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AGREEMENT

Between the

NEWFIELD CENTRAL SCHOOL DISTRICT

And the

NEWFIELD CENTRAL SCHOOL TEACHERS'  
ASSOCIATION



July 1, 2010

through

June 30, 2014



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## **PREAMBLE**

In order to effectuate the provisions of Chapter 392 of the Laws of 1967, (The Public Employees' Fair Employment Act), to encourage and increase effective and harmonious working relationships between the Newfield Central School District, (hereinafter referred to as the "District") and its professional employees represented by the Newfield Central School Teachers' Association (hereinafter referred to as the "Association"), and to enable the professional employees to participate in and contribute to the development of policies for the school district so that the cause of public education may best be served in Newfield, do enter into this agreement.

## **ARTICLE I** **RECOGNITION**

The Newfield Central School District, having determined that the Newfield Central School Teachers' Association is supported by a majority of the teachers in a unit composed of all professional, certified personnel except the administrative personnel on the administrative salary schedule or per diem substitutes, hereby recognizes the Newfield Central School Teachers' Association as the exclusive negotiating agent for the professional employees in such unit, including occupational therapists. This recognition shall remain continuous pursuant to Article 208.2 of the Taylor Law. The Association shall annually submit to the District by November 15 a list of the membership who pay dues directly to the Association.

The District agrees not to negotiate with any teacher organization other than the Association for the duration of the agreement.

**ARTICLE II**  
**SCOPE OF AGREEMENT**

- A. The District and the Association recognize that the Board is the legally constituted body responsible for the determination of policies covering all aspects of the Newfield Central School District. The Board recognizes that it must operate in accordance with all statutory provisions of the state, and such other rules and regulations of the Commissioner of Education as are in accordance with such statutes. The Board cannot reduce, negotiate, or delegate its legal responsibilities.
- B. Rights of Minorities and Individuals: Whenever in this agreement a personal pronoun is used, such pronoun shall be understood to apply equally to both male and female members of the bargaining unit.
- C. Employer Rights: Except as expressly limited by provisions of this agreement the authority, rights and responsibilities delegated to this District are retained by said District.

**ARTICLE III**  
**TERMS OF EMPLOYMENT**

A. Notification of Salary:

Fifteen (15) days subsequent to the adoption by both parties of a new agreement, the District will give each teacher notice of salary for the next school year except where unforeseeable or extenuating circumstances prevail. Adoption of an agreement of long duration is directed to July 1 of the new fiscal year.

B. Employment Status:

Written notice will be given to all non-tenured teaching personnel in writing regarding their employment status by December first relating to the current teaching year, and by April first concerning the following year except in the final year of probationary employment, when notification will be given by May first.

C. Notice of Assignment:

Teachers shall receive notice of their next year's assignment(s) no later than June 30 of any year except where unforeseeable or extenuating circumstances prevail.

D. Posting Vacancies:

Except in the case of an emergency, teaching vacancies will be posted for ten (10) calendar days. During the summer, teaching vacancies will be made known to the Association President.

E. Seniority List:

The District shall provide a seniority list by tenure areas, inclusive of all unit members, to the Association President not later than February 1 annually. The list will include date of hire, date of appointment to tenure area(s), and days of unpaid leave.

**ARTICLE IV**  
**SCHOOL CALENDAR**

A. Teachers shall perform their duties on all days specified in the "School Calendar," a copy of which shall be given annually to each teacher. The work year for teachers consists of up to 187 days of work including at least 180 student-teacher instructional days, between two (2) – four (4) days for Superintendent Conference Days and three (3) emergency closing days (i.e. those days when work is cancelled due to inclement weather or for other emergency conditions). Unless otherwise specified, teachers are employees of the Board of Education from September 1st through June 30th.

- B. If the school district is closed as a result of an emergency closing, unit members are not required to report to work. However, there may be occasions when unit members are required to remain at school during or shortly after an occasion when school has been closed in order to supervise students. Volunteers will be sought for this duty when it is practicable to do so. The District reserves the right to assign unit members to such duty; however, the District shall consider bargaining unit members' family circumstances/ obligations in making this assignment.
- C. If two (2) or more emergency days are unused as of the spring recess, one (1) vacation day will be added as chosen by the Superintendent in consultation with the NTA President and one (1) day will be added to the Memorial Day recess. If only one (1) emergency closing day remains in the work year as of May 1, one (1) day will be added to the Memorial Day recess.
- D. Full-time guidance counselors have a work year that consists of the 187 days contained in the teacher work year plus an additional period of work to be accomplished during the months of July and August. For the life of this agreement, this additional time is twenty-five (25) workdays that are to be scheduled in advance by mutual agreement with the building principal, and will be paid at the rate of 1/200<sup>th</sup> per diem.
- E. Full-time school psychologist and social worker have a work year that consists of the 187 days contained in the teacher work year plus an additional period of work to be accomplished during the months of July and August. For the life of this agreement, this additional time for the school psychologist is twelve (12) work days that are scheduled in advance by mutual agreement with the Director of Special Programs. For school social workers, that additional period shall consist of nine (9) workdays that are scheduled in advance by mutual agreement with the Director of Special Programs. These additional days of work in July and August will be paid at the rate of 1/200<sup>th</sup> per diem.
- F. There will be a time set up, prior to the regular opening of school, which will be used for the orientation of teachers new to the system. During this orientation, the Association President will be given a minimum of one (1) hour to meet with the new teachers.

- G. Computer Training shall also be provided in the same manner and during the same times as set forth herein above for the professional development undertakings.
- H. Unit members volunteering for approved work beyond the scheduled work year and for approved curriculum development shall receive added compensation. Effective July 1, 2006, members shall be compensated at eighteen dollars (\$18) per hour. Effective July 1, 2008, members shall be compensated at twenty dollars (\$20) per hour. (Note: this section does not negate the acceptance of BOCES remuneration if so available.) This section does not include summer school.

**ARTICLE V**  
**LEAVES OF ABSENCE**

- A. For the purpose of this agreement, Immediate Family shall be defined as husband, wife, children, parents, in-laws, sister, brother, grandparents of employee or spouse, grandchild, and persons residing in employee's house.
- B. Each teacher shall be entitled without diminution of salary to ten (10) days leave of absence because of personal illness or disability. Each teacher may use up to fifteen (15) personal illness days per year from his/her accumulated total for illness in the immediate family. There will be no cap placed on the accumulation of sick leave.
- C. (1) Each teacher will be allowed two (2) days leave of absence for personal reasons. This will be non-cumulative but not deducted from leave of absence for personal illness. Unused personal days will be added to the employee's accumulated sick leave at the end of each school year.  
(2) Application for personal days will be made on the prescribed form in the appendix of this agreement.

D. Sick Leave Bank:

The District agrees to coordinate a sick leave bank for use by the professional staff. The purpose of the bank will be to provide professional staff members who are members of the bank with additional sick leave in the event of a serious injury, surgery, or cases of serious illnesses that would result in at least ten (10) consecutive school days of absence. Sick leave bank days will be for the bank members own personal illness only. The following criteria will be applied to the use, installation and management of the sick leave bank:

- (1) Professional staff employees will be allowed to donate two (2) days of their accumulated sick days to the bank by October 1<sup>st</sup> of a given school year by applying for membership with the appropriate form. No employee can become a member without donating a minimum of two (2) days.
- (2) Sick bank days must be requested in writing to the Business Official using the Sick Leave Bank Request Form (Appendix D of this agreement). Any staff member may apply for sick bank leave if they have contributed to the bank.
- (3) A member of the sick bank may not utilize same before his/her own sick leave is exhausted.
- (4) The total number of sick leave days granted for any bank members cannot exceed sixty (60) days during a school year. Reapplication will be made at intervals of twenty (20) days following the application process.
- (5) First and second year teachers at Newfield Central will be allowed to contribute two (2) days for sick bank membership which may be withdrawn if needed. Said withdrawal will disqualify the staff member from sick bank for that year. The employee must then reapply for membership.
- (6) The Business Official will initiate a meeting of a Board of Review comprised of two (2) teachers, Superintendent or his/her representative, and the Business Official. The School Physician and/or individual physician may be consulted for information for the Board of Review to use in making their decision. A majority vote will determine authorization.

- (7) The District will maintain the bank and all arrangements are to be made by the District office. An accounting of the sick leave bank (days and members) will be provided annually by the District to the Association President by November 1<sup>st</sup>.
- (8) If and when the bank drops below forty (40) days, the leadership of the Teachers' Association will solicit the membership for voluntary contributions to replenish the bank. The number of days within the sick bank will be replenished in half (.5) day units.

The sick leave bank will be used to supplement workmen's compensation insurance. The combined total of the insurance plan and sick leave bank cannot exceed the total daily rate of an employee.

E. Bereavement: The District shall grant at least five (5) school days and, in the event of hardship, may grant up to eight (8) school days leave with pay to any teacher in the event of a death in his/her immediate family. The District shall grant one (1) work day for bereavement leave with pay for any unit member in the event of the death of an aunt or uncle or niece or nephew or the death of a former spouse. If a unit member presents a case of hardship, the Superintendent, in his discretion can add bereavement days for the death of an aunt, uncle, niece, nephew, or for the death of a former spouse.

F. Parental Leave:

- 1) Any teacher who is the parent of a natural or adopted minor child shall be entitled to unpaid leave of absence of up to two (2) years in order to care for said child. Request for such leave shall be made at least sixty (60) days prior to the commencement of the leave except in the case of adoption if the time is unknown. In such case, the teacher shall give as much notice as possible.
- 2) The teacher shall indicate at the time of his/her request for parental leave, the length of such leave.

- 3) A request for a parental leave extension shall be made at least sixty (60) days prior to the original leave expiration date.
- 4) The teacher shall be restored to the same or an equivalent position as the teacher occupied prior to the taking of the leave.

G. Other Leaves: The District may grant other leaves of absence.

H. Visitation Days: Teachers may request one (1) day per year to visit other schools, provided such request is approved by the superintendent.

I. Sabbatical Leave: For the 2010-2014 school years, there shall be a moratorium on Sabbatical Leaves.

- 1) Eligibility and Purpose: Any teacher with permanent certification who has been employed in Newfield Central School for seven (7) consecutive years, may apply for sabbatical leave for the purpose of formal study or educational travel. Such leave is intended to improve the ability of professional employees to render educational services to the school.
- (2) Sabbatical leave shall be for two (2) full semesters at one-half the salary or one (1) full semester at full salary earned immediately prior to taking the leave.
- (3) The number of people granted such leave will be at the discretion of the District. Their objective is to grant such leave to not less than one (1) person, providing that such number of qualified applicants make application. Selection would be based on:
  - (a) Length of service;
  - (b) Desirability of purpose of such leave;
  - (c) Availability of an adequate replacement for the period of the sabbatical.
- (4) Rules for Application: Application shall be made to the Superintendent with copies to the Building Principal and the Professional Advancement Committee of the Teachers' Association, and shall completely outline:

- (a) The course of study in residence at a college or university, either at home or abroad. Before final approval shall be given, the applicant shall submit a statement from the Dean of Admissions of the school, attesting to the individual's acceptance and the fact that the program is for full time during the period registered.
  - (b) The program must indicate educational objectives in direct relation to the applicant's field of endeavor. Application must be made as early as possible but not later than December 1st of the year preceding the date of effective leave with tentative Board decision February 1st for the next academic year. The final decision would be made by June 1st.
- (5) Reporting: Each applicant must agree to make a written report to the Superintendent during each semester or summer session of such leave and to submit official transcripts at the end of the leave for work taken at the institution or a complete travelogue and written paper concerning an analysis of the educational significance of the travel.
- (6) Miscellaneous:
- (a) Credit for hours earned will be reflected in salary by current schedule at the end of the program. Teachers will be treated as if present for automatic salary increment.
  - (b) Disability while on Leave:  
If a teacher on sabbatical is unable to fulfill the purposes thereof by reason of illness as substantiated by proper medical statements or other legitimate reason beyond his control, the sabbatical shall continue its full term; and when the disability is removed, the teacher shall continue with the fulfillment of the sabbatical purpose.
  - (c) Conditions of Return:
    - (1) Upon expiration of leave, the teacher will be restored to his position or to one of like nature and status.
    - (2) As a condition precedent to granting sabbatical leave, the teacher shall agree in writing that in the event of his failure to return to employment at Newfield Central School, or his voluntary resignation therefrom before two (2) years after termination of his sabbatical leave, then, unless waived by the Board, the

teacher will repay the amount of his gross pay plus retirement costs, social security and health insurance paid by Newfield Central School over a period of not more than five (5) years or in a lump sum at the teacher's discretion.

- (d) Non-Performance: Once sabbatical leave has commenced, failure to successfully complete and attain minimal university standards in the approved sabbatical program due to reasons other than specified in 6b above, shall cause forfeiture of all salary benefits incurred under the terms of the sabbatical agreement unless waived by the Board of Education.
- (e) In those cases when the semester break in the District does not coincide with the beginning of the semester at the college or university, the teacher shall be released in time to begin the college/university semester. The District reserves the right to require the teacher to make up this difference of days in a manner agreed to by the teacher, the Superintendent or designee, and the Association President.

J. Teacher Conferences:

In an effort to continually encourage teacher education and to insure awareness of new techniques and materials, teachers will be allowed to attend conferences upon proper application. The District will cover the cost of the substitute for the teacher, the teacher's salary, and the approved conference fees and travel expenses. The District will approve only educational conferences. Written application for such education conference shall be made to the immediate supervisor at least one (1) month in advance. The purpose of the conference and the costs shall be explained. The immediate supervisor will forward such application to the Superintendent with a written recommendation. The District shall grant final approval/disapproval, judging each application on its individual merits and the availability of Board of Education approved substitute teachers. Unit members required by the District to attend a conference will be given seven (7) days notice.

**ARTICLE VI**  
**WORKDAY, WORKWEEK, & PART-TIME EMPLOYMENT**

A. Work Day:

The regular workday for teachers shall be:

Grades 6-12: 7 hours and 10 minutes;

Grades K-5: 7 hours and 10 minutes plus additional time each day at the time of student dismissal when teachers must remain at work to see that students are safely loaded on the buses.

The Association recognizes and agrees that a unit member's responsibility entails the performance of duties and the expenditure of time beyond the regular work day for such things as help to students, parent-teacher conferences, faculty meetings, and open house. Normally, formal after school faculty meetings are held once a month during the work year. Unit members may be excused from a faculty meeting by securing the advance permission of the building principal.

B. Lunch Period:

All elementary and secondary school teachers shall be provided with at least a thirty (30) minute duty-free lunch period each day.

C. Preparation Period:

There will be a minimum preparation period of thirty (30) minutes per day. In the event of a shortened day for any portion of the staff, their preparation period will be part of the difference between the old dismissal time and new dismissal time for students.

D. Master Schedule:

After the master schedules for grades K-5 and 6-8 have been developed, the principals will give special area teachers the opportunity to review the schedules and offer recommendations for improvement.

**ARTICLE VII**  
**TEACHER EVALUATION**

The procedures and forms outlined in the attached document, *The Newfield Central School District Annual Professional Performance Review (APPR)*, are incorporated by reference.

**ARTICLE VIII**  
**EMPLOYEE DISMISSAL**

- A. No employee will be dismissed without just cause.
  
- B. In the event that the District is considering the dismissal of an employee or termination of an employee's services at the expiration of his/her probationary period, it will provide at least one written warning and will schedule a meeting among the immediate supervisor, the employee, and at his option, the Association representative for the purpose of improving his performance in order to continue his employment.
  
- C. Following such conference, if the District still determines that the employee should be dismissed, the employee will receive a minimum of sixty (60) days written notice. The notice will specify reasons for dismissal.
  
- D. Any employee dismissed under this article has the right to invoke grievance procedure if he disagrees with the action.

**ARTICLE IX**  
**PERSONNEL FILE**

A. Review of Personnel File:

- (1) Within one working day of receipt of a written request, a teacher will be provided an opportunity to review and make copies of non-confidential personnel data concerning him/herself. All such material will be kept in one official personnel file located with the Superintendent. A teacher will be entitled to have a representative of the Association accompany him during such review. Only those who have an official right and reason for so doing may inspect a teacher's files, and said files shall not be open to public inspection except upon specific consent by the teacher.
- (2) A teacher will be given a copy of any material that relates to that member's conduct, service, character or personality, to be placed in the teacher's personnel file. Such material will carry the notation "cc: Personnel File".
- (3) The teacher has the right to submit a written response to materials which are derogatory to his/her conduct, service, character or personality. This response is to be signed by the teacher and attached to the material in question.
- (4) All material placed in a teacher's personnel files will clearly identify the author.
- (5) Grievances, answers and settlements will not be placed in bargaining unit member's' personnel files except when both parties agree that settlement material needs to be a matter of record.

**ARTICLE X**  
**CLASS SIZE**

The District and the Association agree that it is in the best interests of the educational program to continually review the impact of class size on the program. To this end, the parties agree to establish a committee to consist of teachers and administrators. This committee shall study this problem and make known its recommendations to the superintendent. The committee shall consist of one member of the Association, one member of the administration and a third member to be agreed upon by these two. Nothing in the above paragraph precludes the enlargement of the committee if it will facilitate its work.

**ARTICLE XI**  
**SALARY SCHEDULE**

A. Salary Increases

1. Salary Increases 2010-2011 School Year.

Each returning unit member is to receive an increase in her/his base salary of two and one-half percent (2.5%) over her/his base salary paid for the 2009-2010 school year.

2. Salary Increases 2011-2012 School Year.

Each returning unit member is to receive an increase in her/his base salary of two percent (2.0%) over her/his base salary paid for the 2010-2011 school year plus two percent (2.0%) of his/her longevity payment for this year. The total of these two increases will be considered the base salary for 2012-2013.

3. Salary Increases 2012-2013 School Year.

Each returning unit member is to receive an increase in her/his base salary of two percent (2.0%) over her/his base salary paid for the 2011-2012 school year after longevity, if applicable, is added to the base salary.

4. Salary Increases 2013-2014 School Year.

Each returning unit member is to receive an increase in her/his base salary of three percent (3.0%) over her/his base salary paid for the 2012-2013 school year after longevity, if applicable, is added to the base salary.

B. Bargaining unit members can elect to receive their salaries in either twenty-one (21) or twenty-six (26) equal installments. On the first day of school for teachers, teachers shall elect either a 21 or 26 pay period schedule on the form provided by the District.

C. Part-Time Teacher Payment and Fringe Benefits

For part-time teachers, health insurance, master degree payments and payments by virtue of Article XIV, and other fringe benefits, will be pro-rated based upon the percentage of the day they are employed. For the purposes of determining fringe benefits, Pre-K teachers will be considered full-time employees.

1. High School & Middle School

As full time is currently the assignment of nine (9) periods including:

- a. At least five (5) teaching periods and four (4) other assignments being two (2) duty assignments, one (1) preparation period and one (1) duty free lunch period; OR
- b. The assignment of six (6) teaching periods, (2) two preparation periods and (1) one duty free lunch then:
  - i. A part-time teacher who teaches two (2) such periods and has another assignment would be paid on the basis of .4 FTE.
  - ii. A part-time teacher who teaches three (3) periods and has another assignment would be paid on the basis of .6 FTE;
  - iii. A part-time teacher who teaches four (4) such periods and has one (1) or two (2) other assignments would be paid on the basis of .8 FTE

- c. The District will make every reasonable effort to plan the schedules of part-time teachers so that the work can be done in consecutive periods/minutes. Where this does not appear possible, the District agrees to meet upon request of the Association to explain the non-consecutive work schedule.

2. Elementary Teacher

A part-time elementary teacher's pay will be determined by reference to that portion of the normal elementary workday that is actually worked.

Teaching Assistant

Full time Teaching Assistants will work a 7 hour 10 minute day, which will include one 30 minute duty free period and one 30 minute lunch period. A full time Teacher Assistant will be considered as full time employees for the computation of benefits.

- D. Hiring Schedule: Any newly hired bargaining unit member is to be paid in accordance with the "hiring schedule" set out below.

**NEWFIELD 2010-2014**

<b>STEP</b>	<b>A B.S.</b>	<b>B B.S. +6</b>	<b>C B.S. +12</b>	<b>D B.S. +18</b>	<b>E B.S. +24</b>	<b>F B.S. +30</b>	<b>G B.S. +36</b>
1	35,867	36,067	36,267	36,467	36,667	36,867	37,067
2	36,117	36,317	36,517	36,717	36,917	37,117	37,317
3	36,367	36,567	36,767	36,967	37,167	37,367	37,567
4	36,617	36,817	37,017	37,217	37,417	37,617	37,817
5	36,867	37,067	37,267	37,467	37,667	37,867	38,067
6	37,117	37,317	37,517	37,717	37,917	38,117	38,317

- E. Teaching Assistants starting salary will be 55% of the Step 1 teacher salary, with increases as negotiated in this agreement

F. In order to calculate the salary of teachers who were on an unpaid leave of absence for the prior year:

- (1) If the leave was for a time greater than ninety (90) days, the teacher's last year of full employment shall be used as the base.
- (2) If the leave was for ninety (90) days or less, the teacher's salary shall be based on earned teaching salary base during the year in which the leave was taken.
- (3) Teachers who are part time or are only employed for part of a year shall have the same concept applied and their salary adjusted accordingly.

G. Explanation of Minimum Salary Schedule:

- a - Bachelor's Degree and/or Provisional/Initial Certification.
- b - Bachelor's Degree and Provisional/Initial Certification + 6 hours graduate credit.
- c - Bachelor's Degree and Provisional/Initial Certification + 12 hours graduate credit.
- d - Bachelor's Degree and Provisional/Initial Certification + 18 hours graduate credit.
- e - Bachelor's Degree and Provisional/Initial Certification + 24 hours graduate credit.
- f - Bachelor's Degree + 30 graduate hours and Permanent/Professional Certification.
- g - Bachelor's Degree + 36 graduate hours and Permanent/Professional Certification.

H. Prior Teaching Experience:

- (1) Full credit for experience gained during the two (2) years directly preceding employment at Newfield Central School;
- (2) One (1) year credit for each two (2) years experience during the eight (8) years directly preceding the two (2) mentioned above.

I. A unit member who has attained a Master's Degree or permanent certification in the tenure area of appointment will receive a \$800 per year stipend. Second semester appointments will receive \$450 for the remainder of the school year

An official transcript must be received by the Superintendent prior to October 1st for the fall semester and March 1st for the spring semester. The master's stipend is not to be included in the individual's base salary.

J. At the time of initial appointment, the District reserves the right to grant a salary beyond the hiring schedule to any individual.

K. Calculation of Salary Adjustment

(1) Salary adjustments or deductions shall be made in accordance with the following percentages for each school day involved:

(a) For teachers on twelve (12) month basis at the rate of 1/240th of present salary.

(b) For all other professionals, at the rate of 1/200th of annual salary.

L. Jury Duty:

Personnel serving on a jury will be compensated at their regular salary.

M. Mileage for School Business:

School vehicles will be used whenever possible. The current Internal Revenue Service rate for mileage will be paid for use of personal vehicle if a school vehicle is not available. If a school vehicle is available and the individual elects to use his own car, the Board of Education will pay thirteen cents (.13) per mile.

N. Longevity Stipend:

Effective July 1, 2009 to July 1, 2012 each bargaining unit member who completes ten (10) years of service at Newfield Central School District shall receive an annual stipend of \$200. Such stipend shall be paid in the last paycheck of the school year at the end of ten (10) years of service and in every year thereafter that the bargaining member completes (e.g.-at the end of years 10, 11, 12, 13, 14, and so forth).

Effective July 1, 2007 to July 1, 2012 each unit member who completes fifteen (15) years of service at Newfield Central School District shall receive an annual stipend of \$500. Note: Such stipend will be paid in the last paycheck of the school year at the end of fifteen (15) years of service and in every year thereafter that the bargaining member completes. (e.g. at the end of years 15, 16, 17, 18, 19).

Effective July 1, 2008 to July 1, 2012 each bargaining unit member who completes twenty (20) years of service at Newfield Central School District shall receive an additional annual stipend of \$400. Note: Such stipend will be paid in the last paycheck of the school year at the end of twenty (20) years of service and in every year thereafter that the bargaining member completes. (e.g. at the end of years 20, 21, 22, and so forth).

Effective July 1, 2009 to July 1, 2012 each bargaining unit member who completes twenty-five (25) years of service at Newfield Central School District shall receive an annual stipend of \$500. Such stipend shall be paid in the last paycheck of the school year at the end of twenty-five (25) years of service and in every year thereafter that the bargaining member completes. If a unit member on July 1, 2009 has already completed 25 or more years of service to NCSD, the stipend payment will be made in the last paycheck of the 2009-2010 school year and in every year thereafter that the bargaining unit member completes (e.g.-at the end of years 25, 26, 27,28, 29, and so forth).

Effective July 1, 2012, each returning unit member who had been receiving a stipend for their 10<sup>th</sup>, 15<sup>th</sup>, 20<sup>th</sup> or 25<sup>th</sup> year will now have that amount become part of their base pay in lieu of receiving a check at the end of each year. Longevity amounts will be added to base pay at the beginning of the year in which the anniversary occurs.

10 years	\$200	20 years	\$400
15 years	\$500	25 years	\$500

**ARTICLE XII**  
**DEDUCTIONS**

A. Association Dues/Agency Fee

- (1) The Newfield Central School District agrees to deduct from the salaries of the bargaining unit members dues for the Newfield Central School Teachers' Association and its affiliates or an agency fee in an amount equivalent to the dues levied by the Association. The District shall, within two (2) working days after the last pay date of each month during which dues/agency fee are deducted, transmit the amount collected to the treasurer of the Newfield Central School Teachers' Association. The final transmittal shall be accompanied by a list of each member 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 shall show the date of commencement of such deductions.
  
- (2) The Association named in Section #1 above shall certify to the district, in writing, the current rate of its membership dues/agency fee on an annual basis. The Association shall give the District thirty (30) days notice prior to the effective date of a membership dues/agency fee rate change.
  
- (3) Deductions shall be made in the following manner: the total annual membership dues for the Association or agency fee (certified as named in #2) shall be deducted in eighteen (18) equal installments beginning with the fourth (4th) pay period of the school year.
  
- (4) Should the legislation providing for mandatory agency fee be revoked, this section of the contract shall be rewritten to eliminate reference to agency fee.

B. Other Deductions

- (1) Provisions will be made for deduction, upon proper request, in favor of any unit member from any recognized banking institution in accordance with the bank's instructions.  
  
Employees will pay for any banking fees incurred for these deductions.
  
- (2) Bargaining unit member authorization shall be in writing on the form provided (see Appendix) in the contract. Additional authorizations submitted at least two (2) weeks prior to any regularly scheduled pay date shall be honored and deductions made for the balance of the scheduled deduction. Bargaining unit members can change deductions or withdraw authorization for same to a maximum of four (4) times during the contract year (i.e. 7/1-6/30) except in emergency situations in which case the member will inform the Superintendent of the nature of the emergency requiring the District to waive the maximum limit.
  
- (3) A bargaining unit member may withdraw the authorization(s) at any time by written notice that is received by the District at least two (2) weeks prior to the effective pay period. Bargaining unit members can change deductions or withdraw authorization for same to a maximum of four (4) times during the contract year (i.e. 7/1-6/30) except in emergency situations in which case the member will inform the Superintendent of the nature of the emergency requiring the District to waive the maximum limit.
  
- (4) Notwithstanding #2 and #3 above, enrollment and/or withdrawal in New York State United Teachers' Member Benefits may be authorized only two (2) times a school year--during the month of September and during the month of January.

(5) Tax Sheltered Annuities

- (a) The District agrees to enter into a salary reduction agreement in accordance with 403(b) of the Internal Revenue Code and 3109 of the Education Law and deduct monies from the salaries of employees who have authorized the deduction for the purposes of purchasing a tax-sheltered annuity and to transmit such monies thus deducted to the authorized company providing the annuity.
- (b) The decision to invest in any particular investment vehicle is that of the employee and not the District. The employee bears the risk of loss for his/her investment decisions.
- (c) Contributions shall be deposited into the 403 (b) account selected by the unit employee.
- (d) This agreement shall be subject to IRS regulations and rulings. Should any provision of the agreement be declared contrary to law, then such portion shall not be deemed valid and subsisting, but all other portions shall continue in full force and effect. As to those portions declared contrary to law, the Association and Employer shall promptly meet and alter those portions in order to provide the same or similar benefit(s) which conform, as closest as possible, to the original intent of the parties.
- (e) This agreement shall further be subject to the approval of the 403 (b) provider, which shall review Agreement solely as a matter of form and as the provider of investment products designed to meet the requirements of Section 403 (b) of the Internal Revenue Code.
- (f) Both the employer District and unit employee are responsible for providing accurate information to the 403 (b) Provider.

(g) Authorization for such deductions shall be in writing on a form provided by the District, signed by the individual and placed on file prior to the first deduction. This authorization shall be considered a permanent authorization for the deduction for the duration of the individual's employment in District unless the individual notified the District in writing.

(h) In addition, should a determination be made that the annuity provider has not complied with the requirements of the Internal Revenue Code or its implementing regulations, the parties agree to meet and enter into negotiations to transition to investment vehicles that are in compliance with the IRC or regulations.

(i) This section of the Agreement shall take effect upon its approval by both parties and shall continue in effect thereafter unless and until modified by a subsequent written agreement approved by both parties.

### **ARTICLE XIII** **CO-CURRICULAR/EXTRA DUTY ACTIVITIES AND ATHLETICS**

#### A. Extra-Curricular Appointments

- 1) Any clubs or athletic teams that require extra time outside the regular school day and/or special school expenditures must be approved by the Board of Education on an annual basis. If approved, advisors/coaches will be appointed and positions will be listed on the extra-curricular assignment sheet at the negotiated rate of pay. All advisors/coaches will hold current Red Cross CPR and AED certifications by September 1, 2004. The District shall provide training for advisors and coaches at no expense to members of the Association. However, should a unit member take Red Cross CPR and AED certification training outside of the District and at their own expense, they shall not be reimbursed for

the cost of such training. A proposal for any additional co-curricular or extra-curricular activities may be made throughout the school year. No bargaining unit member other than coaches or advisors will have as an expectation of employment the requirement that he/she attend functions as an AED administrator.

- 2) Each year prior to April 1<sup>st</sup> (for Spring sports only contact will be made prior to November 1st), the Superintendent or designee will contact each teacher holding a co-curricular or athletic position. If the incumbent's performance has been acceptable to the District and the incumbent states a desire to continue in the co-curricular/extra duty position, such incumbent shall be recommended for that position. The Board of Education shall act upon such recommendations within one (1) month and the incumbent shall be notified in writing.
- 3) Those positions shall be deemed vacant for which either the District determines the incumbent's performance is not acceptable or the incumbent expresses a desire not to continue and submits a letter of resignation. Such vacant positions shall be posted not later than May 1st for a period of ten (10) school days. (For Spring sports only, such postings shall occur not later than December 1<sup>st</sup>.) Such postings shall include the duties and compensation for the vacant position. Those teachers requesting new assignments will be asked to indicate preparation for the positions.
- 4) Qualified bargaining members shall be given priority for co-curricular/extra duty positions. If no bargaining unit member applies within ten (10) working days of the posting, the District may assign the position to a non-bargaining unit member.
- 5) If there are no qualified applicants, then the District reserves the right to assign a bargaining unit member to that position.

6) Stipends and Points – Stipends for co-curricular and athletic positions have been established through a points matrix utilizing the following criteria:

- a) Student contact hours beyond the teaching day
- b) Average number of students per advisor/coach
- c) Degree of public exposure and public expectations
- d) Preparation (planning) time
- e) Equipment and materials management
- f) Adults supervised on a regular basis
- g) Instructional and/or organizational skills necessary
- h) Obligated travel supervision

Each point is worth the following dollar amounts: Effective July 1, 2012 - \$127

7) Longevity Stipend – A longevity incentive will be awarded to any individual beginning their fifth, tenth or fifteenth consecutive year in the same or similar co-curricular or athletic position (sport specific) with Newfield Central School District. The stipends will be non-cumulative. The incentive will be paid based on a percentage of step one salary in the contract year of 2005-2006 (\$32, 510):

<u>Category</u>	<u>Base Stipend Range</u>	<u>Calculation</u>	<u>5-9yrs</u>	<u>10-14yrs</u>	<u>15yrs and beyond</u>
1	1-14 points	\$ Value	\$293.00	\$439.00	\$683.00
		% of base	.90	1.35	2.10
2	15-23 points	\$ Value	\$390.00	\$585.00	\$910.00
		% of base	1.20	1.80	2.80
3	24 or more points	\$ Value	\$488.00	\$731.00	\$1138.00
		% of base	1.50	2.25	3.50

With regard to the longevity incentive, if after a hiatus, the unit member returns to coaching a sport or similar co-curricular position:

- a) If X coached or advised less than ten (10) years before the hiatus, X begins at starting point and remains at low end for three (3) years, after which X gets all former service credit as a coach or advisor (sport specific) for that following

year. It is the responsibility of the coach or advisor to notify the District office of prior experience upon appointment to the position.

- b) If Y coached or advised more than ten (10) years before the hiatus, Y gets all former service credit as a coach or advisor (sport specific) the first year back. It is the responsibility of the coach or advisor to notify the District office of prior experience upon appointment to the position.

- 8) Certified Teacher Coaches – For the duration of this contract Certified Teacher Coaches, defined as all certified teachers, including Physical Education teachers, who have completed the entire series of courses required by the New York State Education Department for teacher coaches, will receive yearly point value increases and be eligible for Longevity Stipends.
- (9) Non-Certified Teacher Coaches – For the duration of this contract Non-Certified Teacher Coaches, defined as all certified teachers with the exception of Physical Education teachers who have not completed the entire series of courses required by the New York State Education Department for teacher coaches, will be placed on and remain in the 2002-2003 base coaching step. Teacher coaches who have not completed required coaching coursework will also not be eligible for Longevity Stipends.
- (10) Non-Certified Coaches – For the duration of this contract, non-certified coaches, defined as coaches who are not certified teachers and do not hold valid New York State Professional Coaching Certificates, will be placed on and remain in the 2002-2003 base step. Non-certified coaches will also not be eligible for Longevity Stipends. Non-certified coaches who have obtained a valid New York State Professional Coaching Certificate will be eligible for yearly point value increases and Longevity Stipends.
- (11) Non-Certified Advisors – For the duration of this contract, individuals filling co-curricular positions who are not certified teachers or teacher assistants in the State of New York will be placed on and remain in the 2002-2003 base step for any co-curricular position in which they have been appointed. Non-certified individuals will also not be eligible for the above described longevity stipends.

B. Co-Curricular Activities

1. Procedures for Establishing a New Co-curricular Activity

All clubs or athletic teams which require extra time outside of the school day or additional expenditures must be approved by the Board of Education on an annual basis. If approved, coaches/advisors will be appointed and positions filled on the extracurricular pay scale at the agreed upon rate of pay. Proposals for additional activities may be made at any time during the school year. Submissions should contain a short and long-range plan to include:

- a) Purpose of the activity;
- b) Proposed meeting times/hours;
- c) Target group/population;
- d) Satisfactory responses to all club requirements as outlined below:
  - i. Active membership (minimum of ten (10) students);
  - ii. Minimum of two (2) meetings per month
  - iii. Officers elected where appropriate
  - iv. Minimum of one (1) exhibit/product/event per school year;
  - v. Fundraising goals;
  - vi. Community service goals;
  - vii. School budget need(s);
  - viii. Action plan for club due to immediate supervisor by October 1<sup>st</sup> of each school year;
  - ix. End of school year report due by June 15<sup>th</sup> of school year.

2) Co-Curricular Activities List, Point Value and Advisor Salary

<b>Advisors</b>	<b>Points</b>
6 <sup>th</sup> Grade	7
7 <sup>th</sup> Grade	7
8 <sup>th</sup> Grade	10
9 <sup>th</sup> Grade	10
10 <sup>th</sup> Grade	10
11 <sup>th</sup> Grade	10
12 <sup>th</sup> Grade	16
HS Student Council	18.5
MS Student Council	14
ES Student Council	11.5
HS Yearbook	29.5
MS Yearbook	5.5
ES Yearbook	5.5
HS/MS Band	18
ES Band	8.5
HS/MS Chorus	18
ES Chorus	8.5
Auditorium Manager	22
HS Drama Dir. –1 Prod./Year	30
HS Drama Dir. –2 Prod./Year	34
HS Drama Asst. –1 Prod./Yr	20
HS Drama Asst. –2 Prod./Yr	21.5
HS Musical Director	20
HS Technical Director	10
M.S. Drama Dir.	15
MS Musical Director	10
MS Technical Director	10
HS Honor Society	18.5
MS Honor Society	14
Literary Magazine	8.5
Technology Association	8.5
FHA	8.5
Art Club	10
Varsity Club	8.5
SADD	8.5
Academic Advisors (3)	8.5
Interact Club	10
Travel Club	11

3) Co-Curricular Advisor Salary

One half of the salary will be paid in January. The remaining half will be paid in June, pending the completion of all co-curricular assignment responsibilities.

C. Athletics

1. Procedure for establishing a new athletic activity - all clubs or athletic teams that require extra time outside the regular school day or additional school expenditures must be approved by the Board of Education on an annual basis. If approved, coaches/advisors will be appointed and positions filled on the extracurricular assignment sheet at the negotiated rate of pay.

Submissions should include a short and long-term plan including:

- a. Purpose
- b. Proposed target student group
- c. Budget Plan – coach(es), supplies/equipment, transportation, etc.

Plan must be submitted to the Athletic Director by December 1<sup>st</sup> of the current school year for implementation the next school year.

2. Athletic Salaries

One half of the salary will be paid at the mid-point of the season. The remaining salary will be paid at the conclusion of the season, pending that all responsibilities have been completed and a claim form has been submitted and approved by the Athletic Director.

3. Extra-curricular and Coaching Positions, Point value and Salary Schedule

<b>Position</b>	<b>Points</b>
Athletic Director	50
Varsity Football	34
Assistant Football (2)	20
Modified Football	17
Varsity Boys Soccer	24
Modified Boys Soccer	14
Varsity Girls Soccer	24
Modified Girls Soccer	14
Varsity Volleyball	24
JV Volleyball	18
Varsity Cheerleading – Fall	18.5
Mod. Cheerleading – Fall	14
Varsity Cheerleading – Win.	24
JV Cheerleading – Winter	18
8 <sup>th</sup> Gr.Cheerleading–Winter	14
7 <sup>th</sup> Gr.Cheerleading–Winter	14
Varsity Boys Basketball	34
JV Boys Basketball	26
8 <sup>th</sup> Grade Boys Basketball	14
7 <sup>th</sup> Grade Boys Basketball	14
Varsity Girls Basketball	34
JV Girls Basketball	26
8 <sup>th</sup> Grade Girls Basketball	14
7 <sup>th</sup> Grade Girls Basketball	14
8 <sup>th</sup> Grade Volleyball	14
7 <sup>th</sup> Grade Volleyball	14
Varsity Boys Track	30.5
Varsity Girls Track	30.5
Winter Track	30.5
7 <sup>th</sup> & 8 <sup>th</sup> Grade Boys Track	16
7 <sup>th</sup> & 8 <sup>th</sup> Grade Girls Track	16
Varsity Baseball	27
JV Baseball	20
7 <sup>th</sup> and 8 <sup>th</sup> Grade Baseball	16
Varsity Softball	27
JV Softball	20
7 <sup>th</sup> and 8 <sup>th</sup> Grade Softball	16

D. Chaperoning of Home Events and Spectator Buses

All chaperoning of home events and spectator buses will be on a voluntary basis. If, after a reasonable time, there are insufficient volunteers, the school administration shall assign teachers to such chaperoning duties as necessary. This shall be done in a fair and equitable manner.

Chaperoning of home events will be compensated at .00107 times the base salary per event for the first three hours (rounded to the nearest dollar). Any hour over three, shall be compensated at the rate of \$10.00 per hour. Chaperoning of spectator buses will be at the rate of .00137 times the base salary per event. Any hour over four shall be compensated at the rate of \$8.00 per hour.

E. Department Chairpersons:

The major responsibilities of the department chairperson shall be:

- (1) Will coordinate the submission of an annual budget for the department or unit. Department Chairs may be asked to make subsequent revisions to the initial budget.
- (2) Will hold regular department meetings, at least five (5), over the course of the school year.
- (3) Will visit the classrooms of teachers in the department or unit. Such visits will not be for the purpose of formal observations and/or evaluation. Using peer coaching techniques, Department Chairs will endeavor to provide helpful, constructive feedback to teachers on all aspects of their instructional endeavors. (If necessary, release time will be provided to the team to allow for classroom observation.)
- (4) Will complete a curriculum project germane to the department. Each project will be negotiated on an annual basis. Proposed curriculum projects will be described in sufficient detail that candidates for Department Chair positions will know with some specificity what is expected.
- (5) In most cases, the grade span will be grades 5-12.
- (6) The Department Chairperson(s) will be responsible to the appropriate supervising principal or principals.

**ARTICLE XIV**  
**STAFF DEVELOPMENT**

A. In-Service Education:

The District will continue to sponsor in-service education programs that are designed to improve the competency of the teaching staff. All elementary, secondary, and special education teachers are expected to participate in appropriate in-service programs. To effectively implement these programs a Professional Development Committee shall be formed for the purpose of planning and organizing in-service workshops. This committee shall present their proposal to the Board of Education for its consideration by the regular June Board of Education meeting. This shall not preclude the addition of other in-service programs.

B. Teacher Mentoring Program

The District and the Association agree to participate in a teacher mentoring program, in part, to fulfill the proposed NYS Education Department's requirement to have such a program for a candidate for a professional certificate in the first year of employment, unless the unit member has formerly successfully completed two (2) years of teaching experience in which case a mentor will not be assigned. If at any time during the life of this Agreement the NYS Education Department abolishes or fails to implement this requirement under part 80.3.4 of the Commissioner's Regulations, the provisions of the Agreement relating to this mentoring program shall be null and void.

1. Procedures

- a) A Mentor Coordinator will work with the Association President and Superintendent to consider and recommend appropriate mentors.
- b) Each recommended mentor will:
  - i. Be a volunteer
  - ii. Be tenured
  - iii. Be certified in the area in which s/he is to mentor
  - iv. Have knowledge of instructional/learning theory

- v. Have the ability to transfer teaching theory into practice
  - vi. Have interpersonal and communication skills
  - vii. Have an understanding of the concept and value of continuous professional development
  - viii. Have the ability to hold certain information confidentially
- c) The Mentor Coordinator will recommend a teacher to mentor the first year teacher. The Superintendent, if s/he agrees with the recommendation, will make this recommendation to the Board for its approval.
  - d) The mentor teacher and the appropriate building administrator will plan for release time when the mentor may observe the teacher and assist in classroom planning. This shall not conflict with the mentor's lunch and preparation periods.

## 2. Confidentiality

- a) Consultations and observations by the mentor shall be advisory and confidential to the mentor, mentee and the building administrator. The evaluation of the mentee teacher is to be as set forth elsewhere in the Agreement.
- b) The mentored teacher is not to evaluate the performance of the mentor other than to be able to communicate to the building administrator that the mentor/mentee teacher relationship is not working.
- c) The mentor is not to formally evaluate the performance of the mentee as that process is the responsibility of the District.

## 3. Compensation.

A mentor will receive an annual honorarium of \$300 or pro rata share if assigned for a period less than one year.

Beginning in July 1, 2012, the Mentor Coordinator will receive an annual honorarium of \$600 or pro rata share if assigned for a period less than one year.

C. Educational Credits for Teachers Who Hold Provisional or Initial Certificate

After July 1, 1986, the District will reimburse each teacher who earns graduate credits toward his/her master's degree that is required for permanent or professional certification in the tenure area of his/her probationary appointment. This is subject to the following conditions:

- (1) All credits must be at the graduate level and be part of a matriculated program for a master's degree.
- (2) The degree is to be necessary for permanent or professional certification in the tenure area of the teacher's probationary appointment.
- (3) The teacher must matriculate at a fully accredited college or university with a graduate program recognized by the New York State Education Department.
- (4) The teacher must have completed one (1) year of teaching at Newfield Central School and be returning the following school year.
- (5) A teacher who completes credits toward his/her degree in one semester must return and teach at Newfield Central School the following semester in order to be reimbursed. (i.e. If the credits are earned in the fall, the teacher must teach the next spring at Newfield Central School. If the credits are earned in the spring or summer, the teacher must teach in the fall at Newfield Central School.)
- (6) In the event that a teacher does not teach for the entire semester, and has been compensated for graduate credit earned during the previous semester, that teacher will reimburse the District any and all amounts paid to him/her for graduate credit during the previous semester.
- (7) Teachers will be reimbursed up to the rate of the current tuition of the State University of New York upon submission of the proper bills and official transcripts indicating successful completion of the credits.

- (8) Graduate credits earned under this program entitle the teacher to compensation as outlined in Article XIV - E (below).
- (9) The District will reimburse Teaching Assistants at the SUNY rate for undergraduate credits up to the Bachelor's Degree level or graduate credits taken up to the Master's Degree level, not to exceed twelve (12) credits per school year. Courses taken by Teaching Assistants for reimbursement must be approved by the Superintendent, who will use Section XIV, paragraph C, as the criteria for approval.
- (10) The District agrees to reimburse unit members for the reasonable cost of official college fees for such items as "college fee", "transportation fee", "activity fee", "technology fee", "athletic fee", and "parking fee" not to exceed \$150 per semester upon the submission of paid bills and official transcripts demonstrating completion of coursework associated with such college fees.

D. Educational Credits for Teachers Who Hold Permanent or Professional Certificate

In order to encourage teachers to maintain and/or improve their teaching skills, the District will: Reimburse up to the rate equal to the tuition for graduate credit or undergraduate credit at State University of New York (Cortland in the event that different tuition rates are set by S.U.N.Y.) any teacher on the Newfield faculty who successfully completes graduate or undergraduate credits that are germane to his/her teaching assignment.

The following conditions apply to this program:

- (1) All courses must be taken at an accredited college or university recognized by the State of New York.
- (2) All courses must be approved in advance.
- (3) The courses must be germane to, but not necessarily in the teacher's assignment.
- (4) The District will reimburse up to six (6) credits in a school fiscal year (7/1 - 6/30).
- (5) Teachers will be reimbursed up to the rate of the current tuition rate of the State University of New York upon the submission of the proper bills and official transcripts.
- (6) Credits earned under this program are not eligible for compensation under XIV - E (below).

- (7) The District agrees to reimburse unit members for the reasonable cost of official college fees for such items as “college fee”, “transportation fee”, “activity fee”, “technology fee”, “athletic fee”, and “parking fee” not to exceed \$150 per semester upon the submission of paid bills and official transcripts demonstrating completion of coursework associated with such college fees.
- (8) Any teacher or teaching assistant who requests reimbursement for the costs of the above described college fees must return and teach at Newfield Central School the following semester in order to receive such reimbursement. If a teacher claims reimbursement for official college fees paid for in the spring or summer, the teacher must return to teach in the fall semester. In the event that the teacher or teaching assistant does not return the semester following paying for such fees, they are not entitled to reimbursement. If a teacher or teaching assistant does not teach the entire semester following such reimbursement, and has been compensated for college fees expensed during the previous semester, that teacher or teaching assistant will reimburse the District any and all amounts paid to her/him the previous semester.

E. Graduate Credit:

1. Teachers shall earn an additional \$200 for every six (6) hours block of graduate credit earned in a program which leads to a permanent or professional certificate in the tenure area of appointment.
2. Teachers shall earn an additional \$200 for every six (6) hour block of District approved in-service training which they successfully complete (see paragraph 8 below).
3. Second semester credits will receive \$200 for every six (6) hour block of hours for the remainder of that school year.
4. No additional compensation for graduate hours will be paid beyond the unit member's attainment of permanent or professional certification in the tenure area of appointment unless it has the prior approval by the Board of Education.

5. The hours credited for additional compensation are only those hours earned after July 1, 1981.
6. Teachers eligible for additional compensation for six (6) or more additional graduate hours must provide official transcripts to the Superintendent prior to October 1st or March 1st of each year in order to receive compensation.
7. In order to receive in-service credit, a unit member must receive prior approval from the Superintendent. Fifteen (15) in-service hours equal one (1) hour of in-service credit for compensation purposes. Salary adjustments will be made in blocks of six (6) hours with no more than half of the graduate credits being in-service credits.
8. In-service credit is available only if the teacher assumes all expenses incurred by taking the in-service program. If a teacher's expenses are paid by the District, including a daily stipend, the teacher cannot use the in service toward salary adjustments.
9. Teaching Assistants will not be given salary compensation under Article XIV, section E, Graduate Credit.

## **ARTICLE XV** **RETIREMENT**

### A. Retirement - Cumulative Sick Leave:

- (1) Each unit member who retires from teaching will be compensated for each day of sick leave that the teacher has accumulated at the effective date of the teacher's retirement at a rate of sixty dollars (\$60.00) per day.
- (2) In order to be eligible for this benefit, the teacher must be eligible to retire according to the rules and regulations of the New York State Teachers' Retirement System or the New York State Employees Retirement System and must give written notice to the District no later than one hundred twenty (120) days prior to the effective date of the teacher's retirement. Payments will be made in a lump sum within thirty (30) days following the teacher's retirement. Effective July 1, 2012, accumulated leave pay shall be placed into a qualifying 403 (b) account. There is no cash option.

(3) Teacher Assistants covered by this agreement who retire while employed by the Newfield Central School District, will be compensated at the rate of \$30/day for each day of sick leave that the employee has accumulated.

B. Eligibility of Health Insurance (Retirees)

- (1) In order for Newfield Central School employees to be eligible for health insurance at the time of their retirement they must have fifteen (15) years of service with the Newfield Central School District, and be employed by the District at the time of their retirement. This applies to all employees hired after July 1, 1980.
- (2) The health insurance premium paid by the District for retirees will be frozen at the rate the District is paying at the time of the employee's retirement. For those already retired, the maximum rate of contribution shall be the rate paid as of July 1, 1982.
- (3) If a rate is negotiated that is less than what the District pays for any retiree, the new lower rate will become the maximum rate that the District will pay for each individual retiree.
- (4) It will be the retiree's responsibility to make payments to the District for the difference between the District's maximum contribution and the actual cost. The retiree shall make a quarterly payment on or before every calendar quarter, i.e. January 1, April 1, July 1, and October 1.

**ARTICLE XVI**  
**INSURANCE**

A. The District will participate in the Tompkins-Seneca-Tioga BOCES Cooperative Employee Benefits Fund or its equivalent (current level of benefits or better 7/1/86) as follows:

- (1) Individual Plan - Employee pays \$675 and the employer pays the remainder of the cost of the premium.
- (2) Family or Two Person Plan - The District agrees to pay eighty-five percent (85%) of the cost of the plan and the employee is to pay fifteen percent (15%) of the cost of the plan, but the employee contribution for a family plan or two (2) person plan shall not exceed \$2,550 per plan year.

Effective on July 1, 2007, or as soon thereafter as is reasonably possible, the District will offer a prescription drug plan that provides for a \$0 employee co-pay per fill for generic drugs, \$10 employee co-pay per fill for preferred brand name drugs and a \$25 per fill for non-preferred brand name drugs.

B. The stipend paid for not electing to use the health insurance program is to be \$850 for the life of the Agreement. Such stipend shall be paid with the last paycheck of the school year.

C. Dental Insurance

The District will offer dental insurance under the Guardian plan or under a mutually agreed upon plan that offers comparable benefits. Employees who elect coverage are responsible for the full premium cost of coverage. Elections to participate and authorizations for payroll deductions for premium payment must be made in writing on forms to be provided by the District. The District's obligation to offer dental insurance is conditioned on sufficient employee participation to permit the District to secure group coverage.

D. Flexible Spending Plan

The District agrees to make available the opportunity to set up flexible spending accounts for unit members which may be used for the unit employee's share of health insurance premiums, for unreimbursed medical expenses and for dependent care. Any such accounts will be required to meet all state and federal tax laws and regulations. With regard to unreimbursed medical expenses, the maximum amount of money that may be allocated up to July 1, 2013 shall be \$5000 per plan year. In accordance with the changing health care law, beginning with the 2013 plan year the maximum amount of money that may be allocated shall be \$2500 per plan year. The District agrees to pay startup administrative costs and the Association agrees to help the District sign up as many participants as is reasonably possible to keep the administrative costs at a minimal level.

- E. The employee annual deductible for the health care plans is to be as follows:
- (1) \$100 individual plan;
  - (2) \$100 per person to a maximum of three (3) for a family and two-person plan.  
(Maximum Dollar amount equals \$300.)
- F. The District agrees to set up Section 105 accounts for each unit member who is a covered employee as of October 1<sup>st</sup> of each contract year. Effective with the first plan year in the 2006-2007 school year, if reasonably possible to do in terms of setting it up, the District agrees to pay into each unit members §105 plan account the sum of \$100 per year, which will be pro rated for part time employees. The parties agree that the §105 plan account must be in compliance with all federal and NYS Laws. To the extent permitted by law and plan regulation, the money in these §105 plan accounts may be rolled over from plan year to plan year. In addition, to the extent permitted by Law, the District agrees to design a plan which will allow, at the time of retirement, for the use of any former unit member who has such an account, of the money therein for a period of time extending out two (2) calendar years from the date of retirement. The District agrees to pay the administrative fees for active unit members for these accounts. Upon retirement, the administrative fees will be paid out of the former unit member's §105 plan account.

**ARTICLE XVII**  
**RELEASED TIME**

- A. The District will continue its policy of granting released time based on the individual merits of each proposal. Previous policy shall not be regarded as a precedent for any future determination by the District.
  
- B. Parent-Teacher Conferences - Efforts will be made by both parties to develop an alternate acceptable release time schedule.
  
- C. Retirement Delegate:  
The District will grant up to two (2) days leave of absence per year to the duly elected voting delegate from Newfield Central School to the New York State Teachers' Retirement System. These two (2) days will not be deducted from the teacher's sick leave or personal leave.

**ARTICLE XVIII**  
**GRIEVANCE PROCEDURE**

- A. Declaration of Policy:  
*In order to establish a more harmonious and cooperative relationship between teachers, administrators and members of the Board of Education, which will enhance the educational program of the Newfield Central School District, it is hereby declared to be the purpose of these procedures to provide a means for orderly settlement of differences, promptly and fairly, as they arise and to assure equitable and proper treatment of teachers pursuant to established rules, regulations and policies of the district.*
  
- B. Definitions:
  - (1) Grievant - Shall mean any member of the bargaining unit or any group of such members.  
Grievant shall also mean the Newfield Central School Teachers' Association.

- (2) Supervisor - Shall mean any principal, assistant principal, immediate supervisor or other administrative or supervisory officer responsible for the area in which an alleged grievance arises.
- (3) Superintendent - Shall mean the person charged by the Board of Education with the responsibility for the administration of its policies.
- (4) Representative - Shall mean the Newfield Central School Teachers' Association.
- (5) Grievance - Shall mean any claimed violation, misinterpretation or inequitable application of this Agreement.

C. Basic Principles:

- (1) It is the intent of these procedures to provide for the orderly settlement of differences in a fair and equitable manner. The resolution of a grievance at the earliest possible stage is encouraged.
- (2) A teacher shall have the right to present grievances in accordance with these procedures, free from coercion, interferences, restraint, discrimination or reprisal.
- (3) A teacher shall have the right to be represented at any stage of the procedure. If he chooses to be represented, the Newfield Central School Teachers' Association shall be the representative.
- (4) Each party to a grievance shall have access to all written statements and records pertaining to such case.
- (5) All hearings shall be confidential and all documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel file of the grievant.
- (6) The time limits specified, herein, may be waived or extended only by written agreement.
- (7) Except for the informal decisions at Stage I, all decisions shall be rendered in writing, setting forth finding(s) and supporting reasons thereof. Each decision shall be promptly transmitted to the grievant and the Association president.

- (8) If the grievance affects a group of grievants or appears to the Association to be associated with system-wide policies, it may be submitted by the Association directly at the Superintendent's level. If the grievance does not involve the grievant's immediate supervisor, it may be submitted directly at the Superintendent's level.
- (9) Forms for filing grievances and forwarding appeal notices are as attached (See Appendix D). The Superintendent shall have them printed and distributed so as to facilitate operation of the grievance procedure.
- (10) For purposes of this article, school days refer to days when teachers are required to be in attendance.

D. Procedures:

1. Immediate Supervisor

- a. Informal Stage - The grievant shall orally present his grievance to his immediate supervisor who shall orally and informally discuss the grievance with the grievant. This shall be within thirty-five (35) school days of the knowledge of the incident complained of in the grievance. The Supervisor shall render his verbal decision within three (3) school days after the grievance has been presented to him. If the grievance is resolved, the Association President shall be informed of the resolution. If the grievance is not satisfactorily resolved at this stage, the grievant may proceed to the formal stage.
- b. Formal Stage - Within five (5) school days of receiving the verbal response from the immediate supervisor, the grievance shall be reduced to writing and presented to the immediate supervisor. Within ten (10) school days of receipt of the written grievance, the immediate supervisor shall render a written decision. If the grievance is not satisfactorily resolved at this stage, the grievant may proceed to the Superintendent's level.

2. Superintendent

- a. Within fifteen (15) school days of receiving the written response from the immediate supervisor, the grievant may appeal to the Superintendent for a hearing.
- b. Within ten (10) school days after receipt of the appeal, the Superintendent shall hold a hearing with the grievant, an Association representative, and the immediate supervisor involved at the previous stage, if any. Either party may present witnesses to speak on their behalf.
- c. Within ten (10) school days of the hearing, the Superintendent shall render a written decision.

3. Board of Education

- a. Within fifteen (15) school days of receiving the written response from the Superintendent, the grievant may appeal to the Board of Education for a hearing.
- b. The hearing shall be at the next regular Board of Education meeting if said meeting is within fourteen (14) days of receipt of the appeal. Otherwise, the Board of Education shall hold a special meeting. The hearing shall be conducted in Executive Session.
- c. The hearing shall include the grievant, an Association representative, and the immediate supervisor, if any. Either party may present witnesses to speak on their behalf.
- d. Within ten (10) school days of the hearing, the Board of Education shall render a written decision.

4. Binding Arbitration

- a. If the grievant and/or the Association are not satisfied with the response from the Board of Education, and the Association determines the grievance is meritorious, the Association may elect to proceed to binding arbitration by written notice to the Superintendent. Such notice shall be filed within ten (10) school days of the receipt of the Board of Education decision.

- b. The parties shall be bound by the rules and procedures of the American Arbitration Association.
- c. The arbitrator's decision will be in writing and will set forth his findings, reasonings and conclusions on the issues submitted. The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of the Agreement. The arbitrator shall have only the power to interpret what the parties to the Agreement intended by the specific clause in the Agreement which is at issue. The arbitrator shall not have the authority to substitute a judgement as to the degree of discipline.
- d. The decision of the arbitrator shall be binding.
- e. The cost of the arbitration shall be borne equally by the District and the Association.

**ARTICLE XIX**  
**DUTIES AND RESPONSIBILITIES OF THE TEACHER**

A. Duties and Responsibilities of the Teacher:

- (1) To administer the classroom and its educational program.
- (2) To provide the curricular and extra-curricular activities appropriate to the educational level of the child.
- (3) To help plan the school program.
- (4) To participate in the in-service program of the school.
- (5) To work with parents and other school personnel in planning for each child.
- (6) To care for and account for school property.
- (7) To work closely with colleagues.

**ARTICLE XX**  
**DISTANCE LEARNING**

**A. PURPOSE**

1. Expanded Educational Opportunities

The Distance Learning project is designed to offer expanded learning opportunities for students enrolled in the school through the use of interactive television and related technologies. This involves a live classroom teacher providing simultaneous instruction to students located in other locations throughout the service area. It is understood that the potential for this medium of instruction is as yet undefined even though initial ventures demonstrate that both the means of delivery and program quality can have a positive impact on both the breadth and depth of current offerings.

**B. RETENTION OF RIGHTS FOR PARTICIPANTS**

1. It is the intention of the parties that all of the rights, powers, prerogatives and authority that the school District had prior to the signing of this agreement are retained and what with the exception of specific provisions of this agreement the school district shall have the unrestricted right to manage its affairs.
2. The Teachers' Association shall retain all of the rights, powers, and authority that it possessed prior to the signing of this agreement. Nothing contained within this agreement shall be construed as a waiver of any rights the Teachers' Association possessed prior to entering into this agreement.

**C. OTHER ITEMS**

1. The District shall provide the necessary equipment and supplies for instruction in the receiving district.

2. A District employee may be assigned to the receiving class to provide assistance to the students and be available to operate cameras or other equipment and be available to liaison with the transmitting teacher.
3. If the employee thus assigned is a member of a negotiating unit, maintenance of equipment shall not be his or her responsibility. If the unit member assigned is required to attend meetings in the sending school, the District shall be responsible for mileage. If the person assigned is requested to attend meetings outside of normal work time, the meetings must be mutually agreeable times and at the employee's option, she/he may elect either release time on a 1 to 1 ratio or \$14 per hour.
4. If the District assigns a teacher to a receiving class, such assignment shall be part of the teacher's normal teaching load.
5. All grading school work and tests shall be done in the transmitting school district by the transmitting teacher who will cooperate with the appropriate building principal in the receiving district.
6. Visitors/Access Program  
Distance learning sites should be open to parents and visitors from the public and other school personnel on an appointment basis. A unit member who is a distance learning instructor who provides for such visitation at non-work times shall be given release times mutually agreed upon by the building principal and the instructor or \$14 per hour.
7. Ownership and Title to Equipment and Instructional Materials  
Ownership of materials, equipment, and textbooks shall be retained by the school district purchasing the item. Any material produced for transmission shall be considered as a work for hire and the transmitting school district shall retain the copyright. The receiving school district shall be granted a non-exclusive license and right to use such material in its school district for instructional training purposes.
8. Web-Based or On-Line Classes  
With the goals of creating both skilled lifelong learners and creating more educational options that, due to the small size of the Newfield School District are otherwise not

economically viable, the District will offer students in their Junior and Senior years of High School opportunities to take elective courses via the World Wide Web.

- a. These web based or online courses will be college credit bearing coursework that the Newfield District will purchase from a third party. In the 2005-06 school year the District will purchase such coursework from the Tompkins-Cortland Community College and the SUNY Learning Network.
- b. The District will continually evaluate additional sources of such programming and, where appropriate, contract with accredited institutions that provide online classes that best meet the needs of individual students for elective instruction.
- c. The District and the Association will discuss the courses that are available and the District will consider any and all recommendations made by the Association regarding the selection of courses to be offered to Newfield Central School District students.
- d. Students who participate in on-line classes shall do so only under the general supervision and guidance of a faculty on-line course mentor. The mentor's role and responsibility will be to monitor student progress and offer support as necessary for a student who takes an on-line class;
- e. Selection of materials, planning and delivery of instruction, evaluating assignments and issuing grades will be the sole responsibility of the vendor of each on-line class. Technical support and the supply and maintenance of all necessary computer equipment will be the responsibility of the Newfield District.
- f. An on-line mentor may be a teacher or teaching assistant.
- g. In the computation of a teacher or teaching assistant's workload, the assignment of up to sixteen individual students shall be considered equivalent to the assignment of one (1) teaching period.
- h. Online courses offered to Newfield students shall not supplant existing courses. If subscription to any one particular online course exceeds ten (10) students, the District will make every effort to offer that course as a traditionally taught class.

- i. The District acknowledges and confirms that participation in web-based or online instruction shall not be used by the District to argue that the Association may have waived any rights that may exist with regard to the exclusivity of bargaining unit work. The District also agrees that mentoring of web-based or online courses, in whole or part, involves bargaining unit work.
- j. The District agrees that no teacher or teaching assistant shall be subject to a reduction in force, in whole or part, as a result of the District's offering students the opportunity to participate in web-based or online instruction.

**ARTICLE XXI**  
**RIGHT OF REPRESENTATION**

Right of Representation: Any teacher shall have the right of representation in any meeting with his or her supervisor or the supervisor's designee. The administrator will advise the teacher of the right to representation prior to any meeting dealing with disciplinary or discharge issues.

**ARTICLE XXII**  
**MISCELLANEOUS**

A. Physical Examinations:

- (1) Each teacher shall have a physical examination on his/her first year at Newfield Central School and the year he/she commences his/her tenure appointment.
- (2) These examinations will be at the expense of the school district if done by the school physician, otherwise the teacher will bear the expense.
- (3) The District reserves the right to require other medical examinations. The District will bear the expense of any other medical examinations that it requires.

- B. Building Plans: The District will continue its policy of involving all staff in any building and/or renovation plans.
  
- C. Tuition Free Attendance: Basic tuition fees will be waived for children of Newfield Central School District teachers who live outside of the District yet wish their children to attend educational programs which are available, pre-kindergarten through twelfth grade in the Newfield Central School District. For the purposes of this section, “children” or “child” shall include all children under the age of twenty-one (21) living in the employee’s household and receiving financial support from the District employee. If a teacher becomes disabled, tuition will be waived for only the remainder of that school year.
  
- D. The District shall endeavor to keep all employees fully informed of school policies and programs to enable them to work most effectively.

**ARTICLE XXIII**  
**SAVINGS CLAUSE**

A. Savings Clause:

Should any part of this Agreement be rendered or declared illegal or invalid by legislation, or any other established or to be established governmental administrative tribunal, such invalidation shall not affect the remaining portions of the Agreement.

B. Required Language

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

**ARTICLE XXIV**  
**ASSOCIATION RIGHTS**

A. Newfield Central School Teachers' Association Meetings:

The Newfield Central School Teachers' Association may schedule two (2) meetings per month after the students' regular school day. These will be scheduled, in writing, at least two (2) weeks in advance with the school administration. Under normal circumstances, the administration shall make every effort not to schedule any department or administrative meetings that conflict with these meetings, provided that the Association gives the requisite notice.

B. Association Leaves

Effective July 1, 2006, the Association shall be granted up to nine (9) paid leave days per year for the purposes of conducting Association business with the cost for the substitute teacher for days eight (8) and nine (9) being borne by the Association. The Association President shall notify the Superintendent in advance of the teacher to be credited with such leave days and the date of such absences.

C. President Release Time

The President of the Association shall be relieved for one (1) duty beyond the regular teaching assignment. If the President teaches in the high school or middle school (grades 7-12) the teacher shall be relieved of a daily study hall (or other such duty as determined by the teacher and the building principal). If the President teaches in the elementary or middle school (grades Pre-K - 6) the teacher shall be relieved of cafeteria/playground supervision.

D. Association Business Time

The President, Chief Negotiator and Grievance Chairperson shall be permitted to use non-instruction time for Association business when in the best interest of both parties.

E. Policy Book

The District shall provide the Association President with a copy of all Board policies. The President shall receive the policies within two (2) weeks after the final approval by the Board of Education. A copy of the Board policy book will be in each District library.

**DURATION OF AGREEMENT**

This agreement is made and entered into on this 20<sup>th</sup> of Sept., 2012 by and between the District and the Association.

This agreement shall be effective upon ratification by both parties and continue in effect through June 30, 2014.

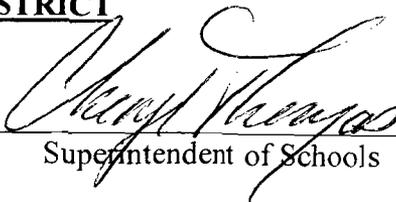
Both parties agree that all negotiable items in this agreement have been discussed and that no item in this agreement will be reopened during the duration of this agreement except by mutual consent.

**ASSOCIATION**

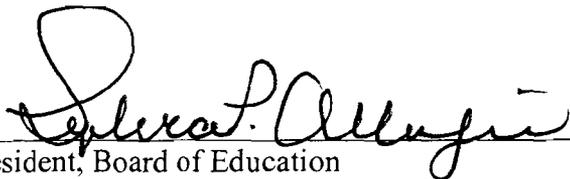
By   
President

By   
Chief Negotiator

**DISTRICT**

By   
Superintendent of Schools

At its meeting of 9-20-2012, the Board of Education took up the Agreement and by resolution did approve the necessary funds to implement this agreement and my signature below memorializes this action of the Board of Education.

  
President, Board of Education



**APPENDIX A  
NEWFIELD CENTRAL SCHOOL DISTRICT  
EMPLOYEE LEAVE REQUEST**

**Name of Employee:** \_\_\_\_\_

**Date(s) Requested:**

\_\_\_\_\_ Check one: \_\_\_\_\_ All Day \_\_\_\_\_ AM only \_\_\_\_\_ PM only \_\_\_\_\_ Hours

\_\_\_\_\_ Check one: \_\_\_\_\_ All Day \_\_\_\_\_ AM only \_\_\_\_\_ PM only \_\_\_\_\_ Hours

\_\_\_\_\_ Check one: \_\_\_\_\_ All Day \_\_\_\_\_ AM only \_\_\_\_\_ PM only \_\_\_\_\_ Hours

**Please check the appropriate reason for leave:**

\_\_\_\_\_ Personal Day

\_\_\_\_\_ Vacation Day

\_\_\_\_\_ Bereavement Leave  
*Name of Deceased* \_\_\_\_\_  
*Relationship to Employee* \_\_\_\_\_

\_\_\_\_\_ Other (Jury Duty, Unpaid Leave, Cancer Screening)  
*Give Details:* \_\_\_\_\_

**All leaves are granted per the appropriate provisions of the negotiated agreements between the Newfield Central School Teachers' Association, the CSEA and the Newfield Central School District.**

Employee's Signature \_\_\_\_\_ Date \_\_\_\_\_

Supervisor's Signature \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_ Approved

\_\_\_\_\_ Denied

Superintendent's Signature \_\_\_\_\_ Date \_\_\_\_\_

Employee's Copy (Copy 1)    Superintendent (Copy 2)    Business Office (Copy 3)    Supervisor (Copy 4)







# APPENDIX C

NEWFIELD TEACHERS' ASSOCIATION  
NEWFIELD, NEW YORK

## STATEMENT OF GRIEVANCE

GRIEVANCE NO.: \_\_\_\_\_ DATE: \_\_\_\_\_

AGGRIEVED  
PARTY: \_\_\_\_\_

POSITION: \_\_\_\_\_

CONTRACT PROVISION(S) VIOLATED:

REMEDY SOUGHT:

\_\_\_\_\_  
Signature of Grievant



**APPENDIX D**  
Newfield Central School District  
SICK LEAVE BANK – REQUEST FORM

Attach any physician's statements and forward to the Business Office

Name \_\_\_\_\_ Date: \_\_\_\_\_

Position/Assignment: \_\_\_\_\_

Number of days requesting: \_\_\_\_\_ Absence due to serious illness began \_\_\_\_ / \_\_\_\_ / \_\_\_\_

The above requested days are needed for the reason of a serious illness, surgery, or a temporary disability due to an injury as specifically described:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I understand the Sick Leave Bank Policy and that the Committee decision is final.

\_\_\_\_ / \_\_\_\_ / \_\_\_\_  
Date

\_\_\_\_\_  
Employee's Signature (Family Member/Agent)

**SICK LEAVE BANK COMMITTEE (OFFICE USE ONLY)**

Members in attendance:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Number of personal sick leave days available: \_\_\_\_\_

Request Approved:  Yes  No

Number of Sick Leave bank days approved: \_\_\_\_\_

Sick Leave Bank days should begin \_\_\_\_ / \_\_\_\_ / \_\_\_\_



TO \_\_\_\_\_ :

In accordance with the Negotiated Agreement between the Newfield Central School District and the Newfield Central School Teachers' Association, the undersigned grievant appeals the decision reached at Level \_\_\_\_\_, which was received by the grievant on \_\_\_\_\_, and asks that the grievance be submitted to Level \_\_\_\_\_ forthwith.

SIGNATURE OF GRIEVANT: \_\_\_\_\_

- Attachments:
1. Copy of original grievance
  2. Copy of decision being appealed
  3. Applicable supporting documents or statements

- Copies to:
1. Supervisor
  2. Superintendent
  3. NCSTA President
  4. NCSTA Grievance Chair
  5. Hearing Officer of Level Being Appealed



The Newfield Central School District  
Annual Professional Performance Review  
(APPR)





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## I. Introduction

The goal of The Newfield Central School District APPR (Annual Professional Performance Review) teacher evaluation method is to provide a process in which professional growth is encouraged, teaching and professional practice is enhanced and student learning is promoted and developed through and aligned with New York State's Teaching Standards. The APPR also assures that there is a common language and common expectations among all teachers and evaluators. The District's Professional Development Plan (PDP) will be linked to the APPR to ensure teacher-driven professional development and support.

## II. Requirements for Evaluation

In accordance with Education Law §3012-c, each teacher is required to receive an APPR. Each APPR reflects a composite score rating effectiveness on a scale from "Highly Effective", "Effective", "Developing", or "Ineffective". The composite score will be determined based on the following:

- 60 percent of the composite score is based on a multitude of measures evaluating effective teacher practices aligned with New York State Teaching Standards; these measures were established locally through collective bargaining.
- 20 percent of the score is based on student growth on state assessments or locally developed Student Learning Objectives (SLOs), a comparable method of assessment of student growth and teacher self-reflection as required by the New York State Education Department. When NYSED adopts a value added model, the 20% growth measure will be adjusted to 25%.
- 20 percent of the score is based on locally selected measures of student achievement that are deemed to be rigorous and comparable cross-curricular. When NYSED adopts a value added model, the 20% growth measure will be adjusted to 15%.

The objective of the method of evaluation is to create an opportunity for professional enhancement through professional development, self-reflection and collaboration between staff and administration.

# New York State Teaching Standards

The Annual Professional Performance Review is in alignment with the New York State Teaching Standards.

**Standard I. Knowledge of Students and Student Learning:**

Teachers acquire knowledge of each student, and demonstrate knowledge of student development and learning to promote achievement for all students.

**Standard II. Knowledge of Content and Instructional Planning:**

Teachers know the content they are responsible for teaching, and plan instruction that ensures growth and achievement for all students.

**Standard III. Instructional Practice:**

Teachers implement instruction that engages and challenges all students to meet or exceed the learning standards.

**Standard IV. Learning Environment:**

Teachers work with all students to create a dynamic learning environment that supports achievement and growth.

**Standard V. Assessment for Student Learning:**

Teachers use multiple measures to assess and document student growth, evaluate instructional effectiveness, and modify instruction.

**Standard VI. Professional Responsibilities and Collaboration:**

Teachers demonstrate professional responsibility and engage relevant stakeholders to maximize student growth, development, and learning.

**Standard VII. Professional Growth:**

Teachers set informed goals and strive for continuous professional growth.

## Teacher Evaluation Process

### a) Annual Professional Performance Review Components:

- Formal Observations (see Appendix A)
- Pre and Post-Observation Discussion and Reflection (see Appendix B, C)
- Summative Evaluation using the Charlotte Danielson Rubric (see Appendix L)

### b) Teacher Evaluations for staff under 3012-c

Effective July 1, 2012:

- Tenured teachers will be evaluated by trained administrative staff two (2) times per year: one announced and one unannounced.
- Non-tenured teachers will be evaluated by trained administrative staff three (3) times per year: two announced and one unannounced.
- The first observation will be completed by January 31<sup>st</sup>. The second and third (if applicable) observations will be completed by May 31<sup>st</sup>.
- A pre-conference meeting will be held for announced observations.
- Post-conference meetings will be held for all observations within two (2) weeks of the observation.
- The teacher will sign the observation/evaluation forms only as an indication that s/he has seen and discussed them. The teacher's signature does not constitute either approval or disapproval of the observation or evaluation. The teacher may, if s/he wishes, add his/her own comments in the appropriate place on the observation form.
- All monitoring or observation of the work performance of a teacher will be conducted openly, with full knowledge of the teacher. The use of public address or audio system devices shall not be used for this purpose.
- Teachers will have the opportunity to provide evidence for all domains that are not included in the observations prior to the finalization of their APPR score.

c) Teacher Evaluations for staff NOT covered under 3012-c

**School Service Professionals (SSP)** —The term School Service Professionals shall include school counselors, psychologists, and school social workers.

- Non-tenured School Service Professionals will be evaluated by administrative staff (building principal, supervisor, etc.) at least three (3) times per year (two performance and one end-of year evaluation). At least one evaluation will be completed by January 31<sup>st</sup>. All evaluations will be completed by June 1<sup>st</sup>.
- The evaluation(s) of non-tenured SSPs will be used to make recommendations to the Superintendent of Schools about continuation of services and ultimately about tenure.
- Tenured School Service Professionals (SSP) will be evaluated by administrative staff (building principal, supervisor, etc.) at least one (1) time per year. This evaluation will be completed by May 31<sup>st</sup>
- A post-evaluation meeting will be held with the supervisor within two (2) weeks of the evaluation.
- The observation/evaluation form is attached at Appendix D and may be modified by written agreement by both parties.

#### **Occupational Therapists (OT)**

- OTs shall serve a probationary period of 52 weeks.
- Probationary OTs will be evaluated by administrative staff (building principal, supervisor, etc.) at least three (3) times per year (two (2) performance and one (1) end-of year evaluation). At least one evaluation will be completed by January 31<sup>st</sup>. All evaluations will be completed by June 1<sup>st</sup>.
- Permanently appointed OTs will be evaluated by administrative staff (building principal, supervisor, etc.) at least one (1) time per year, completed by June 1<sup>st</sup>.
- At least one observation of for probationary OTs must have a preconference meeting. Permanently appointed OTs or his/her evaluator may request a pre-conference at the time the observation is scheduled.
- Each observation must include a post conference within two (2) weeks.
- The OT will receive a copy of the observation form and will sign the form only as an indication that he/she has seen and discussed the observation. The signature does not constitute either approval or disapproval of the observation. The occupational therapist may, if he/she wishes, add his/her own comments in the appropriate place on the observation form.
- The observation/evaluation form is attached at Appendix E and may be modified by written agreement by both parties.
- The evaluation(s) of probationary OTs will be used to make recommendations to the Superintendent of Schools about continuation of services and ultimately about permanent appointment.

**Other** — These may include speech teachers and teaching assistants ("teacher").

- Tenured teachers will be evaluated by administrative staff (building principal, supervisor, etc.) at least one (1) time per year.
- Non-tenured teachers will be evaluated by administrative staff (building principal, supervisor, etc.) two (2) times per year.
- All observations will be completed by May 31<sup>st</sup>.
- A pre-conference meeting may *be* requested by the administrator and/or teacher at the time the observation is scheduled.
- Post-conference meetings will be held for all observations.
- Evaluation shall be based upon classroom observation as well as overall job performance within the District. There will be an evaluation conference held.
- The teacher will sign the observation/evaluation forms only as an indication that s/he has seen and discussed them. The teacher's signature does not constitute either approval or disapproval of the observation or evaluation. The teacher may, if s/he wishes, add his/her own comments in the appropriate place on the observation and/or evaluation form.
- All monitoring or observation of the work performance of a teacher will be conducted openly, with full knowledge of the teacher. The use of public address or audio system devices shall not be used for this purpose.
- The observation/evaluation form is attached at Appendix F and may be modified by written agreement by both parties.

d) For faculty members possessing an initial or transitional certificate, the evaluation process is required. Additionally, a portfolio review in compliance with Commissioner's Regulation is required. The portfolio may include, but is not limited to the following:

- Samples of student work
- Samples of student assessment instruments
- Video of teaching performance
- Teacher's reflection on his/her classroom performance
- Sample of lesson plans (choice of format by faculty member)

The portfolio needs to be completed by June 1<sup>st</sup> of each year in preparation for the end of the year evaluation meetings and submitted in electronic format. The District will provide the CD or DVD needed to reduce the portfolio to electronic format.

#### IV. Evaluator and Staff Training

All individuals involved in the evaluation of teachers for the purpose of determining an APPR rating shall be duly trained and/or certified as required by Education Law §3012-c and the Regulations of the Commissioner of Education prior to conducting a teacher evaluation. All administrators who assess teachers were trained by BOCES in 2011-2012 in nine sessions. These administrators will also be trained by Teachscape in 2012-2013. This training involves approximately 20 hours of course work plus a final exam. This training includes video examples and practice sessions for a variety of classroom settings, including special education. All teachers will be given an overview of the new assessment procedure in 2012-2013 and provided access to additional, extensive training via Teachscape. In addition, professional development will be offered throughout the 2012-2013 school year.

#### V. Inter-Rater Reliability

Lead evaluators will maintain inter-rater reliability over time. Administrators will be required to review the training sections of Teachscape on a bi-annual basis and co-rate one teacher each year with another administrator in order to maintain inter-rater reliability over time.

#### VI. Data Submission to NYS Department of Education

The district will ensure that the NYS Department of Education receives accurate teacher and student data, including enrollment and attendance data and any other student, teacher, school, course and teacher/student linkage data necessary to comply with Commissioner's Regulations in a format and on a timeline prescribed by the Commissioner.

#### VII. Teacher Verification of Subjects Taught and Roster

Classroom teachers to whom this plan applies shall be provided an opportunity to verify the subjects and students assigned to them. The teacher will be afforded the opportunity to review and make corrections to their roster on a monthly basis following NYSED protocol.

#### VIII. Reporting Teachers' Subcomponent and Composite Scores

The District will report to the NYSED the individual subcomponent scores and the composite effectiveness score for each teacher to whom this plan applies in a format and on a timeline prescribed by the Commissioner. The District plans to use the current student data and personnel management software systems to establish and track the teacher/student course linkage as required by law and said data will be uploaded when the NYSED system is ready to receive the data.

**IX. Test Security and Scoring**

NYSED approved standardized tests or BOCES developed assessments will be used for the APPR. Such tests will be stored securely in the district vault or electronically by BOCES. Teachers will not be able to score their own student's work if the results of the assessment will factor into any part of their evaluation. Assessments will be secure and not disseminated to students prior to the assessment administration.

**X. Student Growth Measures (New York State 20%)**

Twenty percent (20%) of a teacher's composite score is based on student growth. This score will either be 1) based on State assessments and assigned by NYSED or 2) based on District Student Learning Objectives (hereinafter "SLOs") and assigned by the District. It is not negotiable and is included here for information only. Teachers with 50% or more of their students covered by a state-provided growth measure will receive a growth score from the state. Teachers with less than 50 percent of their students covered by state-provided growth measures (Grades 4-8 Assessments) will be required to complete the District SLO.

When NYSED adopts a value added model, the 20% growth measure will be adjusted to 25%.

**XI. Student Achievement Measures (Locally Selected 20%)**

20% of the composite effectiveness score is based on locally-selected measures of student achievement that are determined to be rigorous and comparable across classrooms as defined by the Commissioner. A district committee of teachers and administrators agreed to use a NYSED approved standardized test for this purpose where available and BOCES developed tests (state approved) for all others.

When NYS adopts a value added growth model, the local assessment measures will be reduced to 15%.

Student growth will be measured using a Normal Curve Equivalent ("NCE points"). This is a statistical way of standardizing test scores so they can be compared over time. Zero deviation (+0 NCE points) is considered normal. An increase in NCE points of +7 is considered educationally significant. The following scoring mechanism will be used to identify the relationship between achievement on the assessment and the translation to the subcomponent composite scoring ranges.

## Performance Index Calculation

### Local Assessment – Determination of HEDI Points (20 points):

Grades K-3 ELA	Economics
Grades K-3 Math	Physical Education
Grades 6-7 Science	Spanish
Grades 6-8 Social Studies	Art
High School Social Studies	Technology
High School Sciences	Life & Career Skills
High School Math	Music
High School English Language Arts	Library
Health	

### Terra Nova

INEFFECTIVE		DEVELOPING		EFFECTIVE		HIGHLY EFFECTIVE	
Change in NCE	HEDI Points	Change in NCE	HEDI Points	Change in NCE	HEDI Points	Change in NCE	HEDI Points
<-5	0	-3.6 to -4.0	3	-1.4 to -1.5	9	2.5 to 3.2	18
-4.6 to -5	1	-3.3 to -3.5	4	-1.1 to -1.3	10	3.3 to 4.0	19
-4.1 to -4.5	2	-3.0 to -3.2	5	-0.8 to -1.0	11	<4.0	20
		-2.5 to -3.0	6	-0.5 to -0.7	12		
		-2.1 to -2.4	7	-0.1 to -0.4	13		
		-1.6 to -2.0	8	0	14		
				0.1 to 1.0	15		
				1.1 to 1.7	16		
				1.8 to 2.4	17		

For those subject areas using the Terra Nova, normal growth using NCE points is 0. Therefore, to be effective, a teacher's class must average a growth of 0 NCE points from fall to spring +/- as indicated on the chart above.

### BOCES Developed

INEFFECTIVE		DEVELOPING		EFFECTIVE		HIGHLY EFFECTIVE	
Percentage Points beyond goal	HEDI Points						
<-5	0	-3.6 to -4.0	3	-1.4 to -1.5	9	2.5 to 3.2	18
-4.6 to -5	1	-3.3 to -3.5	4	-1.1 to -1.3	10	3.3 to 4.0	19
-4.1 to -4.5	2	-3.0 to -3.2	5	-0.8 to -1.0	11	<4.0	20
		-2.5 to -3.0	6	-0.5 to -0.7	12		
		-2.1 to -2.4	7	-0.1 to -0.4	13		
		-1.6 to -2.0	8	0	14		
				0.1 to 1.0	15		
				1.1 to 1.7	16		
				1.8 to 2.4	17		

For those subject areas using BOCES developed assessments, teachers will set SLO goals for class growth using the class average. The number of percentage points above or below the target growth will determine HEDI points for that teacher.

## Local Assessment – Determination of HEDI Points Value Added (15 points)

Grades 4-8 ELA

Grades 4-8 Math

### Terra Nova

INEFFECTIVE		DEVELOPING		EFFECTIVE		HIGHLY EFFECTIVE	
Change in NCE	HEDI Points	Change in NCE	HEDI Points	Change in NCE	HEDI Points	Change in NCE	HEDI Points
<-5	0	-3.6 to -4.0	3	-1.1 to -1.5	8	2.5 to 4.0	14
-4.6 to -5	1	-3.1 to -3.5	4	-0.6 to -1.0	9	<4.0	15
-4.1 to -4.5	2	-2.6 to -3.0	5	-0.1 to -0.5	10		
		-2.1 to -2.5	6	0	11		
		-1.6 to -2.0	7	0.1 to 1.0	12		
				1.1 to 2.4	13		

## XII. Multiple Measures of Effectiveness

The remaining sixty percent (60%) of the composite effectiveness score is based on other measures of teacher effectiveness consistent with standards prescribed by the Commissioner in regulation. Based on its inclusion of the SED-approved list of rubrics, *Charlotte Danielson's Framework for Teaching (2011 Revised Edition)* rubric will be used to evaluate classroom teachers.

In order to support continuous professional growth, a minimum of 35 of these 60 points shall be based on observations of teachers. These observations will provide the evaluator with the data to complete the rubric. For the announced observation, a pre- observation and post-observation conference will occur. For the unannounced observation, a post-observation will occur.

The remaining points will be assigned for areas not observed during formal observations. The classroom teacher and/or administrator will provide evidence to support ratings assigned for each of these categories.

The chart shown in Appendix G will be used to calculate the number of points for the teacher effectiveness composite score.

### XIII. Subcomponent and Composite Scoring Ranges

The State Education Department has set the following scoring ranges for the overall rating categories and the rating categories for the State assessment and other comparable measures subcomponent and the locally selected measures subcomponent.

Level	Student Growth on State Assessments or Other Comparable Measures	Locally Selected Measures of Student Achievement	60% Other Measures
Ineffective	Results are well-below State average for similar students (or district goals if no State test).	Results are well-below district or BOCES-adopted expectations for growth or achievement of student learning standards for grade/subject.	Overall performance and results are well below standards.
Developing	Results are below State average for similar students (or district goals if no State test).	Results are below district or BOCES-adopted expectations for growth or achievement of student learning standards for grade/subject.	Overall performance and results need improvement in order to meet standards.
Effective	Results meet State average for similar students (or district goals if no State test).	Results meet district or BOCES-adopted expectations for growth or achievement of student learning standards for grade/subject.	Overall performance and results meet standards.
Highly Effective	Results are well-above State average for similar students (or district goals if no State test).	Results are well above district or BOCES-adopted expectations for growth or achievement of student learning standards for grade/subject.	Overall performance and results exceed standards.

The State Education Department is responsible for determining the subcomponent scoring ranges for student growth on state assessments or other comparable measures and the locally selected measures of student achievement. It is also responsible for determining the overall composite score. Only the subcomponent scoring ranges for the other 60 points in the chart below have been developed locally. The APPR Conversion Chart used to calculate points is included as Appendix H.

Level	Student Growth on State Assessments or District SLO	Locally Selected Measures of Student Achievement	Other 60 Points	Overall Composite Score
Ineffective	0-2	0-2	0-49	0-64
Developing	3-8	3-8	50-56	65-74
Effective	9-17	9-17	57-58	75-90
Highly Effective	18-20	18-20	59-60	91-100

#### XIV. Timely Feedback

Effective July 1, 2012, the first observation of all teachers will be completed by January 31st. The second observation will be completed by May 31st. The third observation, as applicable, will be completed at any time during the year, but no later than May 31st.

The summative evaluation, including composite effectiveness score, will be discussed with the teacher during a summative evaluation meeting with the lead evaluator by the last day of attendance for the teacher unless the SED fails to provide the teacher growth score in a timely manner. Teachers will not be *required* to attend a summative evaluation meeting after the last school day in June. However, in the event that a teacher receives a rating of "ineffective" or "developing", the administrator will notify the member in writing to their home address. A meeting will be scheduled no later than ten (10) school days after the beginning of the school year to discuss the summative evaluation and develop a timeline to create and implement a TIP Plan in accordance with Section XV.

## XV. Teacher improvement Plans (TIP)

A Teacher Improvement Plan (TIP) shall be developed for any unit member whose performance is evaluated as "ineffective" or "developing" as outlined in the APPR. A template of the Newfield TIP plan can be found in Appendix I of this document.

- The TIP shall be developed by the immediate supervisor of the unit member for the benefit of and in consultation with the unit member whose performance has been determined to be "ineffective" or "developing".
- The TIP shall be provided as soon as practicable, but in no case later than ten (10) school days after the date when the teacher receives his/her annual performance professional review.
- The TIP shall clearly specify:
  - the area(s) in need of improvement;
  - the performance goals, expectations, benchmarks, standards and timelines the teacher must meet in order to achieve an effective rating;
  - how improvement will be measured and monitored, and provide for periodic reviews of progress;
  - the appropriate differentiated professional development opportunities, materials, resources and supports the District will make available to assist the teacher including, where appropriate, the assignment of a peer intervener.

## XVI. Peer Intervention Program

As one possible strategy for Teacher Improvement Plans, the Newfield Central School District and the Newfield Teachers' Association agree to participate in a Peer Intervention Program:

- The Peer Intervention Committee shall consist of three (3) members of the bargaining unit designated by the Association. Applicants considered must have:
  - Tenure in the district.
  - Knowledge of the subject matter/curriculum.
  - Knowledge of instructional/learning theory.
  - Demonstrated transferal of theory into practice.
  - Effective interpersonal communication skills.
  - Understanding of the concept and value of continuous professional development.

- All tenured members of the bargaining unit shall be encouraged to serve on the Peer Intervention Committee. However, final selection of committee members rests with the Association.
- It shall be the responsibility of the Peer Intervention Committee to support the intervener(s) in all ways deemed appropriate by the committee. The school administration and the committee shall work together to develop an intervention plan.
- It shall be the function of the Peer Intervention Committee to select the intervener(s).
- All tenured members of the bargaining unit shall be encouraged to serve as Interveners. However, final selection of Interveners rests solely with the Peer intervention Committee. Applicants considered must have:
  - Tenure in the district. Knowledge of subject matter/curriculum
  - Knowledge of instructional/learning theory.
  - Demonstrated transferal of theory into practice.
  - Effective interpersonal communication skills.
  - Understanding of the concept and value of continuous professional development
- It shall be the responsibility of the administrative staff, subject to the approval of the superintendent of schools, to identify any bargaining unit member in need of Intervention by so informing the Peer Intervention Committee in the manner designated by said committee.
- It shall be responsibility of the Peer Intervention Committee to assign an intervener(s) to assist the teacher in need of intervention. The intervener(s) needs to meet with the building administrator to review the situation and develop an intervention plan. This shall not conflict with the intervener's lunch period. The intervention plan will include areas where improvement is needed, steps to be taken, time frame, and other appropriate information.
- Wherever possible the Peer Intervention Committee shall match the intervener and teacher in need of intervention in each of the following areas:
  - Tenure area
  - Certification
  - Grade level
  - Subject area

- The intervener and the building administrator will plan for released time when the intervener may observe the teacher in need of intervention. This shall not conflict with the intervener's lunch period. This schedule must be approved by the superintendent.
- Consultations and observations within the Peer Intervention Program shall be advisory and confidential and will in no manner whatsoever be evaluative. The evaluation of the teacher in need's performance will remain the responsibility of the appropriate coordinator/principal in accordance with the provisions of the negotiated agreement.
- The performance of a member of the bargaining unit as an intervener will in no manner whatsoever be evaluated by the teacher in need of intervention and/or affect in a negative manner his/her evaluation as a teacher.
- Nothing above precludes any bargaining unit member from referring himself/herself to the Peer Intervention Committee as a teacher in need of intervention.
- All self-referrals shall be done in a manner prescribed by the Peer Intervention Committee.
- All sections of this procedure are appropriate and shall be in effect for those individuals who voluntarily seek self-help.
- No bargaining unit member who participates in the Peer Intervention Program either as a committee member or as an intervener may be required to appear at any disciplinary or termination hearing regarding a teacher in need of intervention.

## **XVII. Self-Improvement Plan (SIP)**

A Teacher Self-Improvement Plan (SIP) may be initiated by any unit member who would like to improve his/her performance prior to the Annual Professional Performance Review and developed in consultation with a peer, mentor, and/or supervisor. The SIP may be suggested by the immediate supervisor of the unit member for the benefit of and in consultation with the unit member whose performance has been determined to be in need of improvement. The SIP shall identify specific teaching behaviors to be changed, identify resources and strategies to effect such change, and include a timeline for improving the areas in need of improvement (see Appendix J).

## XVIII. Appeals Process

Appeals of annual performance reviews (“APPR”) shall be limited to those performance reviews for

- Tenured teachers
  - “Ineffective” or “Developing” ratings
  - Substance of the APPR
  - Compliance with any locally negotiated procedures regarding annual professional performance reviews or improvement plans.
  - The District’s issuance and/or implementation of the terms of the Teacher Improvement Plan (not substance) under Education Law 3012-c in connection with an ineffective or developing rating.
- Probationary teachers:
  - “Ineffective” rating
  - Substance of the APPR but limited to Level 1 of the Appeals Process only
  - Compliance with any locally negotiated procedures regarding annual professional performance reviews or improvement plans.
  - The District’s issuance and/or implementation of the terms of the Teacher Improvement Plan (not substance) under Education Law 3012-c in connection with an ineffective rating.

### PROHIBITION AGAINST MORE THAN ONE APPEAL

A teacher may not file multiple appeals regarding the same performance review or teacher improvement plan. All grounds for appeal must be raised with specificity within one appeal. Any grounds not raised at the time the appeal is filed shall be deemed waived.

### BURDEN OF PROOF

In an appeal, the teacher has the burden of demonstrating a clear legal right to the relief requested and the burden of establishing the facts upon which s/he seeks relief.

### EXCLUSIVITY OF 3012-c APPEAL PROCEDURE

The appeal procedure outlined above shall constitute the exclusive means for initiating, reviewing and resolving any and all challenges and appeals related to a teacher APPR. A teacher may not resort to any other contractual grievance procedures for the resolution of challenges and appeals related to a professional performance review and/or improvement plan.

## PROCESS

### I. Level 1 – Evaluator

- A. *Informal* – Following a qualifying event as defined in the above sections, the teacher should request a follow-up meeting with the lead evaluator to informally discuss any and all related issues in an effort to resolve any differences.
- B. *Formal* - Any appeal must be submitted to the evaluator in writing no later than ten (10) school days from the date when the teacher receives his/her annual performance professional review or Teacher Improvement Plan.

When submitting an appeal, the teacher must submit a detailed written description of the specific grounds for the appeal as well as the APPR and/or improvement plan being challenged. Along with the appeal, all supporting documentation must be submitted, or specifically noted if pending.

Within ten (10) school days of receipt of an appeal, the lead evaluator must submit a detailed written response to the appeal including all supporting documents, as well as any additional supporting documents or materials relevant to the response. The teacher and Association President will receive copies of the response and documents.

Any supporting documentation/information not submitted or noted by either party in the Level 1 appeal shall not be considered at any further steps of the appeal.

### II. Level 2 – Review Board

A Review Board, consisting of one tenured administrator (not the evaluator) appointed by the Superintendent or designee and two tenured teachers appointed by the Association President or designee. The committee shall operate under the consensus model.

If a teacher is not satisfied with his/her level 1 response, s/he must submit a written appeal to the Review Panel within five (5) school days of the receipt of the written Level 1 response.

Within five (5) school days of receipt of the teacher's appeal, the Review Panel will conduct a hearing at which the teacher and his/her union

representative (optional) and the evaluator will be allowed to present oral arguments in support of the appeal and the response, respectively.

Within five (5) school days of the Review Panel's hearing, the Review Panel will issue a written determination to the teacher, Teacher Association President, the Superintendent, and the Evaluator. The determination may be to deny the appeal, to sustain the appeal and grant the remedy sought, or to sustain the appeal and modify the remedy.

### III. Level 3 – Superintendent

Within five (5) school days of the receipt of the Review Panel's Level 2 response, if a teacher is not satisfied with such response or if consensus is not reached by the Review Panel, the teacher must submit a written appeal to the Superintendent.

Within five (5) school days of the receipt of such appeal, the Superintendent may conduct a hearing at which the teacher and his/her union representative (optional) and the Evaluator will be allowed to present oral arguments in support of the appeal and the response, respectively.

Within five (5) school days of the Superintendent's hearing, the Superintendent shall issue a written determination to the teacher, Teacher's Association President and the Evaluator. The determination may be to deny the appeal, to sustain the appeal and grant the remedy sought, or to sustain the appeal and modify the remedy.

### RECORDS

The entire appeals record will be part of the teacher's APPR.

After entering or noting a document into the record at Level 1 of the Appeals Process, the District shall maintain copies of all the documents/information for further stages of the Appeals Process.

## GENERAL CONDITIONS

- Education Law 3012-c has always required that APPR constitute a “significant factor” in employment decisions, including but not limited to tenure determinations and termination of probationary teachers. It does not require that the APPR be the sole or determinative factor in tenure or termination decisions, merely that the APPR be considered in making such determinations.
- Prior to completion of the APPR in the first year of the probationary term, a probationary teacher may be summarily dismissed for constitutionally and statutorily permissible reasons (include but are not limited to: misconduct, insubordination, time and attendance issues, or conduct inappropriate for a teaching professional) other than classroom performance without regard to the APPR.
- The District may make a tenure determination or termination decision during an APPPR appeal as long as it does not rely upon the performance that is being appealed (the subject of the appeal).
- If the termination determination is based solely upon performance and rating that is the subject of a pending rating appeal, the District will await completion of the appeal process before making that determination.

# APPENDICES



# Appendix A

## Teacher Observation/Evaluation Documentation (may look different when printed from Teachscape)

Teacher: \_\_\_\_\_

Observation Date #1:

Observation Date #2:

Observation Date #3:


DOMAIN 1: Planning and Preparation	H	E	D	I
A: Demonstrating Knowledge of Content and Pedagogy				
B: Demonstrating Knowledge of Students				
C: Setting Instructional Outcomes				
D: Demonstrating Knowledge of Resources				
E: Designing Coherent Instruction				
F: Designing Student Assessments				

DOMAIN 2: The Classroom Environment	H	E	D	I
A: Creating an Environment of Respect and Rapport				
B: Establishing a Culture for Learning				
C: Managing Classroom Procedures				
D: Managing Student Behavior				
E: Organizing Physical Space				

DOMAIN 3: Instruction	H	E	D	I
A: Communicating with Students				
B: Using Questioning and Discussion Techniques				
C: Engaging Students in Learning				
D: Using Assessment in instruction				
E: Demonstrating Flexibility and Responsiveness				

DOMAIN 4: Professional Responsibilities	H	E	D	I
A: Reflecting on Teaching				
B: Maintaining Accurate Records				
C: Communicating with Families				
D: Participating in a Professional Community				
E: Growing and Developing Professionally				

Description of Lesson:

Recommendations:

Areas of Strength:

Areas for Growth:

Notes and Evidence:

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Administrator Signature

---

Date

---

Teacher Signature

---

Date

Copies: Teacher  
Administrator  
Personnel File

**Appendix B**  
Pre-Observation Conference Guideline for Discussion

Teacher: \_\_\_\_\_ Administrator: \_\_\_\_\_

Observation:  #1 (date \_\_\_/\_\_\_/\_\_\_)       #2 (date \_\_\_/\_\_\_/\_\_\_)

*Jot down key points for each question and bring with you to the pre-observation conference to discuss with your administrator.*

1. *What is the most important objective in the lesson? To which Common Core Standard is it related?*
  
2. *How will you know the students are learning?*
  
3. *How is the lesson connected to prior/post lessons?*
  
4. *What are you excited about in this lesson?*
  
5. *Is there anything you would like the administrator to look for during the observation?*

\_\_\_\_\_  
Administrator Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Teacher Signature

\_\_\_\_\_  
Date



**Appendix C**  
Post- Observation Form

Teacher: \_\_\_\_\_

Date: \_\_\_\_\_

Observation:  #1       #2       #3

*Jot down key points for each question and bring with you to the post-observation conference to discuss with your administrator.*

1. What went well in your lesson? How do you know?
  
2. What might you do differently the next time? Why?
  
3. Did the students learn what you intended them to learn? How do you know?
  
4. What will the follow up to this lesson look like? Why?
  
5. Additional questions/thoughts:

**REFLECT (Optional)**

1. Compare this lesson to the Framework for Teaching Rubric. Where do you think you place? Why?



**Appendix D**  
SSP Observation/Evaluation Form

Employee: \_\_\_\_\_

Date: \_\_\_\_\_

**I. Counseling:**

- Provides specialized counseling, advocacy, and casework services, individually and in groups.
- Formulates goals and objectives.
- Maintains positive and effective counselor-student interactions.
- Utilizes crisis management and intervention techniques.
- Makes referrals to outside agencies when appropriate.

Comments:

**II. Consultation & Collaboration:**

- Uses effective forms of oral and written communication.
- Collaborates with families, teachers, students, and outside agencies.
- Maintains positive and effective interpersonal relationships.
- Consults with staff to provide appropriate intervention to address behavioral, emotional and social needs of children. School Psychologist should also provide intervention in terms of academic needs of children.

Comments:

**III. Assessment, Prevention & Intervention:**

- Demonstrates knowledge of problem identification and analysis.
- Uses appropriate instruments, techniques and procedures.
- Helps others generate prevention & intervention strategies, implement plans, and monitor progress.
- Recognizes and initiates efforts to address needs and gaps in curriculum, programs and support services in the greater school community.

Comments:

**IV. Professional Practices & Conduct:**

- Manages the assigned duties effectively.
- Manages time effectively.
- Demonstrates and seeks to expand professional knowledge.
- Maintains confidentiality and ethical standards of profession.
- Demonstrates and promotes awareness of multicultural and diversity issues.
- Co-manages and/or supervises interns and staff of prevention and intervention programs.

Comments:

**V. Guidance Counselor Responsibilities**

- Assists with coordination of student services in the school.
- Assists with coordination of the school's annual testing program. Interprets test results and other student data accurately.
- Conducts non-standardized educational assessment according to professional practices.
- Uses standardized tests and inventories according to published practices and professional standards.
- Assures that testing conditions and the administration of standardized tests in the school are appropriate.

Comments:

**Evaluator's Summary Comments:**

**Employee Comments:**

\_\_\_\_\_  
Administrator Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Teacher Signature

\_\_\_\_\_  
Date

Copies: Teacher  
Administrator  
Personnel File

**Appendix E**  
OT/PT Observation/Evaluation Form

Employee: \_\_\_\_\_

Date: \_\_\_\_\_

**I. Counseling:**

- Provides specialized services, individually and in groups.
- Formulates goals and objectives.
- Maintains positive and effective counselor-student interactions.
- Makes referrals to outside agencies when appropriate.

Comments:

**II. Consultation & Collaboration:**

- Uses effective forms of oral and written communication.
- Collaborates with families, teachers, students, and outside agencies.
- Maintains positive and effective interpersonal relationships.
- Consults with staff and interprets data in order to provide appropriate intervention to address the needs of children.

Comments:

**III. Assessment, Prevention & Intervention:**

- Demonstrates knowledge of problem identification and analysis.
- Uses appropriate instruments, techniques and procedures.
- Helps others generate prevention & intervention strategies, implement plans, and monitor progress.
- Recognizes and initiates efforts to address needs and gaps in curriculum, programs and support services in the greater school community.

Comments:

**IV. Professional Practices & Conduct:**

- Manages the assigned duties effectively.
- Manages time effectively.
- Maintains an organized, functional, and up-to-date area for providing services.
- Follows the laws, policies, and procedures that govern school programs.
- Demonstrates and seeks to expand professional knowledge.
- Maintains confidentiality and ethical standards of profession.
- Demonstrates and promotes awareness of multicultural and diversity issues.

Comments:

**Evaluator's Summary Comments:**

**Employee Comments:**

\_\_\_\_\_  
Administrator Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

Copies: Employee  
Administrator  
Personnel File





# Appendix G

## APPR Summative Review Form

Final Evaluation Teacher Signature: \_\_\_\_\_

Date \_\_\_\_\_

Administrator Signature: \_\_\_\_\_

Date \_\_\_\_\_

<b>DOMAIN 1: Planning and Preparation (18 points)</b>	<b>Ineffective (0)</b>	<b>Developing (1)</b>	<b>Effective (2)</b>	<b>Highly Effective (3)</b>	
A: Demonstrating Knowledge of Content and Pedagogy					
B: Demonstrating Knowledge of Students					
C: Setting Instructional Outcomes					
D: Demonstrating Knowledge of Resources					
E: Designing Coherent Instruction					
F: Designing Student Assessments					
<b>TOTAL SCORE FOR DOMAIN 1</b>					<b>0</b>

<b>DOMAIN 2: The Classroom Environment (15 points)</b>	<b>Ineffective (0)</b>	<b>Developing (1)</b>	<b>Effective (2)</b>	<b>Highly Effective (3)</b>	
A: Creating an Environment of Respect and Rapport					
B: Establishing a Culture for Learning					
C: Managing Classroom Procedures					
D: Managing Student Behavior					
E: Organizing Physical Space					
<b>TOTAL SCORE FOR DOMAIN 2</b>					<b>0</b>

<b>DOMAIN 3: Instruction (30 points)</b>	<b>Ineffective (0)</b>	<b>Developing (2)</b>	<b>Effective (4)</b>	<b>Highly Effective (6)</b>	
A: Communicating with Students					
B: Using Questioning and Discussion Techniques					
C: Engaging Students in Learning					
D: Using Assessment in Instruction					
E: Demonstrating Flexibility and Responsiveness					
<b>TOTAL SCORE FOR DOMAIN 3</b>					<b>0</b>

<b>DOMAIN 4: Professional Responsibilities (15 points)</b>	<b>Ineffective (0)</b>	<b>Developing (1)</b>	<b>Effective (2)</b>	<b>Highly Effective (3)</b>	
A: Reflecting on Teaching					
B: Maintaining Accurate Records					
C: Communicating with Families					
D: Participating in a Professional Community					
E: Growing and Developing Professionally					
<b>TOTAL SCORE FOR DOMAIN 4</b>					<b>0</b>
<b>TOTAL SCORE FOR OBSERVATIONS/OTHER EVIDENCE (out of 78)</b>					
<b>TOTAL SCORE FOR LOCAL ASSESSMENTS (0-15/20 points)</b>					
<b>TOTAL SCORE FOR STATE/DISTRICT ASSESSMENTS (0-20/25 points)</b>					
<b>INVERTED SCORE FOR OBSERVATIONS/OTHER EVIDENCE (0-60 points)</b>					
<b>TOTAL APPR SCORE (0-100 points)</b>					<b>0</b>



## Appendix H

### Conversion Chart

INEFFECTIVE		DEVELOPING		EFFECTIVE		HIGHLY EFFECTIVE	
Raw Score	HEDI Score	Raw Score	HEDI Score	Raw Score	HEDI Score	Raw Score	HEDI Score
0	0	25-26	50	43-52	57	62-70	59
0.5	1	27-28	51	53-61	58	71-78	60
1	2	29-30	52				
1.5	3	31-33	53				
2	4	34-36	54				
2.5	5	37-39	55				
3	6	40-42	56				
3.5	7						
4	8						
4.5	9						
5	10						
5.5	11						
6	12						
6.5	13						
7	14						
7.5	15						
8	16						
8.5	17						
9	18						
9.5	19						
10	20						
10.5	21						
11	22						
11.5	23						
12	24						
12.5	25						
13	26						
13.5	27						
14	28						
14.5	29						
15	30						
15.5	31						
16	32						
16.5	33						
17	34						
17.5	35						
18	36						
18.5	37						
19	38						
19.5	39						
20	40						
20.5	41						
21	42						
21.5	43						
22	44						
22.5	45						
23	46						
23.5	47						
24	48						
24.5	49						



# Appendix I

Teacher Improvement Plan (TIP) Form

Teacher: \_\_\_\_\_

Date of Initial Meeting: \_\_\_\_\_ Date of Plan: \_\_\_\_\_

## Areas of Concern based on the Skills and Attributes of Effective Teachers:

### **DOMAIN 1: Planning and Preparation**

- Demonstrating Knowledge of Content and Pedagogy
- Demonstrating Knowledge of Students
- Setting Instructional Outcomes
- Demonstrating Knowledge of Resources
- Designing Coherent Instruction
- Designing Student Assessments

### **DOMAIN 2: The Classroom Environment**

- Creating an Environment of Respect and Rapport
- Establishing a Culture for Learning
- Managing Classroom Procedures
- Managing Student Behavior
- Organizing Physical Space

### **DOMAIN 3: Instruction**

- Communicating with Students
- Using Questioning and Discussion Techniques
- Engaging Students in Learning
- Using Assessment in Instruction
- Demonstrating Flexibility and Responsiveness

### **DOMAIN 4: Professional Responsibilities**

- Reflecting on Teaching
- Maintaining Accurate Records
- Communicating with Families
- Participating in a Professional Community
- Growing and Developing Professionally

Other Comments:

**Specific Areas of Focus:**

Area of Concern	Goal/Strategy	Time Frame	Support Resources or Strategies	Completion of Goal Dates

\_\_\_\_\_  
Administrator Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Teacher Signature

\_\_\_\_\_  
Date

**Appendix J**  
Self-Improvement Plan (SIP) Form

Name \_\_\_\_\_ Date \_\_\_\_\_

1. My primary focus is:
  
  
2. My rationale for this selection is:
  
  
3. The major action steps I intend to take:  
*(include activities such as training opportunities, observations, feedback mechanisms, portfolio development, student products, videotapes of teaching, readings, research, visitation, classroom projects, professional reports, mentoring and/or outreach to parents)*
  
  
4. The supports I need to carry out this professional improvement plan are:



## Appendix K Appeals Form

Please submit the signed and completed form to the Lead Evaluator (Level 1), Review Board (Level 2), or Superintendent (Level 3).

Teacher Name \_\_\_\_\_ Date APPR/Tip Received \_\_\_\_\_

Authoring Evaluator \_\_\_\_\_ Date of Appeal \_\_\_\_\_

By submitting this appeal, I am requesting that the Lead Evaluator, Review Team, or Superintendent review the attached APPR and supporting documents to determine whether to deny the appeal, to sustain the appeal and grant the remedy sought, or to sustain the appeal and modify the remedy.

Teacher Signature \_\_\_\_\_ Date \_\_\_\_\_

**LEVEL OF APPEAL (check one)**

- Level 1       Level 2       Level 3

**TYPE OF APPEAL**

- PROCEDURAL:** Please explain why the evaluation process was procedurally flawed (include CBA language, relevant documents and the evaluation or TIP under appeal). Attach additional pages if necessary.

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- SUBSTANTIVE:** Please check all the boxes below for areas that are being appealed. Explain why you believe the remedy being sought should be granted. Attach additional pages if necessary.

- Domain 1: Planning and Preparation
- Domain 2: The Classroom Environment
- Domain 3: Instruction
- Domain 4: Professional Responsibilities

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**REMEDY SOUGHT:** \_\_\_\_\_

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## Appendix L

### Framework for Teaching Rubric (2011 Revised Edition)

Charlotte Danielson's Framework for Teaching (2011 Revised Edition) is the next generation of this research-validated instrument for teacher observation, evaluation and development. Charlotte Danielson has selected Teachscape as the exclusive electronic provider of this refined instrument.

In the Framework for Teaching (2011 Revised Edition) all the domains, components, and elements are identical to the earlier version. Therefore, the pre-existing research foundation applies.

The Framework for Teaching (2011 Revised Edition) is specifically enhanced to be used as an evaluation instrument. The enhancements contained in the Framework for Teaching (2011 Revised Edition) are based on lessons learned from the Measures of Effective Teaching (MET) Project, a large scale research study funded by the Bill & Melinda Gates Foundation that used the Framework for Teaching to evaluate over 20,000 classroom lessons.

Based on her experience with the MET Project, Charlotte Danielson has enhanced her Framework for Teaching (2011 Revised Edition) to be even more effective, precise, and useful as a tool for teacher evaluation.

See below for a summary of the key changes from the old version to the newly updated Framework for Teaching (2011 Revised Edition).

Old version of the Framework for Teaching	Framework for Teaching (2011 Revised Edition)
Rubrics for each component contain general language helpful for professional development but not well suited for precise evaluation.	Rubrics for each component have been revised to include more precise language enabling for better observer discernment between teacher performance at different levels.
Absence of Critical Attributes makes it difficult to identify instructional evidence tied to each component and performance level.	Critical Attributes have been added for each Component and performance level. Critical attributes are specific observable teacher and/or student behaviors or actions that are evidence of a teacher's performance at a specific performance level relative to a particular Component.
Absence of possible teaching examples means that observers must generate their own examples without being sure they are accurate.	Possible teaching examples have been added for each level of performance, for each Component, to assist observer in determining examples of classroom practice that would observe as evidence for each Component.

With these new additions and adjustments, the Framework for Teaching (2011 Revised Edition) is now the best, most reliable instrument available for high-stakes evaluation of teaching.

