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Contract Database Metadata Elements

Title: **Odessa-Montour Central School District and Odessa-Montour Teachers Association (2007)**

Employer Name: **Odessa-Montour Central School District**

Union: **Odessa-Montour Teachers Association**

Local:

Effective Date: **07/01/07**

Expiration Date: **06/30/10**

PERB ID Number: **5844**

Unit Size: **80**

Number of Pages: **62**

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AGREEMENT

between the

ODESSA-MONTOUR TEACHERS ASSOCIATION

and the

ODESSA-MONTOUR CENTRAL SCHOOL DISTRICT

7/1 6/30
2007 - 2010

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**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

80

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PREAMBLE

THIS AGREEMENT made this ____ day of _____, 2007, by and between the ODESSA-MONTOUR CENTRAL SCHOOL DISTRICT, hereinafter called "District," party of the first part, and the ODESSA-MONTOUR TEACHERS ASSOCIATION, hereinafter called "Association," party of the second party.

In consideration of the mutual agreements herein contained, the parties hereto do hereby agree as follows:

ARTICLE 1 - RECOGNITION

§ 1.1 Recognition • unit defined. The District hereby recognizes the Association as the exclusive bargaining agent for all certified professional personnel, except Administrators and all others who evaluate teachers employed by the District, including all teachers and all other personnel holding teaching certificates including, without limitation, school nurse teacher, librarians, dental hygienists, guidance personnel, and student attendance teachers who are employees of the District. The unit shall not include per diem substitutes but shall include long-term substitutes and teaching assistants.

§ 1.2 Exclusivity. The District agrees not to negotiate with any other organization with respect to teachers in the Association during such period as the Association remains unchallenged and shall neither recognize nor negotiate with any organization claiming to represent employees in such unit during such period as any challenge remains unresolved.

ARTICLE 2 - DEFINITIONS

§ 2.1 Definitions. As used in this Agreement:

- (a) The term "Association" means the Odessa-Montour Teachers Association.
- (b) The term "Board" means the Board of Education of the Odessa-Montour Central School District.
- (c) The term "District" means the Odessa-Montour Central School District.
- (d) The term "Superintendent" means the Superintendent of Schools of the Odessa-Montour Central School District.
- (e) The term "teacher" means any person represented by the Odessa-Montour Teachers Association as his negotiating representative.
- (f) The term "secondary" means any grade level from grade 6-12 in the Odessa-Montour Central School District.

§ 2.2 Gender and number. Whenever the context so requires, the use of words in this Agreement in the singular shall be construed to include the plural, and words in the plural shall be construed to include the singular. Words, whether they are in the masculine, feminine or neuter gender, shall be construed to include all of the said genders, unless the context would require that the gender apply to only one sex. By the use of the aforesaid genders, it is understood that it is for convenience purposes only, and that said use is not to be interpreted to be discriminatory by reason of sex.

ARTICLE 3 - DURATION

§ 3.1 Duration. Except as otherwise specified herein, this contract shall be retroactive to July 1, 2007 and shall continue in full force and effect until June 30, 2010.

ARTICLE 4 - REPRODUCTION OF AGREEMENT

§ 4.1 Reproduction of agreement. Upon ratification, the Association and the District shall each pay one-half (1/2) the cost of reproducing one hundred twenty-five (125) copies of this agreement.

ARTICLE 5 - PART-TIME TEACHERS

§ 5.1 Defined. The term part-time teacher will mean any teacher assigned to work less than the teacher workday or work week. A teacher assigned to teach full-time for a part of a year will be considered as a full-time teacher for the period worked. A secondary teacher assigned to teach five (5) or more classes will be considered to be full-time.

§ 5.2 Benefits. Unless otherwise stipulated elsewhere in this Agreement, all teachers shall be covered by the terms and conditions set forth in the Agreement. Where appropriate (e.g., sick leave), benefits will be prorated.

§ 5.3 Health insurance. With respect to health insurance coverage, part-time teachers shall be covered in accordance with the regulations sets forth by the insurance Plan. It is understood that all teachers who meet the Plan's eligibility shall receive coverage consistent with Article 17.

§ 5.4 Extra duties. Part-time teachers will have extra duties assigned on a prorated basis.

§ 5.5 Preparation time. A secondary teacher assigned to teach three (3) or more classes will be entitled to preparation time as set forth in §7.2. An elementary teacher assigned to teach one hundred twenty (120) or more minutes per day will be entitled to receive at least twenty-five (25) minutes of preparation time each day.

§ 5.6 Duty-free lunch. A secondary teacher assigned to teach either three (3) or four (4) classes will be entitled to receive a duty-free lunch period each day. An elementary teacher assigned to teach one hundred twenty (120) or more minutes per day will be entitled to receive a thirty (30) minute duty-free lunch period.

§ 5.7 Salary calculation.

(a) Secondary teachers. The salary for a part-time secondary teacher will be calculated by multiplying a fraction by the teacher's full-time salary. The fraction will be the greater of the following formulas.

(1) The number of classes assigned to teach during the four (4) day cycle divided by twenty (20); or,

(2) A fraction whose numerator is the sum of the assigned classes, additional duties, preparation periods and duty-free lunch period in the four (4) day cycle and whose denominator is thirty-six (36).

(b) Elementary teachers. The salary for a part-time elementary teacher will be calculated by multiplying a fraction by the teacher's full-time salary. The denominator of the fraction will be the

number of minutes in the full-time teacher's workweek and the numerator will be the number of minutes worked. Included in the numerator will be the duty-free lunch period and all preparation times as well as any other time the teacher is required to be in school during the work week.

(c) Teachers assigned for one (1) or more days per week. Part-time teachers who are assigned to work one (1) or more but fewer than five (5) full days per week will have their salary calculated by multiplying the teacher's full-time salary by a fraction whose denominator is five (5) and whose numerator is the number of full days per week the teacher works.

§ 5.8 Continuous work time. The District agrees that in scheduling instructional time to part-time teachers, it will make every effort to ensure that there will not be interrupted, non-compensated time between the time the teacher begins work and the end of the teacher's workday. Absent agreement between the District and the Association, there will be no more than forty-five (45) minutes of non-compensated time between the start and end of a teacher's workday.

§ 5.9 Conference attendance. A part-time teacher who voluntarily attends a conference will be paid his regular part-time daily rate based on his prorated, part-time annual salary. A part-time teacher who is directed to attend a conference will be paid a full-day's rate based on his annual salary, as said salary would be calculated for a full-time teacher.

ARTICLE 6 - ASSOCIATION PRIVILEGES

§ 6.1 Release time for Association President. The Association President shall be granted two (2) periods per week (approximately one and one-half [1-1/2] hours) to devote to Association business. This release time shall be regularly scheduled as mutually agreed upon by the building Principal and the Association President. This time shall be taken from supervisory duties.

§ 6.2 Days for Association business. The Association shall be entitled to a total of eight (8) leave days in any one (1) contract year to conduct Association business outside the District. Each day's leave of absence shall not be deducted from any other leave. The Association shall reimburse the District for the salary and cost of fringe benefits of the substitute if a substitute is used to replace the absent teachers.

§ 6.3 Use of facility • equipment. The Association shall have the right to use school buildings without cost for its meetings and other business, provided that such use will not conflict with previously-scheduled school events. The Association will be allowed reasonable use of duplication facilities. The Association will purchase supplies, if necessary, and may be required to pay charges at the same rate charged other organizations.

§ 6.4 New teacher orientation. If the District has an orientation program for new teachers prior to the first workday each school year, the Association shall be given the opportunity to speak to new teachers as a part of the program. The Association may consult with Administration with respect to planning the program.

§ 6.5 Travel time for Association meetings. Teachers shall be allowed to attend Association meetings when such attendance and/or travel time does not interfere with student contact time. Said meetings shall not exceed one per month unless there is mutual agreement between the Association President and the Superintendent.

ARTICLE 7 - WORKING CONDITIONS

§ 7.1 Secondary teacher assignments.

(a) The District shall make every effort within staffing and budget limitations to schedule teacher assignments to limit secondary teachers to two (2) Regents-level laboratory courses per day or three (3) different preparations per day. During the construction of the next school year's tentative secondary schedule if a teacher has more than two (2) Regents-level laboratory courses per day or more than three (3) preparations per day, the principal shall inform the teacher in writing by June 1. If the schedule is not acceptable to the teacher, the District shall explore alternative ways of scheduling. If the matter is not resolved, a meeting shall be held among the secondary principal, respective department chairperson, if applicable, and the teacher. The meeting shall occur before the finalization of the schedule. This process will be concluded before August 15.

(b) A secondary teacher assigned to more than five (5) classes per day shall receive an additional preparation period on alternate days for each extra class taught in excess of five (5) classes per day.

§ 7.2 Preparation time.

(a) In addition to the thirty (30) minute duty-free lunch period, each secondary teacher shall have at least one (1) uninterrupted preparation period per day equal to the secondary class period. Each elementary teacher at H.A. Hanlon shall have a forty (40) minute uninterrupted lunch and shall have forty (40) minutes of uninterrupted preparation time per day. Each elementary teacher at B.C. Cate shall have a thirty (30) minute duty-free lunch period and shall have forty (40) minutes of preparation time per day, with twenty-five (25) minutes of said time being uninterrupted. During recess period at B.C. Cate, three (3) days per week, teachers may be asked to attend meetings, conferences, provide student supervision, discipline students, do curriculum work, and tutor students. Twenty-five (25) minutes per week, teachers may be asked to do supervision between 8:00 and 8:15 a.m.

(b) Department chairmen and grade level coordinators will be given two (2) periods for budget preparation unless they already have more than forty (40) minutes free time beyond what is indicated above.

(c) The District shall arrange preparation time to occur during the student contact day.

(d) When an elementary teacher's schedule includes six (6) special class periods (i.e., music, physical education, etc.) in a week, the teacher shall be provided with one (1) day per week when the teacher shall have one (1) extra preparation period equal to the length of that special class period.

§ 7.3 **Emergency assignment of teachers.** At the request of the building Principal, a teacher may be asked to give up his preparation period not more than two (2) times in a ten (10) week period. To the extent practicable, assignment shall be allocated equitably among the teachers with adjustments being made, particularly in regard to those teachers having preparation periods at the beginning of the school day. Should teachers having preparation periods in the beginning of the school day be allocated assignments while others have not, the building Principal will attempt to make practicable adjustments among the teachers.

§ 7.4 **Preparation of lesson plans.** All teachers recognize that pre-planning enhances the effectiveness of lessons. Each teacher's planning should be appropriate to his subject matter. If a method of planning other than the standard plan book is used, it is incumbent upon the teacher to discuss alternative methods of preparing lesson plans with the building Principal. The building Principal may request lesson plans in writing.

1
2 **§ 7.5 Faculty workroom.** The Board shall make available one mutually agreed upon
3 faculty room in the secondary and elementary school buildings for faculty use equipped with a computer
4 with printer capability in good working order, a copy machine in good working order in the Hanlon and
5 B.C. Cate buildings, a microwave oven, a refrigerator, a desk and chair, and comfortable furniture for use
6 by teachers.
7

8 **§ 7.6 Parental conference.** When a teacher is having a serious problem with a student
9 concerning citizenship, discipline or academic work, the teacher shall so notify the parent and request a
10 conference. If requested by the teacher, the Administrator may arrange and attend the conference.
11

12 **§ 7.7 Lunch hour.** Each teacher will be granted a full thirty (30) minute period for lunch,
13 uninterrupted except for emergency situations, and will have the opportunity to eat in the Teachers'
14 Dining Room at Odessa and the Teachers' Room at Montour Falls during said period.
15

16 **§ 7.8 Faculty meetings.**
17

18 (a) Whenever possible, prior to calling a faculty meeting, the appropriate administrator
19 will give advance notification and will provide teachers with an agenda. Faculty meetings will be
20 approximately one (1) hour in length. If a meeting extends beyond this amount of time, such attendance
21 by teachers is voluntary in nature. If a teacher is absent on a day a faculty meeting is held, the teacher is
22 responsible for reviewing the minutes of the faculty meeting when he returns to work. In addition, up to
23 six (6) of the regularly scheduled faculty meetings may be extended to a total of not more than two (2)
24 hours in duration.
25

26 (b) Teachers will be allowed to use the school facilities in which the faculty meeting is
27 held for Association business after the end of the faculty meeting provided, however, that no teacher will
28 be required by the District to remain beyond the end of the faculty meeting and into the Association
29 meeting.
30

31 **§ 7.9 Telephone.** Each teacher's classroom or workstation shall have a telephone with
32 access to an outside line.
33

34 **§ 7.10 Notice of teaching assignment.** The District shall provide teachers with notice of
35 their expected teaching assignment for each school year by June 15 of the prior school year.
36

37 **ARTICLE 8 - TEACHER WORKDAY**
38

39 **§ 8.1 Length.** The teacher workday shall be seven (7) hours and fifteen (15) minutes,
40 including the duty-free lunch period.
41

42 **§ 8.2 Assigned stations.** All teachers shall be in their assigned classrooms, offices,
43 stations, or bus duties prior to the time students arrive on and exit from school buses, preparatory to the
44 activities of the day.
45

46 **§ 8.3 Year-end duty-free period.** During the last three (3) full days of the school year,
47 elementary students shall be released at the half-day mark and elementary teachers shall have the
48 remainder of the contract day to work on year-end duties as overseen by the building Principal.
49

50 **§ 8.4 Release time.** All teachers involved in planning, administering, correcting, and
51 analyzing local District-mandated student assessments, as predetermined by the District, shall be provided
52 mutually agreed upon release time to fulfill their responsibilities. Said release time shall be assigned and
53 overseen by the building Principal.

1
2 **§ 8.5 Agenda for Superintendent conference days.** The agenda for Superintendent
3 conference days will be developed in consultation with the Association President or designee.
4

5 **§ 8.6 IEPs.** Teachers who are required to write IEPs shall be given up to four and one-half
6 (4.5) release days as needed in minimum one-half (1/2) day blocks to be scheduled at least one (1) week
7 in advance with approval of the District CSE chair or designee.
8

9 **§ 8.7 Opening day.** On the opening day of school (usually the first Tuesday following
10 Labor Day), the teachers shall have from 11:00 a.m. until the end of the contract day for Association
11 meetings and to prepare for students.
12

13 **§ 8.8 Meeting release time.** If the schedule at a school is such that the teacher workday
14 extends beyond the teacher workday at the other schools in the District, those teachers may be released
15 early from their contractual workday under §8.1 above to attend mandatory District meetings or
16 Association meetings under §6.5.
17

18 **ARTICLE 9 - TEACHER WORK YEAR**

19
20 **§ 9.1 Calendar.** The Board shall seek the advice of the Association President or
21 designated representative in making up the school calendar.
22

23 **§ 9.2 Work year.**

24
25 (a) The teacher work year shall be a maximum of one hundred eighty-two (182) days
26 and shall be scheduled between the Tuesday following Labor Day and the Friday of the June Regents
27 Examination week. Orientation, except new teacher orientation, and three (3) conference days shall be a
28 part of the one hundred eighty-two (182) day work year. In addition to the regular one hundred eight-two
29 (182) day work year, guidance counselors shall work additional days as determined by their building
30 principal.
31

32 (b) In addition to the teacher workdays referred to in § 9.2 (a), the District may, at its
33 discretion, include days to be used as snow or emergency days. Any unused snow days or emergency
34 days will be used as additional vacation days at times designated by the Superintendent.
35

36 (c) If an emergency situation occurs that necessitates a rearrangement of the teacher
37 work year, the District shall seek the advice of the Association President or designated representative
38 prior to making the change.
39

40 **ARTICLE 10 - STAFF DEVELOPMENT**

41 **§10.1 Staff Development committee.**

42
43 (a) A Staff Development standing committee shall be established to examine needs,
44 review goals, examine existing programs, recommend specific areas of program development, review
45 program proposals, and make recommendations for or against sanctioning staff development programs.
46 The committee shall be composed of a teacher from each building and one Administrator. Additional
47 members may be added to the committee by mutual agreement between the Association and the
48 Superintendent or his designee.
49
50

§10.2 Staff Development programs.

(a) If approved by the standing committee and the Superintendent, the Staff Development program will be provided by the District at no cost to the participant.

(b) If participation requires attendance beyond the regular teacher workday or work year, in-service salary credit or additional pay at a rate of twenty dollars (\$20) per hour shall be granted for Staff Development work.

(c) If the teacher elects to receive in-service salary credit, the following shall apply: (1) the in-service course or workshop must be approved by the District in advance; (2) requirements shall be set by the Administrators; (3) generally, one (1) hour of in-service credit shall be granted for fifteen (15) hours of in-service work; and (4) if the in-service course is other than fifteen (15) hours, the hours may be accumulated until the fifteen (15) hour multiple requirement is met.

(d) As a part of the District's commitment to improve the quality of education, it may make available specific staff development programs in which teachers may voluntarily elect to participate. A teacher, or other party, who assists teachers by conducting formative evaluations shall not have his opinion sought in any case, including, but not limited to, discipline or dismissal by any of the parties involved. All materials related to such a process shall be considered to be confidential and shall not be made available to a third party.

(e) A bargaining unit member who is asked to teach a staff development workshop shall be paid the current BOCES presenter's stipend.

ARTICLE 11 - CLASS SIZE

§11.1 Class load. In the event that class load exceeds an average of twenty-eight (28) pupils in grades K-4; thirty (30) pupils in grades 5 and 6; one hundred fifty (150) pupils per day in physical education in grades 7-12; and one hundred twenty-five (125) pupils per day in all other subjects in grades 7-12, except choral music, an adjustment will be made, by agreement with the teacher concerned, in the teacher's schedule at the beginning of each semester. Laboratory students will be counted only once per day for class size.

§11.2 Classes with educationally disadvantaged students. The Board will make every effort possible to limit to twenty-five (25) students any class having more than fifty percent (50%) educationally disadvantaged students. Every effort will be made to distribute the number of educationally disadvantaged students evenly among the existing staff.

ARTICLE 12 – ANNUAL PROFESSIONAL PERFORMANCE REVIEW FOR TEACHERS

§12.1 Evaluation • purpose. The chief purpose of the evaluation of teachers shall be to maintain a highly qualified, competent staff, to promote its continuing development, and to improve the quality of instruction. In keeping with these goals, the parties agree that evaluation for the purpose of maintaining employment is a management function and may only be done by a certified Administrator.

§12.2 Evaluation • forms. The forms used in the annual professional performance review of tenured teachers, non-tenured teachers, and pupil personnel staff are included herein as part of the complete document entitled "Annual Professional Performance Review" (Appendices E-F).

§12.3 Classroom evaluation • procedure.

(a) Tenured teachers shall have at least one (1) classroom evaluation each year. Non-tenured teachers shall have at least two (2) classroom evaluations per year. A teacher new to the District shall have at least one (1) of these evaluations completed during the first ten (10) weeks of his employment.

(b) Each classroom evaluation must be based on an observation of at least twenty (20) minutes' duration. Following each observation, the evaluator shall complete the written performance appraisal form. If either the evaluator or the tenured teacher requests a conference to discuss the observation, a meeting will be held within five (5) working days after the observation. Non-tenured teachers will meet with the evaluator for pre- and post-observation conferences. The final copy shall be given to the teacher within ten (10) working days following the observation.

(c) Each teacher will sign his evaluation form only as an indication that he has seen and has had an opportunity to discuss the evaluation. The teacher's signature will not constitute either approval or disapproval. The teacher may, if he wishes, attach his own comments to the evaluation form.

(d) A copy of each classroom evaluation (including rubric) shall be kept in the teacher's personnel file (Appendix E).

§12.4 Alternative classroom evaluation • procedure.

(a) Tenured teachers shall have the option of choosing one of the following alternatives to the classroom evaluation with administrative approval:

- (1) Option 1: Peer Coaching/Mentoring
- (2) Option 2: Self-Assessment
- (3) Option 3: Teacher as Researcher
- (4) Option 4: Professional Portfolio
- (5) Option 5: Project Development and Implementation

(b) The teacher must notify his principal by September 15 of the school year on the form entitled Performance Evaluation Choice for Tenured Teachers and Pupil Personnel Staff if he is choosing one of the options in §12.4(a).

(c) If circumstances change, the teacher may choose to revert to a traditional classroom observation under §12.3 by February 1 of the school year.

(d) The form entitled Alternative Self-Assessment Reflection is to be submitted by June 1. A copy of the signed form will be placed in the teacher's personnel file (Appendix F).

§12.5 Portfolios • procedure. All non-tenured teachers and non-tenured pupil personnel staff with transitional or initial certification shall create a portfolio. The form entitled Portfolio Self-Assessment Reflection is to be submitted by June 1. A copy of the signed form will be placed in the teacher's personnel file.

§12.6 Evaluation of pupil personnel staff • procedure.

(a) All tenured and non-tenured pupil personnel staff including guidance counselors, psychologists, sociologists, and student attendance teacher shall be evaluated on the Pupil Personnel Staff Evaluation Form. Tenured pupil personnel staff will receive two (2) evaluations, mid-year and end of year or may choose one of the alternative options listed in §12.4(a) in lieu of the mid-year evaluation with administrative approval. Non-tenured pupil personnel staff will receive three (3) evaluations, during the first ten (10) weeks, mid-year, and end of year.

(b) Each evaluation must be based upon an observation of at least twenty (20) minutes. Following each observation, the evaluator shall complete the written evaluation form. If either the evaluator or the tenured pupil personnel staff member requests a conference to discuss the observation, a meeting will be held within five (5) working days after the observation. Non-tenured pupil personnel staff will meet with the evaluator for pre- and post-observation conferences. The final copy shall be given to the pupil personnel staff member within ten (10) working days following the observation.

(c) Each pupil personnel staff member shall sign his evaluation only as an indication that he has seen and has had an opportunity to discuss the evaluation. The pupil personnel staff member's signature will not constitute either approval or disapproval. The pupil personnel staff member may, if he wishes, attach his own comments to the evaluation form.

(d) A copy of each evaluation shall be kept in the pupil personnel staff member's personnel file (Appendix G).

§12.7 Annual evaluation • procedure.

(a) Each teacher shall receive an Annual Teacher Evaluation Form not later than thirteen (13) working days before the end of the school year.

(b) Each pupil personnel staff member shall receive his final Pupil Personnel Staff Evaluation Form not later than thirteen (13) working days before the end of the school year.

(c) Each teacher or pupil personnel staff member shall be notified of the right to a conference with the Administrator to discuss the annual evaluation. A request by either the teacher/pupil personnel staff member or the Administrator to hold a conference to discuss the annual evaluation shall be made within three (3) working days of the teacher/pupil personnel staff member's receipt of the evaluation form. If requested by either party, the conference shall be held within five (5) working days of the request. The signed evaluation form shall be returned to the Administrator within five (5) working days after the conference is held, or, if no conference is held, within five (5) working days after the evaluation form was received by the teacher.

(d) Each teacher or pupil personnel staff member shall sign the evaluation form only as an indication that he has seen and had an opportunity to discuss the evaluation. The teacher's or pupil personnel staff member's signature will not constitute approval or disapproval. The teacher or pupil personnel staff member shall, if he wishes, attach his own comments to the evaluation form.

(e) A copy of the evaluation form shall be given to the teacher or pupil personnel staff member and a copy will be placed in his personnel file (Appendix H).

§12.8 Additional evaluations. Teachers/pupil personnel staff may request a reasonable number of additional evaluations for specific problems or needs.

1 **§12.9 Conducted openly.** All formal monitoring or observation of the work performance
2 of a teacher/pupil personnel staff member will be conducted openly with the full knowledge of the
3 teacher/pupil personnel staff member.
4

5 **§12.10 Recommendations.** If a teacher's/pupil personnel staff member's performance is
6 considered to be less than satisfactory, the evaluator will so indicate on the evaluation form. The
7 evaluator will make specific recommendations for the teacher/pupil personnel staff member to improve
8 his performance. The responsibility for achieving and maintaining satisfactory performance, however,
9 rests with the teacher/pupil personnel staff member.
10

11 **§12.11 Documentation.** Factors other than formal classroom evaluations may be considered
12 in determining the overall performance of the teacher/pupil personnel staff member. In order for
13 information other than formal evaluations to be considered in determining the overall performance of a
14 teacher/pupil personnel staff member, said information must be documented. Events or occurrences of
15 which the Administrator does not have personal knowledge may be used. However, documentation shall
16 include the approximate time and place of the event or occurrence, a description of the event or
17 occurrence sufficient to apprise a teacher/pupil personnel staff member of the nature of the conduct
18 described and purpose for the Administrator's use of this information, the source of the Administrator's
19 information, and, if the teacher/pupil personnel staff member denies the occurrence or event, what
20 attempts, if any, were made to verify the information.
21

22 **ARTICLE 13 – PROMOTIONS, VACANCIES, AND TRANSFERS**

23
24 **§13.1 Promotions.** All promotions within the teaching staff shall be made by the Board
25 upon the recommendation of the Superintendent and the building Principal.
26

27 **§13.2 Vacancies.** Whenever a vacancy in the District occurs, the District shall have posted
28 in each building a notice of said vacancy. A copy shall be sent to the Association President. The notice
29 of vacancy shall set forth the method for applying. The District shall give consideration to all candidates
30 including those presently employed in the District.
31

32 **§13.3 Guidelines.** Although the Administration and the Association recognize that some
33 transfer of teachers from one (1) school to another or one (1) assignment to another (grade level,
34 department, etc.) is unavoidable, they also recognize that frequent transfer of teachers may be disruptive
35 of the educational process and can interfere with optimum teacher performance. Therefore, they agree
36 that the following guidelines will be considered in the transfer of teachers.
37

38 *Guideline 1.* When a reduction in the number of teachers in a school or grade level is necessary,
39 volunteers will be considered first.
40

41 *Guideline 2.*
42

43 (a) Procedures for leaving an assignment. The Principal will offer reassignment to an
44 existing opening to the most senior faculty member in the grade affected. This procedure will continue
45 until someone accepts or the least senior member is reached. If no one accepts, the least senior member
46 will be transferred.
47

48 (b) When two (2) or more teachers have the same seniority, a teacher's area of
49 certification, major and/or minor field of study, length of service in the grade level and other relevant
50 factors shall be considered in determining which teacher is to be transferred. Teachers being involuntarily
51 transferred shall, where possible, be transferred to an acceptable position.
52

(c) An involuntary transfer shall be made only after a meeting between the teachers involved and the Building Principal at which time the teacher shall be notified of the reasons for transfer. In the event a teacher objects to that transfer at this meeting, at the request of the teacher the Building Principal and Superintendent shall meet with a representative of the Association to discuss the transfer.

Guideline 3. Notice of transfer shall be given to teachers as soon as practicable, not later than June 1, if possible.

ARTICLE 14 - NEW CONSTRUCTION

§14.1 New building construction. If new building construction is to be planned for the District, teachers whose teaching stations are to be affected shall be afforded the opportunity to make suggestions and recommendations on the plans for their areas of instruction prior to finalizing of plans.

ARTICLE 15 - PROBATIONARY PERIOD AND DISMISSAL PROCEDURE

§15.1 Probationary period. The probationary period shall be three (3) years except when required by law to be less.

§15.2 Notification prior to tenure. A probationary teacher whose performance is considered unsatisfactory for appointment to tenure shall be so notified, in writing, not later than sixty (60) days prior to the expiration of his probationary period.

§15.3 Written warning • meeting. If a teacher's performance is such that his employment may be terminated, the District will so advise the teacher in writing. At the teacher's request a conference will be held between the immediate supervisor, the teacher, and, at the teacher's request, an Association representative. The teacher shall be given a reasonable time following the conference to improve his performance.

§15.4 Exception. If a teacher has committed an act so offensive that in the judgment of the District, immediate suspension is required, this Article shall not be used to restrict the District's rights, providing that such rights are exercised in accordance with the law.

ARTICLE 16 - TEACHER RIGHTS

§16.1 Right to representation. In any case in which a teacher is summoned for a conference in which the teacher is to be disciplined, the teacher shall, if he desires, have the right to be accompanied by an Association representative. If a representative is desired, said conference shall not be held without an Association representative before the close of the next working day.

§16.2 Teacher personnel file.

(a) The official District teacher personnel file shall be maintained in the central office. A teacher shall have the right, upon request, to review the contents of his file. A teacher shall be entitled to have a personally selected representative accompany him during such review. Such review shall be in the presence of a central office staff member designated by the Superintendent.

(b) No material, excluding reference and information obtained in the process of evaluating the teacher for initial employment, which is derogatory to a teacher's conduct, service, character or personality shall be filed unless the teacher has had an opportunity to examine the material. The teacher must affix his signature on the actual copy to be kept with the understanding that such signature does not necessarily indicate agreement with its contents. The teacher may attach a written statement or defense if he so requests. No material, not shown to the teacher in advance, may be used in

any dismissal proceeding. Factors other than formal classroom observation may be considered in determining the overall performance of the teacher. In order for information other than formal evaluations to be considered in determining the overall performance of a teacher, said information must be documented. Events or occurrences of which the Administrator does not have personal knowledge may be used. However, documentation shall include the approximate time and place of the event or occurrence, a description of the event or occurrence sufficient to apprise a teacher of the nature of the conduct described and purpose for the Administrator's use of this information, the source of the Administrator's information, and, if the teacher denies the occurrence or event, what attempts, if any, were made to verify the information.

(c) Upon written request, the teacher shall be furnished a reproduction of any material, excluding reference or information obtained in the process of evaluating the teacher for initial employment. The teacher may be charged ten cents (10¢) per page for the copies.

§16.3 Faculty's primary responsibility. The parties acknowledge that the faculty's primary responsibility is to educate students and that its energies should, to the maximum extent possible, be utilized to this end.

ARTICLE 17 - INSURANCE

§17.1 The Plan.

(a) The District will provide healthcare coverage through the Central Southern Tier Health Care Plan (hereinafter the "Plan"), a self-funded health care plan.

(b) Teachers may enroll in either an individual plan or a family plan. Effective July 1, 2007, the District shall provide healthcare coverage through the Plan, as amended by the following endorsements of the P70 option which are more fully described in the Plan's Plan Document and Summary Plan Description.

(1) Preferred provider option.

(2) Emergency room co-payment option.

(3) Office visit co-payment option.

(4) Prescription Retail and Mail Order Co-payments: Five dollars (\$5.00)/generic, fifteen dollars (\$15)/preferred brand name and twenty dollars (\$20)/non-preferred brand name.

§17.2 District contribution.

(a) Full-time teacher. The District shall contribute the following premium equivalent for both the individual plan and the family plan as selected by a full-time teacher.

(1) 2007-2008: Eighty-seven percent (87%)

(2) 2008-2009: Eighty-six percent (86%)

(3) 2009-2010: Eighty-five percent (85%)

(b) Part-time employees. The District shall pay a percent of the premium equivalent for both the individual plan and the family plan, as selected by the teacher (or teaching assistant), equal to the

percent of time that the teacher (or teaching assistant) works provided, however, that the teacher's (or teaching assistant's) contribution shall not exceed fifty percent (50%).

(c) Teaching assistant. The District shall contribute the following premium equivalent for both the individual plan and the family plan, as selected by a full-time teaching assistant.

(1) 2007-2008: Eighty-eight and one-half percent (88.5%)

(2) 2008-2009: Eighty-seven percent (87%)

(3) 2009-2010: Eighty-five and one-half percent (85.5%)

(d) Teachers who are involuntarily reduced in the percent of time worked shall receive health insurance benefits as provided for in §17.2(a).

§17.3 Retirees.

(a) The cost of the premium equivalent rate for retirees shall be shared between the District and retirees according to the following schedule:

	DISTRICT	RETIREE
Individual Plan	50%	50%
Family Plan for retirees under age sixty-five (65)	50%	50%
Family Plan for retirees age sixty-five (65) or older	35%	65%

(b) The District shall pay the cost of a retiree's Medicare premium, and the retiree's share of the premium equivalent rate under the Plan shall be adjusted accordingly. If a retiree's share of the premium equivalent rate is less than the cost of the Medicare premium, no refunds shall be made. The provisions of this paragraph shall apply only to teachers who were employed prior to June 30, 1977.

(c) At the time of retirement, the retiring teacher shall receive a summary statement from the District specifying the individual's status at that time to include all leave time accruals, financial entitlements and health insurance benefits due the retiree.

§17.4 Teachers on leave. The District shall not make any payments to the Plan for teachers who are on an unpaid leave of absence. A teacher on such leave may continue to be covered by the Plan, provided that he remits the health care premium equivalent rate to the District.

§17.5 Plan Document and Administrative Manual. The Plan Document and the Administrative Manual are hereby incorporated by reference.

§17.6 Appealing claims. Any complaints under the Plan with respect to its interpretation or application must be processed through the Claim Appeal Procedure set forth in the Plan Document. If a complaint is not settled to a teacher's satisfaction, then within thirty (30) days of a written answer from the Plan Administrator, the Association may submit the issue directly to binding arbitration. The submission of a dispute to arbitration shall be before an arbitrator selected and acting pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association. The Plan Administrator shall furnish the Association with all pertinent data related to the dispute, subject to the provisions of §17.7. The arbitrator's decision shall be in writing and will set forth his findings, reasoning and conclusions on the issues submitted. The arbitrator shall be without authority to make any decision that requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be final and binding on both parties. The cost of the services of the arbitrator will be shared equally by the District and the Association.

§17.7 Confidentiality. All data obtained by the Plan Administrator with respect to claims shall be considered confidential and shall be made available to persons involved or connected with the Plan strictly on a need-to-know basis, and such data shall be utilized for no other purpose than is necessary for the administration of the Plan and the payment of claims. No data shall be released to a third party without the express, written consent of the teacher affected. No health data obtained by the Plan may be used to discipline or dismiss a teacher.

§17.8 Continuation of coverage. A teacher who leaves the employment of the District, or a teacher whose services are terminated, shall be offered the right of conversion for health coverage, regardless of insurability, at the full cost and expense of the teacher. If a former teacher of the District is unable to obtain coverage, then the former teacher may continue to participate in the Plan at his own expense, in which case the District may require proof of rejection of insurance. If a former teacher is offered health insurance, including coverage for pre-existing conditions, but chooses not to purchase same, the Plan shall not be obligated to provide coverage. The Plan will accept responsibility for the coverage of a pre-existing condition until the conversion plan coverage for said condition shall apply. All conversion rights that are extended to former teachers will also be extended to dependents.

§17.9 Timely payment of claims. A teacher who submits claims in accordance with the procedures established by the Plan shall have said claims paid, to the extent of coverage provided, in a timely manner, so that a teacher shall suffer no financial loss as a result of the slow payment of a claim. A teacher shall be considered to have suffered no financial loss if a claim is paid within thirty (30) days of receipt of the necessary data by the Plan Administrator.

§17.10 Effective date of coverage. For a new teacher, coverage under the Plan shall be automatic and will become effective on the first day of the month following the month in which he applies, unless the teacher declines coverage in writing. A waiver of health care coverage shall be filed in the teacher's personnel file.

§17.11 Payment in lieu of insurance. A teacher eligible for health care coverage who elects not to participate in the Plan shall receive a one thousand dollar (\$1,000) annual payment in lieu of insurance, subject to the following conditions.

(a) The teacher must complete a waiver of health care coverage form provided by the District.

(b) The teacher must supply the District with proof of health care coverage.

(c) The stipend shall be paid at the end of the school year in the form of a voucher, with said payment to be in lieu of insurance.

(d) Teachers who terminate their services before the end of the school year shall have their annual payment prorated.

(e) Teachers who re-enter the Plan once they have elected to receive the annual payment shall have their payment prorated.

(f) Effective July 1, 1990 a part-time teacher shall receive a prorated payment.

§17.12 Life insurance. The estate of a teacher whose employment in the District is terminated by death (except suicide) shall receive a cash sum payable as follows: Cash Sum Payable = unused sick leave at death x .0025 x annual salary at death.

ARTICLE 18 - PERSONAL INJURY

§18.1 Absence due to injury or assault.

(a) If a teacher is absent from work due to injury or assault incurred in the actual course of his performance of assigned duties, and if the teacher qualifies for payments under the Workers' Compensation Law, he shall receive his full salary during the first six (6) months of absence from his employment. None of this time will be charged to sick leave. The amount of any weekly Workers' Compensation (salary) award made for temporary disability due to said injury will be paid to the District in full by the teacher.

(b) If the disability continues beyond six (6) months, the teacher shall be entitled to the full benefits of the sick leave provisions of the contract. The teacher will be entitled to the full benefit of any settlement award received as a result of said accident or assault, except for amounts that may be due the compensation carrier under the law. While the teacher is receiving sick leave benefits, he shall pay the District any weekly Workers' Compensation (salary) award received by him.

ARTICLE 19 - PAYROLL DEDUCTION

§19.1 **Payroll deduction for tax-sheltered annuities.** In accordance with §3109 of the Education Law, the District will make provisions for payroll deductions for qualifying tax-sheltered annuities.

§19.2 **Payroll deduction for dues.** The District shall deduct, from the salaries of teachers, dues set forth by the Association as said teachers individually authorize the Board to deduct in accordance with the law. Dues deductions will be made each pay period after receipt of authorization providing that said authorization is submitted to the District at least two (2) weeks prior to a payday. The District shall transmit the monies promptly to the Association. Teacher authorizations shall be in writing, on the form provided by the Association, in the amount stipulated by the Association. Teachers who wish to revoke their authorization shall do so by submitting written notification to both the District and the Association.

§19.3 **Payroll deduction for credit union.** The District shall deduct from the salaries of teachers requested deductions for the CCSD Federal Credit Union. The standard form shall be used.

§19.4 **Payroll deduction for Christmas clubs, United Fund.** In addition to §19.3, provision shall be made for payroll deduction for Christmas clubs and the United Way Fund upon receipt of proper authorization.

§19.5 **Direct deposit.** Teachers shall be given the option of having a direct deposit for their paycheck upon completion of the required authorization form for the bank or financial institution selected by the teacher.

§19.6 **Pay period.** Teachers shall have the option of selecting twenty-one (21) or twenty-six (26) pay periods. Once elected, the option may not be changed prior to the next school year. The election shall be made at least two (2) weeks prior to the first payday.

§19.7 **Compensation options for extracurricular and coaching.** Pay for extracurricular activities, coaching, proctoring, time-keeping, and in-service work shall be paid, at the teacher's option, by including said pay in the teacher's regular paycheck or in the regular bi-weekly check at the conclusion of the activity, upon submission of required reports.

ARTICLE 20 - SICK LEAVE

§20.1 Allocation • accumulation. Each full-time teacher shall receive eleven (11) days with full pay for absences due to illness or injury each year. Unused sick leave days will accumulate to a maximum of two hundred (200) days.

§20.2 Permitted usage. Absences warranting sick leave are as follows:

(a) Personal illness.

(b) Doctor and dentist appointments. Appointments should be made during non-school hours; however, necessary personal, medical, and dental appointments may be deducted from sick leave.

(c) Immediate family. Up to a maximum of eleven (11) days of sick leave may be used in any one year for illness in the teacher's immediate family. For purposes of this provision, "immediate family" is defined as spouse, child, parent, parent-in-law, grandparent, sister, brother, or other family member living in the household. A teacher can also take such leave for the purposes of the birth of a child or adoption. Upon request, the Superintendent may approve, at his discretion, additional family illness drawn from a teacher's accumulated sick leave beyond the eleven (11) days provided under this subdivision.

(d) Sick leave conversion. Two (2) sick days per year may be used as extra personal days if a teacher's allotted personal days have been used. However, in no case may more than three (3) personal days be used on consecutive days.

§20.3 Reporting absences. Each time a claim is made for sick leave pay, the District's form, EMPLOYEE ABSENCE REPORT, shall be made promptly on return to duty. The form will be signed by the teacher and the building Principal and forwarded to the business office with the next payroll. A certificate of absence, properly signed, shall be required in all cases of absences for which sick leave benefits are claimed.

§20.4 Physician's statement. When an absence is twenty (20) or more consecutive days or in any specific instance when it seems advisable, a teacher may be required to present a physician's statement of health to the Superintendent's office before returning to service.

§20.5 Annual statement. A statement of accumulated sick leave shall be provided to each teacher at the beginning of each school year.

ARTICLE 21 - SICK LEAVE BANK

§21.1 Purpose.

(a) For the benefit of all teachers of the District, a sick leave bank will be established. The purpose of the bank is to protect the teachers from loss of income because of illness or injury during their employment by the District.

(b) The sole purpose of the sick leave bank is to provide additional sick days to teachers whose sick leave and personal leave have been exhausted.

(c) The days in the bank will be teacher donated. If the number of days in reserve in the bank is five hundred fifty (550) or more, no contributions will be made except by new employees. If the days in reserve fall below five hundred fifty (550), each member of the bank will donate a minimum of one (1) and a maximum of three (3) days in September of the next school year.

(d) The sick leave bank will be administered according to the rules of procedure specified herein.

§21.2 Membership.

(a) Membership is open to all teachers, assistants and any others included in this Agreement.

(b) All new employees will automatically be members of the sick leave bank and have one (1) day deducted from their first year's sick leave allotment.

(c) To be eligible for sick leave bank utilization, a teacher must have been employed by the District at least sixty (60) school days, which shall include holidays and vacation breaks. The teacher must have exhausted his accumulated sick leave and personal leave.

(d) Membership will continue from year-to-year without the necessity of filling out a new form.

(e) Days donated are non-refundable.

§21.3 Applying for days.

(a) Application for sick leave bank days will be made to the chairman of the Sick Leave Bank Committee on the application form provided by the District.

(b) When applying to borrow from the sick leave bank, the teacher must submit a statement of need from a doctor of medicine, a psychologist, a dentist, an osteopath, a podiatrist, or a chiropractor, only to the extent that they render services within the scope of their licensed specialty.

(c) Benefits will be granted for personal illness, accident, or injury only.

§21.4 Committee composition • regulations.

(a) The sick leave bank shall be administered by a joint committee consisting of four (4) members. Two (2) of the members shall be appointed by the Association and two (2) by the Superintendent. The Sick Leave Bank Committee shall develop its own rules of procedure, forms for donation of and application for days, and shall elect its own chairperson.

(b) A vote of the majority of the Sick Leave Bank Committee is necessary to approve an application for a grant.

(c) The sick leave bank committee may allow benefits up to the number of days requested by a member. No benefits will be granted for a cumulative period of more than two hundred (200) days. In extraordinary circumstances, should a member exceed the two hundred (200) day lifetime limit as set forth above, the sick leave bank committee may allot additional days.

(d) A teacher receiving a grant from the sick leave bank will not have to pay back the days.

(e) All applicable sections will be prorated for part-time teachers, according to §5.2 of the Agreement.

ARTICLE 22 - PERSONAL LEAVE

§22.1 Allocation • accumulation. Each teacher shall be eligible to receive two (2) days of personal leave each year. Unused personal days will be added to the teacher's sick leave accumulation at the end of each school year.

§22.2 Procedure. Except for emergency cases, a request for absence is to be in writing forty-eight (48) hours in advance. Prior approval is to be obtained from the building Principal or Superintendent. As long as the day requested does not come immediately before or after a vacation or holiday, the Principal will not require reasons, but will base his decision on staffing requirements. A personal leave requested for the day before or the day after a vacation or holiday may be granted by the Principal or Superintendent; this request must clearly state an adequate non-vacation reason for the request. Time permitting, a Principal's denial may be appealed to the Superintendent.

ARTICLE 23 - UNPAID LEAVE

§23.1 Application. The Board may, at its discretion, grant unpaid leaves of absence in cases in which the Board determines that such a leave will be in the best interests of the teacher and the District.

§23.2 Return from leave. Upon receiving a written request to the Superintendent prior to February 5, the District shall re-employ a teacher who has been on an approved leave of absence. Upon failure to receive a written request prior to February 5, the Superintendent shall fill the vacancy from a list of new candidates. Every effort shall be made to re-employ in the position vacated; however, since all teachers are subject to transfer, a teacher returning from a leave of absence shall recognize that assignment shall be made in the best interest of the District.

§23.3 Short-term unpaid leave of absence. A teacher may apply to the Superintendent for an unpaid leave of absence up to five (5) days in duration. The Superintendent may approve such leaves at his discretion.

§23.4 Salary credit. Position on the salary schedule shall be maintained, except that teaching experience credit shall be subject to established regulations and shall only be given for the following: Military service, sabbatical leave, and exchange-teacher assignment.

§23.5 Unpaid leave at the end of the school year.

(a) A teacher will be granted permission to leave up to five (5) days before the end of the semester to attend an accredited school.

(b) One two-hundredth (1/200) will be deducted from his salary for each day of absence.

(c) A request to leave school prior to the regular school year shall be submitted by May 1.

(d) The teacher must be a matriculated student at a regular summer school that commences prior to the end of the regular school year.

(e) The graduate course work to be taken must be in the same subject area that the teacher teaches.

(f) The teacher shall have completed all year-end responsibilities and obligations to the District.

(g) The District shall not incur additional expense resulting from the granting of this request.

ARTICLE 24 - BEREAVEMENT LEAVE

§24.1 Death in immediate family • immediate family defined. A teacher shall be granted five (5) days bereavement leave for a death in the immediate family. The term "immediate family" means a spouse, parent, or child. Three (3) days' bereavement leave will be granted in the event of the death of a sister, brother, grandparent, grandchild, mother-in-law, or father-in-law. The bereavement granted will not be deducted from sick leave or any other leave. The three or five days must be taken within ten (10) school days after the death.

§24.2 Death of a friend or other family member. A teacher shall be granted one (1) day bereavement leave for the death of a friend or any other family member. A maximum of two (2) days per year shall be granted. In exceptional circumstances, the Superintendent may grant additional days.

ARTICLE 25 - JURY DUTY AND COURT APPEARANCES

§25.1 Jury duty • court appearances.

(a) The Board and the Association recognize that every teacher, as a citizen, has a responsibility to serve on jury duty. In cases when a teacher is "called for jury duty," he shall notify his supervisor immediately. The Board will then grant jury leave for the duration of that teacher's responsibilities to the court. Any daily rate paid to a teacher for jury duty services shall be paid over to the District by the teacher involved. In return, the teacher will receive his regular pay and benefits during the time he serves.

(b) The Board and the Association also recognize that days taken by a teacher as a subpoenaed witness shall be granted automatically and shall not result in reduction of personal days and pay.

ARTICLE 26 - PARENTAL LEAVE

§26.1 Paid pregnancy leave. Paid leave and leave from the sick leave bank may be used by a pregnant teacher if she is disabled in the same way as any other disability. Paid sick leave may be used until the disability associated with pregnancy and childbirth ends.

§26.2 Unpaid leave of absence.

(a) A teacher may take an unpaid leave of absence with said leave not to exceed one (1) year. The teacher may apply for an extension of the leave not to exceed one (1) additional year.

(b) In an effort to provide for continuity of instruction, a teacher who desires to take a parental leave of absence should notify his building Principal of the inclusive dates for the requested leave at least four (4) months prior to the commencement of his leave date. The parties recognize that such things as changed delivery dates, pregnancy complications, miscarriages, etc., can affect a teacher's plans. Therefore, the teacher may, at his option, change the effective date of the leave, or rescind the leave, at any time up to the effective date of the leave.

(c) A teacher on unpaid leave and returning from said leave prior to its expiration will make every effort to give the District at least thirty (30) days prior notice.

§26.4 Adoption leave. A teacher who adopts a child or who, as a condition for adoption, needs an unpaid leave shall be entitled to an unpaid leave to the same extent as a teacher who gives birth to a child.

§27.1 Purpose. Whenever a teacher is absent from school for an extended illness, such teacher may apply for an unpaid leave of absence and shall be granted such leave provided the teacher's personal physician certifies to the Superintendent that the health of the teacher is such that he is unable to perform his regularly assigned duties. Such leave will be granted by the Board to the end of the school year and may be extended by the Board for an additional one (1) year period. Prior to returning to work, the teacher shall provide the District with a certificate from his attending physician certifying that the teacher is able to resume his teaching duties. The District may require that the teacher be examined by the District's physician or a specialist selected by the District and be certified by such physician as being able to resume teaching duties.

§28.1 Objective. In keeping with the ideas and aims of the Board for the children in the District, a sabbatical leave may be made available to the teachers for the purpose of enriching the curriculum program of the District.

(a) Sabbatical leave may be allowed for approved travel or study for a period of time of one (1) year with one-half (1/2) pay or one-half (1/2) year at full pay.

(b) A summer sabbatical leave may be made available for approved travel or study for a period of time of: Three (3) summer sessions of eight (8) weeks per session at one-ninth (1/9) of the current salary per session; or four (4) summer sessions of six (6) weeks per session at one-ninth (1/9) of the current salary per session.

§28.3 Granting or denial. The granting or denial of a sabbatical leave shall be at the discretion of the Board.

(a) To be eligible, a teacher must be permanently certified and have seven (7) or more years of experience in the District.

(b) No more than three percent (3%) of the total number of teachers will be granted a sabbatical leave in any one (1) year.

(c) Teachers taking sabbatical leave will be legally bound either to teach two (2) subsequent school years (September through June) in the District, except for uncontrollable causes, or to repay to the District the full amount of salary received during the sabbatical leave. Any teacher taking a summer sabbatical leave will be bound either to teach in the District for one (1) year following each summer of that leave or to reimburse the District for all monies received.

§28.5 Salary placement upon return. The salary step for sabbatical leave will be the same as if the teacher were present in the District. The time of sabbatical leave will be considered a time of service in the District.

§28.6 Application.

(a) Applications for sabbatical leaves must be submitted to the Superintendent by February 1 of the school year prior to the year in which the leave is to be effective. He will in turn forward the application along with administrative recommendations to the Board by February 15. February 1 application for summer sabbatical need only include notification of intent. Applicants will be allowed until March 30 to finalize summer programs.

(b) Applications for sabbatical leave will be in letter form and must include a plan of time utilization incorporating one or more of the following: (1) a statement of acceptance for advanced study at an approved teacher preparatory institution, or (2) a statement of acceptance for advanced study in the teacher's major field of teaching at an accredited college or university, or (3) detailed plans for travel and/or work experience that will contribute directly to the teacher's teaching effectiveness, or (4) an outline of an individual research or writing project along with details of any assistance available or tentative arrangements for publication.

(c) No verbal applications will be accepted.

(d) Administrative recommendations to the Board will be based on: (1) value of proposed study or travel and (2) seniority in service.

ARTICLE 29 - MAINTENANCE OF STANDARDS

§29.1 Standards maintained. The District agrees to maintain the physical conditions and equipment necessary for a teacher to perform his teaching obligations at a standard that is not less than that which is in effect at the time this Agreement is executed, except where prohibited by law.

§29.2 Maintenance service. A teacher who requests maintenance service for repair or replacement of equipment or physical facilities shall use the following procedure.

(a) Submit a written work order to the building Principal.

(b) Receive from the building Principal a copy of the work order signed and completed.

ARTICLE 30 - PROFESSIONAL GROWTH

§30.1 Opportunity for professional growth. The Superintendent shall, within the limitations of available staff, permit teachers to take advantage of opportunities for professional growth such as released time and leaves of absence without pay for travel and study, visits to other classrooms and other schools, and membership on local, state, and national committees.

1 **§30.2 Attendance at meetings and conferences.**

2
3 (a) It shall be the Board's policy to permit teachers to attend professional meetings and
4 conferences when the results will be of value to the teacher and the District, and when budget limits
5 permit.

6
7 (b) Prior approval shall be secured from the office of the Superintendent for any travel
8 within the State of New York. Prior approval shall be secured from the Board for all out-of-state travel.
9

10 (c) A teacher shall be eligible to attend meetings and conferences whenever he is an
11 officer of the organization holding the meeting, a person taking a significant part in the program of the
12 scheduled meeting, or an official representative. This article shall not be interpreted to provide paid leave
13 for a teacher to attend Association conventions or conferences.

14
15 **§30.3 Compensation.** A teacher shall be granted an excused absence that stipulates no
16 salary deduction except that, when the teacher receives remuneration for services rendered, the District
17 shall deduct that amount from his salary.

18
19 **§30.4 Conference expenses.** The Board will reimburse teachers for approved expenses for
20 professional workshops and conferences within the limits of each area's or department's budgets for
21 conferences.

22
23 **§30.5 Exchange teacher.**

24
25 (a) A tenured teacher shall submit to the Superintendent the location and nature of the
26 exchange assignment that he wishes to occupy during the exchange year. The teacher shall also submit
27 the visiting teacher's resume, or sufficient information regarding the visiting teacher for the
28 Superintendent to determine that said teacher is certified or eligible for certification by the New York
29 State Education Department as an exchange teacher and to determine his qualifications to teach in the
30 position left vacant by the applying teacher.

31
32 (b) Assignment as an exchange teacher shall be made upon recommendation by the
33 Superintendent and approval of the Board. Said assignment shall be for one (1) year, although the teacher
34 may apply for a second year upon showing of unusual circumstances to justify said second year of
35 assignment.

36
37 (c) A teacher on an exchange assignment shall continue as an employee of the District
38 and will receive salary and fringe benefits pursuant to the contract with the Association at the time. The
39 District will have no financial obligation or obligation in regard to salary or fringe benefits to the visiting
40 teacher. The teacher assigned to an exchange position will continue to gain seniority and other rights in
41 the District. The visiting teacher will not acquire any seniority or tenure rights in the District.
42

43 **§30.6 District committees.** The District and the Association encourage teachers to join
44 and participate in District committees and activities. In the case of District-wide committees (PDP,
45 CDEP, etc.), every effort shall be made to procure representation by teachers from each building. If each
46 building is not represented, then the District shall notify the Association President of such opportunity.
47

48 **§30.7 Teacher mentoring.** The Association and the District agree to participate in a
49 classroom teacher mentoring program to meet State Education Department requirements.

50
51 (a) Procedures.
52

(1) A building-level committee, made up of no more than three (3) teachers from the building, appointed by the Association, and the building principal, will be established in each building, as needed. Such committee will select and match mentors with new teachers. Teacher committee members will be paid hourly in accordance with §33.1(g) of this Agreement.

(2) When selecting mentors for new teachers, the committee will ensure that each mentor has:

- A. Volunteered to be a mentor.
- B. Tenure in the District.
- C. An awareness of the subject matter and curriculum.
- D. Knowledge of instructional and learning theory.
- E. Demonstrated transferal of theory into practice.
- F. Effective interpersonal skills.
- G. An understanding of the concept and value of continuous professional development.
- H. An understanding of the importance of confidentiality.

(3) Whenever possible, the building-level committee shall match the mentor and the new teacher in each of the following areas:

- A. Tenure area.
- B. Certification.

(4) It shall be the responsibility of the building-level committee to assign a mentor to assist those teachers with less than two (2) years of experience. Once assigned the committee will provide each new mentor with training, paid in accordance with §10.2(b) and (c) of this Agreement.

(5) A. The mentor will meet with the new teacher to develop a mentoring program which is consistent with the Association's Mentoring Program.

B. The mentor and the building principal will plan for release time when the mentor may observe the new teacher and assist in classroom and curriculum planning. This release time will not conflict with the mentor's or new teacher's lunch or preparation periods.

(b) Confidentiality and evaluation.

(1) Consultations and observations within the teacher mentoring program shall be advisory and confidential and will in no manner whatsoever be evaluative. The evaluation of a new teacher's performance will remain the responsibility of the appropriate administrator in accordance with the provisions of this Agreement.

(2) The performance of a teacher as a mentor will in no manner whatsoever be evaluated by the new teacher and/or affect in a negative manner his evaluation as a teacher.

(3) The performance of a teacher as a mentor will satisfy the mentoring aspects of Option 1: Peer Coaching/Mentoring of the District's Annual Professional Performance Review plan as referenced in §12.4(a) of this Agreement.

(4) No teacher who participates in the teacher mentoring program either as a committee member or as a mentor may be required to appear at any disciplinary or termination hearing to testify regarding a new teacher's involvement in the mentoring program except as allowed under Section 100.2(dd)(iv)(d) of the Commissioner's Regulations.

(c) Compensation.

(1) Teachers appointed as mentors will be compensated as follows:

A. Mentoring a teacher during this first year of teaching: Two and one-half percent (2.5%).

B. Mentoring a teacher during his second year of teaching: Two percent (2%).

(2) The percent listed above is multiplied by the base (B level) salary on the current year salary schedule.

(3) If circumstances require a teacher to mentor more than one (1) new teacher, the mentor will be compensated for each new teacher at the rate above.

ARTICLE 31 - TEACHER/ADMINISTRATIVE LIAISON

§31.1 Meetings.

(a) The Association's building representative and building Principal shall meet once every two (2) weeks if requested by either party during the school year to review and discuss local school problems and practices.

(b) Once a year, the teacher representatives from each building and building Principals will meet in a joint meeting to assess the common goals and problems of the District and to review long term plans and the educational philosophy of the District. This committee will publish the recommendations it has determined as a result of this meeting. The recommendations will be presented to the Board and to the Association.

§31.2 **Procedure • recommendation • minutes.** The committee will establish its own rules of procedure. Recommendations may, at the discretion of the committee, be presented to the Superintendent and the Board if given reasonable notice. Copies of the minutes in written form shall be given to the Association, the Superintendent, and the Board.

ARTICLE 32 - GRIEVANCE PROCEDURE

§32.1 **Purpose.** It is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to alleged grievances of teachers through procedures under which they may present grievances free from coercion, interference, restraint, discrimination, or reprisal.

1 **§32.2 Definitions.**

2
3 (a) A "grievance" is a claim by any teacher or group of teachers that there is a violation,
4 misinterpretation, or misapplication of this Agreement.

5
6 (b) "Building Principal" shall mean the person who is in charge of an instructional area,
7 including a particular building or buildings belonging to the District, as he may have been heretofore or
8 may hereafter be appointed by the Board.

9
10 (c) "Superintendent" shall mean the person who is in charge of all school operations, as
11 he has been heretofore or may hereafter be appointed by the Board.

12
13 (d) "Board" shall mean the duly elected members of the Board of Education of the
14 Odessa-Montour Central School District.

15
16 (e) "Association" shall mean the Odessa-Montour Teachers Association.

17
18 **§32.3 Procedures.**

19
20 (a) All grievances shall include the name and position of the aggrieved party, the identity
21 of the provision of law, the specific clause of this Agreement contested in said grievance, the time when
22 and the place where the alleged events or conditions constituting the grievance existed, and the identity of
23 the party responsible for causing the said events or conditions, if known to the aggrieved party.

24
25 (b) Except for informal decisions at Stage 1, all decisions shall be rendered in writing at
26 each step of the grievance procedure, setting forth findings of fact, conclusions, and supporting reasons
27 therefor. A copy of each decision shall be promptly transmitted to the teacher and the Association.

28
29 (c) If a grievance affects a group of teachers and appears to be associated with system-
30 wide policies, it may be submitted by the Association directly at Stage 2.

31
32 (d) A teacher may be represented by another person at all stages but must be present at
33 any hearing.

34
35 (e) The Board and the Association agree to facilitate any investigation which may be
36 required and to make available any and all material and relevant documents, communications, and records
37 concerning the alleged grievance.

38
39 (f) An aggrieved party and any party in interest shall have the right, at all stages of a
40 grievance, to confront and cross-examine all witnesses called against him, to testify and to call witnesses
41 on his own behalf, and to be furnished with a copy of any minutes of the proceedings made at each and
42 every stage of this grievance procedure.

43
44 (g) No interference, coercion, restraint, discrimination, or reprisal of any kind will be
45 taken by the Board, or by any member of Administration, or by the Association against the aggrieved
46 party, any party in interest, any representative, or any member of the Grievance Committee, any other
47 participant in the grievance procedure, or any other person, by reason of such grievance or participation
48 therein.

49
50 (h) All documents, communications, and records dealing with the processing of a
51 grievance shall be filed separately from the personnel files of the participants.
52

1 (i) Nothing contained herein will be construed as limiting the right of any teacher having
2 a grievance to discuss the matter informally without intervention of the Association; provided the
3 adjustment is not inconsistent with the terms of this Agreement and the Association has been given an
4 opportunity, by written notice, to be present at such adjustment and to state its views on the grievance. In
5 the event that any grievance is adjusted without formal determination pursuant to this procedure, while
6 such adjustments shall be binding upon the aggrieved party and shall, in all respects, be final, said
7 adjustment shall not create a precedent or ruling binding upon either of the parties to this Agreement in
8 future proceedings.
9

10 (j) The Superintendent shall be responsible for accumulating and maintaining an Official
11 Grievance Record which shall consist of the written grievance, all exhibits, transcripts, communications,
12 minutes and notes of testimony, as the case may be, written arguments and briefs considered at all levels
13 other than Stage 1, and all written decisions at all stages. Official minutes of all procedures in Stages 2, 3
14 and 4 shall be kept with expenses equally shared. The aggrieved party and the Association Grievance
15 Committee shall, within three (3) school days following receipt of the minutes, advise the appropriate
16 hearing officer of any errors in said minutes. Any such claim of error in the minutes shall become part of
17 the Official Grievance Report, and the hearing officer shall indicate the determination made respecting
18 such claimed error. The Official Grievance Record shall be available for inspection and copying by the
19 aggrieved party, the Grievance Committee, and the Board but shall not be deemed a public record.
20

21 (k) Arrangements will be made to allow the Grievance Committee Chairperson to be
22 available to attend meetings during the school day whenever such meetings are required by the District.
23

24 §32.4 Time limits.

25 (a) The time limits specified for either party may be extended only by mutual agreement.
26

27 (b) No written grievance will be entertained except as described below, and such
28 grievance will be deemed waived unless written grievance is forwarded at the first available stage within
29 twenty (20) school days after the teacher knew of the act or condition on which the grievance is based.
30

31 (c) If a decision at one stage is not appealed to the next stage of the procedure within the
32 time limit specified, the grievance will be deemed to be discontinued and further appeal under this
33 Agreement shall be barred.
34

35 (d) In the event a response is not given to the aggrieved party within the time limit
36 specified, the grievance may be taken to the next stage.
37

38 (e) In the event a grievance is filed on or after June 1, upon request by or on behalf of the
39 aggrieved party, the time limits set forth herein will be reduced pro rata so that the grievance procedure
40 may be exhausted prior to the end of the work year or as soon thereafter as possible.
41

42 §32.5 Stage 1.

43 (a) A teacher having a grievance will discuss it with the appropriate building Principal,
44 whether directly or through a representative, with the objective of resolving the matter informally.
45

46 (b) If the grievance is not resolved informally, it shall be reduced to writing and
47 presented to the building Principal. Within five (5) school days after the written grievance is submitted to
48 him, the building Principal shall render a decision in writing and transmit a copy thereof to the teacher
49 and to the Association.
50
51
52

§32.6 Stage 2.

(a) If the grievant or the Association is not satisfied with the Stage 1 response, a written appeal of the Stage 1 decision may be filed with the Superintendent within five (5) school days.

(b) Within five (5) school days of receipt of the appeal, the Superintendent shall hold a hearing with the grievant, his representative, and all other parties in interest.

(c) The Superintendent shall render a decision in writing within five (5) school days and transmit a copy thereof to the grievant, his representative, and the Association.

§32.7 Stage 3.

(a) If the teacher or the Association is not satisfied with the decision at the conclusion of Stage 2, an appeal may be filed in writing with the Board within seven (7) days after receipt of the decision at Stage 2.

(b) Within five (5) school days after receipt of the appeal, the Board shall hold a hearing with the grievant or his representative.

(c) The Board shall, within five (5) days following the next Board meeting, render a decision in writing, and a copy thereof shall be transmitted to the teacher and his representative.

§32.8 Stage 4.

(a) If the Association is not satisfied with the Stage 3 reply, it may submit the grievance to arbitration by filing a notice for arbitration with the District within fifteen (15) school days of receipt of the Stage 3 decision.

(b) The Association will file a notice with the American Arbitration Association for selection of an arbitrator who shall be selected according to the rules of the American Arbitration Association.

(c) The parties will then be bound by the rules and procedures of the American Arbitration Association.

(d) The arbitrator shall have no power or authority to make any decision that requires the commission of an act prohibited by law or which is violative of the terms of this Agreement.

(e) The decision of the arbitrator shall be final and binding upon all parties.

(f) The cost of the services of the arbitrator will be borne equally by the Board and the Association.

§32.9 Alternative to 3020-a Procedure.

(a) A tenured teacher against whom charges have been filed pursuant to §3020-a of the Education Law, may waive his rights to a 3020-a procedural hearing and choose a hearing in accordance with the American Arbitration Association's expedited labor arbitration rules, except as modified herein.

(b) A teacher who elects this forum rather than a 3020-a proceeding shall waive all rights to proceed in any other forum.

(c) In the event that a teacher is suspended pending the determination of this proceeding, the suspension shall be with pay, unless it is recognized under New York State law that the suspension may be without pay. No right to salary has been waived by this provision, nor has the District waived the right to suspend, provided that the suspension is consistent with the Education Law.

(d) The arbitrator for the American Arbitration Association's expedited arbitration procedure shall be selected from among the following five (5) arbitrators: Maurice Benewitz, Eugene Crowley, James Gross, Thomas Rinaldo, and Martin Scheinman. To obtain an arbitrator, the parties shall request that the American Arbitration Association return to the parties a listing containing the above specified arbitrators. Upon receipt of the list from the American Arbitration Association, the parties shall meet and mutually agree upon the choice of an arbitrator. If the parties cannot agree, they shall alternatively strike names from the listing until an arbitrator is selected. The party to strike the first name shall be determined by a coin toss.

(e) The mutually-chosen arbitrator shall hold a hearing within twenty (20) days of notification and shall render a decision within five (5) business days from the closing date of the hearing. If the arbitrator selected is unable to meet within the twenty (20) day limit, the parties shall meet to select another arbitrator as per the above stated process.

(f) The selected arbitrator shall have all power and authority granted to the panel pursuant to §3020-a of the Education Law, and his decision shall be final subject only to review in accordance with Article 75 of the Civil Practice Law and Rules.

(g) A teacher who elects this forum shall be entitled to exercise all procedural rights granted to him under Education Law 3020-a.

§32.10 Scheduling of hearing. Both parties shall make every effort to have arbitration hearings scheduled outside the regular school hours. If an arbitration hearing is scheduled during the school day, the grievant, Association Chairperson, and any witnesses shall be excused to attend the hearing without loss of leave or pay.

§32.11 Grievance form. A copy of the grievance form is contained in Appendix D.

ARTICLE 33 - SALARY

§33.1 Salary and bylaws.

(a) Each teacher will be placed on step on the applicable salary schedule (Appendix A) in accordance with the number of years of teaching experience and educational background recognized by the District and will be paid accordingly. In placing teachers on the appropriate salary schedule, the column labeled "Years" (Years of Experience) will represent each teacher's years of teaching experience as credited by the District.

(b) For teachers whose credited service exceeds the years of service specified on the appropriate salary schedule, the teacher's base salary (including graduate credits, but excluding any other stipends) will be determined as follows. Such increases will become part of the teacher's base salary in subsequent years.

(1) For the 2007-2008 school year, the teacher's base salary in the previous year will be increased by four and three-tenths percent (4.3%).

(2) For the 2008-2009 school year, the teacher's base salary in the previous year will be increased by four and four-tenths percent (4.4%).

1
2 (3) For the 2009-2010 school year, the teacher's base salary in the previous year
3 will be increased by four and one-half percent (4.5%).
4

5 (c) Each teacher who has an earned master's degree shall receive an additional one
6 thousand dollars (\$1,000).
7

8 (d) Prior approval of graduate hours in order to receive salary credit is not necessary
9 when following a college prescribed master's or doctor's program that is a program in education or in the
10 teacher's subject area. A teacher in a program that does not require prior approval shall notify the District
11 upon enrolling that he is taking such a course. All other graduate or in-service hours for which salary
12 credit is desired shall be submitted to the Superintendent for prior approval. The District shall provide
13 request forms for this purpose. In general, all courses shall be approved if found to be of value to the
14 teacher and the District. In order to receive credit for a master's degree or for academic hours of credit
15 earned, teachers must report them to the District no later than October 1.
16

17 (e) Graduate work or a master's degree which qualifies a teacher for a higher step on the
18 salary schedule must be reported before October 1 for a salary adjustment effective September 1 and
19 before March 1 for a salary adjustment effective February 1. If the course work or master's degree is not
20 reported by March 1, additional compensation for earned hours or a master's degree will be deferred until
21 the following year. When a teacher neglects to submit the request for graduate hour pay or pay for a
22 master's degree on a timely basis, the District will not make a retroactive salary adjustment (see
23 §33.1[d]).
24

25 (f) Graduate hours beyond sixty (60) must have prior approval from the Superintendent
26 and will be paid at seventy dollars (\$70) per hour in blocks of six (6). No reasons for disapproval need be
27 given. In general, courses will be approved that are clearly aimed at improving general pedagogy or
28 methodology.
29

30 (g) All teachers who work beyond the teacher work year shall be paid one two-
31 hundredths (1/200) of their regular salary for each extra day worked. Guidance counselors shall be paid
32 one two-hundredths (1/200) of their regular salary for each extra day worked beyond the regular teacher
33 work year as directed by their building principal.
34

35 (h) In the event that a teacher's hiring date is such that he begins work after the first day
36 of the school year, his salary will be determined by dividing the annual salary by two hundred (200) and
37 multiplying the result by the number of the workdays remaining in the school year.
38

39 (i) In the event that the District instructs a teacher to physically move to a different
40 classroom, the District shall pay fifteen dollars (\$15) per hour for up to ten (10) hours of move time spent
41 by the teacher or the District shall provide two (2) days of release time for the teacher to effect the move.
42

43 §33.2 Long term substitute.

44

45 (a) For purposes of this Agreement, the term "long term substitute" shall mean a person
46 who is hired to fill a specific vacancy that is anticipated to exceed sixty (60) days at the time of hiring, in
47 place of a teacher who is on an extended leave of absence but who is expected to return. In the event that
48 it becomes evident that a short term leave will be extended beyond a total duration of sixty (60) days, the
49 position shall be filled by a long term substitute at that time.
50

51 (b) Long term substitutes shall receive all benefits and shall be subject to all benefits and
52 terms and conditions of employment contained in this Agreement.
53

(c) In the event that a position within the District for which a long term substitute has been hired becomes vacant, the substitute may apply for the position. If the substitute applies for the position, he shall be considered along with any other applicants.

(d) Any long term substitute working twenty (20) school days or more for the same absent teacher shall be placed on the salary schedule retroactive to the first day the long term substitute began working for the absent teacher.

§33.3 Salary placement after an unpaid leave. A teacher who, because of an unpaid leave of absence, does not work at least ninety (90) days, or one (1) semester, in any school year shall not receive service credit on the salary schedule for the year in which the unpaid leave is taken. A teacher who works ninety (90) days or more, or one (1) semester, in any school year shall receive service credit on the salary schedule for working all year even though he has been absent from school during a portion of the year because of an unpaid leave of absence. A teacher who is absent and uses sick leave or one who is on sabbatical leave shall receive salary credit for the year. A teacher new to the District must work ninety (90) days or more, or one (1) semester, in order to receive service credit on the salary schedule.

§33.4 IRS Section 125. The District shall provide a qualified IRS Section 125 account, through a third-party administrator (TPA), available to each teacher, subject to the plan document. The establishment of the account shall be subject to the additional following conditions.

(a) The account will only be established if and when a sufficient number of teachers elect to participate in accordance with the rules and regulations set forth by the IRS and the TPA selected.

(b) The District and the Association will mutually agree on the TPA selected.

(c) The qualified uses for the funds shall be those permitted by federal law.

(d) The District shall contribute annually three hundred seventy-five dollars (\$375) on each teacher's benefit into an IRS Section 125 Flexible Benefit Account beginning each September 1 for that teacher. No teacher on an unpaid leave of absence shall be entitled to the contribution. Effective September 1, 2008, the District shall contribute annually four hundred dollars (\$400). Effective September 1, 2009, the District shall contribute annually four hundred twenty-five dollars (\$425).

(e) Teachers may elect to contribute additional funds beyond the District contribution into the existing qualified IRS Section 125 account.

(f) The Flexible Benefit Plan will provide for a "negative election" for the teachers' contributions to the premium equivalent for the Health Care Plan.

(g) The cost of the administration of the fund shall be the responsibility of the teachers participating in this account.

§33.5 403b Discriminatory Plan. The District will establish a 403b Discriminatory Plan for the lump sum payments provided to teachers in Article 34 – Retirement Incentive plus unused sick leave and §35.6 Credit for unused sick leave.

ARTICLE 34 - RETIREMENT INCENTIVE

§34.1 Non-elective 403-b employer contribution. A teacher who retires and meets the eligibility requirements set forth in this article shall receive the following: twenty thousand dollars (\$20,000), plus an amount equal to the teacher's accumulated sick leave, not to exceed two hundred (200)

days, multiplied by forty dollars (\$40) per day. For the purpose of computing accumulated sick leave days, a teacher's allocation shall be prorated in the year in which he retires at the rate of 1.1 sick leave days for each month or part thereof that he works. If the amount of the retirement incentive under this section is in excess of one thousand dollars (\$1,000), the incentive shall be contributed by the District, as a non-elective employer contribution, to a tax-sheltered annuity contract within the meaning of Internal Revenue Code Section 403(b). If the amount of the retirement incentive under this section is one thousand dollars (\$1,000) or less, the incentive shall be paid as a lump-sum payment. The contribution or payment shall be remitted by the District on the first payday after the last day he provides services to the District. The District shall report this retirement incentive contribution or payment as earnings for the last school year worked by the teacher as required by Education Law and Retirement and Social Security Law.

§34.2 Eligibility requirements. In order to be eligible for this benefit, a teacher must meet the following requirements.

- (a) Have worked in the District at least ten (10) years; and,
- (b) Retire during the school year he becomes first eligible under the rules and regulations of the New York State Teachers' Retirement System. "First eligible" means the teacher is entitled to receive his full pension benefit without reduction for years of service.
- (c) Provide the District with a letter of resignation for the purpose of retirement no later than March first in the school year immediately preceding the year in which the teacher is first eligible; and,
- (d) A member may withdraw a letter that has been acted upon by the board under the following circumstances.
 - (1) Documented financial crisis.
 - (2) Death in the immediate family as defined in §24.1 of the Agreement.
 - (3) Serious family illness resulting in significant changes in anticipated retirement plans.
 - (4) Divorce or legal separation.
- (e) In the case of the teacher who is first eligible during the months of July and August, he must retire prior to September first.

§34.3 Waiver of benefit. An employee who is past his first eligible date and who elects not to utilize this benefit shall waive any future claims to entitlement of this incentive.

ARTICLE 35 - ADDITIONAL COMPENSATION

§35.1 Department Heads and Grade Level Coordinators.

- (a) Schedules for Department Heads and Grade Level Coordinators shall be worked out with Administration to allow working with teachers in their departments and observation of them in their classes. The responsibilities of Department Heads shall be reviewed periodically by the Administrator, Department Heads and the Association.

(b) Department Heads and Grade Level Coordinators shall not be used to evaluate the performance of teachers.

(c) The salaries for Department Heads and Grade Level Coordinators are set forth in Appendix C.

(d) A job description for Department Heads and Grade Level Coordinators will be provided by the District with input from the Association.

§35.2 Proctoring (including ticket takers).

(a) Regular proctors' salaries are set forth in Appendix C. Proctoring assignments for athletic events shall be given to teacher volunteers. If, for the athletic events, there are not enough volunteer proctors for these events, the secondary Principal shall fill positions with the use of a number selection system. Any exchanges or other arrangements must be approved in advance of the event by the building Principals. If a suitable replacement can be found, the proctor may be excused. Any other proctoring duties shall be assigned as per present arrangements with the salary to be the same as specified in Appendix C.

(b) The head proctor's salary is set forth in Appendix C. The head proctor will be responsible for assigning and supervising the proctors at athletic events, as directed by the Principal.

§35.3 Extracurricular activities.

(a) A regular classroom teaching assignment may include the handling of related activities such as cafeteria, bus, and playground duty. In addition, each teacher shall be subject to assignment by the building Principal to supervision of other activities in the school such as holiday programs and Open House.

(b) Certain extracurricular activities, particularly in the high school, carry heavy responsibilities and require considerable time. The District shall, therefore, compensate teachers so assigned in accordance with the following policies: (1) Special assignments for which additional compensation is given shall be limited when possible to two (2) activities per year; (2) care shall be exercised by the building Principal to distribute the activity assignments so that no teacher will be carrying more than one (1) extra assignment or responsibility at a time; and (3) extracurricular salaries shall be for those extracurricular activities which require time beyond the regular teacher workday. Any exceptions to this policy shall require approval by the Board.

(c) Extracurricular salaries are set forth in Appendix C. If any activity listed on the schedule is discontinued, there shall be no obligation to pay the advisor's salary.

(d) A job description for extracurricular advisors will be provided by the District with input from the Association.

§35.4 Coaching.

(a) Coaching salaries are set forth in Appendix B. If any sport listed on the schedule is discontinued, there shall be no obligation to pay the coach's salary.

(b) A coach shall be permitted up to five (5) absences for illness per season without loss of stipend.

(c) In the case of an extended illness during a season, a substitute coach shall be hired after the five (5) days of absence. The substitute shall be hired for the remainder of the season with the understanding that if the coach returns prior to the end of the season, he shall be reinstated to the position. If the coach does return, his stipend shall be prorated.

(d) A substitute coach shall be paid on a prorated basis for the particular sport if he is a teacher.

(e) In the case of a temporary absence of an incumbent coach, the Director of Athletics may, at his discretion, recommend to the Principal that a substitute coach be hired. In such a case, the substitute coach will be hired according to this procedure: (1) The first day a coach is absent, substitute coach pay will not be allocated; and (2) if the incumbent coach is absent for a second, consecutive day, the Director of Athletics may recommend a substitute coach and will verify the substitute coach's compensation in accordance with Appendix B of this Agreement, as the same shall be applicable to the individual substitute coach.

(f) If an incumbent coach's absence occurs on a practice day or game day involving a regularly-scheduled meet or playoff event, the Director of Athletics may seek special permission from the Principal for the employment of a substitute coach effective from the first day of absence of the incumbent coach.

(g) Post-season. If a sports season is extended, the affected coach shall receive a prorated stipend of one hundred dollars (\$100) per week.

§35.5 Mileage reimbursement. A teacher required to drive a private vehicle on school business shall be paid the current IRS rate as reported by the Board of Education annually in July and January, paid semiannually, provided that such travel is approved in advance by the building Principal or, if appropriate, the Superintendent.

§35.6 Contribution for unused sick leave. Upon separation, a teacher who leaves the employment of the District shall receive the following: an amount equal to the teacher's accumulated sick leave, not to exceed one hundred eighty-two (182) days, multiplied by thirty dollars (\$30) per day. For the purpose of computing accumulated sick leave days, a teacher's allocation shall be prorated in the year in which he leaves the employment of the District at the rate of 1.1 sick leave days for each month or part thereof that he works. A teacher who is eligible for and elects to receive the retirement incentive set forth in Article 34 of this agreement shall not be eligible for this benefit. If the amount calculated under this section is in excess of one thousand dollars (\$1,000), the amount shall be contributed by the District, as a non-elective employer contribution, to a tax-sheltered annuity contract within the meaning of Internal Revenue Code Section 403(b). If the amount calculated under this section is one thousand dollars (\$1,000) or less, the amount shall be paid as a lump-sum payment. The contribution or payment shall be remitted by the District within thirty (30) days of the effective date of a teacher's last day of service with the District.

§35.7 Contribution for unused sick leave upon retirement. A teacher who retires from the District but who is not eligible for the retirement incentive set forth in Article 34 shall receive an amount equal to the teacher's accumulated sick leave not to exceed two hundred (200) days, multiplied by forty dollars (\$40) per day. If the amount calculated under this section is in excess of one thousand dollars (\$1,000), the amount shall be contributed by the District, as a non-elective employer contribution, to a tax-sheltered annuity contract within the meaning of Internal Revenue Code Section 403(b). If the amount calculated under this section is one thousand dollars (\$1,000) or less, the amount shall be paid as a lump-sum payment. The contribution or payment shall be remitted by the District within thirty (30) days of the effective date of a teacher's last day of service with the District.

1 **§35.8 Passes for school events.** The District will annually provide each teacher with a pass
2 to enable him to attend school events without charge.
3

4 **ARTICLE 36 - GENERAL PROVISIONS**

5
6 **§36.1 Reprisals prohibited.** There will be no reprisals of any kind taken against any
7 teacher by reason of his membership in the Association or participation in any Association activities.
8

9 **§36.2 Supersession.** This Agreement constitutes the entire understanding of issues
10 discussed between the Board and the Association and supersedes all previous understandings and
11 agreements.
12

13 **§36.3 Severability.** Should any court or tribunal of competent jurisdiction declare any
14 portion of this Agreement invalid, or enjoin or restrain performance thereof, the operation and effect of
15 such declaration, judgment, or order shall be strictly limited to its terms and such portion hereof as was
16 directly involved in the initiating controversy, and shall not affect the remainder of this Agreement.
17 Immediately following any such declaration, judgment, or order, the parties hereto covenant to
18 renegotiate the affected portion to a final form that shall serve both the intent of the parties and the
19 mandate of law.
20

21 **§36.4 Supremacy of agreement.** Any individual agreement or contract heretofore or
22 hereafter executed with any individual member of the negotiating unit represented by the Association
23 shall be subject to and consistent with the terms and conditions of the Agreement and subsequent
24 agreements hereinafter executed by the parties. During its duration, this Agreement shall be controlling.
25

26 **§36.5 Section 204-a of the Public Employees' Fair Employment Act.** "IT IS AGREED
27 BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING
28 LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR
29 BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE
30 UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL."
31

32 **ARTICLE 37 - TEACHING ASSISTANTS**

33 **§37.1 Teaching assistant defined • duties.**

34
35
36 (a) In accordance with the regulations of the Commissioner of Education, and occupying
37 positions for which certification is required, teaching assistants may be assigned under the general
38 supervision of a certified teacher.
39

40 (b) If said teaching assistants are assigned, they will perform such duties as: Working
41 with individual pupils or groups of pupils on special projects while the teacher in the room is working
42 with other pupils; providing the teacher with general information about pupils to aid the teacher in the
43 development of instructional materials and aiding pupils to use available resources; utilizing their own
44 special skills and abilities in such areas as foreign languages, arts, crafts, music, and similar subjects;
45 supporting the teacher in providing an effective climate for learning.
46

47 **§37.2 Evaluation • purpose.**

48
49 (a) The purpose of this evaluation procedure shall be to maintain a qualified, competent
50 staff, to promote the development of the staff, and to determine continuation of employment.
51

52 (b) To further these purposes, the persons responsible for the evaluation of teaching
53 assistants acknowledge the right of the assistant to (1) know how well he is performing the duties and

responsibilities of his position, (2) know the duties of his job and how he is expected to perform, (3) have open, candid appraisal of his work, including discussion of his evaluation reports with the person evaluating, (4) know those areas, if any, where improvement is needed, and what specifically the teaching assistant should do to improve, (5) seek and receive appropriate assistance where needed, and (6) be given the opportunity to improve his performance within a reasonable time as judged by the Administrator.

§37.3 Evaluation • procedure.

(a) Evaluations shall be done only by persons certified in Administration.

(b) Each returning teaching assistant shall be observed at least once each year and first year teaching assistants shall be observed at least twice each year for a minimum of thirty (30) minutes per observation.

(c) Following each observation, the Administrator shall complete the written Teaching Assistant Observation Form (Appendix I). If either the Administrator or teaching assistant requests a conference to discuss the observation, a meeting shall be held within five (5) working days after the observation. The final copy shall be given to the teaching assistant within ten (10) working days following the observation.

(d) Each teaching assistant shall be evaluated at least once each school year on the Performance Review for Teaching Assistants Form (Appendix J). A copy of the completed form will be given to the teaching assistant no later than thirteen (13) working days before the end of the school year. A conference shall be held within five (5) working days if either the teaching assistant or the Administrator wishes to discuss the completed evaluation. The teaching assistant shall sign the written evaluation to indicate that he has reviewed the evaluation and he may add written comments to the form.

(e) The Administrator and teaching assistant shall sign the observation and evaluation forms in the appropriate spaces. The teaching assistant shall return the signed forms within five (5) school days. A copy of the form shall be given to the teaching assistant and a copy will be placed in the teaching assistant's personnel file.

(f) Any information other than observations and written evaluations that is used to judge the teaching assistant's performance must be fully documented and will be placed in the teaching assistant's personnel file with his full knowledge.

(g) The teaching assistant may attach a written statement to any documentation placed in his personnel file to provide information or clarification.

§37.4 Work year. The teaching assistant work year shall be the same as the teacher work year as specified in the calendar adopted by the District. Note: This now includes conference days.

§37.5 Salary. Teaching assistants shall be paid a percentage of the amount on the teachers' salary schedule (Appendix A) in the bachelor's column in accordance with their years of service. For the following school years, the specified percentages shall apply.

(a) 2007-2008: Fifty percent (50%)

(b) 2008-2009: Fifty-two and one-half percent (52.5%)

(c) 2009-2010: Fifty-five percent (55%)

APPENDIX A – SALARY SCHEDULES

2007-2008 Salary Schedule

Step	Years	B	B+6	B+12	B+18	B+24	B+30	B+36	B+42	B+48	B+54	B+60
1	1	\$36,700	\$38,150	\$38,550	\$38,850	\$39,200	\$39,550	\$39,900	\$40,250	\$40,600	\$40,950	\$41,300
2	2	\$37,436	\$38,978	\$39,362	\$39,704	\$40,066	\$40,432	\$40,794	\$41,161	\$41,523	\$41,890	\$42,251
3	3	\$38,228	\$39,829	\$40,227	\$40,582	\$40,959	\$41,338	\$41,715	\$42,095	\$42,472	\$42,853	\$43,227
4	4	\$39,042	\$40,696	\$41,108	\$41,474	\$41,863	\$42,255	\$42,643	\$43,037	\$43,425	\$43,820	\$44,207
5	5	\$39,906	\$41,610	\$42,035	\$42,414	\$42,814	\$43,219	\$43,619	\$44,025	\$44,426	\$44,832	\$45,231
6	6	\$40,819	\$42,576	\$43,014	\$43,403	\$43,816	\$44,235	\$44,648	\$45,066	\$45,479	\$45,897	\$46,309
7	7	\$42,005	\$43,784	\$44,232	\$44,644	\$45,072	\$45,502	\$45,935	\$46,367	\$46,795	\$47,229	\$47,657
8	8	\$42,978	\$44,770	\$45,221	\$45,658	\$46,101	\$46,545	\$46,988	\$47,434	\$47,878	\$48,323	\$48,767
9	9	\$43,981	\$45,814	\$46,275	\$46,732	\$47,189	\$47,646	\$48,106	\$48,566	\$49,023	\$49,483	\$49,940
10	10	\$45,014	\$46,892	\$47,365	\$47,841	\$48,297	\$48,784	\$49,259	\$49,732	\$50,204	\$50,676	\$51,136
11	11-15	\$46,083	\$48,005	\$48,492	\$48,982	\$49,469	\$49,957	\$50,446	\$50,936	\$51,423	\$51,910	\$52,401
12	16	\$47,186	\$49,151	\$49,657	\$50,161	\$50,667	\$51,092	\$51,671	\$52,177	\$52,682	\$53,184	\$53,687
13	17-19	\$48,324	\$50,338	\$50,857	\$51,377	\$51,896	\$52,416	\$52,935	\$53,459	\$53,978	\$54,497	\$55,016
14	20	\$49,498	\$51,559	\$52,096	\$52,635	\$53,169	\$53,707	\$54,242	\$54,779	\$55,317	\$55,854	\$56,389
15	21	\$50,710	\$52,821	\$53,374	\$53,930	\$54,483	\$55,036	\$55,591	\$56,146	\$56,699	\$57,253	\$57,807
16	22-25	\$51,960	\$54,125	\$54,696	\$55,269	\$55,839	\$56,409	\$56,982	\$57,554	\$58,125	\$58,695	\$59,270
17	26	\$53,248	\$55,467	\$56,056	\$56,645	\$57,236	\$57,825	\$58,418	\$59,005	\$59,597	\$60,186	\$60,776
18	27	\$54,580	\$56,854	\$57,465	\$58,072	\$58,681	\$59,289	\$59,898	\$60,469	\$61,116	\$61,723	\$62,332
19	28	\$55,956	\$58,285	\$58,913	\$59,541	\$60,170	\$60,795	\$61,427	\$62,057	\$62,682	\$63,310	\$63,939
20	29	\$57,374	\$59,763	\$60,412	\$61,059	\$61,707	\$62,354	\$63,002	\$63,650	\$64,300	\$64,950	\$65,596
21	30	\$58,838	\$61,285	\$61,955	\$62,622	\$63,294	\$63,963	\$64,631	\$65,300	\$65,969	\$66,640	\$67,306

Base salaries: Add one thousand dollars (\$1,000) for master's degree.

APPENDIX A – SALARY SCHEDULES (continued)

2008-2009 Salary Schedule

Step	Years	B	B+6	B+12	B+18	B+24	B+30	B+36	B+42	B+48	B+54	B+60
1	1	\$37,600	\$39,000	\$39,450	\$39,700	\$40,050	\$40,400	\$40,750	\$41,100	\$41,450	\$41,800	\$42,150
2	2	\$38,315	\$39,829	\$40,246	\$40,559	\$40,925	\$41,290	\$41,656	\$42,021	\$42,386	\$42,752	\$43,117
3	3	\$39,084	\$40,693	\$41,094	\$41,451	\$41,829	\$42,211	\$42,589	\$42,972	\$43,350	\$43,733	\$44,110
4	4	\$39,910	\$41,582	\$41,997	\$42,368	\$42,761	\$43,157	\$43,550	\$43,948	\$44,341	\$44,738	\$45,129
5	5	\$40,759	\$42,486	\$42,917	\$43,299	\$43,705	\$44,114	\$44,519	\$44,931	\$45,336	\$45,748	\$46,152
6	6	\$41,662	\$43,441	\$43,885	\$44,280	\$44,698	\$45,120	\$45,539	\$45,962	\$46,380	\$46,805	\$47,221
7	7	\$42,615	\$44,450	\$44,907	\$45,313	\$45,744	\$46,181	\$46,612	\$47,049	\$47,480	\$47,917	\$48,347
8	8	\$43,853	\$45,711	\$46,178	\$46,608	\$47,055	\$47,504	\$47,956	\$48,407	\$48,854	\$49,307	\$49,754
9	9	\$44,869	\$46,740	\$47,211	\$47,667	\$48,129	\$48,593	\$49,056	\$49,521	\$49,984	\$50,449	\$50,912
10	10	\$45,916	\$47,830	\$48,311	\$48,788	\$49,266	\$49,743	\$50,223	\$50,703	\$51,180	\$51,660	\$52,137
11	11	\$46,994	\$48,955	\$49,449	\$49,946	\$50,422	\$50,931	\$51,426	\$51,921	\$52,413	\$52,906	\$53,386
12	12-16	\$48,111	\$50,117	\$50,626	\$51,138	\$51,646	\$52,155	\$52,665	\$53,177	\$53,686	\$54,194	\$54,707
13	17	\$49,263	\$51,314	\$51,842	\$52,368	\$52,896	\$53,340	\$53,945	\$54,473	\$55,000	\$55,524	\$56,050
14	18-20	\$50,451	\$52,553	\$53,094	\$53,638	\$54,179	\$54,722	\$55,265	\$55,811	\$56,353	\$56,895	\$57,437
15	21	\$51,676	\$53,827	\$54,388	\$54,951	\$55,508	\$56,070	\$56,629	\$57,190	\$57,750	\$58,311	\$58,870
16	22	\$52,941	\$55,145	\$55,723	\$56,303	\$56,880	\$57,458	\$58,037	\$58,616	\$59,193	\$59,773	\$60,351
17	23-26	\$54,246	\$56,507	\$57,103	\$57,700	\$58,296	\$58,891	\$59,489	\$60,086	\$60,683	\$61,277	\$61,877
18	27	\$55,591	\$57,907	\$58,523	\$59,138	\$59,754	\$60,369	\$60,989	\$61,601	\$62,219	\$62,835	\$63,450
19	28	\$56,982	\$59,356	\$59,994	\$60,627	\$61,263	\$61,898	\$62,534	\$63,130	\$63,805	\$64,438	\$65,074
20	29	\$58,418	\$60,849	\$61,505	\$62,160	\$62,817	\$63,470	\$64,130	\$64,788	\$65,440	\$66,096	\$66,752
21	30	\$59,899	\$62,392	\$63,070	\$63,746	\$64,422	\$65,097	\$65,775	\$66,451	\$67,129	\$67,807	\$68,483

Base salaries: Add one thousand dollars (\$1,000) for master's degree.

APPENDIX A – SALARY SCHEDULES (continued)

2009-2010 Salary Schedule

Step	Years	B	B+6	B+12	B+18	B+24	B+30	B+36	B+42	B+48	B+54	B+60
1	1	\$38,500	\$39,850	\$40,350	\$40,550	\$40,850	\$41,250	\$41,600	\$41,950	\$42,300	\$42,750	\$43,100
2	2	\$39,254	\$40,716	\$41,186	\$41,447	\$41,812	\$42,178	\$42,543	\$42,908	\$43,274	\$43,681	\$44,047
3	3	\$40,039	\$41,621	\$42,057	\$42,385	\$42,766	\$43,148	\$43,530	\$43,912	\$44,294	\$44,676	\$45,057
4	4	\$40,842	\$42,524	\$42,943	\$43,316	\$43,711	\$44,110	\$44,505	\$44,906	\$45,301	\$45,701	\$46,095
5	5	\$41,706	\$43,453	\$43,887	\$44,274	\$44,685	\$45,099	\$45,510	\$45,925	\$46,336	\$46,751	\$47,160
6	6	\$42,594	\$44,398	\$44,848	\$45,247	\$45,672	\$46,099	\$46,523	\$46,953	\$47,376	\$47,806	\$48,228
7	7	\$43,537	\$45,396	\$45,859	\$46,272	\$46,709	\$47,151	\$47,588	\$48,030	\$48,467	\$48,911	\$49,346
8	8	\$44,533	\$46,450	\$46,928	\$47,352	\$47,803	\$48,259	\$48,710	\$49,166	\$49,617	\$50,073	\$50,522
9	9	\$45,826	\$47,768	\$48,256	\$48,705	\$49,173	\$49,642	\$50,114	\$50,585	\$51,053	\$51,526	\$51,993
10	10	\$46,888	\$48,843	\$49,336	\$49,812	\$50,295	\$50,780	\$51,263	\$51,749	\$52,234	\$52,720	\$53,203
11	11	\$47,983	\$49,982	\$50,485	\$50,983	\$51,483	\$51,981	\$52,483	\$52,985	\$53,483	\$53,985	\$54,483
12	12	\$49,109	\$51,158	\$51,674	\$52,194	\$52,691	\$53,223	\$53,740	\$54,257	\$54,771	\$55,287	\$55,789
13	13-17	\$50,275	\$52,373	\$52,904	\$53,439	\$53,970	\$54,502	\$55,035	\$55,570	\$56,101	\$56,633	\$57,169
14	18	\$51,479	\$53,623	\$54,175	\$54,725	\$55,277	\$55,741	\$56,372	\$56,924	\$57,475	\$58,022	\$58,572
15	19-21	\$52,721	\$54,918	\$55,484	\$56,051	\$56,617	\$57,185	\$57,751	\$58,323	\$58,889	\$59,455	\$60,022
16	22	\$54,001	\$56,249	\$56,835	\$57,424	\$58,006	\$58,593	\$59,177	\$59,763	\$60,349	\$60,935	\$61,519
17	23	\$55,323	\$57,626	\$58,230	\$58,837	\$59,440	\$60,043	\$60,649	\$61,254	\$61,857	\$62,462	\$63,067
18	24-27	\$56,688	\$59,050	\$59,672	\$60,297	\$60,919	\$61,541	\$62,166	\$62,790	\$63,414	\$64,035	\$64,662
19	28	\$58,093	\$60,513	\$61,156	\$61,799	\$62,443	\$63,086	\$63,733	\$64,373	\$65,019	\$65,662	\$66,305
20	29	\$59,546	\$62,027	\$62,693	\$63,356	\$64,020	\$64,683	\$65,348	\$65,970	\$66,676	\$67,338	\$68,003
21	30	\$61,047	\$63,588	\$64,273	\$64,958	\$65,644	\$66,327	\$67,016	\$67,703	\$68,385	\$69,070	\$69,756

Base salaries: Add one thousand dollars (\$1,000) for master's degree.

APPENDIX B - COACHES' SALARIES

COACHING POSITION	STIPEND
Athletic Manager	10.0%
Bowling	4.0%
Soccer	8.0%
Modified Soccer	4.0%
Boys' Varsity Football	8.0%
Boys' Varsity Assistant Football	6.0%
Boys' JV Football	6.0%
Boys' JV Assistant Football	5.0%
Boys' Modified Football	4.0%
Boys' Varsity Basketball	9.0%
Boys' JV Basketball	7.0%
Boys' Modified Basketball	5.0%
Girls' Varsity Basketball	9.0%
Girls' JV Basketball	7.0%
Girls' Modified Basketball	5.0%
Boys' Varsity Baseball	8.0%
Boys' JV Baseball	6.0%
Modified Baseball	4.0%
Girls' Varsity Softball	8.0%
Girls' JV Softball	6.0%
Modified Softball	4.0%
Boys' Varsity Swimming	9.0%
Girls' Swimming	8.0%
Modified Swimming	4.0%
Varsity Golf	8.0%
Coed Varsity Tennis	8.0%
Coed Cross Country	8.0%
Boys' Varsity Track	8.0%
Girls' Track	8.0%
Modified Track	4.0%
Girls' Varsity Volleyball	8.0%
Girls JV Volleyball	6.0%
Girls Modified Volleyball	5.0%
Boys' Varsity Wrestling	9.0%
Modified Wrestling	5.0%
Cheerleading Fall	4.5%
Cheerleading Winter	6.5%

Coaches are expected to practice a reasonable amount of time each week during their season; if not, their compensation will be prorated weekly.

For the 2007-2008, 2008-2009 and 2009-2010 fiscal years, the percent listed for each coaching position is to be multiplied by the coach's base (B level) salary on the 2007-2008, 2008-2009 and 2009-2010 salary schedules, respectively, according to the number of years of coaching experience in the sport as recognized by the District.

The District shall make every effort to not schedule teacher duties during the first and second and eighth and ninth periods so that the Athletic Manager might perform Athletic Manager duties during that time period.

APPENDIX C - EXTRACURRICULAR SALARIES

EXTRACURRICULAR POSITION	STIPEND
Senior Class Advisor	8.0%
Junior Class Advisor	4.0%
Sophomore Class Advisor	2.0%
Freshman Class Advisor	2.0%
Senior Student Council	5.0%
Middle School Student Council	2.0%
Student Newspaper	3.0%
Secondary School Play	3.0%
Yearbook Advisor	7.0%
Elementary Yearbook Advisor	4.0%
Student Funds	5.0%
Extra Music Director	3.0%
Art Club	3.0%
Honor Society	2.0%
Musical Director	5.0%
Pool Director	6.0%
AV Coordinator High School	4.0%
AV Coordinator Elementary	4.0%
Audio Coordinator	3.0%
Varsity "O" Advisor	4.0%
Literary Magazine Advisor	3.0%
Ski Club	3.0%
Elementary Student Council	3.0%
Computer Coordinator	6.0%
Dean of Students Middle School	5.0%
Dean of Students Senior High	5.0%
Timekeepers	.055%/hour
Department Heads and Grade Level Coordinators:	
Three (3) teachers or less	3.75%
Between four (4) and six (6) teachers	4.5%
Seven (7) or more teachers	5.5%
SADD Advisor	2.5%
FHA Advisor	2.5%
Head Teacher Hanlon Elementary School	4.0%
Head Teacher BC Cate Elementary School	4.0%
Lab Manager/Technology Director Hanlon Elementary School	4.0%
Lab Manager/Technology Director BC Cate Elementary School	4.0%
Science Coordinator Hanlon Elementary School	3.0%
Science Coordinator BC Cate Elementary School	3.0%
Elementary Play Director	4.0%
Home Bound Instruction	.069%/hour
After School Detention	.069%/hour
Academic Study Hall	.069%/hour
Regular Proctor	.041%/hour
Head Proctor	.059%/hour

APPENDIX D - GRIEVANCE FORM

GRIEVANT: _____

BUILDING: _____ SUBJECT OR GRADE: _____

NATURE OF GRIEVANCE:

[illegible]

SETTLEMENT DESIRED:

[illegible]

SIGNATURE: _____ DATE: _____

FILL OUT IN QUADRUPLICATE AND DISTRIBUTE TO:

- (1) IMMEDIATE SUPERVISOR
- (2) BUILDING REPRESENTATIVE
- (3) GRIEVANCE COMMITTEE
- (4) TEACHER

APPENDIX E – CLASSROOM EVALUATION FORM

Odessa-Montour Central School
Odessa, New York

NARRATIVE FORM

NAME: _____ **GRADE:** _____ **DATE:** _____
DEPARTMENT: _____ **TIME:** From _____ to _____
ADMINISTRATOR'S SIGNATURE: _____

DESCRIPTION OF LESSON:

TEACHER COMMENTS:

THE TEACHER WILL SIGN HERE INDICATING RECEIPT AND PERUSAL OF THIS
EVALUATION BUT NOT APPROVAL OR DISAPPROVAL.

TEACHER'S SIGNATURE: _____ **DATE:** _____

SUPERINTENDENT'S INITIALS: _____

APPENDIX F – ALTERNATIVE SELF-ASSESSMENT REFLECTION**1. HOW THIS HELPED ME GROW AS A PROFESSIONAL:**

2. SUMMARY OF DISCUSSION BETWEEN ADMINISTRATOR AND TEACHER:

ADMINISTRATOR'S SIGNATURE: _____

DATE: _____

TEACHER'S SIGNATURE: _____

DATE: _____

- NOTE: This form is to be submitted by June 1. A copy of the signed form will be placed in the teacher's personnel file.

APPENDIX G – PUPIL PERSONNEL STAFF EVALUATION FORM

STAFF MEMBER: _____ DATE: _____

AREA: _____ SCHOOL: _____

ADMINISTRATOR: _____

EMPLOYEE STATUS: _____ Probationary _____ Tenured

CODE	
E - Exemplary	U - Unsatisfactory
P - Proficient	N/O - Not Observed
D - Developing	

Explanation of Codes:

Exemplary Performance within this function area is consistently outstanding. Teaching practices are demonstrated at the highest level of performance. Teacher continuously seeks to expand scope of competencies and constantly undertakes additional, appropriate responsibilities.

Proficient Performance within this function area consistently meets standards. Teaching practices fully meet all performance expectations at an acceptable level. Teacher maintains an adequate scope of competencies and performs additional responsibilities as assigned.

Developing Performance within this function area is sometimes inadequate/unacceptable and needs improvement. Teacher requires supervision and assistance to maintain an adequate scope of competencies and sometimes fails to perform additional responsibilities as assigned.

Unsatisfactory Performance within this function area is consistently inadequate/unacceptable and most practices require considerable improvement to fully meet minimum performance expectations. Teacher requires close and frequent supervision in the performance of all responsibilities.

Not Observed It was not observed. This is neither positive nor negative.

Tenured pupil personnel staff may choose one of the options as described on pages 33 and following.

APPENDIX G (continued)

Pupil Personnel Staff Evaluation Form

1. Knowledge of Content/Specialty Area					
INDICATORS	U	D	P	E	N/O
a. Demonstrates a knowledge, understanding, and application of specialty area.					
b. Keeps apprised of developments in techniques, philosophy, and content through professional reading and in-service/workshops/conferences.					
c. Places emphasis on skill development, acquisition of knowledge and problem-solving that is age appropriate.					
d. Cooperates in the development, coordination, and assessment of programs based upon the District exit outcomes.					
e. Collaborates with local, regional, and state organizations in order to enhance relevance and delivery of services on the District level.					
f. Strives to develop an understanding of and a respect for cultural and individual differences					
Narrative:					
2. Preparation					
INDICATORS	U	D	P	E	N/O
a. Uses adopted District policies and regulations and provides activities relevant to students with differing abilities and goals.					
b. Develops short and long-term objectives that reflect purpose, continuity, and correlation to program.					
c. Selects appropriate materials and resources to implement plans.					
Narrative:					
3. Facilitation Skills					
INDICATORS	U	D	P	E	N/O
a. Provides diverse opportunities for successful student participation and response.					
b. Relates to student interests/experiences.					
c. Uses a variety of interpersonal techniques appropriate to the activity.					
d. Monitors student understanding and adjusts methods accordingly.					
e. Considers diverse methods of presentation of information (discussion, group learning, demonstration, hands-on participation, computer utilization, etc.).					
f. Designs activities appropriate to students' abilities and learning styles.					
g. Uses time effectively.					
Narrative:					

APPENDIX G (continued)

Pupil Personnel Staff Evaluation Form

4. Case Management					
INDICATORS	U	D	P	E	N/O
a. Organizes a climate to facilitate learning and success.					
b. Facilitates transitions from one activity to another.					
c. Maintains orderly system for duties.					
d. Clearly defines and communicates behavior expectations to students.					
e. Monitors student behavior and provides appropriate feedback to students.					
f. Facilitates appropriate student behavior choices.					
g. Reinforces learning efforts of students.					
h. Encourages goal-setting, personal responsibility and self-assessment in each student.					
Narrative:					
5. Child Advocacy					
INDICATORS	U	D	P	E	N/O
a. Plans student activities to promote mastery of prerequisite skills and knowledge.					
b. Demonstrates understanding of the developmental stages and needs of students.					
c. Promotes student practices and activities that enhance physical, intellectual, emotional, and social development.					
d. Interacts at levels appropriate to individual student abilities and cultural heritage differences.					
e. Challenges students while providing for individual differences.					
f. Respects and values differing quality world pictures.					
g. Challenges each student at his/her present level of achievement.					
h. Advises appropriate curricular choices based on student assessment tools.					
i. Monitors student progress using a variety of formal and informal assessment tools.					
Narrative:					

APPENDIX G (continued)

Pupil Personnel Staff Evaluation Form

6. Collaboration					
INDICATORS	U	D	P	E	N/O
a. Consults with school and community resources when appropriate.					
b. Attempts to convey warmth, friendliness, and enthusiasm.					
c. Treats sensitive situations with discretion.					
d. Communicates with respect and politeness.					
e. Uses personal conferences to help individuals within the school community to problem solve.					
f. Communicates and interacts effectively with parents regarding student attendance, student performance, and school-related behavior.					
g. Is ethical in the use of confidential information.					
h. Promotes a cooperative school atmosphere through relationships with colleagues.					
i. Assists faculty members and staff members in understanding school operations and procedures.					
j. Works the groups and/or individuals in promoting school-related projects.					
Narrative:					
7. Reflective and responsive practice that demonstrates adjustments are made on a continuing basis to improve the effectiveness of student support.					
INDICATORS	U	D	P	E	N/O
a. Maintains appropriate record and inventory systems.					
b. Pursues opportunities for professional growth.					
c. Is aware of relevant and current issues in education.					
d. Assumes responsibility and/or actively participates in professional organizations.					
e. Displays evidence in growth through study, reading, writing, travel, and other professional endeavors.					
f. Re-assesses periodically the departmental curriculum content.					
g. Plans and monitors adjustments within the curriculum.					
h. Shares in District and building committee work where appropriate.					
i. Participates in District goal setting for student progress.					
j. Possesses an understanding of school-wide curriculum.					
Narrative:					

APPENDIX G (continued)

Pupil Personnel Staff Evaluation Form

8. Student Assessment					
INDICATORS	U	D	P	E	N/O
a. Has knowledge of student assessment.					
b. Assesses, evaluates, and takes appropriate action when dealing with the needs of individuals.					
c. Assesses and documents student progress through a variety of formal and informal assessment tools.					
d. Gives consistent and timely assessment of student performance.					
Narrative:					

PUPIL PERSONNEL STAFF COMMENTS:

ADMINISTRATOR'S SIGNATURE _____

DATE _____

THE TEACHER WILL SIGN HERE INDICATING RECEIPT AND PERUSAL OF THIS EVALUATION BUT NOT APPROVAL OR DISAPPROVAL.

TEACHER'S SIGNATURE: _____

DATE: _____

SUPERINTENDENT'S INITIALS: _____

APPENDIX H – ANNUAL TEACHER EVALUATION FORM

NAME: _____ DATE: _____

ASSIGNMENT: _____

SCHOOL: _____

EMPLOYEE STATUS: ☐ Probationary ☐ Tenured ☐ Part-time ☐ Long-term Substitute

Evaluation Procedure:

The evaluation must indicate the teacher's performance in each of the items. This judgment is to be based upon a review of each of the practices listed within a section.

A teacher who is satisfactory is a competent professional teacher. If a teacher makes a major contribution to a school, or consistently exceeds expectations, the administrator may describe the commendatory practice.

CODE	
E - Exemplary	U - Unsatisfactory
P - Proficient	N/O - Not Observed
D - Developing	

Explanation of Codes:

- Exemplary** Performance within this function area is consistently outstanding. Teaching practices are demonstrated at the highest level of performance. Teacher continuously seeks to expand scope of competencies and constantly undertakes additional, appropriate responsibilities.
- Proficient** Performance within this function area consistently meets standards. Teaching practices fully meet all performance expectations at an acceptable level. Teacher maintains an adequate scope of competencies and performs additional responsibilities as assigned.
- Developing** Performance within this function area is sometimes inadequate/unacceptable and needs improvement. Teacher requires supervision and assistance to maintain an adequate scope of competencies and sometimes fails to perform additional responsibilities as assigned.
- Unsatisfactory** Performance within this function area is consistently inadequate/unacceptable and most practices require considerable improvement to fully meet minimum performance expectations. Teacher requires close and frequent supervision in the performance of all responsibilities.
- Not Observed** It was not observed. This is neither positive nor negative.

APPENDIX H (continued)

Annual Teacher Evaluation Form

PLANNING AND PREPARATION		U	D	P	E	N/O
a.	Demonstrated knowledge of content pedagogy.					
b.	Demonstrated knowledge of students.					
c.	Selected instructional goals.					
d.	Demonstrated knowledge of resources.					
e.	Designed coherent instruction.					
f.	Assessed student learning.					
Narrative:						
INSTRUCTION		U	D	P	E	N/O
a.	Communicated clearly and accurately.					
b.	Used questioning and discussions techniques.					
c.	Engaged students in learning.					
d.	Provided feedback to students.					
e.	Demonstrated flexibility and responsiveness.					
Narrative:						
CLASSROOM ENVIRONMENT		U	D	P	E	N/O
a.	Created an environment of respect and rapport.					
b.	Established a culture for learning.					
c.	Managed classroom procedures.					
d.	Managed student behavior.					
e.	Organized physical space.					
Narrative:						
PROFESSIONAL RESPONSIBILITIES		U	D	P	E	N/O
a.	Reflected on teaching.					
b.	Maintained accurate records.					
c.	Communicated with families.					
d.	Contributed to the school and District.					
e.	Grew and developed professionally.					
f.	Showed professionalism.					
Narrative:						

APPENDIX H (continued)***Annual Teacher Evaluation Form***

The administrator and the teacher may comment in the space provided on any aspect of overall job performance.

ADMINISTRATOR'S COMMENTS:

TEACHER'S COMMENTS:

ADMINISTRATOR'S SIGNATURE

DATE

THE TEACHER WILL SIGN HERE INDICATING RECEIPT AND PERUSAL OF THIS EVALUATION BUT NOT APPROVAL OR DISAPPROVAL.

TEACHER'S SIGNATURE: _____**DATE:** _____**SUPERINTENDENT'S INITIALS:** _____

APPENDIX I – TEACHING ASSISTANT OBSERVATION FORM

Odessa-Montour Central School District
Odessa, New York 14869

NAME: _____ **DATE:** _____

BUILDING: _____ **TIME:** _____

ADMINISTRATOR'S SIGNATURE: _____

DESCRIPTION OF OBSERVATION:

EVALUATOR'S COMMENTS REGARDING THE OBSERVATION:

REFLECTION/REVIEW OF GOALS:

COMMENTS:

THE TEACHING ASSISTANT WILL SIGN HERE INDICATING RECEIPT AND PERUSAL OF THIS EVALUATION BUT NOT APPROVAL OR DISAPPROVAL.

TEACHING ASSISTANT'S SIGNATURE: _____ **DATE:** _____

SUPERINTENDENT'S INITIALS: _____

APPENDIX J – PERFORMANCE REVIEW FOR TEACHING ASSISTANTS

**To be completed annually by building principal or designated administrative representative,
not later than five (5) working days before the end of the school year.*

PART I:

NAME: _____ DATE: _____

SCHOOL: _____ SCHOOL YEAR: _____

ASSIGNMENT: _____

ADMINISTRATOR: _____

CODE	
E - Exemplary	U - Unsatisfactory
P - Proficient	N/O - Not Observed
D - Developing	

Explanation of Codes:

- Exemplary** Performance within this function area is consistently outstanding. Teaching practices are demonstrated at the highest level of performance. Teacher continuously seeks to expand scope of competencies and constantly undertakes additional, appropriate responsibilities.
- Proficient** Performance within this function area consistently meets standards. Teaching practices fully meet all performance expectations at an acceptable level. Teacher maintains an adequate scope of competencies and performs additional responsibilities as assigned.
- Developing** Performance within this function area is sometimes inadequate/unacceptable and needs improvement. Teacher requires supervision and assistance to maintain an adequate scope of competencies and sometimes fails to perform additional responsibilities as assigned.
- Unsatisfactory** Performance within this function area is consistently inadequate/unacceptable and most practices require considerable improvement to fully meet minimum performance expectations. Teacher requires close and frequent supervision in the performance of all responsibilities.
- Not Observed** It was not observed. This is neither positive nor negative.

APPENDIX J (continued)*Performance Review for Teaching Assistants***PART II: Please check the following:**

	U	D	P	E	N/O
a. Dependability, punctuality.					
b. Organization of work.					
c. Resourcefulness and initiative.					
d. Participation in professional development.					
e. Ability to relate to other staff.					
f. Ability to work under supervision.					
g. Ability to relate to students.					

ADMINISTRATOR'S COMMENTS:

TEACHING ASSISTANT'S COMMENTS:

ADMINISTRATOR'S SIGNATURE_____
DATE

THE TEACHING ASSISTANT WILL SIGN HERE INDICATING RECEIPT AND PERUSAL OF THIS EVALUATION BUT NOT APPROVAL OR DISAPPROVAL.

TEACHING ASSISTANT'S SIGNATURE: _____

DATE: _____

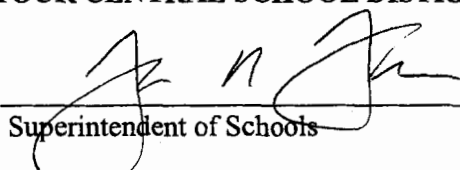
SUPERINTENDENT'S INITIALS: _____

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

ODESSA-MONTOUR CENTRAL SCHOOL DISTRICT:

SIGNATURE: _____


Superintendent of Schools

DATE: _____

10/30/2007**ODESSA-MONTOUR TEACHERS ASSOCIATION:**

SIGNATURE: _____


President

DATE: _____

10/30/07