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#### **Contract Database Metadata Elements**

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# Agreement

Between the

SUPERINTENDENT OF SCHOOLS

Of the

GORHAM-MIDDLESEX VALLEY CENTRAL SCHOOL  
DISTRICT("MARCUS WHITMAN")

And the

MARCUS WHITMAN TEACHERS' ASSOCIATION

**July 1, 2014 through June 30, 2016**

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## **PREAMBLE**

The purpose of this agreement is to encourage and increase mutual understanding and cooperation between the Superintendent of Schools of the Marcus Whitman Central School District and the professional employees represented by the Marcus Whitman Teachers' Association and to enable the professional employees more fully 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 Marcus Whitman Central School under provisions of Chapter 392 of the laws of 1967 (Public Employees' Fair Employment Act.)

This agreement is made and entered into this \_\_\_ day of \_\_\_\_\_, 2014 by and between the Superintendent of the Marcus Whitman Central School District (hereinafter referred to as the Superintendent) and the Marcus Whitman Teachers' Association (hereinafter referred to as the Association).

## **PHILOSOPHY**

The Superintendent and the Association firmly believe that the primary function of the Superintendent and the professional staff is to assure each student attending Marcus Whitman Central School the highest level of educational opportunity obtainable. The Superintendent recognizes that teaching is a profession requiring specialized educational qualifications; the Superintendent and the Association believe that the optimal educational program can be realized only when mutual understanding, cooperation, and effective communication exist between the Superintendent and the professional staff.

## **ARTICLE I** **Recognition**

The Marcus Whitman Central School Board of Education hereby recognizes the Marcus Whitman Teachers' Association as the exclusive negotiating agent for those people in the following unit:

Included: the unit includes people in the following positions: teachers, guidance counselors, school psychologists, occupational therapists, substance abuse counselors, long-term substitute teachers and registered school nurses.

Excluded: the unit excludes people in the following positions: the Superintendent of Schools, Business Official, Director of Student Support Services, Principals, Athletic Director, and per diem substitute teachers.

Such recognition shall be continuous unless challenged by a bona fide employee group in accordance with law.

## **ARTICLE II**

### **Association Security**

All unit members hired prior to July 1, 1991, who are current members of the Marcus Whitman Teachers' Association, will continue such membership or pay an agency fee to the Marcus Whitman Teachers' Association. All unit members hired on or after July 1, 1991 will join the Marcus Whitman Teachers' Association or pay an agency fee to the Marcus Whitman Teachers' Association.

The Marcus Whitman Teachers' Association and each unit member agrees to hold the District completely harmless from any and all claims which might result from District's implementation of this provision.

## **ARTICLE III**

### **Negotiation Procedures**

- A. At a mutually agreed upon time or no later than February 1st of the final year of the Agreement, the parties will enter into good faith negotiations over a successor Agreement covering the following school year. If such an Agreement is not concluded 120 days prior to the last day of the school year, either party may request the use of mediation. The parties shall request the Public Employment Relations Board to assist the parties to reach an agreement.
- B. This Agreement shall be effective as of July 1, 2014, and shall continue in effect through June 30, 2016. Both parties agree to continue working on necessary changes during the life of the contract and not just at contract termination.
- C. Neither party in any negotiations shall have any control over selection of the representatives of the other party and each party may select its representatives from within or outside the school district. While no final agreement shall be executed without the ratification of the Association and the Superintendent, the parties mutually pledge that their representatives will be clothed with all the necessary power and authority to make proposals, consider proposals, and reach compromises in the course of negotiations.
- D. Impasse shall occur when both parties agree to the substance of unresolvable differences. Negotiations shall continue as long as the parties are reaching agreement on some issues. Total impasse may occur when either party refuses to negotiate further.
- E. This agreement is the result of collective negotiations between the Superintendent and the Association, which have been conducted according to the Taylor Law. It is the intention of the parties involved that the policies and regulations set forth in the final agreement shall govern their relations during the term of the agreement.

**ARTICLE IV**  
**Definitions of Terms**

As appears in the following agreement, the following terms have the respective meanings set forth below:

1. School District refers to the Gorham-Middlesex Valley Central School District, also known as the Marcus Whitman Central School District.
2. Board of Education refers to the Board of Education of the Marcus Whitman Central School District.
3. School year refers to period starting on the first day of September and ending the thirtieth day of June.
4. Association refers to the Marcus Whitman Teachers' Association.
5. Superintendent refers to the Superintendent of Schools of the Marcus Whitman School District.
6. Faculty and/or teachers refers to the professional staff positions of the Marcus Whitman Central School District represented by the Marcus Whitman Teachers' Association including the registered school nurses except where specifically excluded (See Article XVI).
7. Agreement refers to this contractual agreement between the Superintendent and the Association.

**ARTICLE V**  
**Dues and Other Deductions**

- A. The Board of Education of Marcus Whitman Central School agrees to deduct from the salaries of its employees dues for the Marcus Whitman Teachers' Association, and its affiliates, as said teachers individually and voluntarily authorize the Board to deduct and to transmit the moneys promptly to such association. Teacher authorizations shall be in writing in the form set forth below:

Designation and Payroll Deduction Authorization

-----  
(Print) Last Name      First                                  Initial                                  Bldg.  
-----

Address \_\_\_\_\_

TO: Board of Education of Marcus Whitman Central School

Pursuant to Chapter 392, Laws of 1967

I hereby request and authorize you, according to arrangements agreed upon with such association, to deduct from my salary and transmit to the associations indicated below the dues as certified by the respective associations. I hereby waive all rights and claim for said moneys so deducted and transmitted in accordance with this authorization and relieve the Board of Education and all its officers from any liability therefore. This authority shall be continuous while employed in this school system or until withdrawn by written notice.

Marcus Whitman Teachers' Association

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

\_\_\_\_\_  
Date

- B. Deductions referred to in Section A above shall be made in the following manner. The total annual membership dues for those designated professional associations, certified as mentioned above shall be deducted in equal installments beginning with the first pay period in October. No later than two weeks prior to the first scheduled paycheck in October, the Association shall:
- (1) Provide the Board with a list and the original signed dues authorization cards of those employees who have voluntarily authorized the Board to deduct dues for the association named in Section A above and,
  - (2) Forward at the same time to the respective affiliate associations, a list of members and their addresses who have elected payroll deduction for such associations.

## **ARTICLE VI**

### **Teacher Assignment**

- A. Assignment:
1. Each teacher in grades 7-12, if necessary, shall be assigned a homeroom or other activity related to the teaching area as part of the regular assignment excluding the extra duty salary schedule.
  2. Homeroom assignments, if required, when possible, will be made before June 30 and will be discussed with the teacher involved; continuation as advisor with the same group if teacher prefers, with agreement from the administration.
  3. All teacher assignment changes, when possible will be discussed with the teacher(s) involved, and when at all possible, will be decided 30 days prior to the school opening, except in emergencies.

4. Lunch Period: During each full workday each unit member is entitled to a thirty-(30) minute duty free lunch period.
5. Secondary classroom teachers. The normal teaching load for secondary classroom teachers is five (5) daily periods of classroom instruction periods plus the equivalent of one (1) period of supervisory assignment. The supervisory assignment includes study hall supervision, hall duty (if necessary), assignment to teacher-student resource centers or other duties that the principal may deem essential for efficient operation of the school.

An alternative teaching load for classroom teachers is six (6) daily periods of classroom instruction with no supervisory assignment. The teaching of six (6) daily periods of classroom instruction is voluntary on the part of the unit member.

The rest and remainder of the day is for unit members' autonomous use of professional time.

#### 6. Elementary Teachers (K-6) – Autonomous Use of Professional Time.

Elementary teachers will be given a minimum of forty (40) minutes per day without classroom duties for unit members' autonomous use of professional time. This is in addition to their thirty (30) minute duty-free lunch period. An effort will be made to extend the forty (40) minutes in the future.

Regular classroom elementary teachers will be provided the regularly scheduled services of an aide for one forty (40) minute time period each full pupil week in addition to their daily forty (40) minute free time and lunch period. The utilization of the aide's services is at an individual teacher's discretion and may include student supervision in or out of the individual teacher's classroom, classroom preparation, student assistance or other appropriate responsibilities.

A building-based teacher committee designated by the Association building representative with the building principal will develop the schedule for such services with input from individual teachers.

Upon application to and with the approval of the building principal, the District will provide five (5), one-half days of release time for preparation purposes for each special area elementary teacher. The request will be submitted on a mutually agreed upon form. Teachers with responsibilities at both the elementary and secondary level will receive prorated release time.

7. Pre-Kindergarten Preparation and Planning Time.  
Autonomous preparation and planning time for Pre-Kindergarten teachers is provided during the period of time between ending of the morning session and the

start of the afternoon session. The time is 1 hour and 10 minutes, which does include a thirty- (30) minute duty free lunch period.

In addition, when there is an “early release” day during which elementary students are dismissed after a half-day of classes, Pre-Kindergarten teachers will have the morning without students to use as autonomous preparation and planning time (and will have a shortened work day as described in paragraph 8 below).

8. **Elementary School Parent Teacher Conferences (Grades PreK-6)**

The District currently provides parent-teacher conference days each school year (Grades Pre-K through Grade 5—usually one in the fall and one in the spring; Grade 6—usually one in the fall) during which parents meet with teachers after the normal workday. For each such parent teacher conference, the District agrees to schedule a workday that is shortened into a half day for those teachers who attend after-school parent-teacher conferences.

- B. **Teaching hours:** The teacher workday shall not exceed seven hours and fifteen minutes. A time schedule for teachers at each building shall be formulated by the administration and become a part of the administrator and teacher's handbook.
- C. **Vacancies:** The faculty shall be advised of all professional staff and administrative vacancies at a reasonable time before the vacancy is to be filled. Such vacancies shall be posted in writing on the designated professional bulletin board in each school building at least ten (10) days before the applications are due in the district office. This ten (10) day period will be waived in the case of an emergency. The Association president will be advised about a vacancy, which occurs during a recess period.
- D. **Extra Pay Assignments:** Each year prior to May 1, all teachers will be asked to indicate their interest in any extra pay job. Those requesting new assignments will be asked to indicate preparation for the jobs. When no qualified applicants are known to be interested in these positions, and if no person is available, the Superintendent may seek the services of a person from outside the employ of the district.
- E. **Retention of Tenure:** Retention of tenure by teachers changing grade or subject assignment will be governed by Education Law, Section 3012.
- F. **School Year:** The maximum number of days to be included in the teacher's school 1 year between September 1 and June 30 will be 187 days (1 day may be used from the approved menu plan). Other days may be used with approval of administration. The day must be recorded with the administration within at least five (5) days of occurrence.

The days (or part of) beyond the normal 186 academic calendar days shall be utilized from the following options (“menu plan”):

- Participate in curriculum development projects.
- Participate in staff development

- Participate in new year preparations
- Participate in Joint District/Association initiatives.
- Participate in Parent Conference outside the normal school day
- See more menu items on the back of the Request for Professional Day form

If the District is not able to provide the number of days of instruction that will yield the maximum amount of operating State aid (180 days of instruction) additional day(s) will be scheduled during any remaining Superintendent Conference Days, recess or vacation periods remaining in the school year (with Superintendent's Conference Days to be used first) in order to maximize the amount of NY State Aid; and when this occurs, there shall be no additional compensation paid to unit members to make up these days of instruction.

If the administration determines there is a need for additional days of instruction beyond the 187 teacher work days then teachers shall be compensated in addition to the negotiated annual salary at their per diem rate (1/200<sup>th</sup> of the salary) for each additional day of work.

G. Department Chairperson and Team Leaders:

Department Chairs may be established in the following departments:

Counselors (PreK-12)	Arts in Education (preK-5)
Fine Arts (K-12)	Foreign Language (6-12)
Music (K-12)	Occupations/Technology (6-12)
Physical Education (K-12)	Science (6-12)
English Language Arts (6-12)	Arts in Education (6-12)
Math (6-12)	Social Studies (6-12)
Pupil Support Services (6-12)	
Special Education (Pre K - 2)	
Special Education (3 - 5)	

Team Leaders may be established in the following departments:

Pre-K-Kindergarten	First Grade
Second Grade	Third Grade
Fourth Grade	Fifth Grade
Grade 6	Grade 7
Grade 8	

Prior to the appointment of a department chairperson, the District will consider recommendations from the faculty within the Department. The Superintendent will make the recommendation for the appointment.

The EPC shall be given the responsibility to develop the job descriptions for the department chairperson positions. Chairs will be appointed by July 15 of each year.

Compensation: The compensation paid to Department Chairs and Team Leaders will be \$1,625 for the life of this Agreement.

If by September 15, the Administration determines that a particular chairperson's responsibilities for that year will exceed the general requirements as defined in the job description, that chairperson will be reimbursed at his or her per diem salary prorated for the extra time needed beyond the normal work day. This pro-ration will be in addition to the amount specified above.

H. Mainstreaming of BOCES Students:

1. Philosophy - The Marcus Whitman Central School District recognizes that its primary obligation is to educate the students of the Marcus Whitman District. We understand the philosophical benefits of mainstreaming for all students involved in this process, and therefore, feel it is necessary to establish sound criteria and procedures so that the process is successful for everyone involved. BOCES students will be mainstreamed for the primary purpose of testing student adjustment to larger group instruction and interaction with regular students. The ultimate goal is to return the BOCES student to his or her home district.
2. Criteria - Students will be academically capable of performing at grade level and be expected to behave according to the standards established by the classroom teacher.
3. Class Size - The classroom teacher will have the final say as to whether or not a student is mainstreamed into his or her classroom. Class size language as per Article VIII of this Agreement will be respected.
4. Procedure
  - a. Prior to entrance into a mainstreaming situation, a pre-placement conference will be held with the Marcus Whitman classroom teachers, Marcus Whitman building principal, BOCES teacher, and BOCES administrator.
  - b. The BOCES teacher will explore classroom standards and obtain materials from the regular teacher. Materials will be selected according to the student's intended mainstream level.
  - c. Generally speaking, placement in a class for less than a whole period can create frustration for the student involved and is a disruption for the class. Therefore, BOCES students will be mainstreamed for entire periods unless mutually agreed upon between teachers. The regular classroom schedule will take precedence over the BOCES schedule and BOCES will be expected to meet that schedule.
  - d. If the BOCES student is not ready academically or fails to adjust socially, the receiving classroom teacher must be willing to report this fact to the Marcus Whitman building principal.

- e. Classroom teachers will have the full support of their building principals in the implementation of the mainstreaming process.
  - f. Evaluation of mainstreamed students will be reported through the use of standard Marcus Whitman report cards.
  - g. Marcus Whitman teachers will be evaluated by the Marcus Whitman administrative staff only.
  - h. Training for Marcus Whitman teachers concerning mainstreaming and in dealing with mainstreamed students will be provided through SETRC (Special Education Training Resource Center) whenever necessary.
5. Assessment - A committee will be established in each building to assess the mainstreaming process and resolve any conflict situations that arise. The committee will consist of the Marcus Whitman Superintendent, building principal, BOCES principal, classroom teacher, building representative and the Teachers' Association President.
6. Remuneration - The funds can be disbursed in the form of a stipend to the participating Marcus Whitman teachers and/or for the purchase of materials for their classrooms.

Payment Schedule

The method of reimbursement to teachers for accepting BOCES handicapped students will be as follows:

At the secondary level all classes are planned on a 40-minute basis, while academic elementary classes are more likely to be held anywhere between 30-50 minutes. Therefore, we will treat all classes in that time range equally with a standard 40-minute class. In cases of extended contact time (more than 50 minutes), such as a youngster placed in a Kindergarten class for two hours, calculations will be made in units of 40-minute blocks on a prorated basis.

**The payment schedule will be:**

<b>Percentage of Base(Step 1)</b>	<b>Type of Instructional Situation</b>	<b>Dollar Amount 2014-2015</b>	<b>Dollar Amount 2015-2016</b>
.020	One 40 minute class daily for the year	\$756.00	\$758.00
.010	One 40 minute class daily for the semester	\$ 378.00	\$379.00
.005	One 40 minute class daily for ten weeks	\$189.00	\$190.00
.004	One 40 minute class weekly or two 20 minutes classes weekly, i.e., Elementary	\$151.00	\$152.00

.006	Art, Library, Music or PE Three 20 minute classes weekly, i.e.,	\$227.00	\$227.00
.010	Elementary Music or PE	\$378.00	\$379.00
.020	MS Band or Chorus, Secondary PE HS Band or Chorus	\$756.00	\$758.00

**Note: Partial/extended assignments will be pro-rated.**

## **ARTICLE VII**

### **Professional Education and Educational Program Committee**

- A. Conference attendance and visitation will be at the discretion of the administration.
- B. To utilize the talents and expertise of all personnel of the Marcus Whitman Central School District, there shall be an Educational Program Committee (EPC) to review programs and make recommendations for the future.
1. The committee shall consist of:
    - Four (4) elementary teachers; one (1) primary and one (1) intermediate level teacher from each elementary building.
  
    - Five (5) secondary teachers; two (2) from the middle school level, two (2) from the high school level, and (1) from the ECO facility.
  
    - Four (4) administrators
  
    - Teacher members shall be appointed by the Association President. Terms of appointment shall be for one (1) year in length. Such terms shall commence July 1. Notifications of such appointments shall be forwarded to the Superintendent in writing. Every effort will be made to maintain a consistency of membership.
  2. Payment for unit member serving on the EPC as set forth in B.1. shall be limited to a total stipend of one and one half percent (1.5%) of the member's annual salary. Such payment is in recognition of the hours worked in committee meetings after the teacher's normal workday. Summer meetings shall be additionally reimbursed at a per diem rate. Should a teacher member serve as the EPC chair, he/she shall receive secretarial support services and an additional stipend of one half of one percent (.5%).
  3. Committee Responsibilities:
    - a. Curriculum Development
      1. Research and Development
      2. Speakers and Field Trips

3. Testing and Grading
  - b. In-service Education Programs
  - c. Parent Visitations
  - d. Create Subcommittees if necessary
  - e. Schedule meetings with minimum of eight (8) per year
  - f. School Calendar
  - g. Teacher Evaluation
  - h. Student Discipline
  - i. Sabbatical Proposal Review
  
4. The EPC will study the effectiveness of current practice, proposals for improved practices, and proposals for practices to be newly instituted for the following:
  - a. Teacher evaluation
  - b. Department/Grade Chairperson responsibilities
  - c. Teacher preparation time and assignment load/responsibilities
  - d. Individual curriculum development proposals/practices
  - e. Procedures regarding the hiring and tenuring of probationary faculty and the opportunity for faculty recommendation in the process
  - f. Mentorships
  
5. All recommendations of the committee will be made to the Superintendent and the President of the Marcus Whitman Teachers' Association. The EPC's recommendations shall be forwarded to the Board of Education by the Superintendent with his/her comments. The Association President may also choose to comment upon the recommendations at this time. The Board will respond to the EPC in writing with a copy to the Superintendent and the Marcus Whitman Teachers' Association President.

## **ARTICLE VIII**

### **Conditions of Employment**

- A. Class Size  
 Class size will be stabilized at the average of the class levels, which existed during the first two attendance periods of the 1977-78 school year. Should class sizes significantly exceed those levels\*, the issue of class size will remain a mandatory item for bargaining.  
  
 \*Refer to case #AAA 15-39-0587-76
  
- B. Dismissal  
 No teacher after teaching two (2) consecutive years in the District and having commenced teaching the third year will be dismissed without the privilege of a hearing before the Board of Education.

**ARTICLE IX**  
**Evaluation of Teachers**

Evaluation

- A. The evaluation process will be led by the building principals and may include the Director of Pupil Personnel Services and the Director of Health, Physical Education and Athletics, as well as other building principals.
- B. All probationary teachers will be observed by at least two different administrators during the probationary period.
- C. No evaluative materials will be placed in a teacher's file until the teacher has had the opportunity to review such material. The teacher shall affix his/her signature to the copy to be filed with the express understanding that such signature in no way indicated agreement with the contents therein.
- D. The Superintendent will designate one Superintendent's Conference Day to work on the Professional Growth Plan (PGP). Unit members participating in the "Greatness: The Whitman Way" Initiative will have autonomous time during three of the Superintendent's Conference Days.

The Teacher Evaluation System (TES) is attached as Addendum A.

The parties are aware of a new law, Chapter 103 of the Laws of New York, 2010, which provides that public school districts must begin to adopt a new evaluation system. According to that law, several aspects of the new evaluation system are subject to the process of collective negotiations. The Commissioner of Education has issued regulation on or about May 12, 2011 and any agreement signed after July 1, 2010 must be consistent with these regulations.

With regard to those APPR/New Evaluation System issues that must be subject to negotiations as a result of the new law, the parties agree to continue negotiations on those other aspects concerning the new evaluation process required by Chapter 103, Laws of New York, 2010, upon the written request of either party.

**ARTICLE X**  
**Leaves**

- A. Association Leave  
The Association will be granted a total of six (6) days during the regular school year to attend to Association-related matters. The President or his/her designee will first seek permission to be absent from the Superintendent. Such permission shall not be unreasonably withheld.

B. Health Related Leave

Health Related Leave, serious illness or death in the family. Full-time 10-month employees shall be granted 13 days per year at full pay for personal illness, death or serious illness in the family, accumulation unlimited. In case of illness exceeding 10 days, a doctor's certificate will be furnished if requested by the Superintendent.

C. Sick Day Bank

A Sick Day Bank will be established in the District under the following conditions:

All contributions will be voluntary.

Each member of the bargaining unit shall have the opportunity to elect to participate in the Sick Day Bank by enrolling in the Bank no later than October 1, or within 30 days of employment if hired after the beginning of the school year. Only such members will be eligible to use the days from the bank.

The Sick Day Bank may only be used for involuntary disabilities or illnesses. Medical reports by the member's physician may be required as a condition for use of the bank.

The sick days presently in the bank will remain in the bank as of the date of signing this Agreement. Contributors of those days will remain as members of the Sick Day Bank. Each new enrollee will be immediately assessed one (1) day, which shall be added to the bank. When the bank has been depleted to 40 days, all members will be automatically assessed one day, which will be added to the bank. This process will be repeated at any future time the bank is again depleted to 40 days.

A person will not be able to withdraw days from the sick day bank until his/her own sick leave is depleted.

A member of the sick day bank must be absent for 10 consecutive days prior to commencement of use of the Sick Day Bank.

The Sick Day Bank will be administered by the Superintendent and one faculty member from each building, appointed by the President of the Association. The Superintendent or his designee will submit a detailed report of the operation and use of the Sick Day Bank including, but not limited to, the names of each of the individuals using sick days, the type of involuntary disability or illness. The report shall be submitted to the Clerk and members of the Board of Education and the Teachers' Association on or before July 15 of each year.

D. Personal Days

At the beginning of each school year, a unit member will be credited with up to three (3) personal leave days toward a total accumulation of five (5) days. These days will not be deducted from health related or family days.

No more than five (5) personal leave days are to be used in any one year. If at the beginning of the school year, the three (3) days credited annually to the unit member would exceed five (5) total accumulated days, the excess is to be credited to the unit member's sick or family day leave.

Notification forms for personal days will be available in the main office of each building.

Unit members may not take three (3) or more personal days in a row during the first five (5) instructional days nor during the last five (5) instructional days of the school year.

No more than eight (8) unit members may take three (3) or more personal days in a row to extend the same recess or holiday period. If more than eight (8) unit members desire such usage, those who are permitted leave is to be determined by lot.

Request for personal days before vacations need to be submitted as soon as possible for planning purposes.

Unit members will provide two weeks (school weeks) notice to use a personal day the day immediately proceeding or following the February and April recess periods, except for emergency situations.

Non-extended vacation requests. (legal, business etc.), will continue to be honored.

E. Absence Due to Quarantine

Full pay will be allowed for the duration of the quarantine.

F. Military Leave

Military leave will be granted and reinstatement made in compliance with Military Law Section 243.

G. Workmen's Compensation Cases

Absence due to injury or illness as a result of the conditions of employment and accepted as a compensation case by the Workmen's Compensation Board shall not be charged against the teacher's sick leave. He/she shall continue on full salary for a maximum of one (1) year. After the one-year period, the employee would receive compensation payments from the insurance carrier until such time as the Compensation Board would render a decision.

H. Jury Duty

An employee called for Jury Duty shall receive a full day's pay from the District and the expense money paid by the judicial body. Remuneration from the judicial body will be turned over to the district.

I. Sabbatical Leave

1. Sabbatical leave of absence will be granted to members of the professional staff subject to the following conditions:
  - a. Application for sabbatical must be submitted to the Educational Program Committee (EPC) with a copy forwarded to the Superintendent. This application will include the sabbatical's purpose, including educational goals, expected professional and/or personal growth, and value to the School District. The EPC will review the application and thereafter tender its recommendation to the Superintendent by February 1. The application will be subject to the Superintendent's approval and the approval of the Board of Education.
  - b. Selection shall be announced no later than April 15.
  - c. Refused applicants shall be informed of the cause of rejection by letter.
2. Teaching personnel who have satisfactorily served seven (7) years within the district or have tenure and four (4) years previous experience are eligible for sabbatical leave.
3. Applicants for sabbatical leave will be selected on the basis of the following criteria:
  - a. Value of leave to the school system.
  - b. Quality of service
  - c. Permanently certified in his or her present teaching assignment or no less than 24 graduate hours of credit beyond provisional certification.
  - d. Number and frequency of previous leaves.
  - e. Number of years of service in the district.
  - f. Date of application.
4. At least two (2) sabbatical leaves will be granted to the professional staff if the criterion in No. 3 is met by the applicants.
5. Sabbatical leave may be taken at full pay for up to one-half (1/2) year. A sabbatical leave for greater than one-half (1/2) year will be at one-half (1/2) pay.
6. As a condition of receiving final approval for a sabbatical leave, a staff member shall file with the Clerk of the Board of Education, a written agreement stipulating that he/she will remain in the service of the district for one (1) year immediately after the expiration of the leave.
7. The applicant must, after enrolling in college, present a schedule of courses to the Superintendent. If the courses do not coincide with the proposed program, the applicant has ten (10) days in which to change the courses.

8. When an employee completes the planned program of the leave, but does not return to the district, he/she shall, within two (2) years, repay the Board of Education the amount received by him/her during the sabbatical leave.
9. When an employee does not remain for a full year, he shall repay the Board of Education in an amount which will bear the same relation to the amount granted as the unexpired period of services bears to one (1) year. This rule does not apply to cases when a person is incapacitated or on parenting leave as defined in Section L of the Marcus Whitman Teachers' Agreement. The employee must make up the year of service after the incapacitation or parental leave or the above rules apply.
10. Staff members on sabbatical leave are granted:
  - a. Reappointment to comparable positions.
  - b. Salary guide credit equal to teaching experience.
  - c. Salary recognition for college credit earned. Payment for the additional credit to begin after the necessary credentials are presented to the Superintendent.
  - d. Continued group health and dental insurance.
  - e. Continued sick leave and retirement credit.

J. Career Leave

Leaves of absence for one (1) year, without pay, may be granted by the Board of Education. Teachers having tenure would maintain tenure during the leave. Leaves of absence without pay for up to one (1) year for alternative career exploration by tenured teachers will be considered. A nurse may also be considered for one Career Leave according to the following procedures during his/her course of his/her employment in the District.

1. A teacher granted a leave of absence July 1 through the end of the first semester or during any part thereof will return at the next sequential step of the salary schedule. A teacher on leave must notify the District ninety- (90) days prior to their anticipated return date of their intent to come back.
2. A teacher taking a leave of absence during the second semester or any part thereof will return at the next sequential step on the salary schedule. A teacher whose leave of absence extends between two semesters, but who teaches the equivalent of at least one semester will be granted a full year of credit on the salary schedule.
3. The teacher on leave will have the option of remaining in the group health and the dental plan by paying his/her own premium.
4. The teacher on leave may return to his or her tenure area. If teacher accepts an assignment other than the tenured areas, it must be assigned according to the New York State Education Law.

5. The salary schedule will govern those on leave.

K. Emergency Leave

In the event of absence due to emergencies, the Superintendent may consider such absence as part of the health related leave program.

L. Parental Leave

A parental leave of absence, without pay, shall be granted to a teacher for the purpose of parenting. A teacher shall be entitled to leave upon request to begin at any time between the commencement of pregnancy and one (1) year after a child is born.

A teacher who is pregnant may continue in active employment as late into her pregnancy as she desires provided she is able to properly perform her required duties. All or any portion of a leave taken by a teacher because of a medical disability connected with or resulting from her pregnancy may, if recommended by her physician, be charged to her available sick leave.

The leave, without pay, shall be granted for a maximum of two (2) years from the beginning of the leave.

The teacher taking the leave shall notify the Superintendent in writing of the desire to take such leave at least thirty (30) days prior to the date on which the leave is to begin, except in the case of emergency. In the notice concerning the beginning of the leave, the teacher will notify the Superintendent as to the earliest date that the teacher will return to duty.

The teacher returning from this leave shall return to the same position or an equitable position and will be placed on the next step of the salary schedule if she/he had taught one half or more of the school year in which this leave commenced.

M. Short Term Leave of Absence

Unit members will apply to the Superintendent for short term leaves of absence without pay. It is understood that if such a leave is granted by the Superintendent, all applicable health and dental coverage will remain in effect for leaves of one (1) month or shorter.

N. Continuous Employment at District in More Than One Tenure Area

A tenured teacher interested in changing tenure areas for an alternative assignment within the District may be granted up two (2) years leave from his/her current position to be granted a probationary appointment, if available and offered to the teacher in another tenure area.

## **ARTICLE XI**

### **Grievance Procedure**

#### **A. Purpose**

It is the policy of the District and the Association that all grievances be resolved informally or at the earliest possible stage of this grievance procedure. However, both parties recognize that the procedure must be available without any fear of discrimination because of its use. Informal settlement at any stage shall bind the immediate parties to the settlement but shall not be precedents in a later grievance proceeding.

#### **B. Definitions**

1. A "grievance" is a claim, by any teacher or group of teachers in the Marcus Whitman faculty based upon any event or condition affecting terms and conditions of employment as stated in this Agreement.
2. A "teacher" is any person in the unit covered by this agreement.
3. An "aggrieved party" is the teacher or group of teachers who submits a grievance or on whose behalf a grievance is submitted by the Association.

#### **C. Submission of Grievances**

1. The aggrieved party must attempt to resolve the grievance informally and in so doing shall give notice that a "grievance" is being raised by the submission of the grievance form.
2. Each grievance shall be submitted in writing on a form approved by the District. The Association shall identify the aggrieved party, the provision of this Agreement involved in the grievance, the time when and the place where the alleged events or conditions constituting the grievance existed and, if known, the identity of the person responsible for causing such events or conditions and a general statement of the grievance and redress sought by the aggrieved party. (See grievance form)
3. A grievance shall be deemed waived unless it is submitted in writing within thirty-(30) school days after the aggrieved party knew or should have known of the events or conditions on which it is based.
  - a. A teacher or group of teachers may submit grievances, which affect them personally and shall submit such grievance to their building principal.
  - b. The Association may submit any grievance. If it is limited in effect to one school, the grievance shall be submitted to the building principal. Otherwise, it shall be submitted directly to the Superintendent.

D. Time Limits

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

E. Grievance Procedure

1. Building principal - The building principal shall respond in writing to each grievance received. If any aggrieved party is not satisfied with the response of the building principal or if no response is received within the five (5) school days after the submission of grievance, such aggrieved party may appeal to or submit a copy of the grievance to the Superintendent.
2. Superintendent - The Superintendent or his/her designated representative shall, upon request, confer with the aggrieved parties with respect to the grievance and shall deliver to the aggrieved parties a written statement of his/her position with respect to it no later than ten (10) school days after it is received by him/her.

F. Arbitration

1. In the event the Association is not satisfied with the response to a grievance, it may, within fifteen (15) school days after receiving the statement, refer the grievance to arbitration by requesting that the American Arbitration Association or the Public Employment Relations Board propose the name of seven (7) arbitrators. A copy of such request shall be forwarded to the Superintendent.
2. Upon receipt of the names of the proposed arbitrators, a designee of the Superintendent and the Association shall strike names from the list until one ultimately is designated as the arbitrator.
3. The arbitrator's decision will be in writing and set forth the findings, reasoning, and conclusions on the issue submitted to the arbitrator. The arbitrator will be without power or authority to make any decision, which requires the commission of an act prohibited by law or which violates the terms of this Agreement. The decision of the arbitrator shall be binding. The arbitrator shall have no power to alter, add to or detract from the provisions of this Agreement.
4. The cost of the services of the arbitrator will be borne equally by the District and the Association.
5. The election to submit a grievance to arbitration shall automatically be a waiver of all other remedies or forums which otherwise could be available.
6. By mutual agreement of the District and the Association more than one (1) grievance may be submitted to the same arbitrator.

Alternate: E3. Board of Education

Within five (5) days of the determination by the Superintendent if the aggrieved is not satisfied, he/she may make written request to the Board of Education for review and determination. The Board of Education or subcommittee thereof will hold a hearing within ten (10) school days of the receipt of the request to obtain further information regarding the case. The Board of Education shall render a final decision within ten (10) school days after the hearing.

# GRIEVANCE FORM

MARCUS WHITMAN CENTRAL SCHOOL DISTRICT  
And  
MARCUS WHITMAN TEACHERS' ASSOCIATION

Date of Filing \_\_\_\_\_

1. Grievant(s) \_\_\_\_\_

2. Position \_\_\_\_\_

3. Contract Provisions(s) Alleged Violated \_\_\_\_\_

4. Time, Date, Place of Occurrence \_\_\_\_\_

5. Statement of the Grievance (include events and conditions of the  
Grievance and Persons Responsible) \_\_\_\_\_

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

6. Redress Sought \_\_\_\_\_

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

7. Signature of Grievant(s) \_\_\_\_\_

**ARTICLE XII**  
**Salaries and Benefits**

A. Salary Schedules

<b>Marcus Whitman Teachers Association Salary Schedule</b>			
<b>STEP</b>	<b>2013 – 2014</b>	<b>2014 – 2015</b>	<b>2015 - 2016</b>
1	\$37,700	\$37,800	\$37,900
2	\$38,540	\$38,743	\$38,745
3	\$39,587	\$39,604	\$39,712
4	\$40,032	\$40,677	\$40,594
5	\$41,350	\$41,133	\$41,694
6	\$41,607	\$42,484	\$42,161
7	\$41,987	\$42,747	\$43,546
8	\$42,800	\$43,137	\$43,816
9	\$43,993	\$43,970	\$44,215
10	\$44,557	\$45,193	\$45,069
11	\$45,510	\$45,771	\$46,323
12	\$45,926	\$46,748	\$46,915
13	\$46,790	\$47,174	\$47,917
14	\$48,025	\$48,060	\$48,353
15	\$49,437	\$49,326	\$49,262
16	\$50,918	\$50,773	\$50,559
17	\$52,273	\$52,291	\$52,042
18	\$53,621	\$53,680	\$53,598
19	\$55,139	\$55,062	\$55,022

All off step unit members receive a salary increase of 2.5% in 2014-15

All off step unit members receive a salary increase of 2.5% in 2015-16

**2014 - 15**

Applicable graduate service credit hours are paid at the rate of \$23.60 per hour effective July 1, 2014.

Master's Degree \$1128 annual salary payment effective July 1, 2014.

A \$533 salary payment is to be paid when moving from Step 19 to off step. This salary increase becomes part of the unit member's base salary and subsequent salary increases are applied to it.

At Step 25 and each step beyond, a \$3,731 longevity step increase is paid.\*

At Step 30 and each step beyond, a \$2,132 longevity step increase is paid.\*

## 2015 – 16

Applicable graduate service credit hours are paid at the rate of \$24.19 per hour effective July 1, 2015.

Master's Degree \$1156 annual salary payment effective July 1, 2015.

A \$546 salary payment is to be paid when moving from Step 19 to off step. This salary increase becomes part of the unit member's base salary and subsequent salary increases are applied to it.

At Step 25 and each step beyond, a \$3,824 longevity step increase is paid. \*

At Step 30 and each step beyond, a \$2,185 longevity step increase is paid. \*

\* The longevity increases received when a unit member moves from Step 24 to 25 (and each subsequent year) and from Step 29 to 30 (and each subsequent year) are not applied to the unit member's base salary and are instead like annual stipends paid to the unit member. The increases received at Step 29 to 30 (and after) are in addition to the increase from the earlier steps, i.e. for a cumulative total of \$5,863 (\$3731 plus \$2,132) for 2014-15.

The following examples illustrate how the longevity increase in salary operates:

For the 2014-2015 school year, teacher YY moved from step 29 to step 30 and was paid (\$69,980) 2013-2014 school year) in salary plus the salary increase of (2.5%=\$1850) which equals (\$71,830) plus any graduate credit and Master's Degree payments to which teacher YY is entitled. Additionally, teacher YY also receives the step 25 longevity increase of \$3731 plus the step 30 longevity increase of \$2132 for a total of \$5863 in longevity.

For the 2015-2016 school year, teacher YY moves from step 30 to 31 and receives a salary increase of 2.5% for a salary of \$73,626 plus any graduate credit or Master's Degree payments to which teacher YY is entitled. Additionally, teacher YY also receives the step 25 longevity stipend of \$3824 plus the step 30 stipend of \$2185 for a total of \$6009 in longevity.

### B. Eleven Month Positions

Eleven-month unit members will work 20 days between high school graduation and the first required workday for teachers in the fall. The rate of pay for these workdays is per diem pay rate, which is 1/200<sup>th</sup> of the unit member's annual salary.

The summer work schedule will be set by June 1<sup>st</sup> of each school year by the appropriate administrator after consultation with the unit member. The summer work schedule may change if circumstances warrant a change or if additional days of work are needed. Changes will be determined by mutual agreement of the principal and unit member.

### C. Credit for Teaching Experience

New teachers entering the District shall be given salary credit for each year of teaching experience outside the district up to seven (7) years. The Superintendent may grant credit for additional years of experience at his/her discretion. Related work experience outside may be allowed up to a maximum of seven (7) steps. The provisions of this clause are not retroactive.

The Superintendent may grant transfer credit for unused sick leave at his/her discretion. The provisions of this clause are not retroactive.

D. Chaperones, Timers, Scorekeepers & Lifeguards

1. The rate of pay will be:

Position	2014-2015	2015-2016
Chaperones	\$20.50 first hour \$14.35 each additional hour	\$21.00 first hour \$14.70 each additional hour
Timers—Varsity & JV football, basketball, wrestling; varsity soccer, lacrosse & swimming; & modified swimming	\$27.68	\$28.37
Scorekeepers—Home basketball games for official scorekeeper—Varsity & JV (per game)	\$27.68	\$28.37
Lifeguarding	\$20.50/hour	\$21.00/hour

E. Graduate Credit Payment

A teacher may choose salary credit or tuition reimbursement (as set forth in paragraph F. below) for successfully completed graduate study.

A sum of \$23.60 for 2014-15 and \$24.15 for 2015-16 is reflected in the salary for every credit hour of approved study beyond the bachelor's degree. Prior approval of courses for which additional credit certification is desired shall be secured from the Superintendent.

Teachers who file grade reports or transcripts before October 1 will be paid the full sum for each credit hour during the balance of the school year. Teachers who file grade reports for transcripts October 1 through February 29 will be paid half of the sum for each credit hour during the balance of the school year. The number of hours for which payment may be received will be unlimited.

At the discretion of the Superintendent, newly hired teachers may transfer approved in-service credit hours earned for salary credit on the salary schedule at the rate of 1 graduate credit hour for 15 clock hours of in-service course work.

F. Graduate Tuition Reimbursement

In lieu of Article XII, E above, a teacher shall be reimbursed for graduate tuition payments. This reimbursement will be for approved and successfully completed graduate work (with a minimum grade of B) completed during each fiscal year. The total sum of reimbursement

per credit hour will not exceed the part-time graduate credit hour at the SUNY Geneseo rate.

After receipt of an employee's first master's degree, any reimbursement for additional courses taken will require the employee to remain in the district for one year. If an employee leaves within a year of taking an additional course he/she will be required to reimburse the district for that course.

These tuition payments will permanently replace salary benefits as described in Section E of Article XII for graduate hours accrued under this provision. Courses must be relevant to the teacher's certification area or assignment and must receive prior approval of the Superintendent. An official transcript must be submitted for reimbursement.

When a unit member pursues another certification area, that unit member will follow the process set out in this section with respect to undergraduate credit hours and if approved the reimbursement is to be at the undergraduate tuition rate for part-time students at SUNY Geneseo.

This provision does not apply to long-term substitutes, but does apply on a pro-rated reimbursement basis to regular part-time teachers.

G. Master's Degree

The payment for a unit member's first Master's Degree will be at the annual rate of \$1128 for 2014-15 and \$1156 for 2015-16.

H. In-Service and Summer Work

1. Credit for approved in-service courses will be granted on a basis of contact hours with one (1) unit of credit being granted for each fifteen (15) accumulated hours of contact time. The salary adjustments will be made in accordance with Section E of Article XII.
2. When a teacher performs work outside the normal workday or work year, the teacher will be compensated as follows:
  - For tasks such as writing curriculum, teaching or presenting, the teacher will be paid on the basis of a per diem rate of 1/200<sup>th</sup> for that work.
  - When the District mandates that a teacher enroll in a class, workshop or other training course the teacher will be paid on the basis of a per diem rate of 1/200<sup>th</sup> for that work.
  - When a teacher on his/her initiative enrolls or seeks advance approval to enroll in an approved class, seminar or workshop or training exercise, this work will be paid at an hourly rate as follows:

Hourly rate	\$32.00
-------------	---------

3.If payment is made either on the basis of 1/200<sup>th</sup> or the hourly rate, there is no

in-service salary credit awarded to the unit member in addition to the payment.

I. Home Tutoring

When practical, unit members will be provided with an opportunity to do home tutoring. The rate of compensation based upon student contact time will be as follows:

	2014-2015	2015-2016
Hourly rate	\$35.88	\$36.77

Plus one-half hour preparation time for each two (2) hour segment of contact time. Mileage reimbursement will be provided as otherwise stated in this Article.

J. Tax Sheltered Annuities

Unit members shall have the right to enter into an agreement with the Board of Education for the procurements of a tax sheltered annuity as per Section 403 (b)(7) of the Internal Revenue Code and New York State Education Law §3109.

Each request for vendor should be made in writing by the unit member to the Superintendent. All such requests should provide pertinent information regarding the vendor. Upon receiving such a request, the Superintendent shall direct an immediate investigation into the vendors to satisfy the district's needs/concerns.

It is understood that in approving a tax sheltered annuity vendor the Board of Education is not in any way endorsing or guaranteeing the stability of the vendor. Accordingly, the unit member shall hold the District harmless and relieve the District of any liability or claim that might result from the District's compliance with this agreement.

K. Summer Conference/Workshop

A teacher may request to participate in a conference/workshop during the summer recess. If participation is approved by the Superintendent, the District will fund any appropriate registration, transportation, lodging and meal costs. The teacher will receive in-service credit for each approved contact hour in lieu of per diem salary payment. This is exclusive of curriculum development work, other district-assigned responsibilities, and all other specific items noted in the Agreement on in-service.

L. NYSUT Benefit Trust

The District shall check off and remit payments to the NYSUT Benefits Trust upon submission of a signed authorization to the payroll office for any unit member. Such signed authorization may be discontinued at the end of its term upon written notice by the employee to the District. The District shall remit to the NYSUT Benefit Trust the payments deducted and shall furnish the plan and the Association with a list of all employees from whose salaries such deductions have been made. The Marcus Whitman Teachers' Association and each unit member agree to hold the District completely harmless from any and all claims, which might result from the District's implementation of this provision.

M. Reimbursement for Mileage on Personal Car

Teachers driving their own cars on authorized school business will be reimbursed at the Internal Revenue Service rate as of July 1 of each year.

1. The District will reimburse teachers when they travel beyond local district school sites to attend workshops and conferences, which are approved in advance by District administrators. This provision is exclusive of Superintendent's Conference Days.
2. The District will reimburse teachers for travel between school buildings as required by a teacher's academic assignment or district-committee responsibilities.
3. Mileage between local buildings will be set as follows:

Gorham to Middlesex Valley	8 miles
High School to Middlesex Valley	2 miles
High School to Gorham	5 miles
4. Mileage claims may be made at the end of each calendar month on the designated claim form. Claims must be made within the applicable school year.

N. Pay Checks

1. The payroll cycle for unit members will be to have pay days twice per month on the 15<sup>th</sup> and 30<sup>th</sup> of each month. If the 15<sup>th</sup> or 30<sup>th</sup> falls on a non-workday and that date is a holiday or a weekend day, then payment on pay day shall be made on the nearest business day of the District's banking institution prior to the 15<sup>th</sup> or 30<sup>th</sup>. For February, the second monthly payment shall be made on the 28<sup>th</sup> day or nearest business day to the 28<sup>th</sup> day (if the 28<sup>th</sup> is a holiday or weekend day) for the District's banking institution prior to the 28<sup>th</sup>.
2. Unit members will have the option of receiving 20 or 21 paychecks per year. If the unit member opts for 20 pay checks, each paycheck will be computed as 1/20<sup>th</sup> of the unit member's annual salary minus all legal deductions such as taxes and authorized deductions such as Union dues or agency fees. If the unit member opts for 21 paychecks, each paycheck from 1 to 20 will be computed as 1/24<sup>th</sup> of the unit member's annual salary and the 21<sup>st</sup> paycheck will be whatever remains to be paid as due and owing with regard to the unit member's annual salary. The 21<sup>st</sup> paycheck will be made on or before June 30<sup>th</sup> of each fiscal year. These paychecks from 1 to 20 will not always be equal as Union dues deductions begin in October and the paycheck may be augmented by extracurricular stipends and the like even though they shall each contain 1/20<sup>th</sup> of the unit member's annual contract salary.
3. The first paycheck for teachers and other ten (10) month unit employees shall be on September 15<sup>th</sup> (or the day preceding if September 15 is a weekend day).

- O. Representative to the Committee on Special Education  
A unit member who is appointed to serve as the Representative to Committee on Special Education will receive additional compensation if his/her daily work time is extended beyond the normal workday. If the working day is extended for the unit member serving as the coordinator, chair, representative, athletic director or instructor, he/she shall receive a proportionate increase of his/her salary based upon the proportionate increase in daily working time.
- P. Dean of Students  
A unit member who is appointed to the above position will receive ten percent (10%) increase in salary for work performed during the academic year. In addition, they shall receive their per diem rate for up to twenty (20) days of work beyond the academic calendar.
- Q. National Board Certification for Teachers  
Unit members who successfully receive National Board Certification from the National Board of Professional Teaching Standards will receive an annual monetary stipend of \$2,500 beginning with the start of the first full school year after receipt of this credential. This stipend will be paid annually so long as the teacher maintains the credential.
- R. Licenses  
The following unit members will receive \$100 towards the cost of New York State license renewals once every three (3) years: Speech Pathologists, School Psychologists, School Social Workers, Physical Therapists, Occupational Therapists and Substance Abuse Counselors. School Psychologists will also receive \$100 towards the cost of National Certification in School Psychology once every three (3) years. A receipt is required in order to obtain reimbursement.

### **ARTICLE XIII** **Health Insurance Program**

- A. Health Care Program
1. Base Plan.  
Effective September 1, 2014, the District will offer the FLASHP plan called Blue Point 2 Select with an employee co-pay of \$15 for doctor visits and a prescription drug rider that provides a \$5 generic/\$20 preferred brand name and \$35 non preferred brand name drug coverage.  
  
Effective July 1, 2014 unit employees (except RNs) will pay sixteen percent (16%) of the cost of the base health care plan.

Effective July 1, 2014, RNs will pay thirteen and one-half percent (13.5%) of the cost of the base health care plan.

The employee's contribution of the cost of the program is to be made by payroll deduction. This payroll deduction is to be made on a pre-tax basis to the extent permitted by law (i.e. Internal Revenue Code).

The District will pay a portion of the premium for part time teachers and their families which will be commensurate with time worked on a pro rata basis. If the unit employee works half time, then the District's obligation is to pay one half of the District's contribution toward the premium (for e.g., in 2011-2012 the District would contribute half of 86.5% of the premium). Unit members who work .8 FTE and more are eligible to receive the full district contribution for active employees. This provision for health care for part-time employees does not apply to substitute teachers.

2. Where a married couple is employed by the District, the District will only be obligated to provide and pay for one (1) family health insurance premium. The District will not be obligated to provide and pay for separate individual or separate family coverage for the other spouse. In such a case the District agrees to pay the full premium costs. In such a case neither unit member is eligible for the opt out payment contained in paragraph 6 which follows.
3. Other Plans.  
Other mutually agreed-upon plans may be offered to unit members and if the other plan is more expensive the unit member must pay the additional cost. If the other plan is less expensive the District will pay its cost for the base plan to be applied toward the plan and the unit member is required to pay the difference but in no case will the District pay or credit the unit member with any more than one-hundred percent (100%) of any less expensive plan except as otherwise stated in this Article.
  - a. The District will offer Blue Point 2 Extended with employee co-pay of \$5 for doctor visits with a prescription drug rider that provides a \$5 generic/\$20 preferred brand name and \$35 non preferred brand name drug coverage.
  - b. The District will offer Blue Point 2 \$20 Option with employee co-pay of \$20 for doctor visits and a prescription drug rider that provides a \$10 generic/\$25 preferred brand name and \$40 non preferred brand name drug coverage.
  - c. The District will offer, as an option, the FLASHP Plan called Healthy Blue plan, \$15-150 IP/\$75 OP with a prescription drug rider that provides a \$5 generic/\$25 preferred brand name and \$50 non preferred brand name drug coverage. Existing unit members can enroll in the Healthy Blue plan at an open enrollment period as set out by the plan.

- d. The District will offer, as an option, the FLASHP Plan called Healthy Blue High Deductible “100” Plan. The District will contribute 100% of the cost of the plan premium; and 100% of the cost of the deductible into a health savings account on the first day of plan enrollment on January 1<sup>st</sup> up to the amount of the District’s contribution to the health care base plan on behalf of a full-time employee. Should the full cost of this plan and the full cost of the deductible exceed the district contribution to a full-time employee enrolled in the base plan, then the parties agree that the plan is to be funded first before application of the money paid to offset the ~~to the~~ deductible.

This plan does have a prescription drug plan under which the employee per script co-pay becomes effective after the employee pays the total deductibles. The prescription drug plan is \$5/35/70.

The earliest that a unit member may enroll in the plan is during an open enrollment period which is to occur in November of 2014 with the plan to begin January 1, 2015.

4. Those eligible unit members may change to another plan or may change coverage during the open-window period each year during the month of June (changes to be effective July 1<sup>st</sup>), except that the open period for the Healthy Blue High Deductible Plan is to be November of each year.

5. Dental Plan.

In addition to the foregoing health insurance, the District will pay 50% per year towards the annual dental premium.

6. Opt Out Payment.

A unit employee who is eligible for health care coverage and who elects not to join the health care plan shall receive an annual payment of money from the District of One Thousand Five Hundred Dollars (\$1,500.00) in lieu of the family plan or Seven Hundred Fifty Dollars (\$750.00) in lieu of the individual plan. This amount shall be prorated for any partial year.

The unit employee is to make his/her election on the attached form and submit it during the June open window period. Each subsequent year, the unit employee must make an election so as to notify the District of his/her intention with regard to participation in the health care program. This election to opt out will operate unless there occurs a qualifying event under which the unit employee may rejoin the health care plan such as divorce, or a death or loss of other coverage. In order to be eligible for the opt-out payment, the unit employee must file with the District, a signed waiver (Appendix A) and provide sufficient proof of affordable coverage.

7. The District agrees to administer flexible spending accounts for unit members for the unit members' benefit. The contributions for these accounts will be made by the individual employees in accordance with any applicable Federal and State laws. Effective January 1, 2015 the District agrees to permit rollover of \$500 of unused money remaining in a unit member's flexible spending account at the end of any plan year.
8. All applicable portions of the Family and Medical Leave Act will be honored.
9. Health Reimbursement Account (IRC Section 105h Plan).  
Effective July 1, 2014 the HRA Plan is cancelled and the \$100 shall be added to the salary of each unit member.

10. Plan Discontinued

If there comes a time when the FLASHP consortium or Excellus discontinues one of the health care plans that is offered for enrollment, the parties shall, upon the request of the other party, promptly meet and begin the process of negotiations in an attempt to find a mutually acceptable plan to replace the discontinued plan or a negotiated agreement to resolve the loss of a health care plan. The parties understand that any replacement plan will not likely be identical.

If the parties cannot agree on a plan or a course of action to resolve the issues associated with the loss of a health care plan, either party may declare impasse on this issue and seek assistance from the NYS PERB, or, in the alternative, the parties may then agree on the selection of an outside mediator or facilitator to help the parties reach agreement on the issues involved the loss of a health care plan. The cost of any outside mediator or facilitator is to be split 50%/50% by the parties.

The agreement on the preceding two paragraphs does not constitute a waiver of the right to file a grievance with respect to the language contained in the Agreement.

B. Retiree Health Care

1. Employees that terminate employment with the District for purposes of retirement and who qualify for normal retirement under the Teachers Retirement System shall receive the same health insurance coverage (or comparable coverage if the District changes providers) as was provided prior to such retirement for a period of no less than ten (10) years following retirement or until the employee is eligible to receive Medicare, whichever occurs earlier in accordance with the following terms:
  - After 10 years in the District, a member would be entitled to 40% payment of their current health policy as of June 30<sup>th</sup> of the year of retirement.
  - After 15 years in the District, a member will be entitled to 50% payment of their current health insurance policy as of June 30<sup>th</sup> of the year of retirement.

- After 20 years in the District, a member will be entitled to 60% payment of their current health insurance policy as of June 30<sup>th</sup> of the year of retirement.
  - After 25 years in the District, a member will be entitled to 70% payment of their current health insurance policy as of June 30<sup>th</sup> of the year of retirement.
  - After 30 years and beyond a member will be entitled to an 80% payment of their current health insurance policy as of June 30<sup>th</sup> of the year of retirement.
  - In addition, a member will get credit of an additional 1% for every ten sick days accumulated. If a member has enough sick days to exceed 100% of the District's contribution, then the member will receive a credit of .5% for every ten sick days accumulated and that credit will be used to increase the District's contribution above its current contribution level as of June 30<sup>th</sup>.
  - This sick day credit may be extended to members who have not accumulated the required days by the Superintendent. Requests for modification shall be made by the member in writing to the Superintendent detailing the circumstances of the request.
  - Unit members who used sick days during their years of service at the District due to a temporary disability may apply for up to thirty- (30) days to be granted to be used for the sick day credit.
  - The District payment described in the above paragraphs can be used for health insurance related expenses and benefits as health insurance, dental insurance, long term care insurance, other supplemental health insurance, co-pays, premiums, and unreimbursed medical expenses. Each expense or benefit must have a receipt. Reimbursements will be paid by the district on a quarterly basis after submission by the retiree of a receipt.
  - Unit members who have been eligible to enroll in the health care plan as active unit members but have waived their right to so enroll during active service, may enroll in one of the currently offered retiree health plans for which each is eligible on the first day of the month after the effective date of retirement.
2. Notwithstanding the provisions above, any qualifying retiree who notifies the District, in writing, before June 30<sup>th</sup> of the year of retirement that he or she has post-employment health coverage provided through another health plan shall not receive the benefit described in Section B.1 but shall instead receive a non-elective employer contribution into the retiree's 403(b) account in an amount equal to \$75 for each accumulated sick day, subject to the IRC 415(c) maximum contribution, for a maximum of 300 days.
3. A qualifying retiree shall not have an option to receive cash for the benefits provided above. Non-elective employer 403(b) contributions, if any are payable, shall be contributed into the 403(b) account of each retiree's choice. However, if the retiree fails to notify the District where to deposit the 403(b) contributions, then the District

shall make the contribution into a 403(b) account established through The Legend Group for the benefit of the retiree.

4. The benefits described above are only available during the first year of eligibility that the member is able to retire without penalty, unless waived by the Superintendent at his/her discretion.
5. Coordination of Health Care Benefit and Sick Leave Contribution for District Employees Who are Married and Who Retire from Service.
  - a) Where the District employs a married couple, the District will only be obligated to provide and pay for one (1) family health insurance premium. The District will not be obligated to provide and pay for separate individual or separate family coverage for the other spouse. In such a case the District agrees to pay the full premium cost. In such a case neither district employee is eligible for the opt-out payment contained in Article XIII, Section A, subsection 7, opt out.
  - b) In a case where two (2) district employees ("X" and "Y") are married to each other and one (X) retires e.g. on June 30, 2006, X may take: either the non-elective employer contribution into X's §403(b) account in an amount equal to \$75 for each accumulated sick day, subject to the IRC §415(c) limit on contribution as set out in Article XIII, Section B, subsection 3; or X may take the health care benefit as set out in Article XIII, Section B, subsection 1, Retiree health care.
  - c) If X retires and takes the sick leave contribution and if Y retires simultaneously with or after X, then Y may take the sick leave contribution or the health care benefit. If Y retires simultaneously and takes the health care benefit then the District agrees that it would pay the full cost of a two-person or family health care plan for a period of no less than ten (10) years following Y's retirement or until Y is eligible to receive Medicare, whichever occurs earlier. The District will not be obligated to provide and pay for separate individual or separate family coverage for the spouses.
  - d) If X retires and takes the health care benefit, and if Y retires simultaneously with or after X, then Y cannot then take the health care benefit but must take the sick leave contribution. The District agrees to pay the full cost of a two-person or family health care plan for a period no less than ten (10) years following X's retirement or until X is eligible to receive Medicare, whichever occurs earlier. The intention of the parties is that X and Y as spouses cannot both take the health care benefit under the Agreement of the District and the Association.
  - e) If X retires and takes the sick leave contribution and then if Y retires after X retires, then Y may take the sick leave contribution or health care benefits. If Y retires after X retires and Y takes the health care benefit, then the District agrees to pay the full cost of a two-person or family health care plan for a period of no less than ten (10) years following Y's retirement or until Y is eligible to receive Medicare, whichever occurs earlier. For the period of time that Y remains employed in the District after X's retirement and until Y retires, the District will

continue to pay 100% of the health care premium cost. The District will not be obligated to provide and pay for separate individual or separate family coverage for the spouses.

- f) If X upon retirement takes the health care benefit and Y remains an active employee in the year of and in the year(s) following the retirement of X, during any year(s) that Y remains an active unit employee at or after the retirement of X, Y is not eligible for the opt-out payment.
- g) Should X and Y be divorced after X's retirement from the District and before Y's retirement, Y will be able to elect either the health care benefit or the sick leave contribution upon Y's retirement.

## **ARTICLE XIV**

### **Discipline/Discharge for Classified Civil Service Unit Members**

- A. No classified civil service unit member who has successfully completed his/her probationary term shall be disciplined or discharged without cause.
- B. The procedures and rights established here completely replace the procedures and rights found at Section 75 and 76 of the New York State Civil Service Law.
- C. These procedures and rights do not apply to probationary classified civil service unit members who do not enjoy these procedures and rights.
- D. Procedure:
  - 1. Should the Superintendent of Schools prefer charges, which would result in discipline and/or discharge against a covered unit employee, any such charges are to be in writing and signed and dated by the Superintendent. Any such charges are to be served upon the unit member by personal delivery or by certified or registered mail, return receipt requested. The charges are to include the terms of any penalty sought by the Superintendent.
  - 2. Within five (5) business days after the unit employee has been served with any such charges, the employee may accept the penalty imposed in the charges or the employee may request in writing to the Clerk of the Board of Education that he/she desires to invoke arbitration of the matter in accordance with the grievance procedure at Stage 4, arbitration.
  - 3. The unit employee [or his/her representative] and the Superintendent [or representative] are to attempt to agree upon the selection of a mutually agreeable arbitrator within five (5) business days after the District receives notice from the employee that arbitration has been invoked to hear the matter. Should there be no mutual agreement upon the "selection" of an arbitrator, one or both of the parties

may file a demand for arbitration with the American Arbitration Association and seek a list of arbitrators in accordance with the selection process of the American Arbitration Association.

4. To the extent not inconsistent with the terms of this article, the provisions in Stage 4, Arbitration found in the grievance procedure in this Agreement are to govern arbitration of discipline and discharge cases.
5. At the arbitration hearing the unit employee may be represented by a person or persons of his/her choice and is entitled to ask questions of witnesses and to cross-examine witnesses and to offer other proof and argument on his/her behalf.
6. After the close of the hearing, the arbitrator shall be requested to render a decision in this matter within fifteen (15) business days after the close of the hearing. The decision shall be in writing to the unit employee, his/her representative and to the Superintendent.
7. The Superintendent reserves the right to suspend a unit employee with or without pay. The Superintendent may initially only suspend a unit employee for no more than 30 days without pay. After any such unpaid suspension, the unit employee is to be returned to paid status until the matter is resolved.

E. Representation:

A civil service unit member who at the time of questioning appears to be a potential subject of disciplinary action shall have a right to representation by the Association. If representation is requested, a reasonable period of time shall be afforded to obtain representation. If the unit member is unable to obtain representation within a reasonable period of time, the District has the right to then question the civil service unit member.

## **ARTICLE XV**

### **Long-Term Substitutes**

- A. A substitute teacher who substitutes for an absent teacher for a continuous period of six (6) weeks or more is to be considered as a long-term substitute teacher who will be placed on the salary schedule with up to five (5) years salary credit for prior teaching service in a New York public school system (or placed at a higher level at the discretion of the Superintendent).
- B. The District will offer full-time long-term substitute teachers the opportunity to join the District's health care plan options (See Article XIII, Section A) after a period of ninety (90) days of employment.

- C. If a recess period (e.g. Spring Recess, Winter Break) should fall within the weeks the substitute teacher is working, these weeks will be counted toward the six (6) week criteria (or 90 day criteria for eligibility for benefits in Article XIII, Health Care Program) as described in the above paragraphs to be considered a long-term substitute.
- D. When qualified as a long-term substitute, s/he is to receive benefits such as sick leave and personal leave on a prorated basis. The salary credit and prorated benefits are to be extended retroactively to the first day of such substitute service, if they have not already been provided.
- E. When a substitute teacher is to be appointed for a period of 90 days or more the long-term substitute teacher appointed shall be eligible for health insurance other benefits such as sick leave and personal leave at the beginning of her/his assignment. Likewise when it is clear that a substitute teacher is to be appointed for a period of six (6) work weeks or more, the long-term substitute teacher appointed shall be eligible for sick and personal leave on a pro-rated annual basis at the beginning of her/his assignment.
- F. The provisions of this Article apply equally to all persons who are appointed as long-term substitutes, be they retirees of the District or otherwise; and this Article governs their terms and conditions of employment to the exclusion of any attempted individual arrangement.

**ARTICLE XVI**  
**Registered School Nurses**

- A. **Salary Increases**  
Each returning registered school nurse (“RN”) shall receive the following increases in base salary above the base salary received in the previous school year:  
**2014-2015     2.5%**  
**2015-2016     2.5%**

**Bachelor Degree Payment.** When an RN attains a bachelor’s degree, s/he will receive a salary increase of \$600. The RN must submit an official transcript to the District’s business office in order to receive this payment.

- B. **Longevity**  
RNs will receive longevity increments according to the following schedule:

Upon completion of:	Increment:	Total:
Five years	\$450.00	\$450.00
Ten years	\$600.00	\$1050.00
Fifteen years	\$700.00	\$1750.00
Twenty years	\$800.00	\$2550.00
Twenty-five years	\$950.00	\$3500.00

These payments will be pro-rated for the school year from the RN's anniversary date. This payment will not be added to the base salary when figuring salary increases.

C. Health Insurance Program

The RNs will have the same health insurance coverage as described in Article XIII, A, 1-9 with the following exceptions:

- Effective September 1, 2014 RNs will pay thirteen and one half percent (13.5%) of the Blue Point 2 Select plan.
- The District agrees to place \$300 into an IRC §105 Health Reimbursement Account (HRA) for each RN who is a unit member on an annual basis.

D. Retirement Benefits

At time of retirement, nurses will choose either Option A or B:

Option A: Retirement Incentive—A nurse will receive the difference between his/her salary (including any longevity) and \$18,000.

Or

Option B: Article XIII, Section. B. Retiree Health Care

E. Conversion of Sick Days at Retirement

The District will provide New York Retirement & Social Security Law, Section 41-J to allow nurses to apply accumulated sick days, as provided by law, into additional service credit upon retirement.

F. Other Working Conditions

1. Evaluation—The Association and District will develop an evaluation form to be used to annually evaluate RNs. RNs will be evaluated by the Building Principal.
2. Work Year—RNs will work 183-day school year. This includes the first Superintendent's conference day and any additional conference days needed to reach 183 days/year (which days will be mutually agreed upon by the RN and RN's supervisor).
3. Work Day—RNs will work a 7.25-hour day.
4. Summer Work Days—RNs in elementary schools will work six (6) summer days. RNs in the secondary school will work eight (8) summer days. RNs will be paid at their regular hourly rate for these days.
5. Conferences/Workshops—The District will pay registration fees, tuition, etc., for pre-approved conferences and workshops. RNs will be paid their regular hourly rate for attendance.
6. Activity Outside of Workday. When an RN is needed for an activity outside the regular workday, the district will ask RNs if they would like to volunteer for the

assignment. The first RN asked will be the RN at the school where the activity is occurring. RNs will be paid their regular hourly rate for the assignment.

7. Undergraduate Tuition—The District will reimburse for approved undergraduate tuition at the SUNY Brockport undergraduate credit hour rate.
8. Nighttime Parent Teacher Conferences—RNs will participate in nighttime parent teacher conferences. RNs will also participate in early dismissal days at their schools.
9. Duty-Free Lunch—RNs will have a half-hour duty-free lunch period every day. RNs are required to respond to emergencies if necessary during their scheduled lunch period. If this occurs, the District will try to provide them with a half-hour or part of within the remainder of the school day.
10. Substitutes—RNs will inform their supervisor if they are going to be absent and the District will be responsible for attempting to find a substitute for the RN.
11. Jury Duty—A RN called for jury duty shall receive his/her full day's pay from the District and the expense paid by the county will be turned over to the District.
12. Assignment to Two (2) School Buildings –When an RN is regularly assigned to two (2) District school buildings, the RN is to receive an annual stipend of one thousand dollars (\$1,000).

G. Application of Articles to RNs

All articles of this collective bargaining agreement apply to RNs with the following exceptions, which do not apply to RNs:

- Article VI, Teacher Assignment
  - A. Assignment
  - B. Teaching Hours
  - C. Vacancies
  - E. Retention of Tenure
  - F. School Year
  - G. Department Chair
  - H. Mainstreaming
- Article VII, Professional Education & Educational Program Committee
- Article VIII, Conditions of Employment
- Article IX, Evaluation of Teachers
- Article X, I, Sabbatical Leave
- Article XII, Salaries & Benefits
  - A. Salary Schedule
  - B. Eleven Month Positions

- C. Credit for Teaching Experience
  - E. Graduate Credit payment
  - F. Graduate Tuition Reimbursement
  - G. Master's Degree
  - H. In-service & Summer Work
  - I. Home Tutoring
  - K. Longevity Incentive
  - L. Summer Work
- Article XV, Long Term Substitutes

## **ARTICLE XVII**

### **Interscholastic Extra-Curricular**

#### **Section 1 Interscholastic Competitive Group Assignments**

**- These groups are those that are competitive in nature and routinely compete with other schools in a formal league. The Board of Education is responsible for which competitive groups are funded.**

- A. The assignment of all teachers to an interscholastic competitive duty will be made with the mutual consent of the teacher, athletic director and appropriate building administrator. Building administrators will recommend to the Superintendent those persons considered most capable of carrying out the duties and responsibilities associated with each position. Every reasonable effort will be made by building administrators to appoint qualified and teacher-unit member, certified, district employees to these positions before soliciting any outside applications.
- B. Interscholastic competitive positions will be posted annually, at least two full school months in advance of the official starting date of the assignment. The purpose of posting all positions is to allow sufficient time for any interested member of this unit to contemplate applying for a position.
- C. Applications for consideration for these appointments must be filed with the appropriate building administrator no later than fourteen (14) calendar days after the posting date.
- D. It is understood by both parties that unusual circumstances may force the Superintendent to alter paragraphs b & c above. Examples of such may be but not limited to resignations or creation of new activities.
- E. To help the employee plan accordingly, appointments for these positions will be presented to the Board of Education as soon as possible, before the actual assumption of the assignment. A notice of this appointment will be sent to the employee after the official Board action has been approved.

F. Compensation for Interscholastic Competitive Assignments

A. Compensation for interscholastic competitive assignments will be based on a point system. Points will be assigned for each activity based on the following criteria:

- Each point will represent between 15-20 contact hours typically one week-six days).
- Each point will be worth:

2014-15	2015-16
\$251	\$257

B. A longevity increment of \$50 per year will be added after the first year completed in the assignment. No previous longevity credit will be given unless the employee has served in the same specific activity as the one currently proposed. The amount of longevity will be approved by the Superintendent.

C. If one or more positions cannot be filled, resulting in increased responsibilities to another position, the person may appeal to the building administrator for additional reimbursement based upon the extra responsibilities encountered.

D. Assignment of points for interscholastic coaching duties:

- Official State/League starting dates and the last league contest will be used to determine the length of a season for all interscholastic teams. These dates will be posted annually, before the opening of school, or as soon after they are available. This posting is the responsibility of the administration.
- The payment system will hinge primarily on the length of the athletic season as determined by the Athletic Director, High School Principal and the Superintendent of Schools.
- The Athletic Director will annually calculate the actual length of a sports season in full weeks (3 days or 15-20 normal contact hours will constitute a full week).
- The varsity level coach will be given a number of points equal to the length of the season, plus 3 points. These three points are for the added responsibility of overseeing and evaluating the entire program.
- The junior varsity coach will be given one point more than the sport value for the added responsibility of helping the entire program.
- The modified level coach will be given one point per week for the length of their season.

- If approved, a coach requesting a shorter season, will receive a point less for each week where the season is shortened. This is an individual coach request and has no bearing on other coaches.
- The head coach will be given an additional point for each level of post-season competition in which the team/individual is involved. No additional salary if regular season and post season overlap. Sports with multiple coaches will be treated in the same fashion if this request has been made and approved in advance by the Athletic Director, High School Principal and the Superintendent.

E. The attached chart illustrates phase in schedules for current staff. New staff will start at the base rate per the chart (unless approved longevity per Sect. 1, f.2).

### **Section 2 Non Competitive Activities Assignments**

**- These are activities that are specific to a special interest group. They include clubs, plays and musical groups. They are not academically oriented to a specific course that bears Carnegie unit credit. The Board of Education is responsible for which non-competitive activities are funded.**

- A. The assignment of all teachers to an activity duty will be made with the mutual consent of the teacher and appropriate building administrator. Building administrators will recommend to the Superintendent those persons considered most capable of carrying out the duties and responsibilities associated with each position. Every reasonable effort will be made by building administrators to appoint qualified and teacher unit member certified district employees to these positions before soliciting any outside applications.
- B. Activity positions will be posted annually, at least two full school months in advance of the official starting date of the assignment. The purpose of posting all positions is to allow sufficient time for any interested member of this unit to contemplate applying for a position.
- C. Applications for consideration for these appointments must be filed with the appropriate building administrator no later than fourteen (14) calendar days after the posting date.
- D. It is understood by both parties that unusual circumstances may force the Superintendent to alter paragraphs b & c above. Examples of such may be but not limited to resignations and creation of new activities.
- E. To help the employee plan accordingly, appointments for these positions will be presented to the Board of Education as soon as possible, before the actual assumption of the assignment. A notice of this appointment will be sent to the employee after the official Board action has been approved.
- F. Compensation for Activity Assignments
  1. Compensation for Activity Assignment will be based upon the typical number of hours spent and when those hours are during the day.

2. Compensation Rates	<b><u>2014-2015</u></b>	<b><u>2015-2016</u></b>
a) Mainly after school	\$11.28	\$11.55
b) School and after school	\$10.25	\$10.50
c) Mainly during school hours	\$8.20	\$8.40

## CHARTS FOR INTERSCHOLASTIC COMPETITIVE AND NON-COMPETITIVE

### Extra-Curricular Schedule – Competitive

Sport	Min # Weeks	Position Value	Total	2014-15 Base \$251	2015-16 Base \$257
B Soccer Head	9	3	12	\$3012	\$3084
B Soccer JV	9	1	10	\$2510	\$2570
B Soccer Modified	8	0	8	\$2008	\$2056
G Soccer Head	9	3	12	\$3012	\$3084
G Soccer JV	9	1	10	\$2510	\$2570
G Soccer Modified	8	0	8	\$2008	\$2056
B Football Head	10	3	13	\$3263	\$3341
B Football JV	10	1	11	\$2761	\$2827
B Football Asst.	10	0	10	\$2510	\$2570
B Football Asst.	10	0	10	\$2510	\$2570
B Football Modified	8	0	8	\$2008	\$2056
B Football Modified	8	0	8	\$2008	\$2056
G Tennis Head	8	3	11	\$2761	\$2827
G Tennis JV	8	1	9	\$2259	\$2313
G Tennis Modified	7	0	7	\$1757	\$1799
BG Cross Country	11	3	14	\$3514	\$3598
Cheerleading Fall Head	9	3	12	\$3012	\$3084
Cheerleading Fall JV	9	1	10	\$2510	\$2570
Cheerleading Fall Modified	9	0	9	\$2259	\$2313
BG Golf	8	3	11	\$2761	\$2827
G Swimming Head	11	3	14	\$3514	\$3598
G Swimming Asst.	11	0	11	\$2761	\$2827
G Swimming Modified	9	0	9	\$2259	\$2313
B Basketball Head	15	3	18	\$4518	\$4626
B Basketball JV	15	1	16	\$4016	\$4112
B Basketball Modified 7	8	0	8	\$2008	\$2056
B Basketball Modified 8	8	0	8	\$2008	\$2056
G Basketball Head	15	3	18	\$4518	\$4626

G Basketball JV	15	1	16	\$4016	\$4112
G Basketball Modified 7	8	0	8	\$2008	\$2056
G Basketball 8	8	0	8	\$2008	\$2056
B Swimming Head	14	3	17	\$4267	\$4369
B Swimming Asst.	14	0	14	\$3514	\$3598
B Swimming Modified	9	0	9	\$2259	\$2313
BG Bowling	13	3	16	\$4016	\$4112
B Wrestling Head	13	3	16	\$4016	\$4112
B Wrestling JV	13	1	14	\$3514	\$3598
B Wrestling Modified	10	0	10	\$2510	\$2570
BG Winter Track	15	3	18	\$4518	\$4626
Winter Track Asst.	15	0	15	\$3765	\$3855
Cheerleading Winter Head	15	3	18	\$4518	\$4626
Cheerleading Winter JV	15	1	16	\$4016	\$4112
Cheerleading Winter Modified	8	0	8	\$2008	\$2056
B Track	11	3	14	\$3514	\$3598
B Track Asst.	11	0	11	\$2761	\$2827
G Track	11	3	14	\$3514	\$3598
G Track Asst.	11	0	11	\$2761	\$2827
BG Track Modified	8	0	8	\$2008	\$2056
B Tennis Head	11	3	14	\$3514	\$3598
B Tennis JV	11	1	12	\$3012	\$3084
B Tennis Modified	9	0	9	\$2259	\$2313
B Baseball Head	11	3	14	\$3514	\$3598
B Baseball JV	11	1	12	\$3012	\$3084
B Baseball Modified	9	0	9	\$2259	\$2313
G Softball Head	11	3	14	\$3514	\$3598
G Softball JV	11	1	12	\$3012	\$3084
G Softball Modified	9	0	9	\$2259	\$2313
G Lacrosse Head	11	3	14	\$3514	\$3598
G Lacrosse JV	11	1	12	\$3012	\$3084
G Lacrosse Modified	9	0	9	\$2259	\$2313
B Lacrosse Head	11	3	14	\$3514	\$3598
B Lacrosse JV	11	1	12	\$3012	\$3084
B Lacrosse Modified	9	0	9	\$2259	\$2313

\*If the assistant coach is needed for post-season, it must be approved in advance by the Athletic Director and Head Coach.

### Extra Curricular Schedule – Non-Competitive

Activity	Avg. Contact Hours	Mainly During School Hours	Mainly During and After School Hours	Mainly Not During School Hours	2014 – 2015 Salary	2015 – 2016 Salary
<b>2014-2015</b>		<b>\$8.20</b>	<b>\$10.25</b>	<b>\$11.28</b>		
<b>2015-2016</b>		<b>\$8.40</b>	<b>\$10.50</b>	<b>\$11.55</b>		
Jazz Ensemble – HS	200			X	\$2,256.00	\$2,310.00
Jazz Ensemble – 7 <sup>th</sup> & 8 <sup>th</sup>	75	X			\$615.00	\$630.00
Jazz Ensemble – 6 <sup>th</sup>	45	X			\$369	\$378.00
Jazz Ensemble – Elem	45		X		\$461.25	\$472.50
Fall Play Director	240			X	\$2,707.20	\$2,772.00
Musical Director	300			X	\$3,384.00	\$3,465.00
Vocal/Instrumental Director	200			X	\$2,256.00	\$2,310.00
Spring Play	240			X	\$2,707.20	\$2,772.00
MS Play	200			X	\$2,256.00	\$2,310.00
Freshman Advisor	40		X		\$410.00 per advisor	\$420.00 per advisor
Sophomore Advisor	55		X		\$563.75 per advisor	\$577.50 per advisor
Junior Advisor	75		X		\$768.75 per advisor	\$787.50 per advisor
Senior Advisor	100		X		\$1,025.00 per advisor	\$1,050.00 per advisor
Student Council – HS	100		X		\$1,025.00	\$1,050.00
Student Council – Elem	50		X		\$512.50	\$525.00
Honor Society	150		X		\$1,537.50	\$1,575.00
Student Senate – MS	100		X		\$1,025.00	\$1,050.00
Year Book	120			X	\$4,059.00 (This will be amount of the stipend no matter how many advisors.)	\$4160.00 (This will be amount of the stipend no matter how many advisors.)
Ski Club – HS	40			X	\$451.20	\$462.00
Ski Club – MS	40			X	\$451.20	\$462.00
Ski Club Elementary	25			X	\$282.00	\$288.75
Masterminds	30		X		\$307.50	\$315.00
Art Club – MS	70	X			\$574.00	\$588.00
Art Club – HS	70	X			\$574.00	\$588.00

Horticulture Club	70		X		\$717.50	\$735.00
Future Educators	80		X		\$820.00	\$840.00
Math Olympiads	25		X		\$256.25	\$262.50
Strength Coach	240			X	\$2,707.20	\$2772.00
Tech Club – HS	200			X	\$2,256.00	\$2310.00
Intramurals				X		
FFA	240			X	\$2,707.20	\$2,772.00
Entrepreneur Club	143		X		\$1,465.75	\$1,501.50
Spelling Bee Coordinator	37.5	X			\$307.50	\$315.00
Technology Club/Robotics	51	X			\$418.20	\$428.40

\*\*Eco Team Leader is compensated at \$20 x 187 days for a total stipend of \$3,740.

Each year at the end of the activity or by the end of June for yearlong activities, the advisor or director is to submit a written synopsis of the activities including dates and hours needed to accomplish the club's activities to the Superintendent's office.

### Music Pay Scale

Group	2014-15	2015-16
#1	\$3229	\$3309
#2	\$2542	\$2606
#3	\$1066	\$1092
#4	\$533	\$546

Group #1	Group #2	Group #3	Group #4
Marching Band Director	Marching Band Asst. Director	Marching Band Percussion	Field Band Pit
Field Band Director	Field Band Asst. Director	Field Band Percussion	Marching Band Visual
	Winter Guard Director	Winter Guard Asst. Director	Winter Percussion Asst. Director
		Winter Percussion Director	
		Marching Band Guard	
		Field Band Color Guard	

**ARTICLE XVIII**  
**Miscellaneous & Duration of Agreement**

A. Continuation of Agreement

If the succeeding Agreement is not accepted by both parties before the termination of this Agreement, this Agreement will remain in effect until such acceptance.

B. Printing and Distribution of Agreement

Copies of this Agreement shall be printed, the expense divided equally between the Board and the Association and distributed to all teachers within two months of its execution. It is understood that the Agreement will be printed in booklet form.

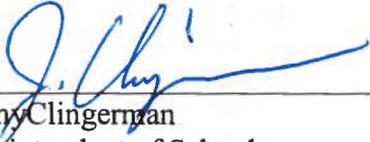
C. Legislative Approval.

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.

Signatures:

Marcus Whitman Central School District

Marcus Whitman Teachers' Association

By   
Jeremy Clingerman  
Superintendent of Schools

By   
Nicole Green  
President

Dated: 9/15/14

Dated: September 15, 2014

At its meeting of July 14, 2014, the Marcus Whitman Board of Education approved the necessary funds for the implementation of the 2014-2016 agreement between the District and the Marcus Whitman Teachers' Association.

## **APPENDIX A**

### WAIVER OF RIGHT TO ENROLL IN A HEALTH CARE PLAN OFFERED BY THE DISTRICT

On behalf of myself and my eligible dependents (if any), I acknowledge that the Gorham-Middlesex ("Marcus Whitman" Central School District has offered me the opportunity to enroll in its medical insurance plan (s) and I hereby waive enrollment in the employer/school district medical insurance plan(s) at this time for the following reason:

- I am covered under another plan as a spouse or a dependent
- I have coverage through a plan offered through an Exchange
- I am covered by Medicare, non-group, or a Veterans program
- I am covered under another plan sponsored by a second employer

In declining to participate in the employer/district medical insurance plan at this time due to other health coverage listed above, please provide the following information:

Print Subscriber Name: \_\_\_\_\_

Carrier Name: \_\_\_\_\_

Group/Policy Number: \_\_\_\_\_

Even though you are declining enrollment at this time, you will be able to enroll in the school district's medical insurance plan(s) during the plan(s)' future open enrollment periods if you remain eligible for insurance through the school district. In addition, you may be able to enroll at other times during the year if you experience a qualifying change in family status such as the birth or adoption of a child, a marriage or divorce, or the loss of other coverage.

I further understand that I may be entitled to an annual stipend based on my decision not to receive health benefit coverage from the school district, the details of which are described in the

collective bargaining agreement between the Gorham-Middlesex (“Marcus Whitman”) Central School District and the Marcus Whitman Teachers’ Association.

Print Employee’s Name: \_\_\_\_\_

Date: \_\_\_\_\_ Employee’s Signature\*: \_\_\_\_\_

I affirm that the assertions made by me in this form are true and complete to the best of my knowledge.

Date: \_\_\_\_\_ Business Administrator’s Signature: \_\_\_\_\_

## MEMORANDUM OF AGREEMENT (“hereinafter “MOA”)

**THIS AGREEMENT** is entered into as of the 21<sup>st</sup> day of June, 2007, by and between Marcus Whitman Central School District (“Employer”) and the Marcus Whitman Teachers Association (the Association”) does hereby amend the terms of the existing collective bargaining agreement (“CBA”) that governs the employment relationship between Employer and the Association, as follows:

Effective July 1, 2007, the Employer and Association agree to the following:

### MANDATORY CLAUSES

1. **No Cash Option** No employee may receive cash in lieu of or as an alternative to any of the Employer’s Non-elective Contribution(s) described herein.
2. **Contribution Limitations** In any applicable year, the maximum Employer Contribution shall not cause an employee’s 403(b) account to exceed the applicable contribution limit under Section 415(c)(1) of the Code, as adjusted for cost-of-living increases. For Employer Non-elective Contributions made post-employment to former employees’ 403(b) account, the Contribution Limit shall be based on the employee’s compensation, as determined under Section 403(b)(3) of the Code and in any event, no Employer Non-elective Contribution shall be made on behalf of such former employee after the fifth taxable year following the taxable year in which that employee terminated employment.

In the event that the calculation of the Employer Non-elective Contribution referenced in any of the preceding paragraphs exceed the applicable Contribution Limits, the excess amount shall be handled by the Employer as follows:

- A. For all members in the New York State Teachers’ Retirement System (“TRS”) with a membership date before June 17, 1971<sup>1</sup>, the Employer shall first make an Employer Non-elective Contribution up to the Contribution Limit of the *Internal Revenue Code* and then pay any excess amount as compensation directly to the Employee. In no instance shall the Employee have any rights to, including the ability to receive, any excess amount as compensation unless and until the Contribution Limit of the *Internal*

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<sup>1</sup>**Explanation for TRS Categories:** Under *Education Law* § 501(11)(a), the calculation of a pre-June 17, 1971 TRS Tier I member’s last five years final average salary (upon which a member’s life-time pension is, in part, calculated) includes any non-ordinary income (such as termination pay) which is received as compensation prior to December 31<sup>st</sup> of the year of retirement. Thus, such a member would benefit from receiving, as compensation, in their final year of employment that portion of the Employer Non-elective contribution, which is in excess of the maximum Contribution Limits of IRC §415.

The final average salary of all other members of the TRS (*i.e.* all TRS members with a membership date on or after June 17, 1971) may not include any form of Termination Pay; therefore, the Employer’s post-retirement payment into the employee’s 403(b) account of that portion of the Employer Non-elective Contribution, which is in excess of the maximum Contribution Limits of IRC §415, is more advantageous for those member.

*Revenue Code* are fully met through payment of the Employer's Non-Elective Contribution; and

- B. For all members in the New York State Teachers Retirement System ("TRS") with a membership date in the TRS on or after June 17, 1971, and for all members in the New York State Employees' Retirement System regardless of their membership date, the Employer shall first make an Employer Non-elective Contribution up to the Contribution Limit of the *Internal Revenue Code*. To the extent that the Employer Non-elective Contribution exceeds the Contribution Limit, such excess shall be reallocated to the Employee the following year as an Employer Non-elective Contribution (which Contribution shall not exceed the maximum amount permitted under the Code), and in January of each subsequent year for up to four (4) years after the year of the Employee's employment severance, until such time as the Employer Non-elective Contribution is fully deposited into the Employee's 403(b) account. In no case shall the Employer Non-elective Contribution exceed the Contribution Limit of the *Internal Revenue Code*.
3. **403(b) Accounts** Employer contributions shall be deposited into the 403b account opened by the district employee. Each individual for whom an employer contribution is made, will designate the specific investment accounts, into which the employer contribution shall be made. If the employee fails to notify the district where to deposit the 403b account, the district shall make a contribution into a 403b account established through The Legend Group.
  4. **Tier I Adjustments** Tier I members with membership dates prior to June 17, 1971, Employer Non-elective Contribution hereunder will be reported as non-regular compensation to the New York State Teachers' Retirement System.
  5. This MOA shall be subject to IRS regulations and rulings. Should any portion 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.
  6. Both the Employer and Employee are responsible for providing accurate information to the 403(b) Provider. This information includes both Elective and Employer Non-Elective Contributions and the amount of the participant's Includible Compensation.
  7. **Employer Non-Elective Contribution Equal to Termination Pay**The Employer agrees to make an Employer Non-elective Contribution to the 403(b) account of each covered employee, who severs their employment with the Employer during the contract year and who is eligible to apply for and who commences their retirement from the state sponsored retirement system if the employee is not enrolled in the district's health insurance plan pursuant to Article XIII.B.1. The amount of Employer's contribution for each eligible employee shall equal the value of each such employee's accumulated leave days, determined

at a value of \$75 per accumulated day. The Employer shall make the maximum contribution permitted under Section 415(c)(1) of the Internal Revenue Code of 1986, as amended, for the year in which the employee severs employment, that the retiree is entitled to under Sections 7 and 8 above. The Employer shall deposit the contribution no later than July 31st, following the employee's severance date.

8. **Early Retirement Incentive** The Employer agrees to make an Employer Non-elective Contribution to the 403(b) account of each covered employee who notifies the Employer of his or her intent to retire. The total amount of Employer's Non-Elective Contribution for each eligible employee shall be in accordance with Article XIII B.2 of the collective bargaining agreement and shall be made in one payment on July 31<sup>st</sup>, 2007. If the amount to be deposited into the 403(b) account exceeds the maximum contribution for 2007, the Employer shall defer the payment that exceeds the allowable amount until January 1<sup>st</sup>, 2008. Employer shall make the maximum contribution permitted under Section 415(c)(1) of the Internal Revenue Code of 1986, as amended.
9. This MOA shall be incorporated into the collective bargaining agreement during negotiations in 2008 with any needed modifications as agreed upon by the parties.

For Employer

For the Association

\_\_\_\_\_  
By: Oren F. Cook  
Superintendent

\_\_\_\_\_  
By: Randy S. Eddinger  
President

Dated: June 21, 2007

Dated: June 21, 2007

## Philosophy

The Marcus Whitman Central School District (District) and the Marcus Whitman Teachers Association (Association) are committed to providing the best educational program we can for students. To this end, the District and the Association support a teacher appraisal system that merges the dual purposes of ensuring teacher quality and promoting individual professional growth; a system where teachers and administrators focus on learning in an atmosphere of collegiality and professional inquiry; a system where the administrator's role is not one of judge, but that of coach and mentor; a system in which teacher appraisal is not a once-a-year event but is continuous and ongoing; a system where teachers, who are keenly perceptive of their own skills and needs, collaborate with administrators to identify their goals and develop a plan to meet those goals; a system where the culture surrounding evaluation is one of dialogue, excitement and risk taking rather than of isolation, anxiety and protection.

It is our belief that a teacher appraisal system needs to:

- Be based on rigorous teaching standards that promote excellence in teaching and learning;
- Promote professional development to increase student achievement and to meet school and district goals;
- Be differentiated to meet the diverse needs and stages of all its staff members;
- Be positive in nature and intent, recognizing strengths and providing a means for support and improvement;
- Be based upon a cooperative spirit, open communication and joint responsibility;
- Extend professionalism and collegiality, leading to the development of a true "community of learners."

The Marcus Whitman Teacher Evaluation System is designed to meet New York State expectations and requirements for professional development and annual performance review. This is a living document that will be changed based upon regular review and revision.

# OVERVIEW OF TEACHER EVALUATION SYSTEM

## Philosophy

### Descriptors of Effective Teaching

1. Planning and Preparation
2. Classroom Environment
3. Instruction
4. Assessment
5. Professional Responsibilities

	PLAN I	PLAN II	PLAN III
PARTICIPANTS	<ul style="list-style-type: none"> <li>• Teachers new to the district*</li> <li>• Part-time teachers new to the district</li> </ul> <p><i>*Long-term subs fall under new teacher status</i></p>	<ul style="list-style-type: none"> <li>• Tenured teachers</li> <li>• Part-time teachers with three years or more experience in the district.</li> </ul>	<ul style="list-style-type: none"> <li>• Tenured teachers in need of specific professional assistance in identified area(s) of the Descriptors of Effective Teaching.</li> </ul>
PURPOSE	<ul style="list-style-type: none"> <li>• To ensure Descriptors of Effective Teaching are understood, accepted and demonstrated;</li> <li>• To provide support in implementing the Descriptors of Effective Teaching;</li> <li>• To create positive attitudes toward the purposes and value of appraisal and professional development.</li> <li>• To provide accountability for decisions to continue employment.</li> </ul>	<ul style="list-style-type: none"> <li>• To continue use and develop understanding of Descriptors of Effective Teaching;</li> <li>• To insure continuous professional growth;</li> <li>• To improve student achievement;</li> <li>• To provide feedback on professional issues and undertakings;</li> <li>• To focus on school improvement initiatives.</li> </ul>	<ul style="list-style-type: none"> <li>• To enable a tenured teacher the opportunity to seek assistance in any descriptor;</li> <li>• To provide a more structured process for a tenured teacher who may benefit from more support;</li> <li>• To provide due process for disciplinary action.</li> </ul>
PHASES	<ul style="list-style-type: none"> <li>• Year one</li> <li>• Years two and three</li> </ul>	<ul style="list-style-type: none"> <li>• Professional Growth Plan yearly</li> <li>• One-year optional formal observation</li> </ul>	<ul style="list-style-type: none"> <li>• Awareness Phase</li> <li>• Collaborative Assistance Phase</li> <li>• Directed Assistance Phase</li> </ul>
PROCEDURES	<ul style="list-style-type: none"> <li>• Formal and informal observations;</li> <li>• Effective Teaching Institute (year 1 &amp; 2);</li> <li>• Artifact Collection (year 1);</li> <li>• Artifact Album (year 2);</li> <li>• Mentoring Program (year 1 &amp; 2);</li> <li>• Literacy &amp; Differentiation Workshops (year 2 &amp; 3).</li> </ul>	<ul style="list-style-type: none"> <li>• Development and application of Professional Growth Plan;</li> <li>• Use of various methods for staff development;</li> <li>• Ongoing communication with administrator;</li> <li>• Administrative walk-throughs/informal observations.</li> </ul>	<ul style="list-style-type: none"> <li>• Conferences;</li> <li>• Formal/informal observations;</li> <li>• Development and implementation of a Professional Assistance Plan;</li> <li>• Annual Evaluation Summary Report.</li> </ul>

# DESCRIPTORS OF EFFECTIVE TEACHING

## Marcus Whitman Teaching Standards

*The Descriptors of Effective Teaching are the basis for continuing assessment and professional development for all teachers. They are the core of what makes an effective teacher, a picture of what good teaching looks like. The descriptors are guidelines, not rules, and should be seen as goals for on-going professional growth.*

### 1. Planning and Preparation

Components	Expectations
A. The teacher has knowledge of content, theories and best practices of teaching.	<ul style="list-style-type: none"> <li>⇒ Demonstrates in-depth content knowledge, makes connections between content and other disciplines</li> <li>⇒ Demonstrates an understanding of pre-requisite topics and concepts and the learning that will follow the next year</li> <li>⇒ Understands the continuum of skills development within content area(s) taught</li> <li>⇒ Searches for best research-based practices</li> </ul>
B. The teacher has knowledge of students.	<ul style="list-style-type: none"> <li>⇒ Understands the typical developmental characteristics of age group</li> <li>⇒ Understands students' different approaches to learning</li> <li>⇒ Displays an understanding of students' skills and knowledge, including those with special needs</li> <li>⇒ Displays knowledge of the interests, attitudes and/or cultural heritage of each student</li> </ul>
C. The teacher designs appropriate and relevant instruction.	<ul style="list-style-type: none"> <li>⇒ Follows clearly defined objectives based on student needs, aligned with district curriculum/NYS and national standards</li> <li>⇒ Plans a variety of approaches to teaching and learning</li> <li>⇒ Plans cohesive lessons and units that are clear and logically build on one another</li> </ul>
D. The teacher selects instructional goals that are clear and meaningful.	<ul style="list-style-type: none"> <li>⇒ Establishes high expectations and relates concepts to the importance of learning</li> <li>⇒ Takes into account the varying needs of students</li> <li>⇒ Ensures that different types and levels of learning are utilized</li> </ul>
E. The teacher demonstrates knowledge of resources.	<ul style="list-style-type: none"> <li>⇒ Uses a variety of resources that assist student learning</li> <li>⇒ Selects appropriate visual, auditory and hands-on activities</li> <li>⇒ Uses technology to enhance student achievement</li> </ul>

## 2. Classroom Environment

Components	Expectations
A. The teacher establishes a culture for learning.	<ul style="list-style-type: none"> <li>⇒ Conveys the expectation that all students will achieve at high levels of learning</li> <li>⇒ Relates the relevancy of concepts to life experiences and usefulness</li> <li>⇒ Creates an environment in which students work together and take responsibility for learning</li> <li>⇒ Encourages students to seek help to support their learning</li> </ul>
B. The teacher manages student standards of conduct.	<ul style="list-style-type: none"> <li>⇒ Establishes appropriate classroom rules and expectations consistent with building and district policies</li> <li>⇒ Clearly conveys standards of conduct to all students.</li> <li>⇒ Monitors student behavior</li> <li>⇒ Responds appropriately to student behavior and respects the student's dignity</li> </ul>
C. The teacher fosters a code of mutual respect and conveys enthusiasm for teaching.	<ul style="list-style-type: none"> <li>⇒ Interacts positively with students</li> <li>⇒ Validates student contributions</li> <li>⇒ Shows interest in what is taught</li> </ul>
D. The teacher manages instructional time and resources efficiently.	<ul style="list-style-type: none"> <li>⇒ Manages classroom procedures</li> <li>⇒ Has materials, equipment and facility ready for use</li> <li>⇒ Creates smooth transitions</li> <li>⇒ Engages paraprofessionals and /or volunteers productively</li> </ul>

### 3. Instruction

Components	Expectations
A. The teacher uses instructional methods that engage students in learning.	<ul style="list-style-type: none"> <li>⇒ Involves students in making connections and constructing meaning</li> <li>⇒ Uses a variety of instructional strategies to meet the needs of all learners</li> <li>⇒ Stimulates students' interest and curiosity in the learning</li> <li>⇒ Uses technology as a resource to support the curriculum</li> </ul>
B. The teacher communicates to students clearly and accurately.	<ul style="list-style-type: none"> <li>⇒ Develops and distributes requirements, expectations and assessment criteria in the context of the overall framework/syllabus</li> <li>⇒ Communicates focus for unit and daily lessons</li> <li>⇒ Uses spoken/written directions and procedures that are clear, complete and age-appropriate</li> </ul>
C. The teacher demonstrates flexibility and responsiveness.	<ul style="list-style-type: none"> <li>⇒ Monitors and adjusts lessons to meet students' needs</li> <li>⇒ Accommodates students' questions, comments or interests while remaining focused on the lesson</li> <li>⇒ Persists in seeking new strategies that may help students who have difficulty learning</li> </ul>
D. The teacher uses effective questioning and discussion techniques.	<ul style="list-style-type: none"> <li>⇒ Engages students in discussions and encourages students to reflect/respond</li> <li>⇒ Incorporates higher-order thinking skills</li> <li>⇒ Encourages students to be creative, analytical and self-evaluative</li> </ul>
E. The teacher fosters life-long learning.	<ul style="list-style-type: none"> <li>⇒ Encourages students to reflect on their learning and to establish and achieve goals</li> <li>⇒ Nurtures an interest in learning beyond the classroom</li> <li>⇒ Teaches students to develop organizational systems</li> </ul>

### 4. Assessment

Components	Expectations
A. The teacher plans for the assessment of student learning.	<ul style="list-style-type: none"> <li>⇒ Shows alignment exists between what is planned, taught and assessed</li> <li>⇒ Interprets assessments and communicates criteria and standards clearly to students.</li> <li>⇒ Uses assessment results to plan and modify instruction</li> </ul>
B. The teacher provides meaningful feedback to students.	<ul style="list-style-type: none"> <li>⇒ Provides frequent constructive feedback in a timely manner.</li> <li>⇒ Assesses in a variety of ways</li> </ul>

## 5. Professional Responsibilities

Components	Expectations
A. The teacher shows professionalism.	<ul style="list-style-type: none"> <li>⇒ Is proactive in identifying and providing for students' needs</li> <li>⇒ Works with other professionals as an advocate for students to ensure a fair opportunity to succeed</li> <li>⇒ Works collaboratively with other professionals in decision-making</li> <li>⇒ Maintains professional boundaries in interactions with students, parents and colleagues</li> <li>⇒ Demonstrates positive character traits of respect and responsibility as taught through character education</li> <li>⇒ Meets professional obligations in a timely manner</li> <li>⇒ Utilizes district resources in an ethical and legal manner</li> <li>⇒ Acts in a confidential, ethical and legal manner</li> </ul>
B. The teacher grows and develops professionally.	<ul style="list-style-type: none"> <li>⇒ Seeks out opportunities for professional development to enhance knowledge and skill</li> </ul>
C. The teacher maintains accurate records.	<ul style="list-style-type: none"> <li>⇒ Maintains appropriate records of student progress.</li> <li>⇒ Maintains information on non-instructional records (i.e. attendance)</li> </ul>
D. The teacher communicates with families.	<ul style="list-style-type: none"> <li>⇒ Provides information to parents regarding the instructional program</li> <li>⇒ Communicates with parents about student progress and is available to respond in a timely manner</li> </ul>
E. The teacher is a reflective practitioner.	<ul style="list-style-type: none"> <li>⇒ Makes accurate assessments of the effectiveness of planning and preparation, classroom environment and instruction.</li> <li>⇒ Develops strategies that will be used in the future.</li> </ul>
F. The teacher contributes to the school, the district and the profession.	<ul style="list-style-type: none"> <li>⇒ Develops and maintains relationships with colleagues which demonstrate support, cooperation and respect</li> <li>⇒ Participates in school, district and/or community activities, projects and events</li> <li>⇒ Seeks ways to make contributions to the profession (workshop presentations, write for a professional journal, participate in regional, state or national professional organizations, lead teachers in inquiry, growth, development of curriculum, etc.)</li> </ul>
G. The teacher is regularly present to teach, plan and supervise.	<ul style="list-style-type: none"> <li>⇒ Avoids unnecessary absences</li> <li>⇒ Informs supervising administrator of impending absences and arranges for coverage by a substitute</li> <li>⇒ Provides plans and materials for use when absent</li> <li>⇒ Is punctual for all assignments</li> </ul>

# Plan I— PRE-TENURE APPRAISAL

## STATEMENT OF PURPOSE

Marcus Whitman Central School District is committed to excellence in education. This commitment is emphasized by the ongoing process of professional appraisal for all teachers.

During probationary years of employment, all certified teachers are involved in Plan I. The purposes of this plan are:

- To ensure that the Descriptors of Effective Teaching are understood and accepted and that growth is demonstrated;
- To provide support in implementing the Descriptors of Effective Teaching;
- To create positive attitudes toward the purposes and value of appraisal and professional development;
- To provide accountability for decisions to continue employment.

## OUTLINE OF PROCEDURES

Plan I shall consist of formal and informal observations, training through the Effective Teaching Institute, discussion sessions and alternative sources of data collection. Listed below are the specific requirements by year

### Year One:

1. Assessment will be based on Descriptors of Effective Teaching
2. Formal and informal observations, including pre- and post-conferences
3. Effective Teaching Institute Part I
4. Artifact Collection—documentation and support of professional competencies and growth
5. Mentoring Program—participation in district mentoring program

### Years Two and Three

1. Assessment for year two and three will be based on Descriptors of Effective Teaching
2. Formal and informal observations, including pre- and post-conferences
3. Effective Teaching Institute Part II
4. Artifact Album (year 2)
5. Mentoring Program—participation in district mentoring program for year two
6. During this time teachers will be required to take a workshop in differentiation and a workshop in literacy from among courses offered locally for all teachers or from graduate courses that have a main focus of differentiation and literacy. Graduate course approval will be based on the course description/outline and proof of course completion.

## FORMAL OBSERVATIONS

1. In the first year of employment, a minimum of three formal observations will be conducted. The first and second observations must occur by the end of the first semester. One additional observation must occur before March 15<sup>th</sup>. The observations shall be preceded by a pre-conference and followed by a post-conference.

In subsequent years of pre-tenure employment, a minimum of two observations will be conducted. One of the observations must be completed by December 15<sup>th</sup>. The second must be completed by March 15<sup>th</sup>. The observations should be preceded by a pre-conference and followed by a post-conference.

2. The formal observation process shall consist of:

- a. Pre-observation Conference

Within three days prior to the scheduled observation, the teacher and evaluating administrator will discuss the submitted *Pre-Observation Form* for the lesson(s) to be observed. Both parties will sign off on the *Pre Observation Form* at the conclusion of the conference. (Attachment A—*Pre-Observation Form*)

- b. Observations

- i. In the first year of teaching, **one** of the formal observations will be of an **extended** time period to assess the teacher's ability to link learning over time for students, helping them make connections. Extended observation options are:
  - A two-to-three hour observation of one class; or
  - Three consecutive days with the same instructional group

The other **two** formal observations shall be approximately **40 minutes** in duration.

- ii. In the second and third year, there will be a minimum of **two** formal observations with **one being extended time**.
- iii. Formal observations will be evaluated by an administrator based upon the Descriptors of Effective Teaching.

- c. Post-Observation Conferences

- i. A post-observation conference shall occur within five working days, between the evaluating administrator and the teacher. At least one day before that conference, the evaluating administrator will provide the teacher with a draft of the Observation Narrative (Attachment B) and the Teacher Evaluation detailing the Descriptors of Effective Teaching (Attachment C). Within three days after the conference, the evaluating administrator will produce the final drafts of Attachments B and C. The teacher may attach a written response to either document within 10 working days, and both the teacher and evaluating administrator must sign and date Attachments A, B, C and D.

- ii. The teacher shall complete an *Observation Reflection Form* prior to the post conference in preparation for discussion of the observation. (Attachment D—*Observation Reflection Form*)
- iii. Attachments A through D, as well as any written response the teacher elects to attach, become the complete evaluation document. Individual sheets should be initialed by the teacher and evaluating administrator, and the last page of Attachments A, B, C, and D must be signed and dated by both parties.

### INFORMAL OBSERVATIONS

Informal observations include any and all aspects that reflect overall professionalism. Informal observation is, as the name implies, *informal*. It is ongoing and may take place in a variety of professional environments. It may be considered to be part of any or all professional interactions. Some examples are:

- Administrative Walk-throughs and informal lesson observations;
- Professional behavior observed in a variety of settings and/or with a variety of individuals: students, colleagues, parents, administrators, or other school staff.

### EFFECTIVE TEACHING INSTITUTE

1. The Effective Teaching Institute consists of two summer workshops designed to benefit teachers of all experience levels in critical aspects of teaching. The Institute is open to both tenured and non-tenured Marcus Whitman teachers.

**Part I** – New teachers are required to participate for two (2) days prior to the first year of teaching at Marcus Whitman. This section will focus on getting to know Marcus Whitman as a district. This will include activities related to each individual principal’s expectations, union issues, mentor time, school paper work, and technology use. Per diem pay will be provided.

**Part II** – Prior to the second year, new teachers will be expected to participate in a two (2) day workshop. The work of this course can be applied as either a refresher or an introduction to teaching techniques, practices and understandings that impact student learning. Curriculum and planning (lesson, unit) issues as well as reflective practices and the Artifact Album will be addressed. Per diem pay will be provided.

Unusual circumstances regarding attendance will result in the teacher attending the following summer, a change which must be approved by an administrator (building principal or superintendent). Examples of unusual circumstances are being hired too late to participate or having a previously scheduled commitment that cannot be changed.

2. Non-tenured teachers will be required in the second and third years to take at least one workshop offered locally in differentiation and one workshop in literacy offered locally or from graduate courses that have a main focus of differentiation and literacy. Graduate course approval will be based on the course description/outline and proof of course completion. Workshops will be available in the summer and during the school year.

### ARTIFACT ALBUM

**Artifact Collection (Year 1)** Teachers in the first year will collect artifacts to demonstrate their day to day classroom operations. Artifacts are samples of work collected that document the process of trying to meet the learner's goals. Artifacts may be used as evidence the Descriptors of Effective Teaching have been met for that year.

**Artifact Album (Year 2)** At the end of the first year, teachers will continue their artifact collection by including teaching materials used in their classroom. Artifacts, instructional units, and reflections on their teaching will be a major part of this collection. This should highlight the teacher's efforts and reflect their use of Descriptors of Effective Teaching. During Part II of the Effective Teaching Institute, teachers will be given guidelines and ideas for organizing their artifacts.

By the end of the second year there will be a meeting between the teacher and an administrator which will include sharing this collection.

### SPECIAL CASES

Teachers who change tenure area who previously received tenure in the district will participate in Plan II but have formal observations by principals as outlined in Plan I.

Non-tenured teachers with prior teaching experience and expertise, with the superintendent's permission, will participate in Plan II while still having formal observations as outlined in Plan I. They will participate in Part I of the Effective Teaching Institute.

Non-tenured teachers who are being directed in Plan I activities but are associated with a team that is working together on a Professional Growth Plan may be associated with a team that is working on a professional growth plan.

Non-tenured teachers who have recently participated in an induction program similar to the Effective Teaching Institute in another district and who can demonstrate in-depth understanding and application of the course work will not be required to attend the Effective Teaching Institute Part II. The decision will be made by the superintendent. They will participate in Part I of the Effective Teaching Institute.

Part-time teachers with three or more years of experience will participate in Plan II.

Pre-Observation Form  
Marcus Whitman Central School District

Name \_\_\_\_\_ Grade/Subject \_\_\_\_\_  
Observer name & position \_\_\_\_\_

Date of Pre-observation Conference \_\_\_\_\_ Date/Time of observation \_\_\_\_\_

1. Briefly describe the students in the class, including those with special needs.	2. What are the goals for the lesson? What do you want the students to learn?
3. Why are these goals suitable for this group of students?	4. How do these goals support the district and state curriculum?
5. How do these goals relate to broader curriculum goals in the discipline as a whole or in other disciplines?	6. How do you plan to engage students in content? What will you do? What will your students do?
7. With what do you anticipate the students having difficulty during this lesson?	8. What instructional materials or other resources, if any, will you use?
9. How do you plan to assess student achievement of the goals? What procedures will you use? (Attach any tests, performance tasks, rubrics, etc.)	10. How do you plan to use the results of the assessment?

Lesson plan attached:  Yes  No

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

**Observation Narrative**  
**Marcus Whitman Central School District**

Name \_\_\_\_\_ Grade/Subject \_\_\_\_\_  
\_\_\_\_\_ Observer name & position \_\_\_\_\_

\_\_\_\_\_ Date of Pre-observation Conference \_\_\_\_\_ Date/Time of observation \_\_\_\_\_

**Narrative of what was observed in the class:**

**Teacher's Areas of Strength:**

**Recommendations to Address Areas for Growth:**

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

\_\_\_\_\_  
Date

I have discussed the contents of this evaluation with the administrator and have been provided the opportunity to respond in writing.

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

\_\_\_\_\_  
Date

Written response attached:  Yes  No

Teacher Evaluation  
Descriptors of Effective Teaching  
Marcus Whitman Central School District

Name \_\_\_\_\_ Grade/Subject \_\_\_\_\_  
Administrator Name & Position \_\_\_\_\_ Date \_\_\_\_\_

1. Planning and Preparation
2. Classroom Environment
3. Instruction
4. Assessment
5. Professional Responsibilities

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

\_\_\_\_\_  
Date

I have discussed the contents of this evaluation with the administrator and have been provided the opportunity to respond in writing.

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

\_\_\_\_\_  
Date

Written response attached:  Yes  No



### Possibilities for Artifacts

The following is a list of artifacts for possible inclusion in a beginning teacher's collection. Teachers may include any of the following artifacts or others that would reflect their work and their growth as teachers. Artifacts may be used as evidence that the Descriptors of Effective Teaching have been met for that particular year.

- Copies of handouts or worksheets
- Curriculum map for the year or part of the year
- Unit Plans
- Daily Plans
- Activity Descriptions
- Classroom rules and discipline procedures
- Diagrams and/or photographs of your classroom
- Student achievement data
- Samples of student work
- Video and audio records of student performance
- Student profiles
- Student reading lists
- Copies of grade book
- Copies of quizzes, tests and other assessments
- Example of written feedback
- Student surveys
- Student self-assessments
- Logs of parent contacts
- Samples of messages to parents
- Parent surveys
- Class Schedules
- Seating Charts

## **Mentor Program**

### **Purpose**

1. To increase student achievement by improving teacher effectiveness and daily instruction.
2. To maximize the retention of capable new teachers by assuring satisfaction with their teaching experience.
3. To utilize the rich resource of veteran teachers' experience and expertise in the development and formation of beginning teachers.

### **Program Objectives**

- Developing instructional and non-instructional skills
- Supporting teacher morale, communication and collegiality
- Improving a beginning teacher's performance
- Building a sense of professionalism, positive attitude
- Facilitating a seamless transition for the first years of teaching or changing assignments
- Putting theory into place
- Preventing teacher isolation

### **Job Description**

The mentor will provide expertise, ongoing support and professional growth opportunities to enhance skills and effectiveness of teachers.

The mentor will be responsible for coaching the mentee in the five areas found in the Descriptors for Effective Teaching.

### **Expectations**

- Attend required training in the summer (paid per diem).
- Attend a minimum of three after-school mentor support/networking sessions.
- Work with first-year mentee a minimum of one hour a week and second-year mentee on as needed basis. A log of dates, times and activities will be kept. If needed, release time opportunities will be offered for each mentoring team in order to allow for planning, reflection, research and classroom visitations.
- Conduct a minimum of two informal peer classroom visitations throughout the school year. These will include a planning and reflection conference.

### **Additional Information**

Should any problems or concerns arise from either mentor or mentee, they should be directed to the District Mentor Coordinator.

The mentor will have no input in the **Formal Evaluation** of the mentee. The mentor's role is one of coaching, support and meeting the needs of the mentee. **There will be no direct evaluative link between the mentor and administration.**

Interest for becoming a mentor should be indicated on the extra duty assignment list due in May. Mentors will be chosen by Building Principals on an as needed basis.

**The following outlines what the mentor will be expected to provide a mentee. This includes, but is not limited to:**

- Familiarizing the mentee with the Marcus Whitman culture and about our district demographics
- Familiarizing mentee with essential curriculum
- Assisting with long-term and daily planning
- Visiting classrooms to focus on instruction
- Team planning and team-teaching lessons
- Introducing teaching strategies and techniques
- Suggesting strategies for classroom management and discipline
- Assisting with obtaining resources/conferences/training
- Acting as a sounding board for ideas, views and concerns
- Explaining school policies and procedures
- Helping mentee become a reflective practitioner
- Acknowledging the success and accomplishments of the mentee
- Ensuring the mentee becomes a part of the school and community

## Plan II: A Continuum of Effective Teaching and the Professional Growth Plan

### PURPOSE

Carrying out a Professional Growth Plan will include development of what is, in essence, a portfolio that will keep together artifacts connected with the Professional Growth Plan and reflections throughout the process. The district will use Kay Burke's *Designing Professional Portfolios for Change* as a resource for teachers in developing plans and reflecting on their work. A statement from Phillip Harris of Phi Delta Kappa in the foreword to Burke's book reflects the philosophy behind the development of a PGP as well as the portfolio process:

Giving teachers the tools and inviting them to become full partners in a continuous improvement process is a significant shift in thinking about who is responsible and must be in charge of the improvement process. The burden for improvement can now be a shared responsibility, with classroom teachers participating in determining the what and how of their own professional growth. This new approach will foster the collaboration and collegiality that is essential to building a professional environment. In addition, this process directs greater attention to establishing a purpose for change and puts the students at the center. Too much energy has been spent in the past on "change for change's sake"—this approach has seldom been effective.

Professional portfolios enable classroom teachers to take responsibility for their professional growth. . . The result, for those who are serious about improving student learning, will be exciting and rewarding.

Teachers who commit to this process will be impressed with what they discover about themselves. The insights they glean will enable them to better assess their readiness for change and innovation in educational practice

Plan II will serve two functions:

1. Continuous appraisal of tenured staff members' performance in meeting the Descriptors of Effective Teaching. This will include daily interactions between administrators and staff, informal observations, possibly formal observations, involvement in extra-curricular activities, etc.
2. Continuous involvement of tenured staff members, as individuals or teams, in Professional Growth Plans.

Ongoing, informal communication and observation is an integral part of the Continuum of Effective Teaching and the Professional Growth Plan process. Faculty members and building principals should keep in regular communication about the status/progress of their teaching and of their growth plans.

### INFORMAL OBSERVATIONS

Informal observations include any and all aspects that reflect overall professionalism. Informal observation is, as the name implies, *informal*. It is ongoing and may take place in a variety of professional environments. It may be considered to be part of any or all professional interactions. Some examples are:

- Administrative Walk-throughs and informal lesson observations;
- Professional behavior observed in a variety of settings and/or with a variety of individuals: students, colleagues, parents, administrators, or other school staff.

### PROFESSIONAL GROWTH PLAN—PRELIMINARY CONSIDERATIONS

1. All tenured faculty members will be involved in the development and implementation of a Professional Growth Plan.
2. The focus of Professional Growth Plans is the increasing of student success and teacher effectiveness.
3. Professional Growth Plans will be developed for one year; however, work on a plan may be extended with administrator approval.
4. Professional Growth Plans can be developed by individual staff members or by a group of staff members. When the Professional Growth Plan is developed by a team of staff members, the suggested team size is three to four people and should generally not exceed six persons.
5. Timeline for a Professional Growth Plan:
  - Faculty members should initiate planning for the next year by the end of the current school year.

- Faculty members will submit a completed Professional Growth Plan prior to **October 31**.
  - The faculty member(s) and building principal will have a concluding meeting by **May 31**.
6. During a three (3) year cycle, each teacher may opt for one (1) year of a formal observation. Forms for this observation may be found in Plan I (Attachments A, B, C and D)
  7. Either the District or the Association may request that a committee be formed at any time to consider revision of the Teacher Evaluation System when needed.
  8. If there is a multi-building plan for a team, one administrator will be designated as the main contact.
  9. If a Professional Growth Plan is unsuccessful, it will be reviewed together by the administrator and teacher(s) involved to determine the nature of the problem and whether other action is needed. A plan that has been unsuccessful because a teacher's assumptions about student learning turned out to be incorrect will be looked at as part of a teacher's growth in understanding student learning. A plan that has been unsuccessful due to failure to make adequate progress on the plan would lead to the Awareness Phase of Plan III.
  10. If a teacher is on leave, the plan is suspended during the time of the leave.
  11. Teachers are encouraged to work as a team on a Professional Growth Plan. Each teacher's growth as a result of the work on a Plan will be assessed individually. The Annual Summary Form should be accompanied by individual teacher's own artifacts and reflections on the artifacts and the process to show the individual's growth

### OVERVIEW OF PROFESSIONAL GROWTH PLAN

In late spring, teachers will begin planning Professional Growth Plans, following these steps:

1. Teacher reflection on individual needs, building, district and team goals leading to the continuous improvement of student learning;
2. Consultation with any or all: teachers, students, administrators and other professionals.
3. Review of professional research literature and best practices – may be derived from such sources as workshops, classes, journals, colleagues, the Internet, conferences, etc.

Under **Plan II** there are two options.

**Option A** requires the setting of a professional goal that may involve the study of a particular topic or the development of a skill set designed to improve the teacher's professional knowledge or instructional techniques. The paperwork required for **Option A** includes **Attachments F and G**. Most Plans under **Option A** will result in the creation of a portfolio or artifact album.

**Option B** is focused specifically on improving student achievement in a particular area of underachievement that is identified by a teacher or a team of teachers. The process will be based upon specific data used to identify the area of underachievement, and will require setting a **Target** for improved achievement. The teacher(s) will identify strategies to use in improving student achievement, and data should be available to regularly (perhaps biweekly) assess progress and adopt new strategies as necessary. The paperwork for **Option B** includes **Attachments H and I**.

Professional Growth Plan  
 Due October 31  
 Marcus Whitman Central School District

Participating Staff Member	Building	Subject/Grade

Question	Your Plan
<p><b>What is the <u>GOAL</u> of your Professional Growth Plan?</b> Identify individual, team, building or district goal(s) that will result in the continuous improvement of student learning.</p>	
<p><b>What is your personal professional goal?</b></p>	
<p><b>What is the <u>RATIONALE</u> of your plan?</b> Describe how this will improve student learning. Explain how this will meet one or more district goals.</p>	
<p><b>What <u>FORMAT</u> will be used?</b> Other than for independent plans, please identify with whom you will work and indicate how you will work together.</p>	

<p><b>What is the <u>TIMELINE</u> of your plan?</b> Describe how you will work on your plan throughout the year.</p>	
<p><b>What <u>METHODS/STRATEGIES</u> will you use?</b> Identify the methods or strategies you will use. These may include: action research, peer coaching, videotaping, clinical supervision, mentoring, college courses, simulations, workshops, visitations, conferences, observations, professional reading and the like.</p>	
<p><b>What are the <u>INDICATORS OF PROGRESS</u>?</b> Identify the artifacts and/or information you will record or collect. These may include: student work portfolios, videotapes of classes, peer observation, principal observation, parent responses, student responses, statistical measures, performance assessment, reflective journal entries, case-study analysis, benchmarks and the like.</p>	
<p><b>What <u>RESOURCES/SUPPORT</u> will you need?</b> Identify any resources or support you will need. These may include: classroom materials, student materials, journals, workshops, resources, books, collegial time, appropriate technology, mentoring, collegial support, release time, administrative support and the like.</p>	

Signature of project participants:

_____	_____
_____	_____
_____	_____

Administrator signature:

\_\_\_\_\_

Final Summary Form—Professional Growth Plan—Option A

(Must be submitted by May 31) Submission Date \_\_\_\_\_ Teacher's Initials \_\_\_\_\_  
Marcus Whitman Central School District

*This summary is to be completed individually by each participant at the conclusion of the Professional Growth Plan (PGP).*

Staff member: \_\_\_\_\_ School: \_\_\_\_\_  
Grade/Dept.: \_\_\_\_\_ Plan start date: \_\_\_\_\_ Plan completion date: \_\_\_\_\_  
Group participants: \_\_\_\_\_

**Project goals accomplished:**

**Artifacts submitted:**

**Teacher reflections:**

**Future considerations:**

**Administrator comments/reflections:**

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

\_\_\_\_\_  
Date

I have discussed the contents of this evaluation with the administrator and have been provided the opportunity to respond in writing.

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

\_\_\_\_\_  
Date

Written response attached:  Yes  No

Professional Growth Plan—Option B  
Plan due by October 31  
Marcus Whitman Central School District

Participating Staff Members	Building(s)	Subject/Grade

**A response to questions 1-5 is required before the Plan can receive initial approval.**

Question	Your Plan
<b>1. What area of student achievement will you be attempting to improve?</b>	
<b>2. What <u>DATA</u> will you use to provide a baseline for performance?</b>	
<b>3. What is your <u>TARGET</u>? What improvement in student achievement are you aiming to hit?</b>	

4. What **STRATEGY** or **STRATEGIES** will you use to improve student achievement?

5. What **DATA** will be used for tracking? What will you use to track progress on a regular (perhaps bi-weekly) basis?

Signature of project participants:

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

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

Final Summary Form—Professional Growth Plan (PGP)—Option B

(Must be completed by May 31)

Marcus Whitman Central School District

*This summary is to be submitted individually by each participant at the conclusion of the Professional Growth Plan (PGP).*

Staff member: \_\_\_\_\_ School: \_\_\_\_\_

Grade/Dept.: \_\_\_\_\_ Plan start date: \_\_\_\_\_ Plan completion date: \_\_\_\_\_

Group participants: \_\_\_\_\_

**Area of student achievement targeted:**

**Specific Target:**

**Strategy or Strategies Initially Applied:**

**Checkpoints for Tracking:**

**Adjustments in Strategy:**

**Verification of Results:**

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

# PLAN III

## Assistance Plan

### PURPOSE:

- To enable a tenured teacher the opportunity to seek assistance in any of the district's Descriptors of Effective Teaching;
- To provide a more structured process for a tenured teacher who, by determination of an administrator or the teacher, may benefit from more support; and/or
- To provide due process for disciplinary action.

### THREE PHASES:

- Awareness Phase
- Collaborative Assistance Phase
- Directed Assistance Phase

### AWARENESS PHASE

1. A concern is identified by the administrator or the teacher.
2. The administrator and the teacher meet to collaborate and attempt to resolve the concern in an agreed-upon time frame. (*Attachment J—Awareness Phase Plan/Awareness Phase Review*)
3. At the conclusion of the Awareness Phase, the administrator will review the progress and will make one of the following recommendations:
  - The teacher resumes participation in Plan II, Professional Growth. OR
  - In the event the concern is not resolved, the teacher is placed into either the collaborative or directed assistance phase. At this point, the teacher will be advised by the administrator to discuss the situation with the Marcus Whitman Teachers Association or designated representative. The teacher or the administrator may request other representation in all subsequent meetings regarding the concern.

### COLLABORATIVE ASSISTANCE PHASE

1. Review the recommendations from the Awareness Phase.
2. A specific plan will be developed which includes:
  - Growth-promoting goals that are specific, measurable, action oriented, realistic, and time bound;
  - Strategies for resolution of the concern;
  - Timelines;

- Indicators of progress;
  - Resources and support needed. (*Attachment K—Professional Assistance Plan*)
3. The administrator and the teacher set up a specific time to review what progress has been made. (*Attachment L—Professional Assistance Plan Meeting Summary/Evaluation Summary Report will be used with each meeting held for reviewing progress.*)
  4. One of the following recommendations will be made upon reviewing the teacher’s progress (*Attachment L*):
    - The concern is resolved and the teacher is returned to the Professional Growth Plan. OR
    - The teacher remains in the Collaborative Assistance Phase with revised goals and timelines. OR
    - The concern is not resolved, and the teacher is moved into the Directed Assistance Phase.

NOTE:

To protect the teacher who is working to improve his or her teaching, data obtained during the Awareness or Collaborative Assistance Phase may not be used in further action against the teacher. An exception would be an event or additional information concerning a blatant violation of a specific policy or rule that initiates an immediate move from the Awareness Phase or the Collaborative Assistance Phase into the Directed Assistance Phase.

### DIRECTED ASSISTANCE PHASE

1. The teacher may be placed in the Directed Assistance Phase because of, but not limited to:
  - Not meeting the Descriptors of Effective Teaching after being in the Collaborative Assistance Phase;
  - Insubordination;
  - Specific policy or rule violation(s).
2. The Directed Assistance Phase begins with a meeting between the administrator, teacher, and Marcus Whitman Teachers’ Association President or designated representative. Other resource people may be involved, i.e., central office administrator(s) and/or NYSUT representative.
3. The administrator will identify in writing the specific Descriptor of Effective Teaching, rule or policy in violation. The teacher will be given an opportunity to respond. Following the discussion, the administrator will indicate the next steps to be taken, such as:
  - A specific remedial plan with timeline (*Attachment K; progress will be reviewed using Attachment L*);
  - Requirement of specific training in or outside of the school, or evaluation by a professional;
  - Placement of the teacher on paid administrative leave;
  - Recommendation for further corrective action by the Superintendent and Board of Education, following New York State Education Law.

4. The Directed Assistance Phase only addresses ongoing performance concerns not corrected by the teacher under either the Awareness Phase or the Collaborative Assistance Phase. The Directed Assistance Phase is not intended as a restriction on the district's right to take appropriate disciplinary action for teacher misconduct without prior resort to either the Awareness Phase or the Collaborative Assistance Phase.

Awareness Phase Plan/Awareness Phase Review  
Marcus Whitman Central School District

Name: \_\_\_\_\_ Grade/Subject: \_\_\_\_\_

Administrator: \_\_\_\_\_ Date: \_\_\_\_\_  
Awareness Phase Plan

Specific statement of problem(s) related to the Descriptors of Effective Teaching:

Goals (measurable, action-oriented, realistic, time-bound):

Time frame: \_\_\_\_\_

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

I have discussed the contents of this document with the administrator and have been provided the opportunity to respond in writing.

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

Written response attached:  Yes  No

Awareness Phase Review

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

Administrator's recommendations:

Teacher Comments:

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

\_\_\_\_\_  
Date

I have discussed the contents of this document with the administrator and have been provided the opportunity to respond in writing.

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

\_\_\_\_\_  
Date

Professional Assistance Plan

Marcus Whitman Central School District

\_\_\_\_ Collaborative Assistance Plan

\_\_\_\_ Directed Assistance Plan

Name: \_\_\_\_\_ Discipline/Grade: \_\_\_\_\_

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

Specific Statement of Problem(s) related to the Descriptors of Effective Teaching:

Goals (measurable, action-oriented, realistic, time-bound):

Strategies/Resources/Indicators of Progress

Review Dates:

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

\_\_\_\_\_  
Date

I have discussed the contents of this document with the administrator and have been provided the opportunity to respond in writing.

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

\_\_\_\_\_  
Date

Written response attached:  Yes  No

PROFESSIONAL ASSISTANCE PLAN

Meeting Summary/Evaluation Summary Report

\_\_\_ Collaborative Assistance Plan

\_\_\_ Directed Assistance Plan

Name: \_\_\_\_\_ Administrator: \_\_\_\_\_

Which meeting: \_\_ First \_\_ Second \_\_ Third \_\_ Fourth \_\_ Fifth

Goal(s) addressed:

Strategies implemented:

Resources/Support Utilized to Date:

Administrator Comments/Recommendations:

Teacher Comments:

Next meeting date: \_\_\_\_\_

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

\_\_\_\_\_  
Date

I have discussed the contents of this document with the administrator and have been provided the opportunity to respond in writing.

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

\_\_\_\_\_  
Date

## REFERENCES

Burke, Kay. *Designing Professional Portfolios for Change*. Arlington Heights, IL: Skylight Professional Development, 1997.

Danielson, Charlotte, and Thomas L. McGreal. *Teacher Evaluation to Enhance Professional Practice*. Alexandria, VA: Association of Supervision and Curriculum Development, 2000.

McCormick, Jodi Holloway. *The Professional Growth Plan*. Arlington Heights, IL: Skylight Professional Development, 2002.