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AGREEMENT

BETWEEN THE SUPERINTENDENT

WHEATLAND-CHILI CENTRAL SCHOOL DISTRICT

AND THE

**WHEATLAND-CHILI
ADMINISTRATORS ASSOCIATION**

2007-2009



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Article I - Recognition

The Wheatland-Chili Central School District hereinafter called the "District," having determined that the Wheatland-Chili Administrators Association, hereinafter called the "Association," is supported by a majority of administrators in a unit composed of all professional, regularly employed, full time (ten, eleven, and twelve month) certified administrative personnel, except the Superintendent, has recognized the Wheatland-Chili Administrators Association as the exclusive negotiating agent within the terms of the law for the administrators in such unit, and will grant unchallenged representation to it for the maximum period permitted by law.

Article II - No-Strike

Pursuant to the provisions of Subdivision 3(b) of Section 207 of the Civil Service Law, known as the "Public Employees" Fair Employment Act," the Wheatland-Chili Administrators Association does hereby affirm that:

1. It does not assert the right to strike against any government, to assist or participate in any such strike, or to impose an obligation to conduct, assist, or participate in such a strike.
2. This affirmation has been duly authorized by the Board of the Wheatland-Chili Administrators Association.

Any or all newly created or substantially altered administrators' positions with similar community of interests shall be included in this recognition.

Article III - Duration of Agreement

The term of this agreement by and between the District and the Association shall commence on July 1, 2007 and end on June 30, 2009.

Article IV -Negotiation Procedures

- A. **Further Negotiations.** It is contemplated that terms and conditions of employment provided through this agreement shall remain in effect until altered by mutual agreement in writing between the parties. The parties shall cooperate in meeting to discuss matters that may from time to time arise that are of vital mutual concern to the parties and which may not have been fully or adequately negotiated between them.
- B. **Facts and Views.** All reports and announcements emanating from the negotiations which may be issued to parties outside of the Association and the District shall be issued only after consultation by both parties.
- C. **Proposals.** It is agreed that the District and the Association shall simultaneously exchange proposals at a mutually agreed upon time.

ARTICLE V - FAIR DISMISSAL

A. No unit member shall be dismissed or disciplined except for just cause as provided in this Article.

B. Unit members with more than two years and one day service.

1. If the District is considering the dismissal of the unit member for reasons of professional performance, the unit member, Association representative designated by the unit member, and superintendent or designee shall meet to discuss improving the unit member's performance in order to continue employment. The unit member shall be provided no less than 80 days to improve that performance.
2. If the District is considering the dismissal of the unit member for reasons other than professional performance, the unit member, Association representative designated by the unit member, and superintendent or designee shall meet to discuss the reasons for considering dismissal. This meeting will take place at least seven (7) days prior to the superintendent's recommendation.
3. Following the actions in "B.1." or "B.2." and if the superintendent determines that a recommendation of dismissal is appropriate, the unit member shall be notified of the specific reasons for the recommendation of dismissal, with a copy to the Association President. Within ten (10) days of receipt of this recommendation, the unit member may request submission to arbitration pursuant to Article XV, Stage 3, herein; provided that the reasons for denial of tenure at the completion of the probationary term shall not be subject to arbitration.
4. This procedure is the sole and exclusive method for the discipline or dismissal of such unit members.

C. Unit members with less than two years and one day service.

1. In the event that the superintendent recommends to the Board dismissal of such unit members, the unit member may, within ten (10) school days of receipt of the recommendation, request a hearing before the Board by delivery of a written request for hearing to the Clerk of the Board. The hearing will be held in executive session within ten (10) school days of the unit member's request or the Board may designate one or two members to hear the matter. Within five (5) school days of the hearing, the Board will render its written decision, and may dismiss or retain the unit member or impose a lesser penalty. The Board's decision is not subject to Article XV, Stage 3, herein. This procedure shall be in lieu of Section 3031 of the Education Law.

D. Any suspension pending arbitration will be with pay unless otherwise permitted under Education Law.

Article VI - Confidentiality of Personnel Discussions

A. Every effort shall be made to insure that all discussions of the conduct, performance, and/or employment status of unit members engaged in by the superintendent and the Board of Education shall be conducted in a private and confidential manner and shall not be conducted in such a manner as to unjustly damage the professional standing of any unit member.

- B. Prior to the superintendent formally discussing with the Board of Education the conduct or performance of a unit member wherein action is desired, the superintendent shall so notify the unit member and assure that the unit member has an opportunity to present appropriate information to the superintendent for review.
- C. In the event the superintendent decides, after the above review, to formally discuss with the Board of Education the conduct or performance of a unit member, or if a Board member initiates such discussion without administrative action, the unit member shall be advised of such meeting and allowed to attend such meeting for the purpose of presenting to the Board of Education appropriate information prior to the Board's taking action.
- D. Discussions regarding the conduct, performance, and/or employment status of unit members shall be treated in a confidential manner and shall be conducted by the superintendent and/or elected members of the Board of Education.
- E. It is the intent of the parties that matters relating to the conduct, performance, and/or employment status of unit members shall not be discussed in the presence of any member of the student body of the Wheatland-Chili Central School District. This is to include any members of the student body who serve by appointment or by election as student representatives to the Board of Education.

Article VII - Seniority

- A. Seniority shall be computed from the most recent date of hire in the District in a position contained within the definition of the Unit (Article I).
- B. Seniority shall accumulate only while the administrator is a member of the bargaining unit. Seniority shall not be allowed to accumulate while a unit member is on an unpaid leave of absence. Unit members shall have their seniority frozen while on unpaid leave.
- C. Seniority shall be broken for any of the following:
 - 1. Discharge
 - 2. Resignation
 - 3. Failure to return from leave of absence
 - 4. At the expiration of seven(7) years from date of layoff

Article VIII - Effect on Future Changes

Before the Board adopts a change in policy which affects wages, hours, or any other condition of employment which is not covered by the terms of this agreement and which has not been proposed by the Association, the Board will notify the Association in writing that it is considering such a change. The Association president shall meet with the superintendent for the purpose of fully discussing and understanding such changes and resolving any differences. Should any differences remain, the Association shall have the right to meet with the Board to resolve these differences, provided a request is made within ten(10) school days after the meeting with the superintendent. When the differences are resolved, the Board and the Association agree to assist in the implementation of the change.

Article IX - Health, Life, and Dental Insurance

A. Health Insurance Plan

1. District Contribution

The district shall pay 85% of the premium costs of the Blue Choice Select Plan or 100% of the premium costs of Blue Point 2 Value. The employee shall pay the difference in premium for any other plan selected by the employee beyond the cost of Blue Point 2 Value.

2. Plan Administration

- a. Claims information filed by a unit member shall be confidential. The District will not attempt to obtain personal identification or other information on claims except that which is currently provided by law.

B. Life Insurance

Term insurance shall be offered to all administrators in the amount of \$20,000 with the costs of such a policy to be shared equally between the District and the administrators. It should be emphasized that administrators' participation in such a plan is voluntary. If permitted by the insurance carrier, unit members may add units equal to \$10,000 at their own expense.

C. Dental Insurance

The district agrees to provide a district sponsored dental expense reimbursement program to all unit members. Effective November 1, 1992, the schedule of benefits shall be that provided by the Blue Cross-Blue Shield Smile Save II Program, but with 70% of the Schedule of Allowances for preventive and diagnostic services and as provided for restoration services. The annual maximum per covered person shall be \$500.

D. Flexible Benefits

The district will establish a flexible benefit program, at the discretion of and funded by the unit member for the following expenses: HMO premium, health insurance premiums, dental insurance premium, group life insurance premiums, child care expenses, out-of-pocket medical or dental expenses. The flexible benefit program will be subject to IRS approval.

The district will contribute to the employee's plan as follows:

2007-08	\$300 Family	\$250 Single
2008-09	\$300 Family	\$250 Single

E. Retirement Provision

Any unit member who is in Tier I or Tier II of the TRS and has attained the age of 55 or older, or who is otherwise eligible to retire and collect benefits, or who is in Tier III or Tier IV and attained the age of 62 or older, or who is otherwise eligible to retire and collect benefits, who also has either five (5) or more consecutive years of full time service in the capacity of an administrator in the district and a minimum of fifteen (15) years of credited service in the TRS, or a minimum of 20 consecutive years of combined full time service as a teacher and an administrator in the district, may upon his/her retirement from the district receive the following benefits under this provision:

1. The district shall annually contribute towards the premium for any of the district's health care plans elected by the retiree, individual or family, an amount equal to 85% of the premium for Blue Choice Select. The retiree may elect coverage under any plan available to active employees but will personally incur the cost difference between such a plan and Blue Choice Select.
2. If the retiree has accrued sick leave upon the effective date of retirement, each block of 20 sick leave days may be applied to increase the final rate paid by the district by one year. For example if the employee retires in July, 1996 but had 40 accrued sick leave days at the date of retirement, then the district shall be obligated to pay any inflationary increases for that coverage for the next two years, and the retired employee shall not be responsible to pay for the new annual inflationary increases for that coverage until August, 1998. The maximum number of sick days that will be usable for this purpose shall be 200. Partial blocks of fewer than 20 days shall not be usable for this purpose.
3. The retiree must be enrolled in a district health care plan at the effective date of the retirement to be eligible for any provisions of this benefit. Continuation of the benefit requires the participant to maintain enrollment in a district plan.
4. Former administrators who retired from the Wheatland-Chili Central School District prior to July 1, 1992, shall continue at the same level of health care benefit that was in effect as of the date of their retirement without change.
5. Retired employees receiving benefits from the district under this provision must remit payment in full to the district for any premium charges within sixty days of billing, or eligibility for coverage shall be rescinded. If after thirty days the district has not received payment for premiums due, the district shall notify the retiree by registered letter of the consequences of non-payment. Also, a retiree whose spouse is covered under this provision must notify the district within six months of the death of that spouse or the retiree's divorce. Failure to do so will require the employee to remit the difference between single and spousal coverage, retroactive to the time of death or divorce. The district shall annually remind the retiree of this obligation. If the retiree shall pre-decease his or her spouse, the retiree's spouse may elect to continue single coverage, provided he/she annually remits the full premium cost to the District. No spouse may be added to the retired employee's coverage after retirement has begun. It shall be the responsibility of the retired employee or his/her spouse to notify the district of a change of address. This obligation will annually be made known to the retiree.

When a retiree becomes eligible for Medicare coverage, the amount of the annual premium paid by the district shall be reduced by the amount of any corresponding premium reductions.

6. In lieu of the above adjustment to retiree health benefits in future years, a retiring administrator may accept payment of \$50 per day for each accumulated unused sick day earned while in the district's employ. No credited sick days from previous employment may be used for this purpose. The decision to use accumulated unused sick days for either purpose as specified above shall be the employee's and shall be irrevocable once made.
7. Members who retire and collect benefits from NYSTRS who have less than five years of service to the district as an administrator will be eligible to remain members of the school sponsored health insurance group provided such members pay all costs for premiums in advance in accordance with directions for so doing from the business office.

Article X - Work Year

12 Month - Employees who are scheduled to work 12 months shall be required to work a full year, less any leave entitlements. Their work year shall be 260 days less vacation, holidays, and other authorized absences.

11 Month - Employees who are scheduled to work 11 months shall be required to work from September 1 through June 30, plus 20 days during the summer, which shall be scheduled by the employee's supervisor and/or the Superintendent. 11 month employees shall be entitled to each of the paid holidays that 12 month employees receive between September 1 - June 30.

10 Month - Employees who are scheduled to work 10 months shall work from September 1 through June 30 and shall receive paid holidays for those holidays granted to 12 month employees that fall within their work year. Ten month employees are not required to work the vacation periods that fall within the work year.

Article XI - Vacation

Administrators appointed to 12 month positions will be granted paid vacation at the rate of four (4) weeks per year for the first year. Thereafter, an administrator shall earn one additional day per year to a total of five (5) weeks per year after the conclusion of the fifth year. If an administrator leaves the employment of the District before completing the year for which vacation has been allotted and takes more vacation than was earned for that year, the excess taken shall be deducted from the employee's vacation accrual. If the accrual is insufficient, the value of the excess vacation taken shall be deducted from the employees last check(s).

General Vacation Provisions

Eleven and ten month administrators shall not receive paid vacation.

Vacation shall not be taken without advanced authorization by the administrator's immediate supervisor or the superintendent.

Administrators may accrue vacation. However the maximum of the vacation accrual, including days from previous years and the current vacation allotment, shall not exceed forty days. Any vacation time beyond that maximum shall be lost upon the issuance of the new annual allotment on July 1st. When an administrator leaves the employment of the district to retire or seek other employment, any accrued vacation will be paid to the employee at the rate of 1/260 of his/her current salary.

Although exceptions may be granted by the Superintendent, it is expected that vacation will usually be taken when school is not in session.

An administrator who is unable to take all of his/her vacation during the course of the school year may elect to be paid for vacation time in lieu of accruing it. Such requests may not exceed five (5) vacation days in any one school year. Requests for payment must be submitted to the Superintendent before the end of April and will be paid in June at the rate of 1/260th of the administrator's current salary for each day requested.

Article XII - Holidays

The following holidays shall be granted as paid days when they fall within the employee's work year.

Independence Day	Christmas Day
Labor Day	Day Before or After Christmas
Columbus Day	New Year's Day
Veterans Day	Martin Luther King Day
Thanksgiving Day	Good Friday
Day After Thanksgiving Day	President's Day
Memorial Day	

Article XIII - Leaves of Absence

A. Sick Leave

1. All full time administrative unit members shall be allowed twenty days (20) sick leave for each year in the district. Days unused shall accumulate to the credit of the administrator to a maximum of two hundred(200) days.
2. For serious long-term disability of more than three(3)months duration, the District shall under the following circumstances, grant the employee additional sick leave:
 - a. Upon the exhaustion of the employee's accumulated sick leave, the District shall provide additional sick leave up to an amount equal to the employee's accumulated sick leave balance at the time of onset of disability.
 - b. Such additional sick leave grant shall not in any event extend the period of disability beyond one year.
 - c. No recipient administrator shall receive more sick days than are utilized during the period of disability.
 - d. Where this plan is utilized, there shall be no interruption of salary payments during the period of disability.
 - e. A physician's report may be required by the District prior to or during the award of such benefit; if examination and report are directed to be made by the District's physician, that examination and report shall be at District expense.
3. When absence due to prolonged illness exceeds these provisions, additional days may be allowed at the discretion of the superintendent providing a physician's statement has been filed with the superintendent. Upon approval by the Board of Education, the administrator, in such case, shall receive his or her full salary.
4. Members of the Association appointed on or after 9-1-82 by the Board of Education shall be granted 20(twenty) sick days for each year of total service in New York State public schools up to a maximum of 100 sick days.

B. Personal Business

1. All full time administrators shall be granted up to three(3) days per year with full pay for personal business. The personal business must be of such nature that it cannot be conducted at a time when school is not in session; i.e., appearance in court, house closing, children's college graduation, religious holidays, etc. Such leave for personal business shall not be deducted from sick leave time. Prior notice of one week, except in extenuating circumstances, is required to the superintendent. Requests for personal leave shall be made in writing. Personal leave days shall not be used for hunting, fishing, shopping, or recreational purposes.
2. Personal days shall not be taken the day before or day after a holiday or vacation for the purpose of extending the holiday or vacation period.

C. Death or Illness in Family

In the case of death or serious illness in the immediate family, one(1) to three(3) days with full salary shall be allowed as needed for each occurrence. The total in any one year shall not exceed ten(10) days and days used shall not be deducted from sick leave. The immediate family shall be defined as mother, father, spouse, son or daughter, brother, sister, mother- or father-in-law, grandparents, son- or daughter-in-law.

D. Personal Leave of Absence

A leave of absence without pay or increment may be granted for personal reasons (research, travel, study, etc.) at the discretion of the Board.

E. Military Leave

Military leave shall be granted to any administrator as provided by military law.

Article XIV - Sabbatical Leave

The District may grant one(1) Sabbatical Leave each year for the purpose of study, travel, or other educational activities, after recommendation by the superintendent and approval by the Board. In order to be eligible to apply for and receive a sabbatical leave, an administrator shall meet the following criteria:

1. The administrator shall have completed five(5) years of continuous service in the district.
2. a. The course of study shall lead to an advance degree for which the administrator is enrolled, or
b. The course of study, travel, or educational activity would offer some immediate benefit to the district.

A Sabbatical Leave shall consist of a paid leave of absence for a full school year at half-pay or a paid leave of absence for a half-school year at full pay.

Applications shall be due on January 1 of the year preceding the proposed leave. Written notification of the grant or denial shall be made to all applicants by March 1 of the year preceding the proposed leave.

The screening committee shall be made up of two Board members, the superintendent, and one(1) representative appointed by the president of the Association.

The unit member selected agrees to complete two(2) years service to the District upon return from Sabbatical Leave or to return that portion of the two(2) years service obligation not completed. This requirement may be waived by the mutual agreement of the District and the unit member.

Article XV - Grievance Procedure

A. Definitions

1. Grievance shall mean any claimed violation, misinterpretation, or inequitable application of the specific provisions of this agreement.
2. Chief School Officer is the Superintendent.
3. Aggrieved Party shall mean the Association and/or any person or group of persons in the bargaining unit filing a grievance.
4. Party in Interest shall mean any person named in a written grievance who is not the aggrieved party.

B. Procedures

1. All grievances shall be rendered in writing and shall include the name and position of the aggrieved party, the identity of the provision of this agreement involved in the said grievance, and the time when and the place where the alleged events or conditions constituting the grievance occurred. The grievance shall be signed by the aggrieved party.
2. All decisions shall be rendered in writing at each step of the grievance.
3. Nothing contained herein shall be construed as limiting the right of any aggrieved party to discuss the matter informally with an appropriate member of the administration and having the grievance informally adjusted, providing that the adjustment is not in violation of the terms of the Agreement.
4. Grievance hearing shall be conducted at a time mutually convenient to the parties.
5. The District and the Association agree to facilitate any investigation which may be required and to make available any and all material and relevant documents, communications, and records, other than confidential placement folders, concerning the alleged grievance.
6. Use of these procedures shall not be for the purpose of adding to, subtracting from, or altering in any way, any of the provisions of this Agreement.

C. Time Limits

1. Any grievance shall be deemed waived unless such grievance is presented to the first available stage within thirty(30) school days after the administrator knew or should have known of the act or condition on which the grievance is based.
2. If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance shall be deemed to be discontinued and further appeal under this agreement shall be barred. If the District fails to respond to any grievance within the time limits specified herein, the grievance shall automatically go the next level. The time limits specified for either party may be extended only by mutual agreement.

D. Stage 1

1. Within five(5) business days from the date the written grievance is received, the Chief School Officer shall have a hearing with the Aggrieved Party and a representative, if any.
2. No later than the end of the fifth school day following the day of the hearing, the Chief School Officer shall render his/her decision thereon, in writing and present it in duplicate, to the aggrieved party.

Stage 2

1. If the aggrieved party is dissatisfied with the decision at Stage 1, the grievant may, within ten(10) business days of the date the aggrieved party received the Stage 1 decision, submit the grievance to the Board of Education.
2. The Board shall, within fifteen(15) business days of the day the written appeal was received, hold a hearing with the aggrieved party and an Association representative, if any. If either party requests it, the hearing shall be held in executive session.
3. No later than the end of the fifth school day following the close of the hearing, the Board shall render its decision thereon, in writing, and present it, in duplicate, to the aggrieved party.

Stage 3 - Arbitration

1. If the aggrieved party is dissatisfied with the decision of Stage 2, the grievant may, within ten(10) business days of the date the aggrieved party received the Stage 2 decision, submit the matter to arbitration through the American Arbitration Association. Notice of intent to arbitrate must be in writing and sent to the Chief School Officer.
2. The selection of an arbitrator and the conduct of the arbitration proceedings shall be in accord with the rules established by the AAA.
3. The decision of the arbitrator shall be final and binding on all parties.
4. Submission of any grievance to arbitration shall automatically be a waiver of all other remedies or forums which otherwise could be available.
5. The costs for the services of the arbitrator, including expenses, if any, shall be shared equally by the District and the Association.
6. Administrators directly involved or who are needed as witnesses in arbitration hearings held during the regular school day shall be released with full pay.
7. The cost of fees of any person(s), whether employees of the District or not, called as a witness or used to represent any interested party shall be borne by the party calling or employing such person.
8. The Arbitrator shall have no authority to add to, subtract from, or in any manner, alter the specific terms and provisions of this contract or to make any award requiring the commission of any act prohibited by law or violate any of the terms and provisions of the contract. The Arbitrator is authorized to decide only the issue(s) submitted to him.
9. The Arbitration Award shall be delivered to both parties within thirty (30) days of the date the record was closed.

Article XVI - Rights and Privileges

- A. Use of Facilities. All building facilities shall be available for Association business as stated below:
 - 1. At the beginning of the school year, the president of the Association shall submit a list of regularly scheduled Association meetings for the school year. Such list shall include dates, times, and places. If the facilities are available, they may be used by the Association for Association meetings at no cost.
 - 2. In the event of emergency meetings, the president shall inform the superintendent concerning the date, time, and place as soon as he/she is aware of the need. The superintendent shall determine if the facilities are available.
 - 3. The Association shall be responsible for the facilities the same as any other user organization.
- B. Released Time for Official Hearings and Investigations. Members of the Association who are required to appear as witnesses and petitioners for officially called hearings and investigations pertaining to negotiations, grievance processing, and/or any official business arising under the Taylor Law shall be permitted released time with full compensation.
- C. Board Minutes. Minutes of the Board of Education meetings shall be distributed to the Association president prior to the next Board meeting.

Article XVII - Confidentiality and Accessibility of Records

- A. Confidentiality of evaluation records shall be maintained. No copy shall be available for inspection by a third party without permission of both parties, unless used in a fair dismissal procedure, court proceedings, or the commissioner's hearings. (Third party shall be defined as those other than school administrators and his/her representative.) The Board of Education shall have access to such records in accordance with its rights under Educational Law and the terms of this agreement.
- B. Individual unit members shall have the right to access, with representative(s) of his/her choice, to all materials contained in any and all records and/or files maintained by the District that pertain to the unit member's employment. Further, the unit members shall have the right to copy all materials contained in such files and/or records.
- C. No material shall be added to a unit member's official district personnel file without the Administrator's knowledge. Administrators shall indicate that they have seen any material filed by adding their signature. This signature shall not indicate agreement with the contents.

Article XVIII - Compensation for Injury

- A. All administrators are covered by Worker's Compensation Insurance which protects them in case of accidents while on duty. In the event of such an accident, the administrator should immediately notify the superintendent so that the proper forms may be executed by the school authorities and attending physician.
- B. Whenever a regularly employed administrator is absent from his/her employment and unable to perform his/her duties as a result of a personal injury caused by an accident or an assault occurring in the course of his/her employment, and the administrator has not been personally negligent with reference to the

incident, he/she will be paid his/her full salary during his/her absence but not to exceed six(6) months. The amount of any weekly Worker's Compensation award made for temporary disability due to said injury will be paid to the Board in full by the employee and no part of such absence will be charged to his/her annual or accumulated sick leave. In any event, and Worker's Compensation award made for a permanent disability due to such injury will be retained by the unit member.

- C. The District will reimburse administrators 100% of the cost of replacing or repairing dentures, eyeglasses, hearing aid, or similar bodily appurtenances not covered by Worker's Compensation which are damaged or destroyed as a result of an injury sustained in the course of the administrator's employment, when the administrator has not been personally negligent with reference to the incident. Such incident must be reported within two(2) days of the loss.

Article XIX- Deductions

The District shall make such deductions from the salaries of its employees permissible by law as may be requested by said employees from time to time, including but not limited to insurances, tax sheltered annuities, membership dues, U.S. savings bonds, and credit unit obligations. It shall be the individual responsibility of each employee to inform the District of the desired deductions and to fill out and sign the necessary forms.

Article XX –Miscellaneous

- A. Savings Clause: If any provisions of this Agreement or any application of the Agreement to any administrator or group of administrators 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.
- B. Physical Examination
 - 1. Unit members who have a physical exam and submit the results of such exam to the District shall be reimbursed the costs of such physical exam up to a maximum of \$50. The physical exam shall be solely at the discretion of the unit member. Unit members may exercise the reimbursement benefit once only in a period of three(3) years.
 - 2. The cost of physical exams required by the District shall be borne by the District.
- C. Staff Appointments. The superintendent shall recommend that all full-time professional administrative positions be filled with certified individuals, subject to the approval of the Board of Education.
- D. Mileage Allowance. Mileage costs incurred by an administrator in the performance of job duties that require the administrator to use his/her vehicle to attend meetings, etc. during the course of the work day shall be compensated upon the submission of a claim voucher at the IRS rate currently approved by the Board of Education.
- E. Professional Growth. Administrators are expected to take steps as professional people to improve their administrative competency and to grow in technical skill and teaching stature. In addition to professional growth or inservice education opportunities sponsored by the school district, administrators are expected to participate in appropriate professional activities as part of their own professional growth program. Expenses incurred at professional meetings, conferences, workshops, or costs for professional materials which are of interest to administrators and meet some need of the school district may be reimbursed by District funds, provided prior approval of the superintendent has been granted.

- F. School Calendar. The Association will be consulted in the preparation of the school calendar with the understanding that the school calendar is the responsibility of and subject to change by the Board of Education.
- G. Professional Fees. The district shall annually pay each administrator up to \$500 for job-related professional memberships for organizations other than those devoted to labor relations.
- H. Tuition Reimbursement. A bank of \$20,000 per year would be set aside for tuition reimbursement. Unit members must make requests in writing to the unit president to assure that equitable distribution of courses has been established among unit members for that year. After the unit president has conferred with the unit and has agreed on the requests, the unit members may submit for superintendent approval. It is required that the administrator shall in advance of enrollment seek the superintendent's authorization to take a specific course. The superintendent shall make that determination based upon the relationship of the course to either the responsibilities of the administrator and/or to the requirements of the administrator's degree requirements. If available, the administrator shall utilize a tuition voucher to offset the district's cost.

If a unit member does not remain employed by the district for at least two years beyond the year in which he/she completes two or more courses at the district's expense, the unit member must reimburse the district for any and all course tuitions beginning with the second course and beyond.

XXI – Compensation

Components

- A. Guaranteed increase of 1.5% to each unit member's base salary.
- B. Potential increase of an additional 2.5% based on Administrative Leadership Skills Rubric (Appendix I).
 - 2.5% - highly effective
 - 2.0% - effective
 - 1.5% - progressing towards effective
 - 1.0% - satisfactory
 - 0% - ineffective
 - 1.0% potential on an additional goal:
 - Goal to be mutually agreed upon by administrator and superintendent.
 - Goals to be established by July 1 of the current school year.
 - The goal will contain a written goal statement and indicators of goal attainment.
 - A mid-year update on progress on goal to be provided to superintendent by each unit member.
 - By June 15, year-end evaluation of goal attainment to occur.
 - Responsibility of unit member to provide evidence and documentation of goal attainment.
 - If a factor out of the unit member's control hinders the attainment of goal, the situation will be discussed and the performance value will be determined.
- C. For this contract only, in 2007-08, administrators will receive an annual salary increase of 4%. In 2008-09, they will follow the schedule in Section B to determine salary rate increases.

Article XXII - Vacancies

The superintendent shall give to each member written notice of any vacancy which occurs in any existing administrative position or which occurs as the result of the creation of a new administrative position within the district.

Article XXIII - Evaluation

Evaluations shall be conducted according to the WCCSD Performance Review and shall involve the Superintendent and the administrator in the mutual development of goals (See Appendix II).

The process of coaching an administrator is a very important tool in the entire improvement effort of a school district. It defines expectations, enhances communication, prioritizes district goals, and encourages supervisors to focus their attention on the administrator's role in improving achievement for all students.

A new approach to administrator's performance review that reflects a systems approach is particularly in order in these times of increased accountability. A process as important as this one should be guided by a set of ethics – values and beliefs – that support the work so both the administrator and supervisor can operate with integrity.

An effective performance review process is predicated on a spirit of providing feedback for growth, not on finding evidence of shortcomings. The purpose of this process is to improve performance, not prove incompetence.

Operating Principles. A comprehensive administrative performance review process must:

1. **Align with all the listed Standards for School Leaders** (See Appendix III).
Rationale: Provides a frame work for expectations for administrators.
2. **Be intended to acknowledge strengths and improve performance.**
Rationale: An effective evaluation process is predicated on a spirit of providing feedback for growth.
3. **Connect academic, social, emotional, and developmental growth for all students in the building/system.**
Rationale: Multiple indicators for all types of student growth must be included in the definition of accountability.
4. **Recognize the importance of an administrator's role in improving the culture of the learning community.**
Rationale: Research is very clear that the quality of leadership in a building has a direct correlation to positive relationships and the achievement levels of all learners.
5. **Have research-based criteria about effective administrator behaviors which are substantiated by measureable data from multiple sources and are legal, feasible, accurate, and useful** (See Appendix IV).
Rationale: Examples may include self-assessment, a portfolio compiled by the administrator, 360 degree feedback, the school improvement plan, artifacts that address previous goals, and meeting agendas.
6. **Provide opportunities for personal and professional growth as a facilitator/leader of learning.**
Rationale: Evaluation processes must consider the needs of the whole professional and be oriented toward continuous improvement.
7. **Be ongoing and connected to school improvement goals.**
Rationale: An evaluation is a process, not a once a year conversation, and must be connected to comprehensive school improvement plans.
8. **Align building and/or program with district goals and community members' vision for education.**
Rationale: Goals cannot be developed in isolation; district and building goals must reflect the community's highest hope for their public schools.

Each probationary administrator shall be evaluated twice annually at six month intervals that begin on the administrator's first date of employment. Each tenured administrator shall be evaluated at least once annually. The administrator shall sign his/her evaluation to acknowledge receipt, but not agreement, and may attach her/his response or reaction to the evaluation. Each such evaluation along with any attached response shall be discussed with the administrator and subsequently placed in the administrator's personnel file.

By June 1st of each year, the Superintendent shall submit to the Board of Education any evaluations that were added to the file since the Board's last annual review of administrators' evaluations. These evaluations shall be submitted and discussed in executive session.

The Superintendent shall have the authority to make any additional evaluations that he/she may deem appropriate or necessary.

Article XXIV-Duration

This agreement shall be effective July 1, 2007, and it shall continue in full effect through midnight, June 30, 2009, and each year thereafter unless amended by the parties.

In the event either party wishes to amend this agreement, written notice to the party shall be given not later than December 15 immediately preceding termination of the agreement. Amendments resulting from such negotiation shall be effective the following July 1 or at such time as may be mutually agreeable to the parties. 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.

For the Association: Robert J. Pennin Date: 7/12/07

For the District: [Signature] Date: 7/13/07

Appendix I

WCCS Administrative Performance Standards and Criteria

PART I - JOB RESPONSIBILITIES

STANDARD #1: An administrator is an educational leader who promotes the success of all students facilitating the development, articulation, implementation, and stewardship of a vision of learning that is shared and supported by the school community. (Shared Vision)

The administrator

- a. Uses appropriate data to set priorities and establish high, concrete goals in the context of improving student achievement.
- b. Considers new and more effective ways of doing things based on research and/or best-known practices.
- c. Articulates and promotes high expectations for teaching and student learning.
- d. Aligns the educational programs, plans, and actions to the district's vision and goals for student learning.
- e. Acts as a driving force behind major initiatives.

<p>Evidence:</p> <hr/> <hr/> <hr/>	<p style="text-align: center;">Summary Rating</p> <p><input type="checkbox"/> Highly Effective</p> <p><input type="checkbox"/> Effective</p> <p><input type="checkbox"/> Progressing towards effective</p> <p><input type="checkbox"/> Satisfactory</p> <p><input type="checkbox"/> Ineffective</p>
<p>Reflection:</p> <hr/> <hr/> <hr/> <hr/>	

STANDARD #2: An administrator is an educational leader who promotes the success of all students by advocating, nurturing, and sustaining a school culture and instructional program conducive to student learning and staff professional development. (Culture of Learning)

The administrator

- a. Provides leadership for assessing, developing, and improving school environment and culture.
- b. Systematically and fairly recognizes and celebrates accomplishments of teachers, staff, and students.
- c. Provides leadership, encouragement, opportunities, and structure for staff to continually design more effective teaching and learning experiences for all students.
- d. Monitors and evaluates the effectiveness of curriculum, instruction and assessment.
- e. Evaluates staff and provides ongoing coaching for improvement.
- f. Ensures that staff has necessary professional development opportunities that directly enhance their performance and improve student learning.
- g. Uses current research and theory about effective schools and leadership to develop and revise his/her professional growth plan.
- h. Promotes collaboration with all stakeholders.
- i. Is easily accessible and approachable to students, staff and community.
- j. Is highly visible and engaged in the school.
- k. Articulates the desired school culture and shows evidence about how it is reinforced.

Appendix II

Timelines for Administrator Leadership Performance Review

SUGGESTED TIMELINE

ACTION

- | | |
|------------------------------|---|
| Late Spring | <ol style="list-style-type: none">1. Administrator and superintendent clarify vision, mission, and district goals.2. Superintendent/designee and administrator will review job description and performance review process, forms, indicators, timelines and possible supporting documents/information/data to be used to measure performance. |
| Early Summer | <ol style="list-style-type: none">3. Administrator in collaboration with superintendent develops Leadership Growth Plan. Goals should be measurable and attainable. |
| Prior to the Start of School | <ol style="list-style-type: none">4. Review processes and forms with new administrators. |
| Quarterly or Early Winter | <ol style="list-style-type: none">5. Administrator and supervisor discuss progress reports regarding Leadership Growth Plan goals. |
| Early Spring | <ol style="list-style-type: none">6. Administrator completes a self-assessment of performance on the leadership standards and criteria. Documents and data used to support the measurable outcomes are prepared and presented to the superintendent/designee.7. The official performance review document(s) is shared, clarified and discussed with the administrator. Changes may be made as a result of the discussions. Remediation Targets (if any) will be included as a part of the final document(s) as a confidential, personnel record.8. A copy of the final written performance review form is placed in the administrator's personnel folder. |

Evidence: <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>	Summary Rating <input type="checkbox"/> Highly Effective <input type="checkbox"/> Effective <input type="checkbox"/> Progressing towards effective <input type="checkbox"/> Satisfactory <input type="checkbox"/> Ineffective
Reflection: <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>	

STANDARD #3: An administrator is an educational leader who promotes the success of all students by ensuring management of the organization, operations, and resources for a safe, efficient, and effective learning environment. (Management)

The administrator

- a. Complies with state and federal mandates and local board policies.
- b. Interviews and recommends teachers and staff to support quality instruction.
- c. Protects instructional time from unnecessary distractions and interruptions.
- d. Addresses current and potential problems in a timely manner.
- e. Manages fiscal and physical resources of the school responsibly, efficiently, and effectively.
- f. Designs and manages operational procedures to maximize opportunities for successful learning.
- g. Communicates effectively with both internal and external audiences about the operations of the school.

Evidence: <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>	Summary Rating <input type="checkbox"/> Highly Effective <input type="checkbox"/> Effective <input type="checkbox"/> Progressing towards effective <input type="checkbox"/> Satisfactory <input type="checkbox"/> Ineffective
Reflection: <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>	

STANDARD #4: An administrator is an educational leader who promotes the success of all students by collaborating with families and community members, responding to diverse community interests and needs and mobilizing community resources. (Family and Community)

The administrator

- a. Engages family and community by enhancing shared responsibility for student learning and support of the school.
- b. Promotes and supports a governance structure for family and community involvement in the school.
- c. Facilitates the connections of students and families to the health and social services that are needed to stay focused on learning.
- d. Establishes with staff a school culture that welcomes and honors parents and seeks ways to engage them in their children's learning.

Evidence: <hr/> <hr/> <hr/> <hr/> <hr/>	Summary Rating <input type="checkbox"/> Highly Effective <input type="checkbox"/> Effective <input type="checkbox"/> Progressing towards effective <input type="checkbox"/> Satisfactory <input type="checkbox"/> Ineffective
Reflection: <hr/> <hr/> <hr/> <hr/> <hr/>	

STANDARD #5: An administrator is an educational leader who promotes the success of all students by acting with integrity, fairness, and in an ethical manner. (Ethics)

The administrator

- a. Demonstrates ethical and professional behavior.
- b. Adopts values, beliefs, and attitudes that inspire others to higher levels of performance.
- c. Maintains caring relationships with teachers and staff.
- d. Demonstrates appreciation for and sensitivity to diversity in the school community.
- e. Adapts leadership behavior to the needs of the current situation.
- f. Is respectful of divergent opinions.

Evidence: <hr/> <hr/> <hr/> <hr/> <hr/>	Summary Rating <input type="checkbox"/> Highly Effective <input type="checkbox"/> Effective <input type="checkbox"/> Progressing towards effective <input type="checkbox"/> Satisfactory <input type="checkbox"/> Ineffective
Reflection: <hr/> <hr/> <hr/> <hr/> <hr/>	

STANDARD #6: An administrator is an educational leader who promotes the success of all students by understanding the profile of the community and responding to and influencing the larger political, social, economic, legal, and cultural context. (Societal Context)

The administrator

- a. Collaborates with service providers and other decision-makers to improve teaching and learning.
- b. Advocates for the welfare of all members of the learning community.
- c. Respects the varied dynamics of decision-making and designs appropriate strategies to reach desired goals.

Evidence:	Summary Rating

Reflection:	<input type="checkbox"/> Highly Effective <input type="checkbox"/> Effective <input type="checkbox"/> Progressing towards effective <input type="checkbox"/> Satisfactory <input type="checkbox"/> Ineffective

PART III – OVERALL SUMMARY [Check (√) one in each row]

Job Responsibilities:	Meets Standard	Does not meet Standard
Standard 1 - Shared Vision		
Standard 2 - Culture of Learning		
Standard 3 - Management		
Standard 4 - Family and Community		
Standard 5 - Ethics		
Standard 6 - Societal Context		

Significant Achievements:

Areas for Growth:

Administrator Comments:

Superintendent Comments:

Recommendation for Continuous Improvement (check one)

- ____ Professional Growth Plan
- ____ New Job Targets
- ____ Remediation Target

Evaluation Period: _____, 200__ to _____, 200__

Administrator's Signature: _____ **Date:** _____

Superintendent: _____ **Date:** _____

LEADERSHIP GROWTH PLAN

Please identify performance growth goals tied to your district's and your professional goals.

Professional Goal:	Stand. #	Action Steps:	Timeline:	Evidence of progress toward success	Reflection:

Professional Growth Plan Reviewed by: _____

Date: _____

Supervisor Observation and Coaching Sessions:

_____ Date: _____
 _____ Date: _____
 _____ Date: _____

_____ Date: _____
 _____ Date: _____
 _____ Date: _____

REMEDIATION TARGET

A Remediation Target should be identified for each standard or significant performance indicator identified and supported with evidence as ineffective by the superintendent. A separate target should be written for each performance indicator. The number of targets should be limited to no more than five (5). The timelines should be completed within the next 12-month evaluation cycle.

Remediation Target Number: _____ Date Target Developed: _____

Performance Indicator to be Remediated	Remediation Target (w/measurable outcomes)	Action Steps	Evidence of Progress	Summary Rating Satisfactory/Unsatisfactory

Superintendent Comments:

Administrator's Comments:

Signatures:

Superintendent

Date

Administrator

Date

Appendix III

Elementary/Middle/High School Administrator

TITLE: Elementary/Middle/High School Administrator

QUALIFICATIONS: Must possess the qualifications and certification set by the code of New York State Department of Education.

REPORTS TO: The Superintendent

SUPERVISES: The academic and support personnel employed in the building(s) or program assigned to the Administrator.

JOB SUMMARY: To provide leadership, supervisory, and administrative skills that will promote the educational development of each student.

TERMS OF EMPLOYMENT: 260 days of service. Salary, benefits, and work year to be established by the Board of Education.

EVALUATION: Job performance will be evaluated in accordance with provisions of the board's policy for Evaluation of Administrative Personnel.

JOB RESPONSIBILITIES

1. VISION

- Sets priorities in the context of improving student achievement.
- Articulates and promotes high expectations for teaching and student learning.
- Aligns the educational programs, plans and actions to the district's vision and goals for student learning.
- Creates symbols, ceremonies, and activities that support the vision and mission of the district.
- Develops communication strategies to inform stakeholders of progress towards the vision and mission of the district.

2. CULTURE AND INSTRUCTIONAL PROGRAM

- Provides leadership for assessing, developing and improving school environment and culture.
- Recruits, interviews and recommends teachers and staff to support quality instruction.
- Provides leadership, encouragement, opportunities, and structure for all staff to continually design more effective teaching and learning experiences for all students.
- Evaluates staff and provides direction for improving instruction.
- Develops and supports professional development of staff to improve student learning.
- Demonstrates awareness of professional issues and developments in education.
- Develops and revises as needed his/her own professional development plan for continued improved performance.

3. MANAGEMENT

- Operational procedures are designed and managed to maximize opportunities for successful learning.
- Effectively manages board policies and procedures.
- Demonstrates effective communication skills with a variety of stakeholders in the operation of the school.
- Addresses problems in a timely manner.
- Manage fiscal resources of the schools responsibly, efficiently, and effectively.
- Works to assure the school plant, equipment, and support systems operate safely, efficiently and effectively.
- Meets time deadline

4. COLLABORATION

- Engages the community to create shared responsibility for student and school success.
- Promotes and supports parent/student/community involvement in the school.
- Shares leadership and decision-making.
- Connects students and families to the health, human and social services they need to stay focused on learning.

5. ETHICS

- Demonstrates ethical, trustworthy, and professional behavior.
- Demonstrates values, beliefs, and attitudes that inspire others to higher levels of performance.
- Treats people fairly, equitably, and with dignity and respect.
- Applies policies and procedures in a fair and equitable manner.
- Demonstrates appreciation for and sensitivity to the diversity in the school community.

6. LEARNING COMMUNITY

- Serves as an effective spokesperson for the welfare of all members of the learning community.
- Promotes respect for diversity in the school and community environment.
- Engages in dialogue with other decision-makers to improve teaching and learning.
- Communicates clearly to the community about building/district issues and performances.
- Provides leadership through assisting in the development of mutual expectations, procedures for working together, and formulating district policies.
- Knows and supports the building/district school improvement plan and accurately interprets and reports progress on goals.

Appendix IV

SAMPLE PORTFOLIO ARTIFACTS

The following suggestions about appropriate artifacts to include in a administrator's portfolio are grouped by the Iowa Standards for School Leaders. They are included as a way to provide examples, and not intended to be an all-inclusive or proscriptive list.

STANDARD #1: VISION

- Copy of School Improvement Plan, Building Improvement Plans/grade level goals.
- Building Staff Development Plan
- Staff meeting agenda (addressing vision/mission)
- Weekly school newsletter
- Monthly student recognition
- Local newspaper articles highlighting achievement
- Building wide discipline plans/academic guidelines
- Implement character counts
- Establishing student organization in support of student learning
- Number of times speak to community in person about vision for learning
- Use of student data/profiles to identify goals and address actual needs
- Department meeting agendas (grade level meetings, team meetings too)
- District report card/building report – annual report to all community – 3 year comparison
- “State of the School” report from administrator quarterly
- Mission/Vision statement posters everywhere/schools/businesses
- Partners in Education programs
- Tours of building and sites to prospective parents

STANDARD #2: SCHOOL CULTURE FOR LEARNING

- Staff in-service quarterly – focusing on reading in the HS content areas
- Walk-through supervision
- School climate surveys
- Serve on a state-wide committee addressing NCLB, Administrators' Standards
- Copy of year's Staff Development Plan
- Teacher evaluation artifact(s)
- Regional job fair brochure (attend with district personnel)
- Faculty meeting agenda (Prof issues and Dev)
- Copy of professional growth plan
- Attendance at state and national conferences
- Building level study teams
- Provides staff with professional reading material
- Provides opportunities for teachers to observe best practice (both inside and outside discipline)
- Uses state definitions and guidelines as basis for staff development
- Selection of teachers based on their openness /interest in staff development
- Lead in-service
- Develop a model portfolio for teachers
- Be involved in teacher in-service with your teachers
- Quality teacher in every classroom report to community

SAMPLE PORTFOLIO ARTIFACTS (CONTINUED)

STANDARD #3: SCHOOL MANAGEMENT

- Building expectations / rules posted
- Student, faculty, substitute, and teacher handbook
- Newsletter
- Crisis plan
- Staff memos – agendas
- Phone log – email
- Fire marshal reports/fire and disaster drill records
- Insurance audit of building
- Regular meetings with maintenance staff; save agendas of those meetings
- Use technologies to streamline procedures for attendance, grades, registration
- Door monitors, hall monitors, parking lot monitors, schedules/duties
- Safety committee meeting/crisis management plan
- Attendance/tardy procedures/expectations with consistently enforced consequences
- Minutes of faculty meetings, department head meetings
- Physical plant management plan/walk through
- Student (new and incoming) orientation
- Budget management procedures collaboration
- Accreditation visit result

STANDARD #4: WORKING WITH PARENTS AND COMMUNITY

- Parent advisory committee minutes or agenda
- Parent volunteer list and recognition ceremony
- Site-councils
- Junior Achievement/pictures of classes, sample lessons
- Field trips – community support
- Building assistance teams
- School web site hits
- Log of referrals of students and families to community agencies
- Log of placements of students (SPED) in comm. Agencies
- Student council agenda and minutes
- Establish business partnerships to enhance collaboration in community
- Job shadowing/internships (data)
- Collaboration with higher ed
- Mentors (adults/students)
- School to work
- Social health teams
- School- based health clinics on site
- Examples of parental involvement and input i.e. PAC agendas, log of volunteer hours/tasks, volunteer recognition, PTA connections/org.
- Career day brochure
- Teaming w/community agencies, YMCA, Mental Health
- Observations of site council meetings & presentations to the Board of Directors

SAMPLE PORTFOLIO ARTIFACTS (CONTINUED)

STANDARD #5: ETHICS/INTEGRITY

- Establish a character education program in the school and document activities
- Periodic assemblies that have role-plays and examples of good character
- Provide speakers/programs for parents
- Discipline referral sheets – showing same treatment
- Share character ed info on newsletters to connect with parents and gain support
- Recognize those showing character
- Culture fest to celebrate diversity
- Provides multi-lingual newsletters and other school communications
- School calendar reflects many ethnic religious holidays based on school demo
- Demographic rep on all school comm. And booster groups
- Building-wide management plan (done by all stakeholders)
- Student handbook (policies and procedures)
- Maintains confidentiality of issues and discipline (students and staff)
- Review of handbook to show implementing policies
- Addresses specific concerns of families/student re: controversial issues: gay student concerns about treatment, etc.
- Involve students in community service events, programs
- Observations or knowledge of community service work or participation

STANDARD #6: GREATER POLITICAL AND SOCIAL CONTEXT

- Meet monthly to curriculum director to plan staff development for teachers and self – log meeting notes and action
- Active member of district curriculum committee
- Speaker at service club (Rotary)
- Share progress on district goals to P.T.A., etc
- Member of Outside Advisory Councils
- Culture Fest celebrating school/community diversity
- Site-Council implementation at the building level
- Serves on Ed Committee for city chamber org.
- Email state legislator – OFTEN using all capital letters +!!!
- Log of outside community resource agencies
- Communication log – local/state decision makers
- District committee agenda
- Staff development plan indicating diversity agenda
- Guides staff in disaggregating data
- Use demographic data of community to establish student learning needs
- Observations of participation in community forums, city council or Bd. of Directors mtgs.
- Write articles in newsletter or local paper re: ed. issue