 Presents the lesson or instructional activity using concepts and language understandable to students.	_____	_____	_____
3.6 Uses a variety of strategies to keep students on task and attentive, matching strategies to individual and group needs.	_____	_____	_____
3.7 Uses a closure or debriefing activity.	_____	_____	_____

Comments:

4. CLASSROOM MANAGEMENT

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

	<u>Observed</u>	<u>Not Observed</u>	<u>N/A</u>
4.1 Maintains a high level of student time-on-task.	_____	_____	_____
4.2 Establishes classroom rules and routines that create a social and emotional climate conducive to learning.	_____	_____	_____
4.3 Communicates and enforces clear behavioral and learning expectations.	_____	_____	_____
4.4 Frequently monitors the behavior of all students during the different types of	_____	_____	_____

	activities.	_____	_____	_____
4.5	Creates high expectations for students and demonstrates enthusiasm for teaching and learning.	_____	_____	_____
4.6	Makes students accountable for their own learning.	_____	_____	_____
4.7	Resolves classroom discipline problems and refers appropriate discipline problems in accordance with school policies.	_____	_____	_____

Comments:

5. STUDENT DEVELOPMENT

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

		<u>Observed</u>	<u>Not Observed</u>	<u>N/A</u>
5.1	Instruction is developmentally appropriate, challenging, and accurately paced.	_____	_____	_____
5.2	Recognizes students' diverse developmental levels.	_____	_____	_____
5.3	Adjusts instruction to accommodate students' needs and abilities.	_____	_____	_____
5.4	Varies student grouping to meet learners' needs.	_____	_____	_____

Comments:

6. STUDENT ASSESSMENT

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

		<u>Observed</u>	<u>Not Observed</u>	<u>N/A</u>
6.1	Uses diagnostic information obtained from tests and other assessment procedures.	_____	_____	_____
6.2	Frequently checks for student understanding during the lesson and provides examples of exemplary student work.	_____	_____	_____
6.3	Uses a variety of appropriate assessments	_____	_____	_____

	to match students' needs.	_____	_____	_____
6.4	Students and parents are aware of assessment techniques and objectives.	_____	_____	_____
6.5	Communicates results to students on a timely basis.	_____	_____	_____

Comments:

7. COLLABORATIVE RELATIONSHIPS

Teaching Standard: The teacher shall demonstrate that he or she develops collaborative relationships with students, parents, or caregivers, as needed, and appropriate support personnel to meet the learning needs of students.

		<u>Observed</u>	<u>Not Observed</u>	<u>N/A</u>
7.1	Supports organizational goals and follows policies and procedures.	_____	_____	_____
7.2	Seeks opportunities to develop cooperative partnerships with the parents/guardians of students in support of student learning and well being.	_____	_____	_____
7.3	Identifies and uses the appropriate school personnel and community resources.	_____	_____	_____
7.4	Collaborates effectively with other school personnel regarding students with needs.	_____	_____	_____
7.5	Students are frequently made aware of academic progress.	_____	_____	_____

Comments:

8. REFLECTIVE AND RESPONSIVE PRACTICES

Teaching Standards: The teacher shall demonstrate that practice is reviewed, effectively assessed, and appropriate adjustments are made on a continuing basis.

Comments:

EVALUATOR'S SIGNATURE _____ DATE _____

TEACHER'S SIGNATURE _____ DATE _____

I certify that I have received a copy of this evaluation. My signature does not signify concurrence with its contents.

TEACHER'S COMMENTS:

**ANNUAL PROFESSIONAL PERFORMANCE REVIEW
TEACHING ASSISTANT**

Name _____ Date _____

Class _____ Administrator _____

1.	<u>CONTENT KNOWLEDGE</u>	<u>Obs.</u>	<u>Not Obs.</u>	<u>N/A</u>
1.1	Displays current and accurate knowledge of the subject matter.	---	---	---
1.2	Discusses subject matter with teacher to further understanding.	---	---	---

Comments:

2.	<u>PREPARATION</u>	<u>Obs.</u>	<u>Not Obs.</u>	<u>N/A</u>
2.1	Assists teacher with student motivation, interest and real life application.	---	---	---
2.2	Identifies learning styles and needs of students.	---	---	---

Comments:

3.	<u>STUDENT DEVELOPMENT</u>	<u>Obs.</u>	<u>Not Obs.</u>	<u>N/A</u>
3.1	Employs classroom management techniques to meet needs of students.	---	---	---
3.2	Implements teacher directed instructional support.	---	---	---

Comments:

4.	<u>STUDENT ASSESSMENT</u>	<u>Obs.</u>	<u>Not Obs.</u>	<u>N/A</u>
4.1	Discusses assessment measures in advance with classroom teacher.	---	---	---
4.2	Previews assessment results to assist in planning instruction.	---	---	---

Comments:

5. COLLABORATIVE RELATIONSHIPS

	<u>Obs.</u>	<u>Not Obs.</u>	<u>N/A</u>
5.1 Supports organizational goals and follows policies and procedures.	---	---	---
5.2 Is sensitive to student needs and offers appropriate encouragement.	---	---	---
5.3 Collaborates with others.	---	---	---
5.4 Maintains regular communication with classroom teacher.	---	---	---
5.5 Follows directives of classroom teacher.	---	---	---
5.6 Listens carefully to whole group instruction in order to reinforce instruction and lesson objectives.	---	---	---

Comments:

6. INSTRUCTIONAL DELIVERY

	<u>Obs.</u>	<u>Not Obs.</u>	<u>N/A</u>
6.1 Use instructional techniques appropriate to material and level of students.	---	---	---
6.2 Supervises student practice.	---	---	---

Comments

7. CLASSROOM MANAGEMENT

	<u>Obs.</u>	<u>Not Obs.</u>	<u>N/A</u>
7.1 Reinforces standards of student behavior.	---	---	---
7.2 Addresses discipline problems in a respectful, efficient and effective manner consistent with the practices established by the classroom teacher.	---	---	---

Comments:

8. SUMMARY OF POST OBSERVATION REFLECTION

The teacher assistant shall demonstrate that practice is reviewed, effectively assessed and appropriated adjustments are made on a continuing basis.

Comments:

Evaluator

Date

I certify that I have received a copy of this evaluation. My signature does not signify concurrence with its contents.

Teacher Assistant Signature

Date

PLEASE SIGN BOTH COPIES AND RETURN ONE COPY TO THE OFFICE.

MORRIS CENTRAL SCHOOL

Tenure Pre-Observation Form

TO:

FROM: Mike Virgil, Superintendent

I would like to observe you teaching during the week of _____
_____. Please fill out the following information below and
return it to my office before the above dates. Keep your post observation reflection
sheet (p.2) for discussion at the post-conference.

Please give an overview of this week's objectives.

How will you accomplish your objectives?

What assessment(s) will you use to monitor if your objectives were met?

Is there anything specific to which you want me to pay particular attention during the
lesson? (Example: wait time, questioning technique, class involvement, etc.)

MORRIS CENTRAL SCHOOL

Non-Tenure Pre-Observation Form

TO:
FROM: Mike Virgil, Superintendent

I would like to observe you teaching on _____. Please fill out the following information below and return it to my office as soon as possible. Keep your post observation reflection sheet (p.2) for discussion at the post-conference.

Please schedule a pre-observation conference with Mrs. Dugan prior to the above date.

Time of observation _____ Class being observed _____

Please list your teaching objectives for this lesson.

How will you accomplish your objectives?

What assessment(s) will you use to monitor if your objectives were met?

Is there anything specific to which you want me to pay particular attention during the lesson? (Example: wait time, questioning technique, class involvement, etc.)

(2)

POST OBSERVATION REFLECTION SHEET

The Reflection Sheet will be completed by the teacher following each formal observation and taken to the post-observation conference. This form may be used by the administrator/supervisor as a guideline for discussion and will not be included in the formal evaluation document.

Teacher _____ Grade/Subject _____

Date _____ Administrator _____

8.1 As I reflect on the lesson, to what extent were the students productively engaged in the work? How do I know?

8.2 How did the lesson allow for students to engage in activities and learning situations that were consistent with the New York State Learning Standards?

8.3 What feedback did I receive from students indicating that they achieved understanding and that the goal/objectives were met for this lesson?

8.4 Did I adjust my goals or work as I taught the lesson? Why? How?

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

8.6 If there was one thing from this lesson that I could share with a colleague, it would be.

Appendix A

Growth Plan Options:

1. Independent Project - Teacher selects an area of study to research and apply to his/her program.
Requirements:
 - Written proposal outlining what will be studied, how it will be implemented and how its success will be measured.
 - Approval by an administrator.

2. Videotape - Teacher will arrange to videotape 2 lessons per year.
Requirements:
 - Written lesson plans will be submitted for each videotaped session.
 - Critical analysis narrative completed by colleague or self describing the strengths and weaknesses of the lesson(s).
 - Approval by an administrator.

3. Self-Review - Teacher will complete 2 self-review forms (to be developed) during the school year.
Requirements:
 - Reviews must be completed by the end of each semester at least three months apart.
 - Approval by an administrator.

4. Peer Review - Teacher will arrange for 2 different colleagues to fill out peer-review forms (to be developed) by June 1 of the current school year.
Requirements:
 - Reviews must be at least 3 months apart.
 - Approval by an administrator.

5. Portfolio Review - Teacher will collect 5-10 examples of successful teaching strategies, activities, and assessment tools he/she has implemented within the past 3 years.
Requirements:

- Captions linking the examples to the NYS Learning Standard must be included in the portfolio.
- Approval by an administrator.

Self-evaluation

Teachers who select self-evaluation must choose two categories from the district APPR document. These categories include: content knowledge, preparation, instructional delivery, classroom management, student development, student assessment, and collaborative relationships. The teacher will then choose at least three specific goals with-in each category to work on throughout the year. A pre-conference with the assigned administrator will be scheduled to discuss the goals. This conference must take place before January 1st of the school year.

No later than May 1st, the teacher will submit a reflective essay describing how the goals were accomplished. The essay should include what resources were utilized, what strategies were used, and what evidence exists that goals were reached. Goals that were not reached to the teacher's satisfaction and the possible reasons for not reaching them should also be included.

Please submit the form below during the pre-conference:

Teacher's Name _____

Grade level or subject area _____

Date _____

Category I _____

Goal 1. _____

Goal 2. _____

Goal 3. _____

Category II _____

Goal 1: _____

Goal 2. _____

Goal 3. _____

The signatures below indicate that the goals for self-assessment have been submitted and a pre-conference was held.

Teacher's signature _____ date

Administrator's signature _____ date

The signatures below indicate that the final evaluation essay has been submitted and a post conference was held.

Administrator's comments:

_____ Final Evaluation submitted _____ Date

Teacher's signature _____ date

Administrator's signature _____ date

PEER EVALUATION

Teachers who have chosen Peer Evaluation must select a colleague who is employed by Morris Central School, and is a certified teacher, to conduct the evaluation. The peer evaluator must observe a complete lesson. This means a full period for secondary and a minimum of 30 minutes for elementary. It is then the responsibility of the evaluator to fill out the form below and discuss it with the teacher who is being evaluated in a post observation conference. This form, along with the lesson plan, should be submitted to the assigned administrator. The administrator will then meet with the evaluated teacher for a brief follow-up conference.

Specific dates for peer evaluation will be mutually agreed upon by the teacher, evaluator and administrator. All peer evaluations must be completed by May 1st.

Teacher _____

Subject or grade
level _____

Date of Observation _____
Period or time _____

Name of peer
evaluator _____

Please list three strengths that you observed during the lesson indicated above.

1.

2.

3.

Please make two suggestions that you believe would enhance instruction for the lesson above.

1.

2.

teacher's signature

date

peer evaluator's signature

date

Administrator's comments:

_____ satisfactory

_____ unsatisfactory

administrator's signature

date

PORTFOLIO EVALUATION

Teacher's name _____

School year _____

Subject or grade _____

The portfolio should include, but is not limited to the following documents:

1. Copies of three (3) contrasting lesson plans which address three (3) different Learning Standards
2. A description of the behavior management plan which you utilize in your classroom
3. A list of conferences, workshops, curriculum development work, and professional reading which you have completed during the school year
4. Three samples of outstanding student work which reflects the results of your instruction
5. A brief description of how you develop collaborative relationships with students, parents, and colleagues – this could include copies of letters to parents, class newsletters, memos or other correspondence to fellow staff members or administration.

Date submitted: _____ satisfactory _____ unsatisfactory _____

Administrator's comments:

administrator's signature date

The portfolio evaluation should be submitted no later than May 15th.

MEMORANDUM OF AGREEMENT

Between the

MORRIS EDUCATION ASSOCIATION (hereinafter association)

And the

MORRIS CENTRAL SCHOOL DISTRICT (hereinafter district)

HEALTH INSURANCE BENEFITS FOR PART-TIME UNIT MEMBERS

1. Members of this bargaining unit who are employed at less than a full time basis (1.0 FTE) will be allowed enrollment in the individual health insurance plan at a rate commensurate with the FTE rate of their employment. (i.e. an employee who works 60% of the school day shall be eligible to participate in the individual plan with the individual paying 40% of the premium and the district paying 60% of the premium). If an employee chooses to participate in the family plan, the district will allow such participation with the understanding that they also will pay the rate of 100% of the balance of the family plan minus the district's contribution toward an individual plan (i.e. an employee who works 60% of the school day shall pay 40% of the individual policy plus the balance of the premium of the family plan).

Robert Moskos

Robert Moskos, MEA President

10/24/02
Date

Michael K. Virgil

Michael K. Virgil, Superintendent

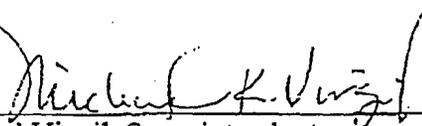
10/24/02
Date

**MEMORANDUM OF AGREEMENT CASEBP DENTAL
INSURANCE PAYROLL DEDUCTION RIGHTS**

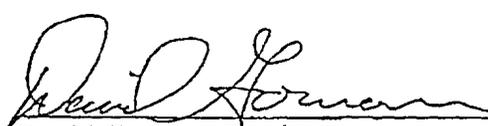
THIS Agreement sets forth the understandings between the Morris Central School District (hereinafter "District") and the Morris Education Association (hereinafter "Association") as follows:

1. That the district hereby agrees to grant payroll deduction to members of the association to pay 100% of the individual or family premiums for participation in the CASEBP Dental Insurance program, effective with the execution of this agreement and
2. That each participant in this Dental Insurance Plan shall be responsible for 100% of all costs and premium, with no financial liability to the district and
3. That the district shall be held harmless as a result of the implementation of this plan in all respects, and
4. That the district shall further be held harmless in any future proceedings respecting changes to the benefit levels or claims of this plan by CASEBP or its agents whatsoever by the association, its agents, participants and members, and that the association shall indemnify the district against any such proceedings now and in the future, and
5. Participation in this program shall be in any and all part, voluntary on the part of each unit member.

IN WITNESS WHEREOF, the parties have signed this Memorandum of Agreement on the 22nd day of ~~November~~ December 2003.



Michael Virgil, Superintendent
Morris Central School District



David Gorman, President
Morris Education Association