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**AGREEMENT BETWEEN THE
BOARD OF EDUCATION OF THE EASTCHESTER UNION FREE SCHOOL DISTRICT
AND THE
EASTCHESTER TEACHERS' ASSOCIATION
JULY 1, 2013 TO JUNE 30, 2017**

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Preamble	Page 1
Article I Recognition	Page 1
Article II Collective Negotiations	Page 1
Article III Teaching Assignments	
A Length of School Year	Page 2
B Length of School Day	Page 3
C Class Assignments - Secondary	Page 4
D Exemption from Additional Duties	Page 5
E Assignment Outside Area of Certification	Page 5
F Class Size	Page 7
G Special Provisions	Page 7
H After School Meetings	Page 8
I Notification of Assignments	Page 9
J Non-Professional Assignments	Page 9
K Duty Free Lunch Period	Page 9
L Equipment Materials and Supplies	Page 10
M Travel Time	Page 10
N Unassigned Time	Page 10
Article IV Leaves of Absence	
A Sick Leave	Page 10
B Other Leaves	Page 12
C Sabbatical Leaves	Page 13
D Leaves for Professional Purposes	Page 15
Article V Teacher Evaluation	
A Probationary Teachers	Page 16
B Tenured Teachers	Page 16
C Reports and Procedures	Page 16
D Personnel Files	Page 17
E Evaluation Form	Page 17
F Disciplinary Procedures	Page 17
Article VI Grievance Procedure	
A Definitions	Page 17
B Purpose	Page 18
C Informal Procedures	Page 18
D Formal Procedures	Page 18
E Arbitration	Page 19
F Denial of Tenure	Page 19
G Miscellaneous	Page 19

Article VII Association Rights

A	Use of Buildings	Page 20
B	Bulletin Boards	Page 20
C	Mail	Page 20
D	School Calendar	Page 20
E	Time Off	Page 20
F	Names and Addresses of Teachers	Page 20
G	Administrative Council	Page 21
H	Curriculum Changes	Page 21
I	Job Descriptions	Page 21
J	Co-curricular Committee	Page 21

Article VIII Salary Deductions

A	Association Dues	Page 21
B	Tax Sheltered Annuities	Page 22
C	Savings Bonds	Page 22
D	Credit Union	Page 22
E	VOTE/Cope and NYSUT Benefits	Page 22
F	IRC §125 and §129	Page 22
G	IRC 457 Plan	Page 22

Article IX Professional Practices

A	Promotional Advancement	Page 22
B	Complaints	Page 22
C	Safety and Welfare	Page 23
D	Transporting Children	Page 23
E	Certification	Page 23
F	Probationary Period	Page 23
G	Seniority List	Page 23
H	Transfer and Seniority	Page 23
I	Substitutes	Page 23
J	School Monitors	Page 24
K	Peer Coaching Program	Page 24
L	Professional Practices Committee	Page 24

Article X Employee Benefits

A	Health Insurance Contributions	Page 24
B	Welfare Fund	Page 25
C	Personal Items	Page 26
D	Mileage	Page 26
E	Non-Resident Students	Page 26
F	Direct Deposit	Page 26

Article XI	Past Practices	Page 26
Article XII	Salaries	
A	Increments	Page 26
B	Salary Schedule	Page 26
C	Home Tutoring	Page 26
D	Coaching and Co-curricular	Page 26
E	Credit for Approved Courses	Page 27
F	Salary Levels	Page 28
Article XIII	Board Rights	
A	Authority Over Matters of Policy	Page 29
B	Reserved Rights	Page 29
C	Rules and Regulations	Page 30
Article XIV	No Strike Clause	Page 30
Article XV	Part-Time Employees	
A	Health Insurance	Page 31
B	Pay Step	Page 31
C	Non-applicable Provisions	Page 31
D	Child Care	Page 32
E	FTE	Page 32
Article XVI	Teaching Assistants	Page 32
Article XVII	Occupational Therapist	Page 33
Article XVIII	Schedules Attached	
Appendix A	Contract Notes	Page 35
Appendix A1	Teacher Salary Schedules	Page 41
Appendix A2	Teaching Assistant Salary Schedule	Page 45
Appendix A2.1	Occupational Therapist Salary Schedule	Page 46
Appendix A3	Teaching Stipends	Page 47
Appendix B	Intermediate Credit Teacher Salary Schedule	Page 49
Appendix C1	Co-Curricular Activity and Extra Duty Stipend Schedules	Page 50
Appendix C1.1	Co-Curricular Activity Tier Responsibilities	Page 53
Appendix C2	Interscholastic Sports and Intramural Stipend Schedules	Page 54
Appendix D1	Annual Professional Performance Review (APPR)	Page 57
	D1-A – Classroom Observation Form	Page 62
	D1-B – Pre-Observation Conference Form	Page 68
	D1-C – Lesson Plan Template	Page 69

D1-D – Post Conference Form	Page	70
D1-E – Professional Portfolio	Page	71
D1-F – Locally Selected Measure Scoring Methodology for Teachers of Courses That Do Not Have an NYSED Approved Growth Model	Page	72
D1-G – Locally Selected Measure Scoring Methodology for Teachers of Courses That Do Have an NYSED Approved Growth Model	Page	73
D1-H – Student Learning Objective Template and Target Bands	Page	77
D1-I – Teacher Improvement Plan (TIP)	Page	80
Appendix D2 Teaching Assistant Evaluation Form	Page	85
Appendix D3 Psychologist/Guidance Counselor Evaluation Form	Page	94
Appendix D4 Classified Employee Performance Evaluation Form	Page	104

PREAMBLE

A. In order to effectuate the provisions of the Public Employees' Fair Employment Act, to encourage and increase effective and harmonious working relationships in the school system, and to provide the highest educational standards, this agreement is July 1, 2013 to June 30, 2017 except as extended by and between the BOARD OF EDUCATION, EASTCHESTER UNION FREE SCHOOL DISTRICT, Eastchester, New York (Board) and the EASTCHESTER TEACHERS' ASSOCIATION (Association).

B. This contract shall remain in full force and effect after June 30, 2017 until a new agreement is negotiated.

C. The Union and the District agree that the provisions of this Agreement shall be administered so as to comply with the Americans with Disabilities Act (ADA) and any federal regulations and guidelines issued hereunder on a case by case basis.

ARTICLE I - RECOGNITION

The Board hereby recognizes the Association for purposes of negotiating collectively over the terms and conditions of employment and the determination and administration of grievances arising under the terms and conditions of employment pursuant to the Public Employees Fair Employment Act, as the exclusive representative of the instructional negotiating unit which is composed of all professional employees of the Board (including all classroom teachers, librarians, guidance counselors, psychologists, social workers, speech therapists, teaching assistants and the occupational therapist) but excluding the Superintendent, Deputy and Assistant Superintendents of Schools, Business Administrator, Principals, Coordinators, Supervisors, Registered Nurses, Attendance Officer and Aides. Unless otherwise indicated, the term "teacher" when used in this agreement shall refer to a member or members of the unit herein defined.

ARTICLE II - COLLECTIVE NEGOTIATIONS

A. The Board and the Association agree to negotiate in good faith in an effort to reach agreement on the terms and conditions of employment and determination and administration of grievances arising under the terms and conditions of employment of teachers in the unit. Negotiations over such matters shall take place commencing on or about November 15th of the final year of the contract. All matters subject to negotiation under this Article shall be negotiated with the Association prior to the Board adopting any policies, rules or regulations relating thereto.

B. During negotiations, the Board and Association shall present relevant data, exchange points of view, and make proposals and counter proposals. Negotiations shall be conducted by a team of not to exceed five members for the Board, and no less than two and a team of not to exceed five members, nor less than two, for the Association, except that each team may have legal counsel present and may from time to time invite

to the negotiation discussions a limited number of other persons whose presence is reasonably required as participants. The Superintendent, Deputy Superintendent and/or Assistant Superintendent(s) may attend all negotiation sessions. The Board shall, within reason, make available records, data and information in its possession (including line budget items where developed), which are directly pertinent to a topic under negotiation. The Association shall also, within reason, make available records, data and information in its possession or which may be available through its state or county affiliates or otherwise, and which are directly pertinent to a topic under negotiation. Negotiated agreements arrived at shall be reduced to writing and signed by the Association and the Board.

C. Except as provided in this paragraph, no within-the-school-day activity of the members of the Association negotiating team shall in any manner alter or interfere with instructional processes of any teacher, except that none of the permanent members of the negotiating team shall be given any assignments by the building principal above and beyond the instructional load for the given subject matter area. In the event of change in the permanent negotiating team, other members of the Association will be designated by said team to fulfill these functions.

In-so-far as possible the Association shall limit its negotiating team members, other than its chief spokesman or President, as it designates, to not more than one permanent member from each building, but in any case, the limit of not more than one negotiator from a building other than its chief spokesman or President shall be complied with in the event a negotiating meeting is held during part of a school day. In the event a negotiating meeting is held during part of a school day, the Association members shall be released from their regular duties without loss of pay or charge to their sick or personal leave. One Association representative shall be released from duty, when necessary, from time to time, during the school day, for the handling of grievances and the administration of the contract.

D. The agreement reached after negotiation shall become effective only upon ratification by the Board and the Association.

E. The school district shall reproduce the contract and provide one copy to each member of the bargaining unit.

ARTICLE III - TEACHING ASSIGNMENTS

A. LENGTH OF SCHOOL YEAR

1. The school calendar shall provide for 186 days for teachers and 182 days for students. The 186th day for teachers is an additional staff development day. Effective July 1, 2002, pay for the 186th day of the school calendar for staff development was incorporated into and paid as part of annual salary. In the event that a bargaining unit member does not attend this day, he/she may apply available paid leave under the contract or forfeit the compensation allocated to such 186th day under Appendix A3 of the contract. This day will be added during the work week between

September 1st and the opening day of school. If such a day is unavailable that year, it will be added during the last five (5) days in August. The date is to be determined in consultation with the Association. The day is to be a five-and-one-half (5 ½) hour day, exclusive of lunch.

Commencing with the 2014-2015 school year, the first work day will be a Superintendent's Conference Day from 8:00 AM – 1:00 PM, without a lunch break. Unit members may leave at 1:00 PM.

2. There shall be two days made available for snow/emergency days. If the District uses fewer than two snow/emergency days during the school year, beginning the 2014-2015 school year, the district will add the day or days to the Memorial Day weekend. Should the parties agree that this is not practical, another day or days will be selected.

In the event schools are closed for more than two days for snow/emergencies, February recess will be the last recess period used for make-up days.

In the event that all available make-up days have been exhausted and school is in session for any part of the February recess, any member who is not present due to a vacation planned prior to the date of the event requiring the need for make-up days or January 1, whichever is earlier, will be charged one personal day and required to reimburse the District in the amount of \$175. This will apply only to one day of the February recess. The member will have to submit verification of his/her ~~their~~ vacation plans, including transportation, when applicable, reflecting when the plans were made. If school is in session more than one day during the February recess, the member will be docked for such additional day(s). This paragraph shall sunset effective June 30, 2017 notwithstanding Section 209(a)1e of Civil Service Law.

B. LENGTH OF SCHOOL DAY

1. Elementary Schools: All teachers shall report for work between 8:00 a.m. and 8:30 a.m. as required by their school. Teachers shall remain for seven hours every day. Elementary teachers shall have five hours and 15 minutes of classroom student contact, less 225 minutes per week of unassigned time. Beginning September 1, 2001, elementary teachers shall have five hours and 27 minutes of classroom instructional time less 225 minutes per week of unassigned time. Kindergarten is excluded from this extra time provision, except that kindergarten teachers will supervise their students until scheduled bus departure time. Commencing with the 2014-2015 school year, elementary school students will be dismissed at half day on Monday, Tuesday, Wednesday and Thursday of the last week of school and after one hour on Friday of the last week of school. The Board will exercise all reasonable effort to grant a daily unassigned period in the elementary schools. No teacher shall be scheduled for more than one day per week without any unassigned time of at least 30 continuous minutes.

2. Secondary Schools: All teachers shall report for work at 7:45 a.m. and shall remain in school until 2:55 p.m. every day.

3. Teachers may leave school 15 minutes earlier on Fridays and the day before a holiday but not before regular student dismissal.

4. The Wednesday before Thanksgiving will be a half day of school.

5. The day before the December holiday recess will be a half day of school.

6. Commencing with the 2015-2016 school year, one additional half-day of school (a full day instead shall be scheduled as a half-day) beyond those provided in paragraphs 4 and 5 above will be added. The date is to be determined in consultation with the Association. If no agreement is reached, the half-day will be the Friday before Presidents' Day.

C. CLASS ASSIGNMENTS - SECONDARY SCHOOLS

1. Teachers shall be assigned to no more than five teaching periods per day of 45-50 minutes duration. An additional small group support center/content area laboratory period will be provided no more than four (4) times per week per teacher. The purpose is to provide supplemental material rather than to do primary instruction. The support period is not credit bearing and with no lesson plans, grading, or parent conferences required nor formal teaching observations/evaluations. Some preparations of materials may be helpful. No more than seven (7) students per teacher are involved in any one period.

2. Teachers not assigned small group support center/content area laboratory period may be assigned a study hall. Every effort will be made to keep the study hall size to 15 to 20 students.

3. All of the assignments above will be done on an equitable basis.

4. Preparation periods should be scheduled, wherever possible, after no more than three consecutive teaching periods.

5. Every effort shall be made so that no teacher shall have more than two subject matter preparations per day.

6. Every effort will be made to ensure that teachers working in more than one building are scheduled to teach in one building in the morning and the other building in the afternoon.

7. Tenured teachers may volunteer to teach a sixth (6th) period on the secondary level provided there is no more than one such volunteer in any subject

matter area and that there be no more than a total of six (6) volunteers on the secondary level.

8. Teaching assistants may be assigned up to six (6) teaching periods per day of 45-50 minutes duration.

9. Teaching assistants, on the secondary level, can be reassigned from one prep period per week to provide coverage in the small group support center/content area lab.

D. All members of the Association's Negotiating Committee will be exempt from additional duties because of their participation in contract enforcement.

E. ASSIGNMENT OUTSIDE AREA OF CERTIFICATION

1. A teacher may be assigned to one period of instruction outside the teacher's area of certification on the following terms and conditions.

2. The Board will make a reasonable effort to obtain a volunteer to cover a needed assignment. In the event voluntary coverage cannot be obtained, a teacher may be assigned involuntarily from a pool of teachers determined according to the following requirements and in the following order:

(a) A teacher who has certification in the subject area from another state.

(b) A teacher who has two or more years of previous satisfactory teaching experience in the subject area.

(c) A teacher who has a minimum of sixteen (16) credits in the subject area.

3. In the event no eligible teacher can be obtained by any of the above, teachers may be selected based on work-related experience.

4. The pool of teachers shall be restricted to no more than five (5) in each subject area and shall be developed from 2 (a), (b), (c). 2 (c) selections shall be made as follows:

(a) Teachers who have sixteen credits in the subject and who have, in order, the highest point scores arrived at in the following manner, will be assigned to the pool.

(b) For each credit earned in the subject, the teacher shall receive one (1) point on a rating scale; one (1) point shall be deducted from such scale for every year since the last year the teacher received a college credit in that subject. In

the event two or more teachers have an identical point ranking, the teacher with the least seniority in the district shall be the first eligible for the pool.

(c) The district may assign any member of the pool.

5. The procedure to be used in selecting teachers to be assigned under the terms of this clause will be as follows:

The District will identify the area of academic need as well as academic areas in which there are teachers available for reassignment. All teachers in the latter academic areas who meet the minimum requirements in the area of academic need as outlined in 2 (a), (b), and (c) above will be placed into an eligibility pool, arranged in chronological order based on the most recently completed courses in the area of academic need or most recent successfully completed assignment in that area. The five teachers with the most recent related course work or work experience will comprise the pool of teachers eligible for transfer.

6. A teacher will not be assigned in more than one outside area for any more than two years during any consecutive five-year period. During the five-year period the involuntary assignment will not be changed to another subject out of the teacher's certification area. The assignment may, however, be dropped or continued in the same subject during that five-year period.

7. Teachers will be assigned only one class outside of their area of certification.

8. There shall be no evaluation in the subject matter performance of the out of certification assignment of any teacher assigned pursuant to the provisions of the agreement. While the teacher is assigned a class under the provisions of this section, evaluations made with respect to the teacher's other classes shall recognize the existence of the out of certification area assignment, and shall take the same into account. All such observations will be for the purpose of assisting the teacher in the assignment.

9. The assignment may be appealed to the Superintendent.

10. In the event that a teacher alleges that the assignment is not in compliance with this clause or is for discriminatory or disciplinary purposes, an arbitration will be commenced within two weeks of the allegation. The arbitrator shall render a decision within two weeks thereafter.

11. Other than volunteers, no more than five (5) teachers may be assigned under the terms of this clause at any one time.

F. CLASS SIZE

1. Kindergarten: The average assignment for kindergarten teachers shall be twenty-five pupils per class in the all-day kindergarten program.

2. Elementary Schools: The class size average shall be twenty-seven. The average shall be determined per grade per school. The word average is defined as the arithmetic mean between two or more quantities. Every reasonable attempt shall be made to make class size as equitable as possible.

3. Secondary Schools: The class size average shall be twenty-five. The average shall be determined in each subject matter area covering grades 7 through 12. The word average is defined as the arithmetic mean between two or more quantities. Every reasonable attempt shall be made to make class size as equitable as possible.

4. Whenever possible a monitor shall be assigned to assist teaching assistants when they are assigned to an activity outside of the classroom and such activity has more than 25 students involved.

G. SPECIAL PROVISIONS

1. Notwithstanding any of the items set forth in Paragraphs C and F hereof, it is recognized that emergency conditions may exist such as, but not limited to, space requirements, teacher availability, etc., which would make it impossible to adhere to the specifications set forth herein. During the existence of such an emergency, it shall not be considered a breach of the intent or purpose of this agreement to make such other assignments as the emergency may demand, provided, however, that every effort will be made to remove the emergency conditions as rapidly as possible, and provided further that emergency assignments of personnel shall be made as equitably as possible.

2. Nothing herein contained shall prevent experimental teaching, such as team teaching, which may result in class sizes different from those specified herein.

3. Teachers shall not be assigned to cover classes of absent teachers except in those cases which constitute an emergency and for which substitutes cannot be secured. When such assignments become necessary they shall be made as equitably as possible.

4. It is agreed that the Board recognizes the concept of additional remuneration for "overload" regarding teacher duties.

5. When a Teaching Assistant's assignment results in the loss of a preparation period and/or a lunch period, then the Teaching Assistant will be compensated at the rate indicated in Appendix A3.

6. When an active tenured teaching assistant in good standing is hired as a probationary teacher in Eastchester, the teaching assistant shall be granted a one year leave and the right of return without penalty as to salary placement or loss of benefits.

H. AFTER-SCHOOL MEETINGS

1. No more than four staff meetings per month shall be held in each school building. Regular monthly faculty meetings shall be held on Monday afternoons and shall not normally exceed one hour in duration.

2. In addition to such building meetings, each teacher shall be encouraged to attend Home-School Association or PTA meetings. Elementary and secondary teachers shall also be available for one additional evening per year for an open house or back to school night. On the day of the Open House and evening parent conferences, teachers may leave school after all students have been dismissed.

3. Teachers may be required to attend five district-wide staff meetings of all the professional personnel per year, excluding the teacher orientation program at the beginning of the school year.

4. At least four days notification of a faculty meeting shall be given. Teachers upon proper and timely notification to the building principal may place such items on the agenda for such faculty meetings as may be of interest to the teachers in that building. Principals should notify their respective faculties of the planned agenda for the faculty meeting at least three days prior to such meeting.

5. Parent-teacher conferences shall be scheduled during the regular school day. Where this is not possible, the teacher will make other arrangements. Prior to making final arrangements for a parent-teacher conference, the teacher's availability should be ascertained. It is clearly understood that it is part of a teacher's professional responsibility to confer with parents whenever the need arises.

6. In the elementary schools, there shall be two half-day parent-teacher conference days in the fall and in the spring. Check off interim reports will be sent home to parents before the fall conference days. One evening parent conference in the fall will be held for parents unable to attend daytime conferences. Teachers will make every effort to accommodate parent requests for an evening conference on the designated evening. However, teachers who do not have any conferences scheduled for that evening will not be required to be in attendance that evening. In the spring, interim report cards are to be issued to parents who are not called in for a conference. The purpose of these interim reports is to accommodate those parents who do not attend a parent conference.

7. There shall be prior written notice of at least ten days for required meetings except as required in H-4 above.

8. In the exercise of a sense of teacher professionalism, and in recognition of their professional responsibilities to give extra pupil assistance and counseling when needed, and to participate in conferences for curriculum planning, teachers shall continue to make themselves available at reasonable times and when necessary, at the close of the school day, and at times other than required by this agreement, for the benefit of pupils seeking or requiring extra assistance or counseling, or for curriculum planning conferences.

(a) Any general implementation of specific programs planned hereunder shall be given in as specific detail as possible to the Association, one month before its planned implementation.

(b) Any failure of a teacher to comply with the above may subject such teacher to disciplinary action.

I. NOTIFICATION OF ASSIGNMENTS

1. All teachers shall be notified of their professional responsibilities for the ensuing school year no later than June 15th, of the prior year. Such notification shall include, wherever possible, specific teaching assignments, estimated class sizes and the teaching schedule.

2. The scheduling of teachers and students and the providing of teaching stations for all regularly scheduled classes shall be the responsibility of the administration. While the opinions and preferences of teachers should normally be considered, no teacher shall be required to schedule himself or his students or to find teaching stations for his regularly scheduled classes.

J. NON-PROFESSIONAL ASSIGNMENTS

1. Reasonable effort will be made to keep non-professional assignments of teachers to a minimum. Where such assignments are necessary, they shall be effected as equitably as possible. Due regard shall be given to the nature of the assignment and the normal professional responsibilities of the individual involved. A schedule of all such assignments shall be prepared and shall be available no later than October 1st of each year. Unscheduled activities shall be accommodated by volunteers wherever possible.

2. No unpaid supervisory duties will be performed by teachers (e.g., bus duty, cafeteria duty, hall supervision, unpaid chaperoning duties, parking lot supervision, etc.)

K. DUTY-FREE LUNCH PERIOD

During each full school day, secondary teachers shall receive a duty free lunch period equal in length to a teaching period, and elementary teachers shall receive a sixty minute duty free lunch period.

L. Every effort will be made to ensure that necessary teaching equipment, instructional materials and supplies for each teacher will be available at the opening of school.

M. When a teacher serves in two schools in one day, reasonable effort shall be made to allow the teacher appropriate travel time. Every effort will be made to ensure that teachers working in more than one building be scheduled to teach in one building in the morning and the other building in the afternoon.

N. All teachers have the privilege of leaving the building when unassigned. Building principals should be notified and the destination of the teacher left with the office.

ARTICLE IV - LEAVES OF ABSENCE

A. SICK LEAVE

1. Each full-time member of the staff shall be allowed during the contract year 15 days of absence with full pay because of personal illness.

2. The unused portion of the annual sick leave accumulated after July 1, 2006, shall accumulate with no maximum.

3. In case of illness necessitating absence beyond the maximum sick leave allowed at full pay, each full-time member of the staff shall receive one-half pay for as many months, or fractions thereof, as he has years of service, less any months, or fractions thereof, for which he has previously received half pay on account of illness during such service.

4. In the case of any absence for illness, the teacher shall present such proof of the necessity for such absence as the Superintendent of Schools may reasonably require.

5. Teachers are to obtain a summary of their sick leave accumulation annually.

6. Sickness or accidents incurred in the performance of regular duty shall not consume a teacher's sick leave where such absence is covered by Workers' Compensation. The amount of Worker's Compensation shall be returned to the Board.

7. At the time of a teacher's retirement, the teacher shall be compensated for unused sick leave days according to the following schedule at twenty-five percent (25%) at the daily rate in effect at the time of retirement, or with six weeks' pay, whichever is greater at the option of the teacher (as provided in note 3, III of Appendix A). Teachers electing six weeks pay must notify the District by February 1 of the year of retirement. In 2006-2007, unused sick leave days for compensation shall not exceed 225; in 2007-2008 shall not exceed 230; 2008-2009 shall not exceed 240;

2009-2010 shall not exceed 245; 2010-2017 and thereafter, shall not exceed 250. For any teacher retiring between March 23, 2010 (the date of the ratification of this Memorandum of Agreement) and June 30, 2011, the teacher will be eligible for 28% at the daily rate in effect on the date of retirement provided that notice of retirement is made by the teacher to the District, in writing, by December 1, 2010. It is understood that for any other school year covered by this Agreement, the compensation for unused sick days is at a rate of 25% of the teacher's daily rate in effect at the time of his/her retirement.

8. (a) There shall be established a sick leave bank. The Board shall contribute one day per year per unit member to the sick leave bank. The sick leave days so contributed shall accrue at the commencement of the school year.

(b) Application for use of the sick leave bank shall be made to the superintendent by the unit member involved. The superintendent and the president of the teachers' association shall constitute a committee to review the unit member's application. This committee shall grant the sick leave bank application if the unit member involved suffers from a serious illness or injury, and has exhausted his or her accumulated sick leave as provided in Article IV, A-2, above. No member may draw more than 190 days from the sick leave bank in any three year period.

(c) If the sick leave committee cannot unanimously render a decision as to whether the sick leave application should be granted, due to the nature and purpose of this provision the dispute shall be submitted immediately to expedited arbitration pursuant to the rules of the American Arbitration Association, and the parties shall share the cost thereof.

(d) Effective July 1, 2002, paid sick and immediate family illness (Article IV, Section B, Item 2) leaves of absence authorized under the collective bargaining agreement shall be in addition to and shall not run concurrent with leave entitlements under the Family Medical Leave Act (MOA 2/6/02).

9. Commencing with July 1, 2014, the following are the notification requirements for members requesting a childbirth/care related leave of absence:

Upon the birth of a child to a member, the member is required to submit to the District written verification from a physician verifying the child's date of birth. Notification must include the employee's name, date of the birth of the child, the mother's anticipated recovery period.

Within three (3) weeks after the birth of a child, the member must submit written notification advising the District of an anticipated date of return or requesting to utilize any portion of FMLA as entitled. Requests for leave covered under FMLA must include a start and an end date.

Within six (6) weeks after the date of commencement of the FMLA entitlement, the member must submit written notification advising the District of his/her date of return or in the alternative, a request for an unpaid leave of absence upon

conclusion of the leave covered by FMLA. Requests for leave must include a start and an end date.

For members who are on a full year leave of absence, notification of their intent for the following school year must be given by February 1.

Non-tenured members are allowed a maximum of one year for an unpaid leave of absence for the purpose of child care inclusive of the twelve weeks of unpaid leave to which the member may be entitled under FMLA.

B. OTHER LEAVES

1. Each teacher shall be allowed absence with full pay not to exceed five days for the death of a stepfather/stepmother, husband or wife, domestic partner, child, stepchild, ward, grandchild, brother or sister, father or father-in-law, mother or mother-in-law, son-in-law or daughter-in-law, or any other relative if living in the employee's immediate household. Each teacher shall be allowed absence with full pay not to exceed three days for the death of a grandparent. Commencing with the 2014-2015 school year one (1) sick day may be converted to a bereavement day in the event of the death of an aunt, uncle, niece or nephew. Where there are extenuating circumstances, additional absence without loss of pay may be granted by the Board of Education upon written request. Such time shall not be counted against allowable sick leave.

2. Each teacher shall be allowed absence with full pay not to exceed 25 days in any school year for any major or serious illness of a member of the immediate family which time, however, shall be counted against allowable sick leave. In the case of any absence for family illness, the teacher shall present such proof of the necessity for such absence as the Superintendent of Schools may reasonably require. A teacher may request additional time, above the twenty (25) days to be charged against accumulated sick/personal leave. Request plus necessary documentation must be submitted to the Superintendent for review. Superintendent will not withhold approval unreasonably.

3. "Immediate family" shall mean nuclear family, including stepfather/stepmother, grandparent, husband or wife, domestic partner, child, stepchild, ward, grandchild, brother or sister, father or father-in-law, mother or mother-in-law, son-in-law or daughter-in-law, or any other relative if living in the employee's immediate household. An individual will be considered a domestic partner if he/she fulfills the requirements outlined in the definition of domestic partner which is accepted by Statewide School's Cooperative Health Plan document.

4. Each teacher will be allowed two days of personal leave with pay each school year. Commencing with the 2014-2015 school year, unused personal leave days shall be cumulative to a maximum of six days. Except when it is not possible to do so, teachers should give at least two days prior notice of their intention to take a personal leave day. Additional personal leave days may be granted at the reasonable discretion

of the Board of Education. It is understood that personal days may not be used for the purpose of extending a vacation period.

5. Whenever a teacher is required by subpoena to appear in any court having jurisdiction over his property or his person, no deduction shall be made in his salary because of such appearance, provided, however, that if the teacher is a party to such action, a per diem deduction in his salary equivalent to the substitute's pay shall be made beginning with the fourth day of such absence. Whenever a teacher is absent on account of jury service, a deduction in his salary equal to the jury fee received shall be made.

6. A special leave of absence, without pay, shall be granted by the Board upon application having been made with reasonable notice, to permit a teacher to campaign for a public office. Leaves of absence granted hereunder shall not be counted as time taught for salary or other purposes. Similar leaves shall be granted for a term not to exceed two years to permit a teacher to serve in the Peace Corps, Vista, or an exchange teacher program or other activity to be approved by the Board.

7. When unforeseen or inadvertent circumstances beyond the control of the teacher, such as weather, traffic delays or accidents cause delayed arrival or loss of a school day, and the teacher has taken reasonable action to get to school and to notify the employer of emergency conditions, there shall be no loss of salary or remuneration provided, however, that other teachers cooperate in covering the classes of the tardy or absent teacher.

8. The Board shall entertain requests for leave without pay and shall exercise reasonable judgment in deciding whether to grant such leave.

C. SABBATICAL LEAVE

1. It is the policy of the Board to grant sabbatical leaves as they benefit the school and serve the needs of the individual teacher. Criteria for approval of sabbatical leaves are as follows:

(a) The course of study or independent research project is directly related to the teacher's specific assignment.

(b) The sabbatical experience will be of direct value to the District.

(c) The sabbatical experience will be of direct value to the individual teacher.

(d) The teacher has provided at least seven years of service within the District.

2. Remuneration:

(a) The remuneration received by a teacher on sabbatical leave shall be one of the following:

1. Full year sabbatical teacher will receive one-half pay.

2. Half year sabbatical teacher will receive full pay.

3. Summer sabbaticals shall be taken during two summers within a five year period, with a maximum of twenty weeks and a minimum of seventeen weeks. Salary for a summer sabbatical is to be computed at the rate of 1/40 of the teacher's annual salary per week.

(b) Grants, fellowships or awards (but not including reimbursements for travel or books or other unusual expenses) which, when added to the remuneration provided in "a" above, would exceed the teacher's gross salary for the school year shall result in a reduction of the remuneration to the extent of such excess. The provisions of paragraph (b) shall not apply to summer sabbaticals.

3. Other Rules:

(a) Four sabbaticals shall be made available to qualified teachers. Such sabbaticals are to be distributed on the following basis: one for the secondary schools and one for the elementary schools; provided, however, that should less than such number apply from any one level, such remaining sabbaticals shall be awarded on the basis of seniority and other factors but without regard to applicant's level of employment.

(b) Applications must be submitted on the proper form to the Superintendent of Schools at least nine months prior to the possible effective date of the sabbatical. The Superintendent shall design such form as may elicit the necessary information to determine the granting of sabbaticals.

(c) A committee, to be known as the Sabbatical Leave Committee, shall be organized to determine the value of the sabbatical to the school district and the individual. Such Committee shall render a determination no later than eight months prior to the effective date of the sabbatical. The Committee may request reasonable additional information from the applicant to be presented either in person or in writing to enable it to reach a decision.

(d) The Committee shall consist of the President of the Board or his designee, the Chairman of the Education Committee of the Board, the Superintendent or his deputy, and two members of the Association's Executive Committee to be elected by a majority vote of that Committee.

(e) All teachers who meet the other criteria shall be eligible for sabbatical leaves.

(f) No sabbaticals will be granted which would result in the absence of the individual for more than one school year.

(g) Upon the completion of sabbatical, the Superintendent may, in his discretion, request the submission of a written or other report to the Sabbatical Leave Committee, the Board of Education or other such professional person or persons within the District as may, in his opinion, derive the greatest benefit from such report. Nothing herein contained, however, shall deprive the person having received a sabbatical and making such report or reports, of the exclusive right of ownership for publication or other outside uses, provided further, that such right be limited by the District's privilege to use such material in any manner it chooses within the District.

(h) Every application for a sabbatical leave shall contain the following statement which is to be subscribed by the applicant:

"In consideration of the granting of a sabbatical leave, I stipulate and agree that upon the completion of my sabbatical leave, it shall be my contractual and professional obligation to return to my assignment in the Eastchester Union Free School District, Eastchester, New York for at least one full school year."

(i) The Board of Education specifically reserves the right to waive such requirements for grave and compelling reasons above and beyond the control of the person having completed a sabbatical leave.

4. There shall be a moratorium on sabbaticals during the life of the contract.

D. LEAVES FOR PROFESSIONAL PURPOSES

1. The Board will grant due consideration to all requests of teachers to attend Local, State and National Association meetings. In granting or refusing to grant permission to attend such meetings, the primary concern of the Board shall be the education needs of the District.

2. Two delegates to the New York State Teachers Association Annual Convention shall be allowed three days leave of absence which is not deducted from sick or personal leave.

3. The Board will also grant due consideration to requests by teachers for one year leave of absence without pay when the teacher is elected President of his/her State or National Organization.

ARTICLE V - TEACHER EVALUATION

The purpose of teacher evaluation is for the improvement of the quality of education.

A. PROBATIONARY TEACHERS

1. Each teacher shall be observed at least two times during the school year. Such observations will be in accordance with the appended APPR.

2. A written report of the teacher's performance shall be filed with the Superintendent and the Principal at least two times per year. Such report shall include classroom performance and other pertinent professional observations. The report shall be signed by both the evaluator and the teacher; the teacher's signature appearing thereon solely for the purpose of indicating that the report has been read and in no way as an indication of approval or disapproval of the report.

3. Class observations should be followed within a reasonable period of time by a conference between the observer and the teacher.

4. Reports to be filed should be completed prior to June 1 of each year.

5. Nothing herein contained shall limit the right of the Board to discharge a probationary teacher pursuant to provisions of the law.

B. TENURED TEACHERS

1. Each tenured teacher shall be observed at least twice during the school year in accordance with the appended APPR.

2. The District shall offer tenured teachers, who are not subject to 3012-c, a variety of professional growth options that may be used as alternatives to the formal observation process. Professional growth options will follow a three-year cycle. At least once every fourth year, every tenured teacher must select the traditional formal evaluation process.

C. EVALUATION REPORTS AND PROCEDURES

1. Evaluation reports shall be furnished to the teacher immediately upon completion.

2. Formal observations shall be made after the first two weeks of classes and before the last two weeks of classes.

3. Evaluations are to be spaced as far as reasonably possible through the school year.

D. PERSONNEL FILES

Each teacher shall have the right to examine the contents of his personnel file upon reasonable notice to the Office of the Superintendent; provided, however, that confidential, medical or psychiatric reports, or professional references supplied to the school district prior to employment may be withheld at the Superintendent's discretion.

E. EVALUATION FORM

Attached hereto as Appendices are the Annual Professional Performance Review Plan (APPR) (Appendix D1); the Teaching Assistant Evaluation Form (Appendix D2); the Psychologist/Guidance Counselor Evaluation Form (Appendix D3) and the Classified Performance Evaluation Form (Appendix D4).

F. DISCIPLINARY PROCEDURES

If a teacher is brought up on charges pursuant to the provisions of Section 3020-a of the Education Law, the teacher may elect either of the following two procedures within seven days of the filing of charges unless and to the extent the period is modified by law;

1. The teacher may request binding arbitration before a single arbitrator selected from an agreed upon panel. The arbitrator shall decide guilt or innocence and appropriate disciplinary action. The decision of such arbitrator shall not be appealed by either party. During such proceedings the teacher shall receive his full rate of pay. Hearings shall commence no later than three (3) weeks after the date of charges, and shall be concluded no later than thirty (30) days thereafter. The arbitrator shall have two (2) weeks thereafter to render his decision.

2. The teacher may elect to proceed under Section 3020-a. If the teacher, as of the first notification of the date assigned by the State Education Department for a hearing, causes a delay, either directly or indirectly or through his agent, the teacher may be suspended without pay if such delay exceeds the date assigned by 90 days. There shall be no suspension of pay if the delay is occasioned by any other party or event not under the control of the suspended teacher.

ARTICLE VI - GRIEVANCE PROCEDURE

A. DEFINITIONS

1. A "grievance" is a claim by a teacher or teachers, or the Association, that they have been adversely affected by an incorrect or improper application of any Board rule, regulation or policy on the terms and conditions of employment, or of the terms of this agreement or any other written agreement between the Board and the Association.

2. The "aggrieved" is the teacher, teachers or Association making the claim.

3. A "party in interest" is the teacher or teachers, or Association making the claim, and any person against whom action might be taken in order to resolve the claim. "Superintendent" means the person then acting as Superintendent of Schools of Eastchester Union Free School District, or his designee.

B. PURPOSE

The purpose of this procedure is to secure equitable solutions to the disputes which may arise over the matters defined in paragraph A.1.

C. INFORMAL PROCEDURES

Prior to starting formal grievance procedures the aggrieved shall first discuss the matter informally with the building principal involved, if any, or with any central office administrator, with the objective of having the grievance adjusted informally.

D. FORMAL PROCEDURES

To expedite the grievance process, the number of days indicated at each level shall be considered as a maximum. At any stage of the proceeding, either party may introduce or add new information or evidence which may be relative to a decision in such proceeding.

1. Level One

(a) The aggrieved will first present the grievance in writing no later than ten school days after the grievance occurs, or knowledge should reasonably be had thereof, to the principal or immediate superior with whom it will be discussed directly or, at the aggrieved person's request, in conjunction with the Association's representative, with the objective of resolving the matter. The principal or immediate superior shall render his decision within five school days after the grievance was discussed.

(b) The Association must be immediately notified by the aggrieved that formal procedures under this Article have been initiated. Thereafter, copies of all written communications of the parties in interest shall be sent to the Association.

2. Level Two

(a) If the aggrieved is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered within ten school days after presentation thereof, the grievance shall be filed in writing with the Executive Board of the Association through its President or presiding officer. Within five school days after receiving the written grievance the Executive Board of the Association shall act thereon.

(b) If the Association determines the grievance meritorious, it shall within five school days notify the Superintendent that it desires to continue the grievance procedure. The Superintendent shall meet with the Association in an effort to resolve the grievance. The Superintendent will inform the Association of his decision within five school days after the meeting.

3. Level Three

(a) If the Association is not satisfied with the decision at Level Two or if no written decision has been rendered within five school days after the meeting, the Association may within ten school days after the meeting on Level Two, request a meeting of the Board, or a duly appointed committee thereof, to take place within ten school days after receiving the request.

(b) The Board, or its committee, shall meet with the Association for the purpose of reaching a mutually satisfactory solution. The Board shall inform the Association of its decision within ten school days of said meeting.

E. ARBITRATION

1. If the Association is not satisfied with the decision of the Board, the grievance may be submitted to arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association, provided, however, that the arbitration proceeding must be instituted within thirty days after receipt of the written decision of the Board by the Association, or if no written decision is rendered, within forty-five days after the meeting with the Board or its committee.

2. The decision of the Arbitrator shall be binding upon all parties in interest only as to any grievance founded upon the violation of the terms and conditions of this agreement or any other written agreement between the Board and the Association.

3. The decision of the Arbitrator shall be advisory only and shall not bind any party in interest as to all other grievances including, but not limited to, grievances relating to the application of any Board rule, regulation or policy.

F. The granting or denial of initial tenure shall not be subject to the grievance procedure, and shall in no way be arbitrable, either directly or indirectly.

G. MISCELLANEOUS

1. Decisions rendered at all formal levels of the grievance procedure shall be in writing, setting forth the decision and the reasons therefore, and shall be promptly transmitted to all parties in interest and to the Association.

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

3. Any teacher whose appearance is necessary at a grievance procedure shall be released from teaching duties for such appearance without loss of pay, sick or personal leave.

4. The Board shall have the right to notify the Association of a claimed violation of the contract, which if unresolved, may be submitted to arbitration as provided above.

5. In the event an Arbitrator issues a monetary award, and in the event the Board fails to make payments pursuant to the award or agreement as these payments become due or within 90 calendar days thereafter, then interest at the rate of 5 1/2% retroactive to the due date shall be payable by the Board to the aggrieved, provided however, that where delay in payment is justified or justifiable as agreed by the Board and the Association or as found by an Arbitrator, no interest shall be due. In the event that the Board moves to vacate the award and/or the Association moves to confirm the award in a court of law, and the Board subsequently appeals the decision of said Court, then the period for computing the interest shall be tolled during this time and no interest shall be due and payable for the period during which the Board perfects its legal rights and remedies.

ARTICLE VII - ASSOCIATION RIGHTS

A. The Association will have the right to use school buildings without cost before or after school hours for meetings. The principal of the building in question shall be consulted as to availability of space.

B. There shall be a bulletin board in all faculty lounges for use of the Association.

C. The Association materials may be distributed in teachers' mailboxes and through inter-school mail.

D. The proposed school calendar for the following school year shall be submitted to the Association for review prior to its being adopted by the Board, and every effort will be made to incorporate teacher requests therein.

E. In addition to the time off as otherwise provided in the contract, the President of the Association, or his designee, shall have an additional three days off per year.

F. The names and addresses of teachers shall be given to the Association upon request after September 1 of each year.

G. The Administrative Council, a body whose purpose is to make recommendations to the Board concerning educational matters, shall have an equal number of teachers and administrators.

H. All district-wide curriculum changes and grouping in the elementary schools shall be referred to the Administrative Council.

I. Copies of job descriptions in existence or henceforth developed for any title in the subject unit shall be provided to the Association upon request.

J. There shall be established a committee of three (3) teachers and administrators to be known as the Co-Curricular Committee. The duties of this committee shall be as follows:

1. Evaluate present co-curricular positions.
2. Recommend co-curricular pay schedule.
3. Recommend the creation of all new positions and the pay for such positions.
4. Be responsible for the ongoing evaluation of co-curricular positions each year.

ARTICLE VIII - SALARY DEDUCTIONS

A. ASSOCIATION DUES

1. The Board agrees to deduct from the teachers' salaries dues for the Association, as teachers individually and voluntarily authorize in writing, and will provide direct deposit for such dues deduction to the Association. Therefore, upon the fulfillment of that obligation, the District shall be held harmless by the Association, and the teachers individually with respect to such remittances.

2. The Association will certify to the Board in writing the current rate of its membership dues, and any change in said rate will be preceded by thirty days written notice to the Board.

3. Deductions referred to in subdivision "1" of this Article will be made in eight nearly equal installments beginning in September. However, for the teachers beginning payroll deductions for the first time, there shall be six nearly equal deductions beginning in October. The Board will not be required to honor for any month's deduction any authorizations that are delivered to it later than twenty days prior to the distribution of the payroll from which the deductions are to be made.

4. No later than September 30th, of each year the Board will provide the Association with a list of those teachers who have voluntarily authorized the Board to deduct dues for the Association. The Board will notify the Association of any changes in said list. Any teacher desiring to have the Board discontinue deductions he/she has

previously authorized, must notify the Board and the Association in writing by September 10th of each school year for that school year's dues.

B. TAX SHELTERED ANNUITIES

Eastchester Union Free School District will provide tax sheltered annuities for certain of its employees, in an amount for each covered employee to be determined by an agreed premium not exceeding the employee's statutory exclusion allowance and not less than \$250.00 per year, the type of such annuity to be selected by the employee. It is the intention that the purchase of such contracts shall be effective upon the execution and filing of a payroll request card by the employee.

C. SAVINGS BONDS

Teachers wishing to purchase U.S. Savings Bonds may do so through payroll deductions.

D. CREDIT UNION

Teachers may have credit union payments made through payroll deductions.

E. The Board will provide salary deduction for Vote/COPE and NYSUT Member benefits with its Business Office procedure requirements being established.

F. Effective July 1, 2002, the District shall provide to bargaining unit members an IRC §125 and §129 plan. The District shall provide payroll deduction for premiums qualifying under the statute (MOA 2/6/02).

G. Effective July 1, 2006, the District shall provide to bargaining unit members an IRC 457 plan. The District shall provide payroll deduction for premiums qualifying under the statute.

ARTICLE IX - PROFESSIONAL PRACTICES

A. PROMOTIONAL ADVANCEMENT

All professional opportunities for promotional advancement within the school district shall be given adequate publicity to the teachers of the District so that teachers qualified for such promotions shall have ample opportunity to apply.

B. COMPLAINTS

When a reasonable complaint about a teacher is made to any member of the administration:

1. The teacher shall be notified of the complaint immediately, and details in the administrator's possession shall be transmitted to the teacher as soon as possible.

2. Every effort shall be made to resolve the problem with the teacher before any administrative action is taken. The reasonableness of administrative action may be grieved.

3. No teacher shall be reprimanded in front of his peers, students, or parents.

C. The Board agrees that the safety and overall welfare of the staff must be a part of any plan, present and future.

D. Adequate insurance coverage shall be provided to all teachers transporting children in their own autos when the teachers notify the central office and the function is approved.

E. As prescribed by law, all new teachers hired shall have or be eligible for a valid teaching certificate, except in case of emergency.

F. The probationary period for teachers shall be three years.

G. The Board shall provide the Association with a seniority list of teachers by November 1st, of each year of the contract.

H. Any professional employee who has heretofore been a member of the Association and whose assignment results in removal from the bargaining unit shall, upon return to the bargaining unit, assume the same seniority status held at the time of separation.

I. SUBSTITUTES

1. Elementary Schools: Substitute teachers shall be hired for all absent teachers except instrumental music, psychologists, learning disabilities, reading and speech therapy.

2. Grades 7-9: Substitutes will be provided for absent teachers as required to perform supervision except in the areas of instrumental music, psychology, learning disabilities, reading, guidance and speech therapy.

3. Grades 10-12: Substitutes will be provided at the sole discretion of the Board.

J. SCHOOL MONITORS

The hiring and assignment of school monitors shall be at the sole discretion of the Board.

K. PEER COACHING PROGRAM

1. In order to help ensure the best education possible for students of the Eastchester Schools, a Peer Coaching Program was established by the Association by December 31, 1988. It is recognized that in order for a peer coaching program to be implemented effectively, it is necessary to have a cadre of teachers to serve as coaches. The District supports the concept of peer coaching, and agrees to provide reasonable assistance if requested.

2. It is understood that confidentiality between colleagues is essential for the success of the peer coaching program.

3. The Association and the administration will jointly encourage teacher participation in the peer coaching program.

4. Time will be made available during the school day when necessary.

L. There shall be established a "Professional Practices Committee" composed of two teachers selected by the Association and two Superintendent designees to review the denial of requests for courses for graduate credit and attendance at professional conferences.

ARTICLE X - EMPLOYEE BENEFITS

The Board shall provide the following employee benefits:

A. HEALTH INSURANCE CONTRIBUTIONS

1. The District reserves the right to change health insurance to an alternate carrier, provided that there be no diminution in benefits and that services be comparable. Bargaining unit members will pay a percentage of the cost of health insurance according to the following schedule: Effective July 1, 2006 bargaining unit members will pay a percentage of the cost of health insurance according to the following schedule: July 1, 2006-- 5%, July 1, 2007-- 6%, July 1, 2008-- 6%, July 1, 2009-- 6.25% and July 1, 2010-- 6.5%. Effective July 1, 2013 -- 6.5%, July 1, 2014 -- 7.75%, July 1, 2015 -- 9%, July 1, 2016 -- 9.9%.

2. Payment to GHI, HIP, and Health Maintenance Organization Plan participants will be in a monetary payment equal to the amounts provided by the above amounts.

3. Effective July 1, 1988 the Board will pay health insurance premiums in the amount of 70% for individual coverage and 50% for family coverage for teachers retiring after July 1, 1987. Effective July 1, 1990 the Board's contribution will be limited to the lesser of (a) the proportionate dollar increase in premiums for 1990-91 over 1989-90, or (b) ten percent (10%) above the proportionate dollar increase in premiums for 1990-91 over 1989-90. The Board's contribution will revert to the percentage paid prior to the institution of this clause (50% for individual coverage and 35% for family coverage) upon the teacher's attaining eligibility for coverage under Medicare.

4. The Board agrees to pay any active teacher eligible for full health insurance benefits, who is already covered by another health insurance plan, 20% of the Board's premium, family or individual, as eligible for each full year the teacher declines coverage under the District's health insurance program. Payment will be made at the conclusion of the one year period.

B. WELFARE FUND

1. The Welfare Fund will be administered by five Trustees, four of whom shall be selected by the Association and one by the administrators. The Trustees, in their sole discretion, shall determine the benefits to be purchased by the Fund which shall not, however, include support for claims on litigation of an affirmative or defensive nature against the District, the Board and/or the Administration. The parties hereto ratify the increase of the number of Trustees of the Welfare Fund; there shall be six Trustees, five of whom shall be selected by the Association and one by the administrators (MOA 2/6/02).

2. The School District shall pay into the Fund the following amounts per bargaining unit employee and administrator. These sums shall be paid over monthly, (one-twelfth each month for 12 months each year) to the Trustees of the Fund. School District annual contributions to the Welfare Fund shall be: effective July 1, 2006-- \$1,350, July 1, 2007-- \$1,395; July 1, 2008-- \$1,442; July 1, 2009 -- \$1,493; July 1, 2010--\$1546. Effective July 1, 2013--\$1,546; July 1, 2014--\$1,546; July 1, 2015-- \$1,296; July 1, 2016--\$1,100.

For the 2016-2017 school year only, \$9.84 per member and administrator will be deducted per check (20 pay periods) and paid monthly to the Welfare Fund.

Reduced welfare fund contribution and salary deduction provision shall sunset effective June 30, 2017 notwithstanding Section 209(a)1e of Civil Service Law and the annual contribution amount shall thereafter revert to \$1,546 per bargaining unit employee and administrator.

3. The Fund accumulation shall not exceed one year's annual Board contribution at the then contribution rate. An annual, independent outside audit shall be made of the Fund, a copy of which shall be given to the Board.

4. The Board contribution shall be in lieu of its purchase of dental insurance, long-term disability insurance and life insurance.

5. The Board currently purchases additional life insurance for its administrators. Therefore, in addition to the amounts to be paid to the Fund per administrator as above, this amount shall be increased by a sum sufficient for the Fund to purchase, at Board cost, additional life insurance for each administrator.

C. The Board shall provide each teacher with a safe and secure place for clothing and other personal items necessary in the course of employment.

D. MILEAGE

A mileage allowance will be paid at the prevailing Internal Revenue Service deduction rate for mileage for business travel for taxpayers.

E. NON-RESIDENT STUDENTS

Commencing with the 2014-2015 school year, members of the bargaining unit whose children are not residents of the Eastchester School District and whose children attend the schools of the Eastchester School District shall pay tuition of \$75/month for 10 months for the first child and \$50/month for 10 months for each additional child.

F. DIRECT DEPOSIT

For all bargaining unit members appointed by the Board of Education on or after May 1, 2014, direct deposit of paychecks will be mandatory.

ARTICLE XI - PAST PRACTICES

This agreement shall not be interpreted or applied in any manner which will in any way deprive teachers of professional benefits or employment benefits heretofore enjoyed.

ARTICLE XII - SALARIES

A. Teachers shall receive their increments under the schedule each year under the contract where applicable.

B. Salaries shall be paid pursuant to Appendix A1 for teachers and A2 for teaching assistants.

C. Home Instruction shall be paid at the rates set forth in Appendix A3.

D. Coaching and co-curricular shall be paid at the rates set forth in Appendices C1 and C2.

E. SALARY CREDIT FOR APPROVED COURSE WORK

It is not possible for the credit criteria to cover all areas of request for course approval. While Administrative approval is required for all courses, the criteria set forth will be used as a guide for those areas listed below. Courses must be from an accredited, degree granting institution on a graduate level.

1. Salary credit will be granted with prior administrative approval for:

- (a) Courses in teaching methodology.
- (b) Courses related to the applicant's assignment.
- (c) Courses prescribed by permanent certification requirements in the teaching assignment currently held by the applicant.
- (d) Courses prescribed by a college for a degree as determined by proof of matriculation where the degree or courses are in the applicant's field of assignment.
- (e) Courses requested by the administration in the improvement of the teacher (not to include in-service courses).
- (f) In the event a teacher has been assigned involuntarily, the teacher may obtain salary credit for a maximum of six undergraduate credits in that subject area.
- (g) Approved in-service courses taken for credit.
- (h) On-line courses required as part of a matriculated degree bearing program, or offered as in-service by BEPT Teacher Center (as long as Eastchester Schools is a member of the BEPT Teacher Center Consortium.)
- (i) Commencing with the 2014-2015 school year, one online course for graduate credit (maximum 3 graduate credits) per block of 15 credits, provided the course is a semester in duration.

2. Salary credit will not be granted for:

- (a) Correspondence and TV courses.
- (b) Courses in adult or continuing education.
- (c) Courses leading to a new profession outside the field of education.
- (d) Courses previously approved but for which a passing grade was not received.

(e) Courses for which prior approval was not requested and in the District Office at least ten (10) days prior to the opening session of the course. In-service courses are excepted.

(f) Courses that duplicate previously taken courses, except as in 1(f) above.

(g) Courses that are not properly documented by official transcript or other adequate proof of completion.

(h) Undergraduate credits, except as in 1(f) above.

3. The school district will pay the tuition of approved in-service courses for the teachers not wishing to take the courses for salary credit.

4. Teaching assistants will be compensated for Professional Development course work pursuant to NOTE 5.

5. Teachers hired for the 1998-1999 and the 1999-2000 school years who were denied salary credit and were enrolled in a Masters degree program for which they would have been granted approval for these courses may reapply to correct this problem.

6. During the 2011-2012 school year, staff will not be able to move more than one lane (i.e., no more than 15 credit hours). Effective July 1, 2012, teachers shall not move more than one lane (or 15 credit hours) per year based upon credits taken by September 1st of each school year. Any credits earned between September 1st and August 31st of the next year will be included in the following year's salary. Salary increases will be paid one time per year based on credits earned by September 1st of the school year.

F. SALARY LEVELS

Commencing with the 2014-2015 school year, to reconfigure credit payment schedule to eliminate BA-15, the following salary levels will be in effect: BA; MA [BA+30 graduate and/or in-service credits (subject to the limitations contained in Note 4 II (d) including a Master's degree.)]; MA+15 [BA+45 graduate and/or in-service credits (subject to the limitations contained in Note 4 II (d) including a Master's degree.)]; MA+30 [BA+60 graduate and/or in-service credits (subject to the limitations contained in Note 4 II (d) including a Master's degree.)]; MA+45 [BA+75 graduate and/or in-service credits (subject to the limitations contained in Note 4 II (d) including a Master's degree.)]; MA+60 [BA+90 graduate and/or in-service credits (subject to the limitations contained in Note 4 II (d) including a Master's degree.)]; MA+75 [BA+105 graduate and/or in-service credits (subject to the limitations contained in Note 4 II (d) including a Master's degree.)] All current or recalled or teachers on leave on levels BA+30,

BA+45, BA+60, BA+75, BA+90 or BA+105 without a Master's degree will be treated as if they had a Master's degree for salary purposes.

Commencing with the 2015-2016 school year, to reconfigure credit payment schedule to eliminate MA+15 [BA+45], the following salary levels will be in effect: BA; MA [BA+30 graduate and/or in-service credits (subject to the limitations contained in Note 4 II (d) including a Master's degree.)]; MA+30 [BA+60 graduate and/or in-service credits (subject to the limitations contained in Note 4 II (d) including a Master's degree.)]; MA+45 [BA+75 graduate and/or in-service credits (subject to the limitations contained in Note 4 II (d) including a Master's degree.)]; MA+60 [BA+90 graduate and/or in-service credits (subject to the limitations contained in Note 4 II (d) including a Master's degree.)]; MA+75 [BA+105 graduate and/or in-service credits (subject to the limitations contained in Note 4 II (d) including a Master's degree.)] All current or recalled or teachers on leave on levels BA+30, BA+60, BA+75, BA+90 or BA+105 without a Master's degree will be treated as if they had a Master's degree for salary purposes.

ARTICLE XIII - BOARD RIGHTS

A. The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this agreement, in accordance with applicable laws and regulations to:

1. Direct employees of the school district.
2. Hire, promote, transfer, assign and retain employees in positions in the school district and to suspend, demote, discharge or take other disciplinary actions against employees.
3. Relieve employees from duty because of lack of work or for other legitimate reasons.
4. Maintain efficiency of the school district operations entrusted to them.
5. Determine the methods, means and personnel by which such operations are to be conducted.
6. Take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.
7. Exercise all other rights not specifically and expressly abridged by this Agreement.

B. It is expressly understood by and between the parties to the Agreement that by not exercising the rights hereby stated and reserved, or by exercising them in a particular way, the Board shall not be deemed to have waived any of the rights specifically given to the Board under this Agreement.

C. The Board retains the right to promulgate and post reasonable rules and regulations governing the conduct and acts of employees during working hours not inconsistent with this Agreement.

ARTICLE XIV - NO STRIKE CLAUSE

A. During the life of this Agreement or any written extension hereof, the Association, on behalf of its officers, agents and members agrees that so long as this Agreement or any written extension hereof is in effect, there shall be no strikes, slowdowns or any activities which interfere, directly or indirectly, with the operations of any of the District's schools.

B. The Association, its officers, agents, representatives and members and all other employees covered by this Agreement, shall not in any way, directly or indirectly, authorize, assist, encourage, participate in, sanction, ratify, condone or lend support to any strike in violation of this Article.

C. Any claim or suit for damage resulting from the Association's violation of this Article shall not be subject to arbitration under this Agreement.

D. In addition to any other liability, remedy or right provided by applicable law or statute, should a strike in violation of this Article occur, the Association, within twenty-four (24) hours of a request by the District, shall:

1. Publicly disavow such action by the employees by either newspaper account or media announcements in the immediate geographical area of the strike.

2. Advise the District in writing, that such action by the employees has not been called or sanctioned by the Association.

3. Notify employees (by telegram or registered letter) of its disapproval of such action and instruct such employees to cease such action and return to work immediately, informing them that the prohibited activity is unauthorized and in violation of the Agreement.

4. At the same time, certify to the District, by registered letter or by telegram, that it has so notified the employees.

5. Post notices on all Association bulletin boards advising that the Association disapproves such action, and instructing employees to return to work immediately.

6. Refuse to honor, along with its affiliated organization, if any, all picket lines established by employees engaged in activity violative of Paragraph A of this Article.

E. The current Taylor Law provisions concerning strikes are incorporated by reference for the term of this contract.

ARTICLE XV - PART-TIME TEACHERS

A. Part-time teachers shall be entitled to pay at the rate of the number of periods or hours (where applicable) worked divided by the number of total periods or hours (where applicable) assigned to full-time teachers per week. Such teachers shall also be required to work a pro-rata portion of the school week. Such teachers shall be afforded a pro-rata portion of sick leave and personal leave. The District shall contribute 100% of the cost of the Welfare Fund described in Article X-B for all part-time teachers. Effective September 1, 1982 the employer payment for health insurance as described in Article X-A shall be in the amount of 100% of an individual policy or 100% of a family policy, subject to the enrollment requirements of the policy. Effective September 1, 1983 the employer payment for said health insurance shall be as follows:

1. For teachers employed less than 50%, the employer contribution shall be 50% of an individual policy or 50% of a family policy, subject to the enrollment requirements of the policy. If the employee elects health insurance coverage under the terms of this Agreement, the balance of premiums due shall be deducted from the teacher's salary payments.

2. For teachers employed 50% or more, the employer contribution shall be a pro-rata portion of an individual policy or a family policy, subject to the enrollment requirements of the policy. If the employee elects health insurance coverage under the terms of this Agreement, the balance of premiums due shall be deducted from the teacher's salary payments.

3. Teachers who are part-time as a result of a reduction in force shall be entitled to full health insurance benefits.

B. All part-time teachers shall be paid on the basis of the first (1st) step on that teacher's respective salary schedule, except those teachers previously employed as full-time teachers in the District shall receive a pro-rata share of their existing salary, except for a teacher whose employment was previously terminated. In no event shall this clause be used to reduce salaries of part-time teachers previously employed in this District, except for a teacher whose employment was previously terminated. Advancement on the salary schedule shall be in annual pro-rata increments.

C. The following provisions of this Agreement shall not apply to part-time teachers:

- Article III-D
- Article IV-B-6, 8
- Article IV-C
- Article IV-D
- Article IX-F

D. Part-time teachers shall not be eligible for child care leave benefits.

E. Whenever possible, the aggregate total of part-time teachers in any one discipline, department and/or tenure area shall not equal or exceed 1.0 F.T.E. In the event that educational programming and availability of certified staff require part-time teaching equal to or in excess of exceed 1.0 F.T.E. in a discipline, department or tenure area, the District will provide notice to the Association as early as possible to discuss its needs before hiring such part-time staff.

ARTICLE XVI TEACHING ASSISTANTS

A. The following provisions of this agreement shall not apply to teaching assistants.

Article III -C 5

Article III -E

Article III -F 1-3

Article III -H 2,5,6

Article IV -C

NOTE 2

NOTE 3

NOTE 4 - I and II

B. Teaching assistants shall attend faculty/after school meetings as teachers do.

C. Salary Schedule

1. The salary schedule for teaching assistants will be increased by \$1200, effective July 1, 2006. In addition, effective July 1, 2006, all Teaching Assistant salaries will be increased by the same percentage as for teachers after applying the one-time increase. In subsequent years, the Teaching Assistant salaries will be increased by the same percentage as the teachers' salaries for the life of the agreement. In addition effective July 1, 2006 the differential for an Associate's Degree will be \$1,075 Bachelor's Degree will be \$1,972, and possession of a NYS Teacher Certification will be \$2,510. In subsequent years, the Teaching Assistant differentials will be increased by the same percentage as the teachers' salaries for the life of the agreement.

2. Effective July 1, 2006, a new step J will be added to the Teaching Assistant's Salary Schedule by adding an additional \$1000 to the newly adjusted step I, after the increases of \$1200 and 3.25% respectively.

3. Teaching Assistant longevity payments are cumulative. Longevity payments are listed in Appendix A, Note 3, Section II.

ARTICLE XVII - OCCUPATIONAL THERAPIST

A. The following provisions of this agreement shall not apply to the occupational therapist.

- Article III (B) (1)
- Article III C (1, 2, 3, 4, 5, 7, 8 and 9)
- Article III E
- Article III F
- Article III G
- Article IV C
- Article V A
- Article V B
- Article V C
- Article V E
- Article V F
- Article VI
- Article XII
- Article XVI
- Appendix A: Notes 1, 2, 3, 4, 5, 6, 7, 8, 9, 10
- Appendix A1, A2
- Appendix B
- Appendix D1, D2, D3

B. The Occupational Therapist school day length shall be governed by the provisions of Article III(B)(1) except that the length of student contact time may exceed five hours twenty-seven minutes. Additionally, the scheduling of unassigned time will be at the discretion of the District and may be scheduled before the arrival and/or after the departure of students within the seven hour work day.

C. The disciplinary procedures applicable to the Occupational Therapist shall be consistent with the New York State Civil Service Law.

D. Evaluation Reports and Procedures: Evaluation procedures and reports shall be consistent with the New York State Civil Service Law.

E. Evaluation Form: Attached hereto as Appendix D4 is the Eastchester Classified Employee Performance Evaluation Form.

F. Salary Schedule:

1. For the For the 2008-2009 school year, the Occupational Therapist currently employed by the District on the date of recognition shall be paid a salary of \$74,555.00, plus a differential of \$1,700.00 in recognition of her Masters Degree. This differential will be paid each year during the life of the Agreement so long as the Occupational Therapist meets the requirements for such differential.

2. For the 2009-2010 school year, the new Occupational Therapy salary schedule will be effective for the Occupational Therapist. The Occupational Therapist currently employed by the District on the date recognition shall be placed on the schedule on Step P.

3. Should the Occupational Therapist currently employed by the District on the date of recognition continue to be employed by the District for the 2010-2011 school year, she shall advance to Step Q of the Occupational Therapy salary schedule (Appendix A2.1).

ARTICLE XVIII - SCHEDULES ATTACHED

The following appendices are attached hereto and made a part hereof:

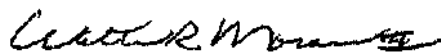
Appendix A – Contract Notes
Appendix A1, A2, A2.1 and A3 –Salary and Stipend Schedules
Appendix B – Intermediate Credit Teacher Salary Schedule
Appendix C1 Co-Curricular Activity Stipend Schedules
Appendix C11 Co-Curricular Activity Tier Responsibilities
Appendix C2 Interscholastic Sports Stipend Schedules
Appendix D1 – Annual Professional Performance Review Plan
Appendix D2 – Teaching Assistant Evaluation Forms
Appendix D3 – Psychologist/Guidance Counselor Evaluation Form
Appendix D4 – Classified Employee Performance Evaluation Form
(Occupational Therapist)

In witness whereof, the parties have hereunto set their hands and seal this

Board of Education
Eastchester Union Free School District
Eastchester, New York

Eastchester Teachers' Association
Eastchester, New York

By:



Dr. Walter R. Moran
Superintendent of Schools



Jessica O'Hara
President

APPENDIX A

CONTRACT NOTES FOR JULY 1, 2013 TO JUNE 30, 2017

NOTE 1: Appendix A1 and A2 Salary Schedules - Salary plus percentage increases as follows and applied to all lane changes,

Effective the 2013-2014 school year, 0% increase above prior year, regular, full step increment movement for those unit members eligible for movement.

Effective 2014-2015 school year, 0% increase above prior year. Teachers who are eligible for step increment movement shall not receive their regular, full step increment. Instead, such teachers shall receive one half (1/2) of a step increment as per attached salary schedule in A1.

Effective 2015-2016 school year, 0% increase above prior year. Teachers who are eligible for step increment movement shall not receive their regular, full step increment. Instead, such teachers shall receive one half (1/2) of a step increment as per attached salary schedule in A1.

Effective the 2016-2017 school year – 0% increase above prior year, regular full step increment movement for those unit members eligible for movement.

Appendix A3 Teaching Stipends – stipends frozen for the life of the agreement, except where noted on Appendix A3.

NOTE 2: Appendix B Salary Schedule – salary percentage increases apply to the Intermediate Credit Salary Schedule as provided in NOTE 1.

Teachers currently on levels B (5 semester hours), C (10 semester hours), E (20 semester hours) and F (25 semester hours) shall be grandfathered and will not have their salary adversely affected.

NOTE 3: Longevity Increments

I. Teachers and Occupational Therapists:

For the period of July 1, 2013 to June 30, 2014		Cumulative
After completion of Step Q;	\$1,326	
after 20 years;	\$714	\$2,040
after 25 years; and	\$918	\$2,958
after 30 years.	\$918	\$3,876
For the period of July 1, 2014 to June 30, 2015		Cumulative
After completion of Step Q;	\$1,976	
after 20 years;	\$714	\$2,690
after 25 years; and	\$918	\$3,608
after 30 years.	\$918	\$4,526
For the period of July 1, 2015 to June 30, 2016		Cumulative
After completion of Step Q;	\$2,576	
after 20 years;	\$714	\$3,290
after 25 years; and	\$918	\$4,208
after 30 years.	\$918	\$5,126
For the period of July 1, 2016 to June 30, 2017		Cumulative
After completion of Step Q;	\$3,176	
after 20 years;	\$714	\$3,890
after 25 years; and	\$918	\$4,808
after 30 years.	\$918	\$5,726

II. Teaching Assistants:

For the period of July 1, 2013 to June 30, 2014		Cumulative
After completion of Step J;	\$510	
after 15 years;	\$612	\$1,122
after 20years;	\$510	\$1,632
after 25 years; and	\$510	\$2,142
after 30 years.	\$510	\$2,652
For the period of July 1, 2014 to June 30, 2015		Cumulative
After completion of Step J;	\$835	
after 15 years;	\$612	\$1,447
after 20years;	\$510	\$1,957
after 25 years; and	\$510	\$2,467
after 30 years.	\$510	\$2,977
For the period of July 1, 2015 to June 30, 2016		Cumulative
After completion of Step J;	\$1,135	
after 15 years;	\$612	\$1,747
after 20years;	\$510	\$2,257
after 25 years; and	\$510	\$2,767
after 30 years.	\$510	\$3,277
For the period of July 1, 2016 to June 30, 2017		Cumulative
After completion of Step J;	\$1,435	
after 15 years;	\$612	\$2,047
after 20years;	\$510	\$2,557
after 25 years; and	\$510	\$3,067
after 30 years.	\$510	\$3,577

III. Teachers with service of 10 years or more in the District, who notify the Board prior to February 1st of any year that they are retiring or resigning as of June 30th of the current academic year, shall receive longevity increment equal to six weeks' salary. Teachers who so request shall not have their retirement announcement made public.

NOTE 4: In-Service Workshops:

I. Teachers attending In-Service Workshops shall receive salary schedule credit in the event the following conditions are satisfied:

(a) Course participation is subject to approval of the building principal and Superintendent of Schools.

(b) Attendance cannot be less than 80% of all class meetings.

(c) All course requirements shall be satisfied as determined by the instructor.

II. The number of In-Service Workshops to be approved for salary schedule increments shall be limited as follows:

(a) One In-Service Workshop shall equal three semester hours of credit, if it is a 45 hour workshop.

(b) One In-Service Workshop shall equal two semester hours of credit, if it is a 30 hour workshop.

(c) One In-Service Workshop shall equal one semester hour of credit, if it is a 15 hour workshop.

(d) Each block of fifteen (15) graduate credits may include up to a maximum of six (6) semester hours of In-Service Workshop credit.

NOTE 5: In order to encourage teaching assistants to maintain and improve their knowledge and skills through continuing education, the Board will reimburse teaching assistants for course work completed after July 1, 1989 under the following conditions:

1) The full cost of tuition for approved in service courses.

2) Fifty percent (50%) of the cost for the approved undergraduate or graduate course.

3) The maximum reimbursement for any course will be \$500.

4) A passing grade must be received in a course in order to obtain reimbursement.

5) A maximum of five (5) courses may be taken for reimbursement during any school year (including summers).

6) Prior administrative approval is required for any course for which tuition reimbursement will be sought or salary differential.

7) Effective July 1, 2006, should the Teaching Assistant elect not to be reimbursed for approved In-Service, undergraduate, or graduate courses, the Teaching Assistant shall receive a salary differential of \$1875 for a one-time only block of fifteen credits. Such differential shall be subject to the same increase as in Note 1 above.

NOTE 6: The salary differential for guidance counselors and psychologists shall be as indicated in Appendix A3 per individual for the additional workdays in September before the opening of school, and in June after the close of school, as well as guidance related after hours (evening) programs required by the district, not to exceed three (3) in any school year (examples – college nights, orientations, financial aid workshops, etc.).

NOTE 7: The salary differential for teaching assistants shall be:

a.

	July 1, 2013 – June 30, 2014
Associate Degree	\$1,281
BA/BS Degree	\$2,350
NYS Teacher Certification	\$2,992

b. Teaching assistants with five (5) or more years of service as a teaching assistant in the District, who do not qualify for any of the stipends in 'a', will receive the same stipend as the holder of an Associate's degree.

c. Only one of the above stipends may be earned by any individual during the year. If a degree or certificate is earned mid-year, the appropriate stipend will be paid on a pro-rata basis.

d. In recognition of additional time and duties, teaching assistants assigned to the preschool program will receive an additional stipend of \$500 per year.

NOTE 8: EIT - any EIT (Excellence in Teaching) money will be distributed as has been done in the past.

Note 9: Effective July 1, 2013, the salary differential for the holder of a doctoral degree will be \$1,491. Effective July 1, 2014, the differential will be \$1,591.

Note 10:

a. All teachers on Step 1 of the Teachers Salary Schedule during the 2005-2006 school year will move to Step D on the newly restructured Teachers Salary Schedule in the 2006-2007 school year and will continue to advance thereafter. All other teachers will move accordingly from the 2005-2006 scale to the 2006-2007 scale. For example, a teacher on Step 7 in 2005-2006 would move to Step J in 2006-2007.

b. Effective July 1, 2006, all teachers are eligible for the first longevity increase after completing Step Q.

Note 11:

All members on top step for the 2013-2014 school year will remain on top step of the 2013-2014 salary schedule for the 2014-2015 school year.

Note 12:

All members on step Q (top step) for the 2013-2014 school year who have completed all credits by September 1, 2014 qualifying them for a lane change in 2014-2015 will move to the next lane on the 2013-2014 salary scale for step Q (top step).

**APPENDIX A1
TEACHER SALARY SCHEDULE**

July 1, 2013 - June 30, 2014								
STEP	BA	BA+15	MA (BA+30)	MA+15 (BA+45)	MA+30 (BA+60)	MA+45 (BA+75)	MA+60 (BA+90)	MA+75 (BA+105)
A	\$56,983	\$59,820	\$65,065	\$66,445	\$71,261	\$73,365	\$80,695	\$84,300
B	\$58,175	\$61,012	\$66,257	\$67,637	\$72,453	\$74,557	\$81,887	\$85,492
C	\$59,367	\$62,204	\$67,449	\$68,829	\$73,645	\$75,749	\$83,079	\$86,684
D	\$62,136	\$64,971	\$70,877	\$72,258	\$77,077	\$79,181	\$86,508	\$90,114
E	\$64,901	\$67,736	\$74,306	\$75,686	\$80,505	\$82,610	\$89,940	\$93,542
F	\$67,667	\$70,503	\$77,744	\$79,125	\$83,941	\$86,045	\$93,381	\$96,980
G	\$70,438	\$73,273	\$81,174	\$82,555	\$87,342	\$89,447	\$96,807	\$100,407
H	\$73,212	\$76,047	\$84,603	\$85,983	\$90,795	\$92,900	\$100,241	\$103,839
I	\$75,976	\$78,811	\$88,029	\$89,409	\$94,239	\$96,343	\$103,670	\$108,176
J	\$78,743	\$81,579	\$91,463	\$92,845	\$97,663	\$99,766	\$107,099	\$110,701
K	\$81,518	\$84,354	\$94,899	\$96,279	\$101,092	\$103,197	\$110,528	\$114,135
L	\$84,285	\$87,120	\$98,323	\$99,704	\$104,536	\$106,640	\$113,960	\$117,556
M	\$87,057	\$89,892	\$101,759	\$103,141	\$107,956	\$110,060	\$117,390	\$120,996
N	\$89,828	\$92,664	\$105,190	\$106,571	\$111,042	\$113,147	\$120,822	\$124,430
O			\$108,620	\$110,001	\$114,611	\$116,716	\$124,251	\$127,860
P			\$112,048	\$113,430	\$117,904	\$120,009	\$127,684	\$131,285
Q			\$115,479	\$116,860	\$121,339	\$123,444	\$130,770	\$134,720

**APPENDIX A1
TEACHER SALARY SCHEDULE**

July 1, 2014 - June 30, 2015							
STEP	BA	MA	MA+15	MA+30	MA+45	MA+60	MA+75
		(BA+30)	(BA+45)	(BA+60)	(BA+75)	(BA+90)	(BA+105)
A	\$56,983	\$65,065	\$66,445	\$71,261	\$73,365	\$80,695	\$84,300
B	\$57,579	\$65,661	\$67,041	\$71,857	\$73,961	\$81,291	\$84,896
C	\$58,771	\$66,853	\$68,233	\$73,049	\$75,153	\$82,483	\$86,088
D	\$60,752	\$69,163	\$70,544	\$75,361	\$77,465	\$84,794	\$88,399
E	\$63,519	\$72,592	\$73,972	\$78,791	\$80,896	\$88,224	\$91,828
F	\$66,284	\$76,025	\$77,406	\$82,223	\$84,328	\$91,661	\$95,261
G	\$69,053	\$79,459	\$80,840	\$85,642	\$87,746	\$95,094	\$98,694
H	\$71,825	\$82,889	\$84,269	\$89,069	\$91,174	\$98,524	\$102,123
I	\$74,594	\$86,316	\$87,696	\$92,517	\$94,622	\$101,956	\$106,008
J	\$77,360	\$89,746	\$91,127	\$95,951	\$98,055	\$105,385	\$109,439
K	\$80,131	\$93,181	\$94,562	\$99,378	\$101,482	\$108,814	\$112,418
L	\$82,902	\$96,611	\$97,992	\$102,814	\$104,919	\$112,244	\$115,846
M	\$85,671	\$100,041	\$101,423	\$106,246	\$108,350	\$115,675	\$119,276
N	\$88,443	\$103,475	\$104,856	\$109,499	\$111,604	\$119,106	\$122,713
O		\$106,905	\$108,286	\$112,827	\$114,932	\$122,537	\$126,145
P		\$110,334	\$111,716	\$116,258	\$118,363	\$125,968	\$129,573
Q		\$113,764	\$115,145	\$119,622	\$121,727	\$129,227	\$133,003

**APPENDIX A1
TEACHER SALARY SCHEDULE**

July 1, 2015 – June 30, 2016						
STEP	BA	MA (BA+30)	MA+30 (BA+60)	MA+45 (BA+75)	MA+60 (BA+90)	MA+75 (BA+105)
A	\$56,983	\$65,065	\$71,261	\$73,365	\$80,695	\$84,300
Increment	\$596	\$596	\$596	\$596	\$596	\$596
1A	\$57,579	\$65,661	\$71,857	\$73,961	\$81,291	\$84,896
B	\$58,175	\$66,257	\$72,453	\$74,557	\$81,887	\$85,492
C	\$59,367	\$67,449	\$73,645	\$75,749	\$83,079	\$86,684
D	\$62,136	\$70,877	\$77,077	\$79,181	\$86,508	\$90,114
E	\$64,901	\$74,306	\$80,505	\$82,610	\$89,940	\$93,542
F	\$67,667	\$77,744	\$83,941	\$86,045	\$93,381	\$96,980
G	\$70,438	\$81,174	\$87,342	\$89,447	\$96,807	\$100,407
H	\$73,212	\$84,603	\$90,795	\$92,900	\$100,241	\$103,839
I	\$75,976	\$88,029	\$94,239	\$96,343	\$103,670	\$108,176
J	\$78,743	\$91,463	\$97,663	\$99,766	\$107,099	\$110,701
K	\$81,518	\$94,899	\$101,092	\$103,197	\$110,528	\$114,135
L	\$84,285	\$98,323	\$104,536	\$106,640	\$113,960	\$117,556
M	\$87,057	\$101,759	\$107,956	\$110,060	\$117,390	\$120,996
N	\$89,828	\$105,190	\$111,042	\$113,147	\$120,822	\$124,430
O		\$108,620	\$114,611	\$116,716	\$124,251	\$127,860
P		\$112,048	\$117,904	\$120,009	\$127,684	\$131,285
Q		\$115,479	\$121,339	\$123,444	\$130,770	\$134,720

**APPENDIX A1
TEACHER SALARY SCHEDULE**

July 1, 2016 – June 30, 2017						
STEP	BA	MA (BA+30)	MA+30 (BA+60)	MA+45 (BA+75)	MA+60 (BA+90)	MA+75 (BA+105)
A	\$56,983	\$65,065	\$71,261	\$73,365	\$80,695	\$84,300
B	\$58,175	\$66,257	\$72,453	\$74,557	\$81,887	\$85,492
C	\$59,367	\$67,449	\$73,645	\$75,749	\$83,079	\$86,684
D	\$62,136	\$70,877	\$77,077	\$79,181	\$86,508	\$90,114
E	\$64,901	\$74,306	\$80,505	\$82,610	\$89,940	\$93,542
F	\$67,667	\$77,744	\$83,941	\$86,045	\$93,381	\$96,980
G	\$70,438	\$81,174	\$87,342	\$89,447	\$96,807	\$100,407
H	\$73,212	\$84,603	\$90,795	\$92,900	\$100,241	\$103,839
I	\$75,976	\$88,029	\$94,239	\$96,343	\$103,670	\$108,176
J	\$78,743	\$91,463	\$97,663	\$99,766	\$107,099	\$110,701
K	\$81,518	\$94,899	\$101,092	\$103,197	\$110,528	\$114,135
L	\$84,285	\$98,323	\$104,536	\$106,640	\$113,960	\$117,556
M	\$87,057	\$101,759	\$107,956	\$110,060	\$117,390	\$120,996
N	\$89,828	\$105,190	\$111,042	\$113,147	\$120,822	\$124,430
O		\$108,620	\$114,611	\$116,716	\$124,251	\$127,860
P		\$112,048	\$117,904	\$120,009	\$127,684	\$131,285
Q		\$115,479	\$121,339	\$123,444	\$130,770	\$134,720

APPENDIX A2
TEACHING ASSISTANTS' SALARY SCHEDULE

	July 1, 2013 - June 30, 2014	July 1, 2014 - June 30, 2015	July 1, 2015 - June 30, 2016	July 1, 2016 - June 30, 2017
A	\$27,670	\$27,670	\$27,670	\$27,670
B	\$28,613	\$28,142	\$28,613	\$28,613
C	\$29,597	\$29,105	\$29,597	\$29,597
D	\$31,326	\$30,462	\$31,326	\$31,326
E	\$32,571	\$31,949	\$32,571	\$32,571
F	\$34,124	\$33,348	\$34,124	\$34,124
G	\$36,422	\$35,273	\$36,422	\$36,422
H	\$37,234	\$36,828	\$37,234	\$37,234
I	\$38,788	\$38,011	\$38,788	\$38,788
J	\$39,980	\$39,384	\$39,980	\$39,980
Associates	\$1,281	\$1,281	\$1,281	\$1,281
BA/BS Degree	\$2,350	\$2,350	\$2,350	\$2,350
NYS Teacher Certification	\$2,992	\$2,992	\$2,992	\$2,992
Longevity after 10 years	\$510	\$835	\$1,135	\$1,435
Longevity after 15 years (cumulative)	\$1,122	\$1,447	\$1,747	\$2,047
Longevity after 20 years (cumulative)	\$1,632	\$1,957	\$2,257	\$2,557
Longevity after 25 years (cumulative)	\$2,142	\$2,467	\$2,767	\$3,067
Longevity after 30 years (cumulative)	\$2,652	\$2,977	\$3,277	\$3,577
Block of 15 credits	\$2,235	\$2,235	\$2,235	\$2,235

**APPENDIX A2.1
OCCUPATIONAL THERAPIST SALARY SCHEDULE**

	July 1, 2013 - June 30, 2014	July 1, 2014 - June 30, 2015	July 1, 2015 - June 30, 2016	July 1, 2016 - June 30, 2017
A	\$56,885	\$56,885	\$56,885	\$56,885
B	\$58,592	\$57,739	\$58,592	\$58,592
C	\$60,350	\$59,471	\$60,350	\$60,350
D	\$62,160	\$61,255	\$62,160	\$62,160
E	\$64,025	\$63,093	\$64,025	\$64,025
F	\$65,946	\$64,986	\$65,946	\$65,946
G	\$67,924	\$66,935	\$67,924	\$67,924
H	\$69,962	\$68,943	\$69,962	\$69,962
I	\$72,061	\$71,011	\$72,061	\$72,061
J	\$74,223	\$73,142	\$74,223	\$74,223
K	\$76,449	\$75,336	\$76,449	\$76,449
L	\$78,742	\$77,596	\$78,742	\$78,742
M	\$81,105	\$79,923	\$81,105	\$81,105
N	\$83,741	\$82,423	\$83,741	\$83,741
O	\$86,547	\$85,144	\$86,547	\$86,547
P	\$89,446	\$87,996	\$89,446	\$89,446
Q	\$92,442	\$90,944	\$92,442	\$92,442

**APPENDIX A3
TEACHING STIPENDS**

	July 1, 2013 – June 30, 2017
Chaperoning – Per Day, per event – max 3 days	\$73
Department Chairpersons	\$3,756
Athletic Director, .40 FTE	\$11,919
Guidance/Psychologist	\$1,722
Home Instruction (hourly rate)	\$75
Instructor for District In-Service Courses	
Five hour instructional day exclusive of lunch on days and times when school is in session	\$262
Five hour instructional day exclusive of lunch on days and times when school is not in session	\$523
Middle School Team Leaders	
Team Leader 6A	\$2,114
Team Leader 6B	\$2,114
Team Leader 7A	\$2,114
Team Leader 7B	\$2,114
Team Leader 8A	\$2,114
Team Leader 8B	\$2,114
Team Leader for Special Subjects	\$2,114
Sixth Teaching Period Assignment	\$10,460
Grade 4/Grade 8 ELA/Math Assessment	
Additional instruction per one hour session	
Teachers	\$58
Teaching Assistants	\$30
Summer Academy Teachers (20 days)	
Director	\$3,808
Teacher	\$3,586
Teaching Assistant	\$1,792

**APPENDIX A3
TEACHING STIPENDS
(CONTINUED)**

	July 1, 2013 – June 30, 2017
Summer Curriculum Workshops and Summer Staff Development	
Four-and-a-half hour day exclusive of lunch and any prior preparation time - Teachers	\$262
Five-and-a-half hour day exclusive of lunch for staff development day between the last five days in August and the opening of school (186th work day) - Teachers	\$328
Staff development day outside of the regularly scheduled 186 work days - exclusive of lunch and any prior preparation time - Teaching Assistants	Per diem hourly rate
Teaching Assistant	
Temporary class coverage, loss of duty free Lunch, and/or preparation time (hourly rate)	\$22 – 2013/14 \$23 – 2014/15 \$23 – 2015/16 \$24 – 2016/17
7 th Period Annual Stipend	\$2,500 -2007/2008 (5/15/08 MOA)
Website Facilitators	
Facilitator	\$2,988
Lead Facilitator	\$3,756
Teaching Stipend for District approved after-school courses (for students) hourly rate after contractual responsibility	\$58
Lead Teacher	\$12,921
Mentoring	\$905
Assessment Team Leaders	
Grades 3-5	\$2,114 + five hours professional development at the contractual rate of \$523
Grades K-1	\$2,114
ABA Home Instruction	
Teachers	\$58/hour
Teaching Assistants with teacher certification	\$58/hour
Teaching Assistants without teacher certification	\$30/hour

APPENDIX B

INTERMEDIATE CREDIT TEACHER SALARY SCHEDULE

MA+10/BA+40	\$1,043	
MA+15/BA+45	\$1,380	(effective 2015/16)
MA+20/BA+50	\$2,086	
MA+40/BA+70	\$1,590	

APPENDIX C1
CO-CURRICULAR ACTIVITIES 2013-2017

ACTIVITY	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	TIER
9th Grade Advisor	\$1,614	\$1,680	\$1,745	\$1,807	\$1,874	1
10th Grade Advisor	\$4,035	\$4,197	\$4,360	\$4,521	\$4,681	4
11th Grade Advisor	\$4,035	\$4,197	\$4,360	\$4,521	\$4,681	4
12th Grade Advisor	\$4,840	\$5,037	\$5,229	\$5,425	\$5,618	5
Academic Challenge Team	\$2,423	\$2,519	\$2,616	\$2,713	\$2,810	2
Act Now	\$1,614	\$1,680	\$1,745	\$1,807	\$1,874	1
Anime Art Club (new 05/06)	\$1,614	\$1,680	\$1,745	\$1,807	\$1,874	1
Art Club (HS)	\$1,614	\$1,680	\$1,745	\$1,807	\$1,874	1
Art Club (MS)	\$2,423	\$2,519	\$2,616	\$2,713	\$2,810	2
Arts Festival	\$3,230	\$3,361	\$3,488	\$3,618	\$3,744	3
Audio Visual Director (HS)	\$2,423	\$2,519	\$2,616	\$2,713	\$2,810	2
Audio Visual Director (MS)	\$2,423	\$2,519	\$2,616	\$2,713	\$2,810	2
Auditorium Manager	\$2,423	\$2,519	\$2,616	\$2,713	\$2,810	2
Band (AH)	\$4,035	\$4,197	\$4,360	\$4,521	\$4,681	4
Band (GVL)	\$4,035	\$4,197	\$4,360	\$4,521	\$4,681	4
Band Director (HS)	\$4,035	\$4,197	\$4,360	\$4,521	\$4,681	4
Boston Club	\$4,840	\$5,037	\$5,229	\$5,425	\$5,618	5
Chemistry Club	\$1,614	\$1,680	\$1,745	\$1,807	\$1,874	1
Chess Club (MS)	\$2,423	\$2,519	\$2,616	\$2,713	\$2,810	2
Chorus (AH)	\$4,035	\$4,197	\$4,360	\$4,521	\$4,681	4
Chorus (GVL)	\$4,035	\$4,197	\$4,360	\$4,521	\$4,681	4
Computer Club (MS)	\$2,423	\$2,519	\$2,616	\$2,713	\$2,810	2
Computer Programming Club (new 14/15)						
Debate Club (HS)	\$1,614	\$1,680	\$1,745	\$1,807	\$1,874	1
Debate Club (MS)	\$1,614	\$1,680	\$1,745	\$1,807	\$1,874	1
Gay Straight Alliance (GSA)	\$1,614	\$1,680	\$1,745	\$1,807	\$1,874	1
Performance Jazz Co Director - Winter/Spring	\$4,840	\$5,037	\$5,229	\$5,425	\$5,618	5
Performance Jazz Co, Asst. HS. Director	\$3,230	\$3,361	\$3,488	\$3,618	\$3,744	3
Dance Club/JazzCo (MS)	\$4,035	\$4,197	\$4,360	\$4,521	\$4,681	4
JazzCo Assistant (MS-6th grade)	\$2,423	\$2,519	\$2,616	\$2,713	\$2,810	2
JazzCo Assistant (HS)*	\$1,614	\$1,680	\$1,745	\$1,807	\$1,874	1
JazzCo HS Director - Fall	\$1,614	\$1,680	\$1,745	\$1,807	\$1,874	1
Drama (MS)	\$2,423	\$2,519	\$2,616	\$2,713	\$2,810	2
Drama/Music Coach (HS)	\$4,840	\$5,037	\$5,229	\$5,425	\$5,618	5
Eaglet	\$4,035	\$4,197	\$4,360	\$4,521	\$4,681	4
Film Club	\$1,614	\$1,680	\$1,745	\$1,807	\$1,874	1
Forum	\$3,230	\$3,361	\$3,488	\$3,618	\$3,744	3
French Club/French Honor Society	\$2,423	\$2,519	\$2,616	\$2,713	\$2,810	2
Garden Club (new 07/08)	\$0	\$0	\$0	\$0	\$0	
G.O. Advisor (HS)	\$4,840	\$5,037	\$5,229	\$5,425	\$5,618	5

APPENDIX C1

CO-CURRICULAR ACTIVITIES 2013-2017 (continued)

ACTIVITY	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	TIER
Going Green	\$1,614	\$1,680	\$1,745	\$1,807	\$1,874	1
Habitat for Humanity	\$3,230	\$3,361	\$3,488	\$3,618	\$3,744	3
Highlights (HS)	\$3,230	\$3,361	\$3,488	\$3,618	\$3,744	3
History Club (MS)	\$2,423	\$2,519	\$2,616	\$2,713	\$2,810	2
Human Rights	\$1,614	\$1,680	\$1,745	\$1,807	\$1,874	1
International Club	\$1,614	\$1,680	\$1,745	\$1,807	\$1,874	1
Italian Club/Italian Honor Society	\$4,840	\$5,037	\$5,229	\$5,425	\$5,618	5
Jazz Band (MS)	\$3,230	\$3,361	\$3,488	\$3,618	\$3,744	3
Jazz Band (HS)	\$3,230	\$3,361	\$3,488	\$3,618	\$3,744	3
Kids in Motion	\$1,614	\$1,680	\$1,745	\$1,807	\$1,874	1
Math Honor Society	\$2,423	\$2,519	\$2,616	\$2,713	\$2,810	2
Math Team (MS)	\$1,614	\$1,680	\$1,745	\$1,807	\$1,874	1
Math Team (HS)	\$1,614	\$1,680	\$1,745	\$1,807	\$1,874	1
National Art Honor Society	\$3,230	\$3,361	\$3,488	\$3,618	\$3,744	3
National Honor Society (MS)	\$1,614	\$1,680	\$1,745	\$1,807	\$1,874	1
National Honor Society (HS)	\$3,230	\$3,361	\$3,488	\$3,618	\$3,744	3
Newspaper (MS)	\$3,230	\$3,361	\$3,488	\$3,618	\$3,744	3
Operation Smile Club	\$1,614	\$1,680	\$1,745	\$1,807	\$1,874	1
Orchestra	\$3,230	\$3,361	\$3,488	\$3,618	\$3,744	3
Outdoor Environmental Club	\$1,614	\$1,680	\$1,745	\$1,807	\$1,874	1
Photo Club (HS)	\$1,614	\$1,680	\$1,745	\$1,807	\$1,874	1
Photo Club (MS)	\$1,614	\$1,680	\$1,745	\$1,807	\$1,874	1
Players Club	\$1,614	\$1,680	\$1,745	\$1,807	\$1,874	1
Poetry Club (HS)	\$3,230	\$3,361	\$3,488	\$3,618	\$3,744	3
Political Science Club	\$3,230	\$3,361	\$3,488	\$3,618	\$3,744	3
Science Club (new 13/14)	\$1,614	\$1,680	\$1,745	\$1,807	\$1,874	1
Ski/Snowboard Club	\$2,423	\$2,519	\$2,616	\$2,713	\$2,810	2
Social Skills Golf Club	\$1,614	\$1,680	\$1,745	\$1,807	\$1,874	1
Spanish Club/Spanish Honor Society	\$2,423	\$2,519	\$2,616	\$2,713	\$2,810	2
Special Olympics	\$1,614	\$1,680	\$1,745	\$1,807	\$1,874	1
Student Council/Community Service Council-AHS**	\$4,035	\$4,197	\$4,360	\$4,521	\$4,681	4
Student Council/Community Service Council - GVL**	\$4,035	\$4,197	\$4,360	\$4,521	\$4,681	4
Student Council (MS)	\$2,423	\$2,519	\$2,616	\$2,713	\$2,810	2
Student Leadership	\$4,840	\$5,037	\$5,229	\$5,425	\$5,618	5
Video Production	\$2,423	\$2,519	\$2,616	\$2,713	\$2,810	2
Washington Club	\$4,840	\$5,037	\$5,229	\$5,425	\$5,618	5
Yearbook (MS)	\$2,423	\$2,519	\$2,616	\$2,713	\$2,810	2
Yearbook (HS)	\$4,840	\$5,037	\$5,229	\$5,425	\$5,618	5

Stipend is 5 steps with each step representing 3 years of experience in the Eastchester Union Free School District.

***The appointment of Supervisor 2 will be at the District's discretion should the number of children warrant supervision.**

APPENDIX C1
CO-CURRICULAR ACTIVITIES 2013-2017 (continued)

Extra-Duty Assignments 2013-2017	
AM Duty - Band Room Area (MS)	\$1,478
AM Duty - Cafeteria/Hallway (MS)	\$1,478
After School Supervision (MS) per session (hour)	\$30
BEPT Policy Chair	\$3,129
BEPT Local Coordinator	\$2,960
Bus Duty - AM & PM (AH) - [3 positions]	\$1,478
Bus Duty - AM (GVL) - [2 positions]	\$1,478
Bus Duty - AM & PM (GVL) - [2 positions]	\$1,478
Bus Duty - AM (1) PM (4) (WVL)	\$1,478
Homework Supervisor (MS) per 1 hour session	\$54
Library Supervision MS/HS (per 45 minute session after contract hours)	\$31
Lincoln Center Coordinator (HS/MS)	\$1,478
Lunchroom Supervision - hourly rate (all schools)	\$37
Lunchroom Supervision - 40 minute session (all schools)	\$25
Principal's Detention (MS) (per 45 minute session)	\$31
Principal's Detention (HS) (per 45 minute session)	\$31
Principal's Detention - 3 hour session	\$106
Student Activity Treasurer (HS)	\$6,852
Student Activity Ass't Treasurer (HS) 2008-09 only	\$1,756
Student Activity Treasurer (MS)	\$3,427

APPENDIX C1.1

CO-CURRICULAR ACTIVITY TIER RESPONSIBILITIES

TIER 1

- One hour per week for 30 weeks or equivalent.
- One minor culminating product or public performance and/or minimum handling of funds.
- Minimum average of 10 student participants.

TIER 2

- One-and-a-half hours per week for 30 weeks or equivalent.
- One major and one minor culminating product or public performance and/or moderate involvement of funds.
- Minimum average of 10 to 15 student participants.

TIER 3

- Two hours per week for 30 weeks or equivalent.
- Two major culminating products or public performance and/or moderate involvement of funds.
- Minimum average of 15 to 20 student participants.

TIER 4

- More than two hours per week for 30 weeks or equivalent.
- One major or six minor culminating products or two major and one minor culminating public performance and significant involvement of funds.
- Minimum average of 20 student participants.

TIER 5

- Four hours per week for 30 weeks or equivalent.
- One major culminating product and/or two major culminating public performances and significant involvement of funds.
- Minimum average of 25 to 30 student participants.

APPENDIX C2: INTERSCHOLASTIC SPORTS 2013-2017

SEASON	ACTIVITY	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
FALL SPORTS	Varsity Football	\$8,118	\$8,445	\$8,767	\$9,094	\$9,418
	Assistant Varsity Football (4 positions)	\$5,684	\$5,968	\$6,253	\$6,538	\$6,593
	Modified Football	\$5,684	\$5,968	\$6,253	\$6,538	\$6,593
	Assistant Modified Football	\$5,145	\$5,398	\$5,658	\$5,915	\$5,965
	Varsity Soccer (Boys)	\$5,684	\$5,968	\$6,253	\$6,538	\$6,593
	J.V. Soccer (Boys)	\$4,478	\$4,702	\$4,938	\$5,183	\$5,442
	Modified Soccer (Boys)	\$4,330	\$4,548	\$4,763	\$4,981	\$5,022
	Cross Country (Boys & Girls)	\$6,765	\$7,104	\$7,441	\$7,780	\$7,849
	Ass't Cross Country Coach	\$4,478	\$4,702	\$4,938	\$5,183	\$5,442
	Varsity Volleyball	\$5,684	\$5,968	\$6,253	\$6,538	\$6,593
	J.V. Volleyball	\$4,478	\$4,702	\$4,938	\$5,183	\$5,442
	Modified Volleyball (Girls) 7 th & 8 th grade	\$4,330	\$4,548	\$4,763	\$4,981	\$5,021
	Modified Volleyball (Girls) 8th grade	\$4,330	\$4,548	\$4,763	\$4,981	\$5,021
	Varsity Tennis (Girls)	\$4,872	\$5,114	\$5,372	\$5,602	\$5,652
	J.V. Tennis (Girls)	\$4,330	\$4,548	\$4,763	\$4,981	\$5,021
	Varsity Swimming (Girls)	\$5,684	\$5,968	\$6,253	\$6,538	\$6,593
	Varsity Soccer (Girls)	\$5,684	\$5,969	\$6,253	\$6,538	\$6,592
	J.V. Soccer (Girls)	\$4,478	\$4,702	\$4,938	\$5,183	\$5,443
	Modified Soccer (Girls)	\$4,330	\$4,548	\$4,763	\$4,981	\$5,021
SEASON	ACTIVITY	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
FALL & WINTER	Varsity Competition Cheerleading	\$6,373	\$6,691	\$7,010	\$7,328	\$7,391
	Modified Competition Cheerleading	\$4,330	\$4,548	\$4,763	\$4,981	\$5,022
	JV Competition Cheerleading	\$4,871	\$5,114	\$5,373	\$5,602	\$5,652
	Varsity Football Cheerleading	\$2,798	\$3,050	\$3,314	\$3,571	\$3,655
	JV Football Cheerleading	\$2,798	\$3,050	\$3,314	\$3,571	\$3,655
	Modified Football Cheerleading	\$2,398	\$2,651	\$2,915	\$3,171	\$3,257
SEASON	ACTIVITY	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
WINTER SPORTS	Varsity Basketball (Boys)	\$7,037	\$7,389	\$7,739	\$8,091	\$8,162
	J.V. Basketball (Boys)	\$5,144	\$5,398	\$5,659	\$5,915	\$5,966
	Modified Basketball (Boys) 7 th & 8 th grade	\$4,330	\$4,548	\$4,763	\$4,981	\$5,021
	Modified Basketball (Boys) 8th grade	\$4,330	\$4,548	\$4,763	\$4,981	\$5,021
	Varsity Basketball (girls)	\$7,037	\$7,389	\$7,739	\$8,091	\$8,162
	J.V. Basketball (Girls)	\$5,144	\$5,398	\$5,659	\$5,915	\$5,966
	Modified Basketball (Girls) 7 th & 8 th grade	\$4,330	\$4,548	\$4,763	\$4,981	\$5,021
	Modified Basketball (Girls) 8th grade	\$4,330	\$4,548	\$4,763	\$4,981	\$5,021
	Varsity Hockey	\$6,765	\$7,104	\$7,441	\$7,781	\$7,848
	Modified Hockey	\$4,330	\$4,548	\$4,763	\$4,981	\$5,021
	Indoor Track	\$6,373	\$6,691	\$7,010	\$7,328	\$7,391
	Assistant Indoor Track	\$4,478	\$4,702	\$4,938	\$5,183	\$5,443
	Modified Track	\$4,330	\$4,548	\$4,763	\$4,981	\$5,021
	Varsity Gymnastics	\$6,373	\$6,691	\$7,010	\$7,328	\$7,391
	Varsity Wrestling	\$5,684	\$5,968	\$6,253	\$6,538	\$6,593
	Modified Wrestling	\$4,330	\$4,548	\$4,763	\$4,981	\$5,021
	Modified Gymnastics	\$4,330	\$4,548	\$4,763	\$4,981	\$5,021

APPENDIX C2: INTERSCHOLASTIC SPORTS 2013-2017 (con't)						
SEASON	ACTIVITY	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
SPRING SPORTS	Varsity Baseball	\$6,373	\$6,691	\$7,010	\$7,328	\$7,391
	J.V. Baseball	\$4,478	\$4,702	\$4,938	\$5,183	\$5,443
	Modified Baseball	\$4,330	\$4,548	\$4,763	\$4,981	\$5,021
	Varsity Softball	\$6,373	\$6,691	\$7,010	\$7,328	\$7,391
	J.V. Softball	\$4,478	\$4,702	\$4,938	\$5,183	\$5,443
	Modified Softball	\$4,330	\$4,548	\$4,763	\$4,981	\$5,021
	Varsity Tennis (Boys)	\$4,871	\$5,114	\$5,373	\$5,602	\$5,652
	J.V. Tennis (Boys)	\$4,330	\$4,548	\$4,763	\$4,981	\$5,021
	Varsity Golf	\$3,618	\$3,797	\$3,981	\$4,160	\$4,195
	Varsity Spring Track	\$6,373	\$6,691	\$7,010	\$7,328	\$7,391
	Assistant Spring Track	\$4,478	\$4,702	\$4,938	\$5,183	\$5,443
	Varsity Lacrosse (Boys)	\$6,373	\$6,691	\$7,010	\$7,328	\$7,391
	Varsity Lacrosse (Girls)	\$6,373	\$6,691	\$7,010	\$7,328	\$7,391
	J.V. Lacrosse (Boys)	\$4,478	\$4,702	\$4,938	\$5,183	\$5,443
	J.V. Lacrosse (Girls)	\$4,478	\$4,702	\$4,938	\$5,183	\$5,443
	Modified Lacrosse	\$4,330	\$4,548	\$4,763	\$4,981	\$5,021

Interscholastic Activities: Stipend is 5 steps with each step representing 3 years of experience in the EUFSD.

INTRAMURALS 2013-2017						
SEASON	ACTIVITY	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
FALL	Indoor Soccer - Middle School (Sup 1)	\$1,475	\$1,549	\$1,623	\$1,698	\$1,772
	Indoor Soccer - Middle School (Sup 2**)	\$1,475	\$1,549	\$1,623	\$1,698	\$1,772
	Weight Training - High School	\$1,475	\$1,549	\$1,623	\$1,698	\$1,772
	Floor Hockey* - Anne Hutchinson (Sup 1)	\$1,475	\$1,549	\$1,623	\$1,698	\$1,772
	Floor Hockey* - Anne Hutchinson (Sup 2)	\$1,475	\$1,549	\$1,623	\$1,698	\$1,772
	Floor Hockey* - Greenvale (Sup 1)	\$1,475	\$1,549	\$1,623	\$1,698	\$1,772
	Floor Hockey* - Greenvale (Sup 2)	\$1,475	\$1,549	\$1,623	\$1,698	\$1,772
SEASON	ACTIVITY	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
WINTER	Basketball - Middle School (Co-Ed)	\$1,475	\$1,549	\$1,623	\$1,698	\$1,772
	Gymnastics - Greenvale (Sup 1)	\$1,475	\$1,549	\$1,623	\$1,698	\$1,772
	Gymnastics - Greenvale (Sup 2**)	\$1,475	\$1,549	\$1,623	\$1,698	\$1,772
	Gymnastics - Middle School (Sup 1)	\$1,475	\$1,549	\$1,623	\$1,698	\$1,772
	Gymnastics - Middle School (Sup 2**)	\$1,475	\$1,549	\$1,623	\$1,698	\$1,772
	Weight Training - High School	\$1,475	\$1,549	\$1,623	\$1,698	\$1,772

INTRAMURALS 2013-2017 (con't)						
SEASON	ACTIVITY	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
SPRING	Floor Hockey* - Anne Hutchinson (Sup 1)	\$1,475	\$1,549	\$1,623	\$1,698	\$1,772
	Floor Hockey* - Anne Hutchinson (Sup 2**)	\$1,475	\$1,549	\$1,623	\$1,698	\$1,772
	Floor Hockey* - Greenvale (Sup 1)	\$1,475	\$1,549	\$1,623	\$1,698	\$1,772
	Floor Hockey* - Greenvale (Sup 2**)	\$1,475	\$1,549	\$1,623	\$1,698	\$1,772
	Gymnastics - Anne Hutchinson (Sup 1)	\$1,475	\$1,549	\$1,623	\$1,698	\$1,772
	Gymnastics - Anne Hutchinson (Sup 2**)	\$1,475	\$1,549	\$1,623	\$1,698	\$1,772
	Volleyball (Sup 1)	\$1,475	\$1,549	\$1,623	\$1,698	\$1,772
	Volleyball (Sup 2**)	\$1,475	\$1,549	\$1,623	\$1,698	\$1,772
	Floor Hockey - Middle School	\$1,475	\$1,549	\$1,623	\$1,698	\$1,772
	Modern Dance - Middle School (3)	\$1,475	\$1,549	\$1,623	\$1,698	\$1,772
	Modern Dance - Elem 4th/5th G&AH	\$1,475	\$1,549	\$1,623	\$1,698	\$1,772
	Track - Middle School	\$1,475	\$1,549	\$1,623	\$1,698	\$1,772
	Weight Training - High School	\$1,475	\$1,549	\$1,623	\$1,698	\$1,772

Interscholastic Activities: Stipend is 5 steps with each step representing 3 years of experience in the EUFSD.

*Floor Hockey will run any 2 of the 3 seasons in a school year to accommodate the schools in the use & distribution of equipment.

**The appointment of Supervisor 2 will be at the District's discretion should the number of children warrant supervision.

APPENDIX D1
ANNUAL PROFESSIONAL PERFORMANCE REVIEW PLAN (APPR)

Eastchester Union Free School District
Annual Professional Performance Review Plan (APPR)

Revised: July 1, 2014

The purpose of this Annual Professional Performance Review Plan (APPR) is to improve student achievement through improved teacher performance. It is our belief that this teacher evaluation process should be authentic and reflect the real work of teachers. It should promote reflection and improve our craft, practice, and ultimately student achievement. It is based on professional trust and collaboration. This process recognizes the complexities of good teaching and the value of good professional practice. Finally, it encourages multiple forms of assessment in documenting competency and growth.

Through good faith negotiations between the District and the Eastchester Teachers' Association, it is agreed that the following provisions be added to the District's APPR Plan document and the 100 point **APPR Composite** shall be broken down as follows:

Local Effectiveness Rating (Other 60)

- I. The District and the ETA have agreed to use the Danielson 2011 Framework for Teaching Practice Rubric.
- II. Locally Selected Measures – The District and the ETA have agreed upon a scoring methodology that allocates 60 points to locally selected measures. Forty-seven and seven tenths (47.7) points will represent the observation process requirements. The remaining 12.3 points, from the 60-point total, will represent other measures.

The Observation Process

- III. 1 announced clinical observation – pre-observation conference (or lesson plan submission), observation, and post observation conference. Pre-observation or Lesson Plan Template will be submitted in electronic or typed hard-copy form. Post-observation forms will be discussed; teachers may submit these in writing if they so choose. Post-observation conferences will occur no later than ten (10) school days after the observation.
- IV. 1 unannounced observation – a pre-conference to discuss logistical and general curriculum items will be held up to two weeks prior to the observation, barring emergency. The principal may choose to obtain the same information using e-mail. Post-observation conferences will occur no later than ten (10) days after the observation.
- V. Observation Form – See D1-A
- VI. Pre-Observation Conference Form – See Appendix D1-B
- VII. Lesson Plan Template – See Appendix D1-C
- VIII. Post-Conference Form – See Appendix D1-D
- IX. Length of observations will be up to 40 minutes

Other Measures

- X. Teachers will maintain a portfolio that evidences their work in the six sub-domains that are not included in the observation process. Additional information is located in Appendix D1-E.

HEDI Bands (H-highly effective; E – effective; D – developing; I – ineffective)

The District and the ETA have agreed upon the following HEDI bands framing the 60 Local Effectiveness points. Scores will be rounded to the nearest whole number using traditional rounding rules.

H - Band	59 - 60
E - Band	57 – 58
D - Band	50 – 56
I - Band	0 – 49

Locally Selected Measure

- XI. The District and the ETA have negotiated the process for selecting other local measures of student achievement. Teachers of courses for which an approved New York State Growth Model exists will receive a Locally Selected Measure Score on a 15 point scale. Teachers of courses for which an approved New York State Growth Model does not exist will receive a Locally Selected Measure Score on a 20 point scale. According to the *Guidance on New York State's Annual Professional Performance Review for Teachers and Principals to Implement Education Law §3012-c and the Commissioner's Regulations (Guidance Document)*, locally developed assessment measures must be rigorous and comparable.
- Rigorous – means that the locally-selected measure is aligned to the NYS learning standards or, in instances where there are no such learning standards that apply to a subject/grade level, evidence of alignment to research-based learning standards, and to the extent practicable, the assessment must be valid and reliable as defined by the *Standards of Educational and Psychological Testing*.
 - Locally-comparable across classrooms means that the same locally-selected measure of student achievement or growth is used across all classrooms in the same grade/subject in the district. A district may use more than one type of locally-selected measure for different groups of teachers within a grade/subject; the district verifies comparability in accordance with the *Standards of Educational and Psychological Testing*.
 - Assessments must be valid (accurately gauges what the assessment claims to measure) and reliable (demonstrates accuracy of results through consistency in what it measures over time). (Mills 2007; Sagor, 2000).
 - Process: The local assessment is developed by team/department/grade/school, etc; proficiency levels have been locally negotiated; principal reviews to ensure it follows testing protocols; assessments reviewed by Director of Curriculum and Instruction. All local assessments must be verified for comparability and rigor and approved by Superintendent of Schools.
 - Locally Selected Measures of Student Achievement that are District-developed must be aligned to the Common Core Learning Standards (CCLS) or New York State learning Standards (for subjects that do not yet have content specific CCLS), reflect the key content of the course, and include:

- A. Title of Assessment (for team/grade/course)
- B. Subject/Date of Administration
- C. What are the scoring criteria? (scoring criteria; rubrics)
- D. Students performance data – describe the team/course/grade-level results

- Locally Selected Measure Score Determination:
 - Teachers of courses that **do not** have an approved New York State Education Department (NYSED) growth model: Teachers will determine a baseline for students; possibly through the use of a pre-assessment, prior to October 15 each year. Each student will be assigned a performance level from 1-4 based on the results of the pre-assessment. The table below outlines how performance levels will be assigned.

Performance Level	Percent Correct (out of 100)
1	0-49
2	50-74
3	75-84
4	85-100

Teachers will then administer a post-assessment to students each May or June. Achievement benchmarks for students have been locally negotiated and are included in the table below.

Pre-Assessment Performance Level	Post-Assessment Performance Level Needed to Meet Achievement Benchmark
1	2, 3, or 4
2	3 or 4
3	4
4	4

The score for the locally selected measure will be computed based on the percentage of students [covered under the teacher's Student Learning Objective(s)] who successfully meet the achievement benchmark. Appendix F indicates the scoring methodology.

- Teachers of courses that **do** have an approved NYSED growth model: See Appendix G

SED Score

- XII. The District and the ETA have recognized that 25 points will be determined, subject to State mandates, by State assessments for teachers of courses with a

NYSED approved growth model or 20 points for teachers of courses that do not have an NYSED approved growth model. Teachers of courses with an NYSED approved growth model will have their score reported to the District by the New York State Education Department (NYSED). Teachers of courses that do not have a NYSED approved growth measure will receive a score based on their Student Learning Objective(s). That score will be part of the teachers' composite score and reported to the NYSED by the District. See Appendix H for the Student Learning Objective Template and Scoring Rubric.

- a. Teachers with classes in grades 4-5, grades 6-8 math and English Language Arts, and other courses with a NYSED approved growth or value added model will receive a State-provided growth score based on the New York State Testing Program (NYSTP) assessments.
- b. Where there is no State-provided measure of student growth, teachers will have a comparable growth measure using Student Learning Objectives (SLO). SLOs will be developed collaboratively by grade levels/courses/etc., and with the District.
- c. The process to allow teachers to verify their subjects and students to determine the Teacher of Record and accuracy of data sent to NYSED will occur each year. Some components of the system will be prescribed by NYSED. Teachers will review their student lists using the NYSED Teacher-Student Roster Verification System. Discrepancies between actual rosters and rosters reported on the NYSED teacher-student linkage page should be reported to the district's database manager and building administrator(s).

Other Considerations

- XIII. Training-Teachers new to the Eastchester Union Free School District will participate in New Teacher Training where they will be introduced to the APPR process and the Danielson Teacher Practice Rubric. Evaluators will engage in yearly training in the Practice Rubric. All teachers in the Eastchester School District will be offered training and may request refresher trainings at any time.
- XIV. Teacher Improvement Plan (TIP) – see Appendix D1-I
- XV. Appeal Process – see Appendix D1-J

Appendix D1-A – Classroom Observation Form

TEACHER OBSERVATION FORM

Teacher:
Observer:

Grade/Course:
Observation Date:

Domain 1A – Demonstrating Knowledge of Content and Pedagogy

☐ 4

Teacher displays extensive knowledge of the important concepts in the discipline and how these relate both to one another and to other disciplines. Teacher's plans and practice reflect understanding of prerequisite relationships among topics and concepts and a link to necessary cognitive structures by students to ensure understanding. Teacher's plans and practice reflect familiarity with a wide range of effective pedagogical approaches in the discipline, anticipating student misconceptions.

☐ 3

Teacher displays solid knowledge of the important concepts in the discipline and how these relate to one another. Teacher's plans and practice reflect accurate understanding of prerequisite relationships among topics and concepts. Teacher's plans and practice reflect familiarity with a wide range of effective pedagogical approaches in the discipline.

☐ 2

Teacher is familiar with the important concepts in the discipline but displays lack of awareness of how these concepts relate to one another. Teacher's plans and practice indicate some awareness of prerequisite relationships, although such knowledge may be inaccurate or incomplete. Teacher's plans and practice reflect a limited range of pedagogical approaches to the discipline or to the students.

☐ 1

In planning and practice, teacher makes content errors or does not correct errors made by students. Teacher's plans and practice display little understanding of prerequisite relationships important to student learning of the content. Teacher displays little or no understanding of the range of pedagogical approaches suitable to student learning of the content.

Domain 1B – Demonstrating Knowledge of Students

☐ 4

Teacher actively seeks knowledge of students' levels of development and their backgrounds, cultures, skills, language proficiency, interests, and special needs from a variety of sources. This information is acquired for individual students.

☐ 3

Teacher understands the active nature of student learning, and attains information about levels of development for groups of students. The teacher also purposefully seeks knowledge from several sources of students' backgrounds, cultures, skills, language proficiency, interests, and special needs, and attains this knowledge for groups of students.

☐ 2

Teacher indicates the importance of understanding how students learn and the students' backgrounds, cultures, skills, language proficiency, interests, and special needs, and attains this knowledge for the class as a whole.

☐ 1

Teacher demonstrates little or no understanding of how students learn, and little knowledge of students' backgrounds, cultures, skills, language proficiency, interests, and special needs, and does not seek such understanding.

Domain 1C – Setting Instructional Outcomes

☐ 4

All outcomes represent rigorous and important learning in the discipline. The outcomes are clear, written in the form of student learning, and permit viable methods of assessment. Outcomes reflect several different types of learning and, where appropriate, represent opportunities for both coordination and integration. Outcomes take into account the varying needs of individual students.

☐ 3

Most outcomes represent rigorous and important learning in the discipline. All the instructional outcomes are clear, written in the form of student learning, and suggest viable methods of assessment. Outcomes reflect several different types of learning and opportunities for coordination. Outcomes take into account the varying needs of groups of students.

☐ 2

Outcomes represent moderately high expectations and rigor. Some reflect important learning in the discipline, and consist of a combination of outcomes and activities. Outcomes reflect several types of learning, but teacher has made no attempt at coordination or integration. Most of the outcomes are suitable for most of the students in the class based on global assessments of student learning.

☐ 1

Outcomes represent low expectations for students and lack of rigor, nor do they all reflect important learning in the discipline. Outcomes are stated as activities, rather than as student learning. Outcomes reflect only one type of learning and only one discipline or strand, and are suitable for only some students.

Domain 1D – Demonstrating Knowledge of Resources

☐ 4

Teacher's knowledge of resources for classroom use, for expanding one's own knowledge, and for students is extensive, including those available through the school or district, in the community, through professional organizations and universities, and on the Internet.

☐ 3

Teacher displays awareness of resources available for classroom use, for expanding one's own knowledge, and for students through the school or district and external to the school and on the Internet.

☐ 2

Teacher displays basic awareness of resources available for classroom use, for expanding one's own knowledge, and for students through the school, but no knowledge of resources available more broadly.

☐ 1

Teacher is unaware of resources for classroom use, for expanding one's own knowledge, or for students available through the school or district.

Domain 1E – Designing Coherent Instruction

☐ 4

Plans represent the coordination of in-depth content knowledge, understanding of different students' needs and available resources (including technology), resulting in a series of learning activities designed to engage students in high-level cognitive activity. These are differentiated, as appropriate, for individual learners. Instructional groups are varied as appropriate, with some opportunity for student choice. The lesson's or unit's structure is clear and allows for different pathways according to diverse student needs.

☐ 3

Teacher coordinates knowledge of content, of students, and of resources, to design a series of learning experiences aligned to instructional outcomes and suitable to groups of students. The learning activities have reasonable time allocations; they represent significant cognitive challenge, with some differentiation for different groups of students. The lesson or unit has a clear structure with appropriate and varied use of instructional groups.

☐ 2

Some of the learning activities and materials are suitable to the instructional outcomes, and represent a moderate cognitive challenge, but with no differentiation for different students. Instructional groups partially support the instructional outcomes, with an effort at providing some variety. The lesson or unit has a recognizable structure; the progression of activities is uneven, with most time allocations reasonable.

☐ 1

The series of learning experiences is poorly aligned with the instructional outcomes and does not represent a coherent structure. The activities and are not designed to engage students in active intellectual activity and have unrealistic time allocations. Instructional groups do not support the instructional outcomes and offer no variety.

Domain 2A – Creating an Environment of Respect and Rapport

☐ 4

Classroom interactions among the teacher and individual students are highly respectful, reflecting genuine warmth, caring, and sensitivity to students as individuals. Students exhibit respect for the teacher and contribute to high levels of civility among all members of the class. The net result of interactions is that of connections with students as individuals.

☐ 3

Teacher-student interactions are friendly and demonstrate general caring and respect. Such interactions are appropriate to the ages of the students. Students exhibit respect for the teacher. Interactions among students are generally polite and respectful. Teacher responds successfully to disrespectful behavior among students. The net result of the interactions is polite and respectful, but impersonal.

☐ 2

Patterns of classroom interactions, both between the teacher and students and among students, are generally appropriate but may reflect occasional inconsistencies, favoritism, and disregard for students' ages, cultures, and developmental levels. Students rarely demonstrate disrespect for one another. Teacher attempts to respond to disrespectful behavior, with uneven results. The net result of the interactions is neutral: conveying neither warmth nor conflict.

☐ 1

Patterns of classroom interactions, both between the teacher and students and among students, are mostly negative, inappropriate, or insensitive to students' ages, cultural backgrounds, and developmental levels. Interactions are characterized by sarcasm, putdowns, or conflict. Teacher does not deal with disrespectful behavior.

Domain 2B – Establishing a Culture for Learning

<input type="checkbox"/> 4	<input type="checkbox"/> 3	<input type="checkbox"/> 2	<input type="checkbox"/> 1
The classroom culture is a cognitively vibrant place, characterized by a shared belief in the importance of learning. The teacher conveys high expectations for learning by all students and insists on hard work; students assume responsibility for high quality by initiating improvements, making revisions, adding detail and/or helping peers.	The classroom culture is a cognitively busy place where learning is valued by all with high expectations for learning the norm for most students. The teacher conveys that with hard work students can be successful; students understand their role as learners and consistently expend effort to learn. Classroom interactions support learning and hard work.	The classroom culture is characterized by little commitment to learning by teacher or students. The teacher appears to be only “going through the motions,” and students indicate that they are interested in completion of a task, rather than quality. The teacher conveys that student success is the result of natural ability rather than hard work; high expectations for learning are reserved for those students thought to have a natural aptitude for the subject.	The classroom culture is characterized by a lack of teacher or student commitment to learning, and/or little or no investment of student energy into the task at hand. Hard work is not expected or valued. Medium to low expectations for student achievement are the norm with high expectations for learning reserved for only one or two students.

Domain 2C - Managing Classroom Procedures

<input type="checkbox"/> 4	<input type="checkbox"/> 3	<input type="checkbox"/> 2	<input type="checkbox"/> 1
Instructional time is maximized due to efficient classroom routines and procedures. Students contribute to the management of instructional groups, transitions, and/or the handling of materials and supplies. Routines are well understood and may be initiated by students.	There is little loss of instructional time due to effective classroom routines and procedures. The teacher's management of instructional groups and/or the handling of materials and supplies are consistently successful. With minimal guidance and prompting, students follow established classroom routines.	Some instructional time is lost due to only partially effective classroom routines and procedures. The teacher's management of instructional groups, transitions, and/or the handling of materials and supplies is inconsistent, leading to some disruption of learning. With regular guidance and prompting, students follow established routines.	Much instructional time is lost due to inefficient classroom routines and procedures. There is little or no evidence of the teacher managing instructional groups, transitions, and/or the handling of materials and supplies effectively. There is little evidence that students know or follow established routines.

Domain 2D – Managing Student Behavior

<input type="checkbox"/> 4	<input type="checkbox"/> 3	<input type="checkbox"/> 2	<input type="checkbox"/> 1
Student behavior is entirely appropriate. Students take an active role in monitoring their own behavior and that of other students against standards of conduct. Teachers' monitoring of student behavior is subtle and preventive. Teacher's response to student misbehavior is sensitive to individual student needs and respects students	Student behavior is generally appropriate. The teacher monitors student behavior against established standards of conduct. Teacher response to student misbehavior is consistent, proportionate and respectful to students and is effective.	Standards of conduct appear to have been established, but their implementation is inconsistent. Teacher tries, with uneven results, to monitor student behavior and respond to student misbehavior. There is inconsistent implementation of the standards of conduct.	There appear to be no established standards of conduct, and little or no teacher monitoring of student behavior. Students challenge the standards of conduct. Response to students' misbehavior is repressive, or disrespectful of student dignity.

Domain 2E – Organizing Physical Space

☐ 4

The classroom is safe, and learning is accessible to all students including those with special needs. Teacher makes effective use of physical resources, including computer technology. The teacher ensures that the physical arrangement is appropriate to the learning activities. Students contribute to the use or adaptation of the physical environment to advance learning.

☐ 3

The classroom is safe, and learning is accessible to all students; teacher ensures that the physical arrangement is appropriate to the learning activities. Teacher makes effective use of physical resources, including computer technology.

☐ 2

The classroom is safe, and essential learning is accessible to most students. The teacher's use of physical resources, including computer technology, is moderately effective. Teacher may attempt to modify the physical arrangement to suit learning activities, with partial success.

☐ 1

The physical environment is unsafe, or many students don't have access to learning. There is poor alignment between the arrangement of furniture and resources, including computer technology, and the lesson activities.

Domain 3A – Communicating with students

☐ 4

The teacher links the instructional purpose of the lesson to student interests; the directions and procedures are clear and anticipate possible student misunderstanding. Teacher's explanation of content is thorough and clear, developing conceptual understanding through artful scaffolding and connecting with students' interests. Students contribute to extending the content, and in explaining concepts to their classmates. Teacher's spoken and written language is expressive, and the teacher finds opportunities to extend students' vocabularies.

☐ 3

The instructional purpose of the lesson is clearly communicated to students, including where it is situated within broader learning; directions and procedures are explained clearly. Teacher's explanation of content is well scaffolded, clear and accurate, and connects with students' knowledge and experience. During the explanation of content, the teacher invites student intellectual engagement. Teacher's spoken and written language is clear and correct. Vocabulary is appropriate to the students' ages and interests.

☐ 2

Teacher's attempt to explain the instructional purpose has only limited success, and/or directions and procedures must be clarified after initial student confusion. Teacher's explanation of the content may contain minor errors; some portions are clear; other portions are difficult to follow. Teacher's explanation consists of a monologue, with no invitation to the students for intellectual engagement. Teacher's spoken language is correct; however, vocabulary is limited, or not fully appropriate to the students' ages or backgrounds.

☐ 1

The instructional purpose of the lesson is unclear to students and the directions and procedures are confusing. Teacher's explanation of the content contains major errors. The teacher's spoken or written language contains errors of grammar or syntax. Vocabulary is inappropriate, vague, or used incorrectly, leaving students confused.

Domain 3B – Using questioning and discussion techniques

☐ 4

Teacher uses a variety or series of questions or prompts to challenge students cognitively, advance high level thinking and discourse, and promote meta-cognition. Students formulate many questions, initiate topics and make unsolicited contributions. Students themselves ensure that all voices are heard in the discussion.

☐ 3

While the teacher may use some low-level questions, he or she poses questions to students designed to promote student thinking and understanding. Teacher creates a genuine discussion among students, providing adequate time for students to respond, and stepping aside when appropriate. Teacher successfully engages most students in the discussion, employing a range of strategies to ensure that most students are heard.

☐ 2

Teacher's questions lead students through a single path of inquiry, with answers seemingly determined in advance. Alternatively the teacher attempts to frame some questions designed to promote student thinking and understanding, but only a few students are involved. Teacher attempts to engage all students in the discussion and to encourage them to respond to one another, with uneven results.

☐ 1

Teacher's questions are of low cognitive challenge, single correct responses, and asked in rapid succession. Interaction between teacher and students is predominantly recitation style, with the teacher mediating all questions and answers. A few students dominate the discussion.

Domain 3C – Engaging students in learning

<input type="checkbox"/> 4	<input type="checkbox"/> 3	<input type="checkbox"/> 2	<input type="checkbox"/> 1
Virtually all students are intellectually engaged in challenging content, through well-designed learning tasks, and suitable scaffolding by the teacher, and fully aligned with the instructional outcomes. In addition, there is evidence of some student initiation of inquiry, and student contributions to the exploration of important content. The pacing of the lesson provides students the time needed to intellectually engage with and reflect upon their learning, and to consolidate their understanding. Students may have some choice in how they complete tasks and may serve as resources for one another.	The learning tasks and activities are aligned with the instructional outcomes and are designed to challenge student thinking, resulting in active intellectual engagement by most students with important and challenging content, and with teacher scaffolding to support that engagement. The pacing of the lesson is appropriate, providing most students the time needed to be intellectually engaged.	The learning tasks or prompts are partially aligned with the instructional outcomes but require only minimal thinking by students, allowing most students to be passive or merely compliant. The pacing of the lesson may not provide students the time needed to be intellectually engaged.	The learning tasks and activities, materials, resources, instructional groups and technology are poorly aligned with the instructional outcomes, or require only rote responses. The pace of the lesson is too slow or rushed. Few students are intellectually engaged or interested.

Domain 3D – Using assessments in instruction

<input type="checkbox"/> 4	<input type="checkbox"/> 3	<input type="checkbox"/> 2	<input type="checkbox"/> 1
Assessment is fully integrated into instruction, through extensive use of formative assessment. Students appear to be aware of, and there is some evidence that they have contributed to, the assessment criteria. Students self-assess and monitor their progress. A variety of feedback, from both the teacher and peers, is accurate, specific, and advances learning. Questions/prompts/assessments are used regularly to diagnose evidence of learning by individual students.	Assessment is regularly used during instruction, through monitoring of progress of learning by teacher and/or students, resulting in accurate, specific feedback that advances learning. Students appear to be aware of the assessment criteria; some of them engage in self-assessment. Questions/prompts/assessments are used to diagnose evidence of learning.	Assessment is used sporadically to support instruction, through some monitoring of progress of learning by teacher and/or students. Feedback to students is general, and students appear to be only partially aware of the assessment criteria used to evaluate their work but few assess their own work. Questions/prompts/assessments are rarely used to diagnose evidence of learning.	There is little or no assessment or monitoring of student learning; feedback is absent, or of poor quality. Students do not appear to be aware of the assessment criteria and do not engage in self-assessment.

Domain 3E – Demonstrating Flexibility and responsiveness

<input type="checkbox"/> 4	<input type="checkbox"/> 3	<input type="checkbox"/> 2	<input type="checkbox"/> 1
Teacher seizes an opportunity to enhance learning, building on a spontaneous event or student interests or successfully adjusts and differentiates instruction to address individual student misunderstandings. Teacher persists in seeking effective approaches for students who need help, using an extensive repertoire of instructional strategies and solidifying additional resources from the school or community.	Teacher promotes the successful learning of all students, making minor adjustments as needed to instruction plans and accommodating student questions, needs and interests. The teacher persists in seeking approaches for students who have difficulty learning, drawing on a broad repertoire of strategies.	Teacher attempts to modify the lesson when needed and to respond to student questions and interests, with moderate success. Teacher accepts responsibility for student success, but has only a limited repertoire of strategies to draw upon.	Teacher adheres to the instruction plan in spite of evidence of poor student understanding or students' lack of interest. Teacher ignores student questions; when students experience difficulty, the teacher blames the students or their home environment.

Domain 4A – Reflecting on Teaching

☐ **4**

Teacher makes a thoughtful and accurate assessment of a lesson's effectiveness and the extent to which it achieved its instructional outcomes, citing many specific examples from the lesson and weighing the relative strengths of each. Drawing on an extensive repertoire of skills, teacher offers specific alternative actions, complete with the probable success of different courses of action.

☐ **3**

Teacher makes an accurate assessment of a lesson's effectiveness and the extent to which it achieved its instructional outcomes and can cite general references to support the judgment. Teacher makes a few specific suggestions of what could be tried another time the lesson is taught.

☐ **2**

Teacher has a generally accurate impression of a lesson's effectiveness and the extent to which instructional outcomes were met. Teacher makes general suggestions about how a lesson could be improved.

☐ **1**

Teacher does not know whether a lesson was effective or achieved its instructional outcomes, or teacher profoundly misjudges the success of a lesson. Teacher has no suggestions for how a lesson could be improved.

Summary of Lesson

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Recommendations

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Commendations

--

Observer's Signature: _____ **Date:** _____

Teacher's Signature: _____ **Date:** _____

Your signature certifies that you have received this observation form, not necessarily your agreement with its content.

Appendix D1-B - Pre-Observation Conference Form
PRE-CONFERENCE FORM

TEACHER NAME:

OBSERVER:

GRADE LEVEL/DEPARTMENT:

OBSERVATION DATE:

STATE THE INSTRUCTIONAL OBJECTIVE(S) OF THIS LESSON.

WHERE DOES THIS LESSON FIT WITHIN THE CURRENT UNIT OF STUDY?

WHICH COMMON CORE LEARNING STANDARDS ARE BEING TAUGHT IN THIS LESSON? NYS STANDARDS CAN BE USED IN AREAS OTHER THAN ELA AND MATH.

DESCRIBE THE STRUCTURE OF THE LESSON.

HOW WILL YOU ASSESS STUDENTS TO DETERMINE WHETHER THEY HAVE MET THE LESSON'S OBJECTIVE(S)?

WHAT DO YOU ANTICIPATE WILL BE YOUR GREATEST CHALLENGE IN DELIVERING THIS LESSON?

ARE THERE ANY UNIQUE CHARACTERISTICS OF THE CLASS THAT YOU WOULD LIKE ME TO KNOW ABOUT BEFORE THE OBSERVATION?

TEACHER SIGNATURE

Name:

Date:

ADMINISTRATOR SIGNATURE

Name:

Date:

Your signature certifies that a pre-conference meeting with the observer took place and the contents of this form were reviewed. Please note that clarifying questions may be asked.

Appendix D1-C - Lesson Plan Template

TEACHER NAME:

GRADE LEVEL/DEPARTMENT:

OBSERVER:

OBSERVATION DATE:

STATE THE INSTRUCTIONAL OBJECTIVE(S) OF THIS LESSON.

WHERE DOES THIS LESSON FIT WITHIN THE CURRENT UNIT OF STUDY?

WHICH COMMON CORE LEARNING STANDARDS ARE BEING TAUGHT IN THIS LESSON? NYS STANDARDS CAN BE USED IN AREAS OTHER THAN ELA AND MATH.

PROVIDE A **DETAILED** SUMMARY OF THE LESSON TO BE OBSERVED. BE SURE TO INCLUDE A DESCRIPTION OF ALL ACTIVITIES AS WELL AS A DETAILED ACCOUNT OF THE LESSON STRUCTURE.

HOW WILL YOU ASSESS STUDENTS TO DETERMINE WHETHER THEY HAVE MET THE LESSON'S OBJECTIVE(S)?

WHAT DO YOU ANTICIPATE WILL BE YOUR GREATEST CHALLENGE IN DELIVERING THIS LESSON?

ARE THERE ANY UNIQUE CHARACTERISTICS OF THE CLASS THAT YOU WOULD LIKE ME TO KNOW ABOUT BEFORE THE OBSERVATION?

TEACHER SIGNATURE

Name:

Date:

Please note that clarifying questions may be asked.

ADMINISTRATOR SIGNATURE

Name:

Date:

Appendix D1-D – Post Conference Form

TEACHER NAME:

OBSERVER:

WHAT ARE YOUR THOUGHTS ON THE LESSON?

GRADE LEVEL/DEPARTMENT:

OBSERVATION DATE:

DID YOU ALTER OR ADJUST YOUR INTENDED STRATEGIES AS YOU TAUGHT THE LESSON?

HOW DO YOU KNOW THE STUDENTS LEARNED THE LESSON'S OBJECTIVE(S)?

WHAT WOULD YOU CHANGE ABOUT THE LESSON, IF ANYTHING?

IS THERE ANYTHING ELSE YOU WOULD LIKE TO SHARE ABOUT THIS LESSON?

TEACHER SIGNATURE

Name: _____

Date: _____

ADMINISTRATOR SIGNATURE

Name: _____

Date: _____

Your signature certifies that a post-conference meeting with the observer took place and the contents of this form were reviewed. Please note that clarifying questions may be asked.

Appendix D1-E - Professional Portfolio

The Professional Portfolio is intended to reflect the work, progress, and accomplishments of the District's teachers. It should represent an overview of teachers' best performance and practice in the domains represented below during the school year. It is intended to be a meaningful collection of artifacts to document a teacher's skills and professional growth. It should be a creative, organized reflection of a teacher's experience. The Professional Portfolio may contain elements that require prior approval of the building administrator and/or District Office administrators.

The professional portfolio shall be a collection of evidence about a teacher's practices that:

- a. Is connected to instructional outcomes;
- b. Encourages reflection, revision, and growth;
- c. Reinforces continuing effort and growth;
- d. Provides evidence of exemplary teaching.

The Professional Portfolio should contain representative works from each of the following sub-domains based on Charlotte Danielson's Framework for Teaching. Minimally, the portfolio should include:

Domain 1F – Planning and Preparation - Designing Student Assessments

Domain 4B – Professional Responsibilities – Maintaining Accurate Records

Domain 4C - Professional Responsibilities – Communicating with Families

Domain 4D - Professional Responsibilities – Participating in a Professional Community

Domain 4E - Professional Responsibilities – Growing and Developing Professionally

Domain 4F - Professional Responsibilities – Showing Professionalism

Teacher portfolios will be collected each school year. Building administrators will announce to teachers, in September of each school year, which portion of the portfolio will be collected. Administrators reserve the right to collect all or part of the teacher portfolios.

Portfolio summary sheets will be collected May 15. If schools are closed on May 15, portfolios are due the following school day. ~~on the last school day on or before May 15.~~

Portfolios, or the portion being collected by administration, are due on the last school day prior to May 31.

Appendix D1-F – Locally Selected Measure Scoring Methodology for Teachers of Courses That Do Not Have an NYSED Approved Growth model

1. Each student will be assigned to a performance level*, from 1-4, based on the results from the locally developed baseline or pre-assessment (September/October) and post-assessment (May/June). These are the same assessments used for the Student Learning Objectives; however this model measures achievement while SLOs measure growth.
2. The Achievement Matrix** will be used to determine whether each student, who has taken both a pre-and post assessment, has met his or her achievement benchmark.
3. The percentage of students meeting achievement benchmark will be computed and aligned to the corresponding HEDI Rating in the chart below.

Performance Level* (Score Range Key)

Level	Score Range
1	0-49
2	50-74
3	75-84
4	85-100

Beginning of
Year Assessment

Achievement Matrix** End of Year Assessment Level

	Level 1	Level 2	Level 3	Level 4
Level 1	No	Yes	Yes	Yes
Level 2	No	No	Yes	Yes
Level 3	No	No	No	Yes
Level 4	No	No	No	Yes

				Effective								Developing						Ineffective			
Effectiveness Rating				1 7	1 6	1 5	1 4	1 3	1 2	1 1	1 0		8	7	6	5	4	3	2	1	0
Percentage of students meeting achievement benchmark	≥95	90-94	85-89	84	83	82	81	80	79	78	77	75-76	74	72-73	70-71	68-69	66-67	64-65	62-63	60-61	< 60

Appendix D1-G – Locally Selected Measure Scoring Methodology for Teachers of Courses That Do Have an NYSED Approved Growth model

1. The difference in mean scale scores between the District and New York State on a given NYSED assessment will be calculated.
2. The difference in mean scale scores for the math and ELA assessments in grades 3-5 will be calculated. Grades 6-8 will use only the assessment in their content area.
3. The difference in mean scale scores will then be mapped to the 15/20 point Local rubric as appropriate. **Traditional rounding rules to the nearest tenth will be used, and the nearest score point will be assigned.** Rounding will not result in a change in HEDI rating.

Grades 4-5 Teachers (ELA Assessment)

			Effective						Developing					Ineffective		
APPR Score			13	12	11	10	9	8	7	6	5	4	3	2	1	0
Difference in Grades 3-5 ELA Mean Scale Scores	> or = 17	15,16	13,14	12	11	10	9	8	7	6	5	4	3	2	1	<1

Grades 4-5 Teachers (Math Assessment)

			Effective						Developing					Ineffective		
APPR Score			13	12	11	10	9	8	7	6	5	4	3	2	1	0
Difference in Grades 3-5 Math Mean Scale Scores	> or = 25	24	23	21,22	19,20	17,18	15,16	13,14	11,12	9,10	7,8	5,6	3,4	2	1	<1

Grades 6-8 ELA Teachers

			Effective						Developing					Ineffective		
APPR Score			13	12	11	10	9	8	7	6	5	4	3	2	1	0
Difference in Grades 6-8 ELA Mean Scale Scores	> or = 11	10	9	8.5	8	7.5	7	6.5	6	5.5	5	4	3	2	1	<1

Grades 6-8 Math Teachers

			Effective						Developing					Ineffective		
APPR Score			13	12	11	10	9	8	7	6	5	4	3	2	1	0
Difference in Grades 6-8 Math Mean Scale Scores	> or = 19	18	16,17	14,15	12,13	10,11	9	8	7	6	5	4	3	2	1	<1

If NYSED implements a 20-point scale, the following scoring guidelines will be followed:

1. The difference in mean scale scores between the District and New York State on a given NYSED assessment will be calculated.
2. The difference in mean scale scores for the math and ELA assessments in grades 3-5 will be calculated. Grades 6-8 will use only the assessment in their content area.
3. The difference in mean scale scores will then be mapped to the 20 point Local rubric. **Traditional rounding rules to the nearest tenth will be used, and the nearest score point will be assigned.** Rounding will not result in a change in HEDI rating.

Grades 4-5 ELA Assessment

Grades 3-5 ELA Assessment																					
				Effective									Developing					Ineffective			
APPR Score				17	16	15	14	13	12	11	10	9	8	7	6	5	4	3	2	1	0
Difference in Grades 3-5 ELA Mean Scale Scores	> or = 17	15,16	13,14	12	11	10	9	8	7	6	5	4	3	2	1	0	-1	-2	-3	-4	<-4

Grades 4-5 Math Assessment

			Effective										Developing						Ineffective		
APPR Score				17	16	15	14	13	12	11	10	9	8	7	6	5	4	3	2	1	0
Difference in Grades 3-5 Math Mean Scale Scores	> or = 25	24	23	21, 22	19,20	17, 18	15,16	13,14	11, 12	9,10	7,8	5,6	3,4	2	1	0	-1	-2	-3	-4	<-4

Grades 6-8 ELA Assessment

				Effective									Developing						Ineffective		
APPR Score				17	16	15	14	13	12	11	10	9	8	7	6	5	4	3	2	1	0
Difference in Grades 6-8 ELA Mean Scale Scores	> or = 11	10	9	8.5	8	7.5	7	6.5	6	5.5	5	4	3	2	1	0	-1	-2	-3	-4	<-4

Grades 6-8 Math Assessment

				Effective									Developing						Ineffective		
APPR Score				17	16	15	14	13	12	11	10	9	8	7	6	5	4	3	2	1	0
Difference in Grades 6-8 Math Mean Scale Scores	> or = 19	18	16,1 7	14,1 5	12,1 3	10,1 1	9	8	7	6	5	4	3	2	1	0	-1	-2	-3	-4	<-4

Appendix D1-H – Student Learning Objective Template and Target Bands

Student Learning Objective Template	
Population	<i>These are the students assigned to the course section(s) in this SLO - all students who are assigned to the course section(s) must be included in the SLO. (Full class rosters of all students must be provided for all included course sections.)</i>
Learning Content	<i>The Common Core/NYS Learning Standards for your subject should be used.</i>
Interval of Instructional Time	<i>This is the duration of your course?</i>
Evidence	<i>What specific assessment(s) will be used to measure this goal? This is generally the end of course assessment. If a state assessment is given, it must be included as evidence.</i>
Baseline	<i>What is the starting level of students' knowledge of the learning content at the beginning of the instructional period? This will be derived from the baseline/pre-assessment results.</i>
Target(s)	<i>What is the expected outcome (target) of students' level of knowledge of the learning content at the end of the instructional period?</i>

HEDI Scoring	<i>The percentage of students passing the end of year summative assessment.</i> *Complete the table below using the attached HEDI Scoring Reference Sheet																								
	HIGHLY EFFECTIVE										EFFECTIVE						DEVELOPING				INEFFECTIVE				
																	8	7	6	5	4	3	2	1	0
Rationale	<i>Describe the reasoning behind the choices regarding learning content, evidence, and target and how they will be used together to prepare students for future growth and development in subsequent grades/courses, as well as college and career readiness.</i>																								

Student Learning Objectives – Target Setting (Traditional Rounding Rules To The Nearest Tenth Apply, and The Nearest Score Point Will Be Assigned)

Sept./Oct	May/June															
Class Avg. on Pre-Assessment	Minimum Increase or Decrease in <u>Class Average</u> (out of 100%) from the Baseline/Pre-Assessment to Post-Assessment. All Eastchester District-Developed assessments are out of 100 points. NYSED assessments had their raw points converted to a percentage out of 100.															
	Highly Effective			Effective									Ineffective			
0-9	20	19	18	17	16	15	14	13	12	11	10	9		2	1	0
	>37	37	35.36	33.34	31.32	29.30	27.28	25.26	23.24	21.22	19.20	17.18		4.5	2.3	<2
10-19	20	19	18	17	16	15	14	13	12	11	10	9		2	1	0
	>35	35	33.34	31.32	29.30	27.28	25.26	23.24	21.22	19.20	17.18	15.16		2.3	1	<1
20-29	20	19	18	17	16	15	14	13	12	11	10	9		2	1	0
	>33	33	31.32	29.30	27.28	25.26	23.24	21.22	19.20	17.18	15.16	13.14		2	1	<1
30-39	20	19	18	17	16	15	14	13	12	11	10	9		2	1	0
	>31	31	29.30	27.28	25.26	23.24	21.22	19.20	17.18	15.16	13.14	11.12		2	1	<1
40-49	20	19	18	17	16	15	14	13	12	11	10	9		2	1	0
	>26	26	25	24	23	21.22	19.20	17.18	15.16	13.14	11.12	9.10		2	1	<1
50-59	20	19	18	17	16	15	14	13	12	11	10	9		2	1	0
	>24	24	23	22	21	19.20	17.18	15.16	13.14	11.12	9.10	7.8		1.2	1.1	<1.1
60-69	20	19	18	17	16	15	14	13	12	11	10	9		2	1	0
	>19	19	18	17	16	15	14	13	11.12	9.10	7.8	5.6		1.4	1.1	<1.1
70-79	20	19	18	17	16	15	14	13	12	11	10	9		2	1	0
	>15	15	14	13	12	11	10	9	8	7	5.6	3.4		1.1	1	<1
80-89	20	19	18	17	16	15	14	13	12	11	10	9		2	1	0
	>10	10	9	8	7	6	5	4	3	2	1	0.9		0.2	0.1	<0.1
90-94	20	19	18	17	16	15	14	13	12	11	10	9		2	1	0
	>4.4	4.4	4.1	4	3.5	3	2.5	2	1.5	1	.9	.8		.1	0	<0
95-99	20	19	18	17	16	15	14	13	12	11	10	9		2	1	0
	>0.9	.9	.8	.7	.6	.5	.4	.3	.2	.1	0	-.1		-.8	-.9	<-.9
100	20	19	18	17	16	15	14	13	12	11	10	9		2	1	0
	0	-.1	-.2	-.3	-.4	-.5	-.6	-.7	-.8	-.9	-1	-1.1		-1.8	-1.9	<-1.9

Appendix D1-I – Teacher Improvement Plan (TIP)

EASTCHESTER TEACHER IMPROVEMENT PLAN:

INTRODUCTION

The Teacher Improvement Plan (TIP) is a component of the Annual Professional Performance Review (APPR) requirements of the Regulations of the Commissioner of Education

In this Plan, "Teacher" refers to any "classroom teacher" as defined in the Regulations of the Commissioner. A TIP will be initiated for a teacher receiving a composite effectiveness rating of "developing" or "ineffective". The purpose of this process is to assist the teacher to identify, improve and consistently apply the APPR criteria in her/his work.

IMPLEMENTATION OF A TIP

A. Timing of a TIP:

1. A teacher who has received a composite effectiveness rating of "developing" or "ineffective" will be placed on a TIP as soon as practical, but in no case later than ten (10) school days after the opening of classes for the school year following the "developing" or "ineffective" rating.
2. The length of the TIP will generally be for the period of time as stated in the TIP. In no event should a TIP go beyond the end of the school year.

B. General Requirements of a TIP:

The plan shall identify the specific areas needing improvement, standards or rubric based goals, relevant timelines, the manner of assessing improvement, and associated activities and support. The TIP process shall include the components listed below.

- a) ETA representative, if requested by the teacher, may attend all conferences.
- b) An initial planning conference between teacher and supervisor shall be held no later than ten school days after the first day of class;
- c) A minimum of three classroom observations (by the principal and/or other administrator) shall occur, including pre- and post-conferences, and associated forms.
- d) A second contributing evaluator shall be assigned to conduct some of the classroom observations.
- e) Working with the supervisor, the teacher will select or design support activities for inclusion in the plan (e.g., mentor, peer coaching, course work, in-service activities, visits to other classrooms).
- f) A final conference to assess progress will be held no later than May 31 of the school year in which the plan is in effect.

C. Costs of the TIP:

All costs associated with the actions required by the District, including but not limited to, tuition, fees, books and travel shall be borne by the District in their entirety.

**EASTCHESTER UNION FREE SCHOOL DISTRICT
TEACHER IMPROVEMENT PLAN (TIP) FORM**

TEACHER _____

DATE DEVELOPED _____

HEDI RATING FROM PREVIOUS YEAR _____

ADDITIONAL TIP PARTICIPANTS (if applicable):

DOMAIN(S) WHICH NEED TO BE ADDRESSED: (please refer to Danielson's Components of Professional Practice: to provide further direction, administrator may list component(s) or sub-domain(s) as well).

A. Describe Area(s) in Need of Improvement:

B. The Performance Goals, Expectations, Benchmarks Standards and Timelines the Teacher must meet in order to achieve an Effective Rating.

C. How Improvement will be Measured and Monitored (provide for periodic reviews of program and goal achievement)

- D. The district will make available to assist the teacher appropriate differentiated professional development opportunities, materials, resources and support, and where appropriate, assign a mentor.

OUTCOMES

_____ 1. AREAS(S) IN NEED OF IMPROVEMENT HAVE BEEN ADDRESSED: TIP SUCCESSFULLY RESOLVED

_____ 2. PROGRESS NOTED; CONTINUATION OF TIP (SEE EXPLANATION ON PAGE 3)

_____ 3. AREA(S) IN NEED OF IMPROVEMENT UNRESOLVED; FURTHER ACTION TO BE DETERMINED (SEE EXPLANATION BELOW)

ADMINISTRATOR SIGNATURE: _____ DATE: _____

TEACHER SIGNATURE: _____ DATE: _____

EXPLANATORY NOTES OF THE ADMINISTRATOR, IF NECESSARY:

EXPLANATORY NOTES OF THE TEACHER, IF NECESSARY:

Appendix D1-J – Appeals Process

1. Within fourteen (14) calendar days of the receipt of a teacher's annual evaluation, the teacher may request, in writing, review by the original evaluator.
2. The appeal writing shall articulate in detail the basis of the appeal to the original evaluator. As set forth in Section 3012-c of the Education Law, the evaluated teacher may only challenge:
 - The substance of the annual professional performance review;
 - The school district's adherence to the standards and methodologies required for such reviews pursuant to Section 3012-c of the Education Law;
 - The school district's adherence to the regulations of the commissioner and compliance with any applicable locally negotiated procedures; and
 - The school district's issuance and/or implementation of the terms of the teacher improvement plan.
3. The parties herewith acknowledge that unit members shall not be permitted to appeal for any other reason, including, but not limited to, alleged claims of bias, retaliation and/or inequitable application of the evaluation process and/or procedures.
4. Performance ratings of "ineffective" and "developing" are the only ratings subject to appeal for tenured teachers. Teachers who receive ratings of "highly effective," or "effective" shall not be permitted to appeal their rating.
5. Non-tenured teachers shall only be permitted to appeal performance ratings of "ineffective" or "developing" from the year in which tenure is to be recommended. Non-tenured teachers shall not be permitted to appeal ratings in any year prior to the year in which tenure is being recommended. Non-tenured teachers who receive a rating of "highly effective" or "effective," shall not be permitted to appeal their rating.
6. The filing of an appeal pursuant to this appeals procedure shall have no bearing and shall in no way limit and/or impair the Board of Education's unfettered right to terminate non-tenured teachers in accordance with applicable law. The timelines for the termination of a non-tenured teacher set forth in Education Law Section 3031 shall in all instances supersede the timelines set for in this appeals procedure such that pending appeals shall be deemed withdrawn to the extent a response is due, at any stage, subsequent to the non-tenured teacher as a result of filing an appeal under this procedure.
 - Burden of Proof lies on teacher
 - One (1) appeal per APPR
7. Within five (5) school days of receipt of the appeal, the original evaluator shall render a determination, in writing, respecting the appeal.

8. Within five (5) school days of the teacher's receipt of the original evaluator's determination, the teacher may request, in writing, review by the Superintendent of Schools. Failure to articulate a particular basis for the appeal in the appeal writing to the Superintendent of Schools shall be deemed a waiver of that claim and shall not be considered by the Superintendent when his determination is rendered. In all other respects said appeal shall be consistent with the requirements set forth in subparagraphs two (2) through five (5) above.
9. Within five (5) business days of receipt of the appeal, the Superintendent of Schools shall render a final and binding determination, in writing, respecting the appeal.
10. The determination of the Superintendent of Schools shall not be grievable, arbitrable, nor reviewable in any other forum. The Superintendent shall consult with the ETA prior to rendering his determination. In the event the Superintendent is unable to consult with the ETA, his time to respond shall be extended accordingly subject to paragraph six (6) above.
11. Evaluations may only be appealed once.

APPENDIX D2
TEACHING ASSISTANT EVALUATION FORM

**EASTCHESTER UNION FREE SCHOOL
DISTRICT
Eastchester, New York**

TEACHING ASSISTANT EVALUATION

TEACHING ASSISTANT: _____

EVALUATOR: _____

DATE: _____

EASTCHESTER UNION FREE SCHOOL DISTRICT

Teaching Assistant Evaluation

Rationale:

The District's Annual Professional Performance Review Plan (APPR) Committee beginning in 2003 and continuing into 2005 undertook the work described in this document. The Committee attempted to balance the requirements of the Commissioner's Regulations with the needs of the Eastchester Schools to create a plan that is responsive to student and teacher needs. This document represents the mechanism by which teacher evaluation will move forward in this District. However, the Committee believes that quality results will be attained not by means of the mechanism alone, but by the quality of thinking and cooperative, reflective dialogue that takes place within this structure. For these reasons the ETA and the District encourage the use of a voluntary pre-observation process.

The purposes of professional staff evaluation aim at improvement and accountability for both the individual teachers and the school system as a whole. The process is intended to respect teaching as a profession, and to design valuable evaluation systems to improve teacher-administrator communication, and increase teacher awareness of instructional goals and classroom practices. These can create a sense of team effort and establish goals common to all educators. The opportunities for feedback and discussions about standards of good practice help to eliminate the sense of teacher isolation. Increasingly, "supervision" is evolving into a collegial process based on reflection, experimentation, and problem-solving, altering the roles and responsibilities of educators. Therefore, teachers and evaluators must be able to hold reflective conversations that provide constructive feedback.

In order to successfully implement the APPR Plan, the district administrators will be provided with professional development to acquire a depth of understanding in order to lend the best possible support to professional staff. Administrators will have professional development designed to provide them with a strong knowledge base of each curriculum and assessment area, and the instructional delivery methods necessary to support student success.

INSTRUCTIONS FOR USE OF EVALUATION FORM:

Instruction Form—Teaching Assistant Evaluation (This form is part of the Evaluation Report)

The following procedures should be observed in the use of this instrument:

1. Evaluators should place a check in the appropriate box for the items observed. If performance on any given item seems exceptional to the observer, the observer should note such performance in the narrative.
2. Any item checked as "NI" must be specified in the narrative together with remedial suggestions.
3. The narrative may include any comments not covered by the checklist of outstanding or unique performance by the teacher. Negative comments should be restricted to items on the checklist or to matters considered as contractual responsibilities.

Levels of Performance

Evaluators are requested to check box in item observed:

NI- *Needs Improvement*— Does not meet the expectation of the evaluation criteria.

D- *Developing*— Shows growth in working toward meeting the expectation of the evaluation criteria.

A - *Acceptable*— Adequately meets the expectation of the evaluation criteria.

P - *Proficient*— Meets or exceeds the expectation of the evaluation criteria.

Performance Evaluation Criteria

Teaching Assistants: INSTRUCTIONAL DUTIES PERFORMED UNDER GENERAL SUPERVISION OF A TEACHER

	P	A	D	NI
<u>Content Knowledge:</u> The Teaching Assistant demonstrates sufficient knowledge to provide support in the classroom.				
1. Assists students in their efforts to understand subject matter/lesson goals of the teacher.				
<u>Preparation:</u> The Teaching Assistant shall demonstrate appropriate preparation and employ the necessary pedagogical practices to support instruction.				
2. Shows evidence of the ability to modify and adjust materials where appropriate to make subject matter accessible to students.				
<u>Instructional Delivery:</u> This preparation results in active student involvement and appropriate Teaching Assistant/student interaction resulting in student learning.				
3. Utilizes classroom materials and school resources including technology, where appropriate, efficiently and effectively.				
4. Checks for understanding. When necessary, adjusts methods and strategies to meet each student's level of comprehension.				

	P	A	D	NI
5. Encourages student participation.				
6. Engages students in learning.				
7. Provides positive reinforcement to student responses.				
<u>Classroom Management:</u> The Teaching Assistant shall demonstrate classroom management skills that are supportive of diverse student learning needs and a positive learning environment.				
8. Demonstrates appropriate discipline strategies.				
9. Gives students appropriate time to understand key concepts and complete assigned tasks.				
10. Assists in creating a classroom community based on mutual respect, understanding and tolerance.				
<u>Student Development:</u> The Teaching Assistant shall demonstrate knowledge of student development, an understanding and appreciation of diversity, and the regular application of developmentally appropriate instructional strategies to the benefit of all students.				
11. Encourages students to express their own ideas and to formulate questions appropriate for goals/objectives of the lesson.				
12. Assists in creating a learning environment where students develop skills to work cooperatively and respectfully with others.				

	P	A	D	NI
13. Fosters student confidence and encourages behaviors that promote learning and problem solving.				
<u>Student Assessment:</u> The Teaching Assistant shall demonstrate that he or she implements assessment techniques based on appropriate learning standards designed to measure students' progress in learning.				
14. Utilizes assessments appropriate for goals.				
15. Effectively communicates assessment criteria to students.				
16. Provides opportunities for students to use feedback to improve their understanding of the content area/skill.				

Evaluation should be signed and dated by evaluator before submitting it to teacher.

Check list shall be submitted to the teacher within two (2) school days.

Final narrative shall not be submitted for teacher's signature until after a conference. The conference shall take place no more than eight (8) school days after the observation.

Date:

Evaluator's Signature: _____

Narrative Comments by Evaluator and Teacher:

(Additional comments may be attached on separate sheet)

Narrative Comments:

Evaluator Comments:

A. No comments needed_____ (initial)

B. No additional comments attached_____ (initial)

Teacher

Date

Class

Time Observed

Summary of Observation:

I have read this report and it has been discussed with me and I have received a copy.

Date: _____

Teaching Assistant's Signature: _____

Evaluator's Signature: _____

I HAVE ATTACHED ADDITIONAL COMMENTS:

Signature

Teaching Assistant Comments:

APPENDIX D3
PSYCHOLOGIST/GUIDANCE COUNSELOR EVALUATION FORM

(This page intentionally left blank)

**EASTCHESTER UNION FREE SCHOOL
DISTRICT
Eastchester, New York**

Psychologist/Guidance Counselor Evaluation

PSYCHOLOGIST/COUNSELOR: _____

EVALUATOR: _____

DATE: _____

EASTCHESTER UNION FREE SCHOOL DISTRICT

Psychologist/Guidance Counselor Evaluation

Rationale:

The District's Annual Professional Performance Review Plan (APPR) Committee beginning in 2003 and continuing into 2005 undertook the work described in this document. The Committee attempted to balance the requirements of the Commissioner's Regulations with the needs of the Eastchester Schools to create a plan that is responsive to student and teacher needs. This document represents the mechanism by which teacher evaluation will move forward in this District. However, the Committee believes that quality results will be attained not by means of the mechanism alone, but by the quality of thinking and cooperative, reflective dialogue that takes place within this structure. For these reasons the ETA and the District encourage the use of a voluntary pre-observation process.

The purposes of professional staff evaluation aim at improvement and accountability for both the individual teachers and the school system as a whole. The process is intended to respect teaching as a profession, and to design valuable evaluation systems to improve teacher-administrator communication, and increase teacher awareness of instructional goals and classroom practices. These can create a sense of team effort and establish goals common to all educators. The opportunities for feedback and discussions about standards of good practice help to eliminate the sense of teacher isolation. Increasingly, "supervision" is evolving into a collegial process based on reflection, experimentation, and problem-solving, altering the roles and responsibilities of educators. Therefore, teachers and evaluators must be able to hold reflective conversations that provide constructive feedback.

In order to successfully implement the APPR Plan, the district administrators will be provided with professional development to acquire a depth of understanding in order to lend the best possible support to professional staff. Administrators will have professional development designed to provide them with a strong knowledge base of each curriculum and assessment area, and the instructional delivery methods necessary to support student success.

INSTRUCTIONS FOR USE OF EVALUATION FORM:

Instruction Form—Psychologist/Guidance Counselor Evaluation (This form is part of the Evaluation Report)

The following procedures should be observed in the use of this instrument:

4. Evaluators should place a check in the appropriate box for the items observed. If performance on any given item seems exceptional to the observer, the observer should note such performance in the narrative.
5. Any item checked as "NI" must be specified in the narrative together with remedial suggestions.
6. The narrative may include any comments not covered by the checklist of outstanding or unique performance by the teacher. Negative comments should be restricted to items on the checklist or to matters considered as contractual responsibilities.

Levels of Performance

Evaluators are requested to check box in item observed:

NI- Needs Improvement – Does not meet the expectation of the evaluation criteria.

D- Developing – Shows growth in working toward meeting the expectation of the evaluation criteria.

A - Acceptable – Adequately meets the expectation of the evaluation criteria.

P - Proficient – Meets or exceeds the expectation of the evaluation criteria.

Performance Evaluation Criteria

Psychologist/Guidance Counselor

	P	A	D	NI
<u>Content Knowledge:</u> The professional shall demonstrate a thorough knowledge of his/her disciplinary area of expertise.				
1. Exhibits knowledge of disciplinary area, school and district policies and New York State Standards.				
2. Exhibits knowledge of child/adolescent development in planning and delivery.				
<u>Preparation:</u> The professional shall demonstrate appropriate preparation employing the necessary practices to implement his/her responsibilities.				
3. Establishes goals and objectives consistent with students' needs.				
4. Plans strategies, methods and materials appropriate for specific objectives consistent with students' needs.				
<u>Pupil Personnel Service Delivery (Instructional Delivery):</u> The professional shall demonstrate that the delivery of services results in active student involvement, appropriate professional/student interaction, and meaningful plans for student academic/personal growth.				
5. Fosters a positive student/professional relationship based upon mutual caring and respect.				
6. Clearly communicates to participants the goals and objectives of session.				
7. Draws session to logical close.				

	P	A	D	NI
8. Monitors students' needs and understanding, and adjusts the approach as necessary.				
9. Encourages student participation and engages students.				
10. Communicates a positive, supportive attitude.				
11. Demonstrates flexibility and good judgment in dealing with daily events and situations.				
<u>Classroom Management:</u> The professional shall demonstrate classroom management skills in all settings supportive of diverse student needs, which create an environment conducive to student growth.				
12. Creates an environment in which each student feels like a valued individual/member of the class community and which fosters students' growth.				
13. Utilizes time, materials and school resources efficiently and effectively.				
<u>Student Development:</u> The professional shall demonstrate a knowledge of student development, and understanding and appreciation of diversity and the regular application of developmentally appropriate strategies for the benefit of all students.				
14. Encourages students to express their own ideas and to formulate questions and find their own answers.				
15. Creates a learning environment where students develop skills to work cooperatively and respectfully with others.				
16. Fosters student confidence and encourages behaviors that promote learning and problem solving.				

	P	A	D	NI
<u>Student Assessment:</u> The professional shall demonstrate that he or she implements and understands assessment techniques based on appropriate learning standards designed to measure students' progress, as well as need for affective educational/personal growth.				
16. Effectively communicates assessment criteria to students.				
17. Provides opportunities for students to use feedback to improve their understanding of the content area/skill.				

Evaluation should be signed and dated by evaluator before submitting it to teacher.

Check list shall be submitted to the teacher within two (2) school days.

Final narrative shall not be submitted for teacher's signature until after a conference. The conference shall take place no more than eight (8) school days after the observation.

Date:

Evaluator's Signature: _____

Narrative Comments by Evaluator and Teacher:

(Additional comments may be attached on separate sheet)

Narrative Comments:**Evaluator Comments:**

C. No comments needed_____ (initial)

D. No additional comments attached_____ (initial)

Teacher

Date

Class

Time Observed

Summary of Observation:

I have read this report and it has been discussed with me and I have received a copy.

Date: _____

Psychologist/Guidance Counselor's Signature:

Evaluator's Signature: _____

I HAVE ATTACHED ADDITIONAL COMMENTS _____
Signature

Psychologist/Guidance Counselor Comments:

APPENDIX D4
CLASSIFIED EMPLOYEE PERFORMANCE EVALUATION FORM
(OCCUPATIONAL THERAPIST)

Instructions to Evaluator:

Evaluators should refer to the employee's job description when completing this form; the evaluation should focus on the employee's ability to perform the job duties listed in the job description.

Probationary employees must be evaluated 3 times during their probationary period, at 12 weeks, 6 months and 10 months (before the end of the probationary period). Permanent employees must be evaluated once annually.

Indicate the evaluation of the employee's job performance by placing a check mark in the appropriate rating column.

The ratings are as follows:

Excellent: Performance is consistently exemplary in all respects. There is evidence of extra effort and results that exceed expectation.

Satisfactory: Meets job requirements. Accomplishes all duties in the task area in a reasonable and consistent manner with normal expectations of proficiency and facilitates the normal flow of work in the assigned unit. Performance meets expectations, standards and requirements of the given task.

Needs Improvement: Performs duties to a level that is below the expectations of the position. Is in need of improvement to meet the duties in the task area in a reasonable and consistent manner. Fails to meet the job requirements.

Evaluators should discuss the evaluation results with the employee. Employees will be given a copy of the evaluation for their own records. Both the evaluator and employee must sign the evaluation form. The employee signature indicates only that the employee receive a copy of the evaluation. It does not necessarily signify employee concurrence. Both employee and evaluator are strongly encouraged to include written comments.

EASTCHESTER UNION FREE SCHOOL DISTRICT

CLASSIFIED EMPLOYEE PERFORMANCE EVALUATION

Employee Name	Position Title	Today's Date

Building	Immediate Supervisor's Name
	Immediate Supervisor's Title
Hire Date:	
Probation End Date:	

Reason for Evaluation: <input type="checkbox"/> Annual Review <input type="checkbox"/> Probation 1 <input type="checkbox"/> Probation 2 <input type="checkbox"/> Probation 3 – Permanent Status Review	How long has employee worked in this department?	
	How long has employee worked in this position?	
	How long has employee worked under your supervision?	

Performance Factors

EXCELLENT

SATISFACTORY

**NEEDS
IMPROVEMENT***

A. CAPACITY OF WORK

The extent to which the employee accomplishes assigned work within a specific time period.			
--	--	--	--

B. QUALITY OF WORK

The extent to which the employee's work is well executed, thorough and accurate.			
--	--	--	--

C. KNOWLEDGE OF ASSIGNMENT

The extent to which the employee knows and demonstrates how and why to do all phases of assigned work.			
--	--	--	--

D. COMMUNICATION/COOPERATION WITH OTHERS

The manner in which the employee communicates with other individuals. Consider the employee's tact, courtesy, and effectiveness in dealing with others.			
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Performance Factors

EXCELLENT	SATISFACTORY	NEEDS IMPROVEMENT*
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E. ATTENDANCE AND RELIABILITY

The extent to which employee arrives on time and demonstrates consistent attendance; the extent to which the employee contacts supervisor on a timely basis when employee will be late or absent.

F. INITIATIVE

The extent to which the employee is self-directed and resourceful in meeting job objectives; consider how well the employee follows through on assignments or procedures to effectively meet changing circumstances.

G. ADAPTABILITY/FLEXIBILITY

The extent to which the employee demonstrates the ability and willingness to accept new/more complex duties/responsibilities.

** A "Needs Improvement" indication requires a full and detailed explanation below. If more space is needed please attach an additional sheet.*

EVALUATOR COMMENTS (attach additional sheet if necessary):

EMPLOYEE COMMENTS (attach additional sheet if necessary):

TO BE COMPLETED ONLY AT LAST EVALUATION BEFORE END OF PROBATIONARY PERIOD

- ☐ I recommend this probationary employee become permanent and continuous.
- ☐ I recommend this probationary employee be dismissed before the end of the probationary period and will submit the appropriate forms.
- ☐ Employee resigned before completion of probationary period. (It is important that Human Resources receive this form even if employee has resigned.)

Supervisor's Signature & Title	Date	Administrative Signature	Date

I have been advised of my performance ratings. I have discussed the contents of this review with my supervisor. My signature does not necessarily imply agreement.

Employee's Signature & Title	Date

- ☐ Employer has attached comments to this evaluation.
- ☐ Employee has attached comments to this evaluation.

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