



Cornell University
ILR School

NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see <http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements

Title: **Middleburgh Central School District and Middleburgh Central School Teachers Association (2004)**

Employer Name: **Middleburgh Central School District**

Union: **Middleburgh Central School Teachers Association**

Local:

Effective Date: **07/01/04**

Expiration Date: **06/30/07**

PERB ID Number: **5615**

Unit Size: **108**

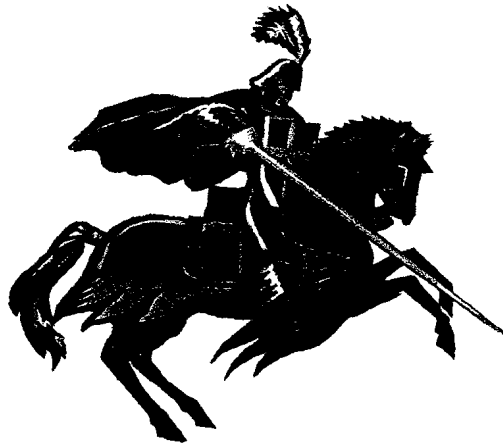
Number of Pages: **70**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School, <http://www.ilr.cornell.edu/>

S-6/29/04

TA
5615



AGREEMENT

between the
Superintendent of Schools
of the

**MIDDLEBURGH CENTRAL
SCHOOL DISTRICT**

and the

**MIDDLEBURGH CENTRAL SCHOOL
TEACHERS' ASSOCIATION**

RECEIVED

JUN 17 2004

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

July 1, 2004 – June 30, 2007

TABLE OF CONTENTS

Preamble.....	1
Article 1 Recognition.....	1
Article 2 Negotiation Procedure	1
Article 3 Dues Deduction	1
Article 4 Attendance and Leave.....	2
Article 5 School Calendar.....	11
Article 6 Discipline.....	11
Article 7 Teacher Evaluation and Tenure Procedure.....	11
Article 8 Fringe Benefits	16
Article 9 Event Supervision	19
Article 10 Professional Services	19
Article 11 Teacher Load	20
Article 12 Class Size	25
Article 13 Miscellaneous Provisions.....	26
Article 14 Grievance Procedure.....	27
Article 15 Department Coordinators/Directors	32
Article 16 Accident Indemnity	34
Article 17 Association Privileges.....	34
Article 18 Teacher Transfers	35
Article 19 Compensation	35
Article 20 Approval of the Legislative Body	45
Article 21 Duration.....	45
Appendix I: Professional Development and Teacher Evaluation Plan	46
Appendix II: Expectations and Standards of Interscholastic Athletic Coaches	64
Index.....	68

PREAMBLE

In order to effectuate the provisions of Chapter 392 of the Laws of 1967 (The Public Employees' Fair Employment Act), to maintain and increase effective and harmonious working relationships between the Middleburgh Central School District Board of Education (hereinafter referred to as the "Board") represented by the Superintendent of Schools and its professional employees represented by the Middleburgh Central School Teachers Association (hereinafter referred to as the "Association") and to enable the professional employees more fully to participate in and contribute to the development of policies for the school district so that the cause of public education may best be served in Middleburgh,

THIS AGREEMENT IS MADE AND ENTERED INTO ON THE CURRENT DATE and between the Superintendent (representing the Board) and the Association.

ARTICLE 1

RECOGNITION

The District, in accordance with Section 207 of the New York Civil Service Law, hereby recognizes the Association as the exclusive representative for a negotiating unit consisting of all professional educational employees of the District except the Superintendent, Business Administrator, Elementary Principal, Middle School and High School Principals and Director of Pupil Personnel Services. Such recognition shall extend for the maximum period allowed by statute.

The District agrees not to negotiate with any other employee organization with respect to terms and conditions of employment of employees in this negotiating unit for the duration of this Agreement.

ARTICLE 2

NEGOTIATION PROCEDURE

- 2.1 It is contemplated that terms and conditions of employment provided in this Agreement shall remain in effect until altered by mutual agreement in writing between the parties. Nevertheless, mandatory subjects not discussed prior to the signing of this Agreement may arise. The opportunity for mutual discussion of such matters shall be provided. The parties accordingly agree to cooperate in arranging meetings, selecting representatives for discussion, furnishing necessary information, and otherwise cooperate concerning and resolving any such matters.
- 2.2 The parties agree to begin negotiations for a successor agreement no later than January 16 of the year in which this agreement expires..

ARTICLE 3

DUES DEDUCTION

- 3.1. The District agrees to deduct dues of the unified Middleburgh Central School Teachers Association, inclusive of all its affiliations, from the salaries of employees in the negotiating unit who have individually and voluntarily authorized such deductions on a form furnished by the Association.
- 3.2 The Association shall certify to the District in writing by September 10 the total amount of each member's annual dues.

- 3.3. Dues deductions shall be made by deducting the total amount of annual dues, as certified in accordance with Paragraph B above, from the salary payments of teachers who have so authorized, in twenty equal installments.
- 3.4. The District shall transmit the monies deducted under this Article to the Association in 20 installments.
- 3.5. The District shall make available, by the 15th of any month, payroll deductions for the First Teachers Federal Credit Union. The Business Office must be notified by the 15th of any month for changes to become effective in the payroll period following this date.
- 3.6. The District will make Tax Shelter Annuity deductions available. The Business Office must be notified by the 15th of any month for changes to become effective in the payroll period following this date.
- 3.7. The District will make payroll deductions for the NYSUT Benefit Trust. The Business Office must be notified by September 15, November 15, January 15, March 15 and May 15 for changes to become effective in the payroll period following these dates.
- 3.8. Agency Fee
 - 3.8.1 Effective July 1, 1981, the Middleburgh Central School District shall deduct from the salary of employees in the bargaining unit who are not members of the MCSTA an amount equivalent to dues levied by the MCSTA and shall transmit the sum as deducted to the MCSTA, in accordance with Chapters 677 and 678 of the Laws of 1977 of the State of New York. The MCSTA affirms that it has adopted such procedure for refund of agency shop fee deduction as required in Section 3 of Chapters 677 and 678 of the Laws of 1977 of the State of New York. The provision for agency fee deduction shall continue in effect as long as the MCSTA maintains such procedure.
 - 3.8.2 The agency fee deduction shall be made following the same procedures as applicable for dues checkoff, except as otherwise mandated by law or this Article of the Agreement.
 - 3.8.3 For employees performing extra-duty assignments an agency fee of 1.5% shall be deducted from gross pay where no other agency fee or Association dues have already been charged to that employee, except for fees that have been deducted for other extra duty assignments under this paragraph.

ARTICLE 4

ATTENDANCE AND LEAVE

- 4.1. Sick Leave
 - 4.1.1. Each teacher shall be credited with twenty (20) days of sick leave in his/her first year of teaching in the District and with eighteen (18) days of sick leave in each subsequent year. Such sick leave shall be credited on the first day of the school year whether or not the teacher reports to work on that day. A teacher appointed for less than a full school year shall be credited with sick leave on a pro-rated basis on the first day of his/her appointment.
 - 4.1.2. Sick leave accumulation shall be limited to 250 days.

4.1.3. Sick leave shall be used only for absences caused by personal illness or disability or for other-than-routine medical appointments. In cases involving more than three consecutive days of sick leave, the Superintendent may require the teacher to provide a certification from a physician validating the teacher's inability to perform his/her duties on the days in question. Upon failure of the teacher to provide such requested medical certification, the use of sick leave for such absences may be withheld.

4.1.4. A statement of accumulated sick leave credits shall be provided to each teacher in September of each school year.

4.2 Sick Leave Bank

4.2.1 Effective July 1, 1991 the Middleburgh Central School District and the Middleburgh Central School Teachers' Association agreed to the establishment of a Sick Leave Bank with membership being voluntary.

4.2.2 The purpose of the sick leave bank is to provide sick leave for those participating members who have a prolonged, catastrophic or long-term illness and/or injury, and who have exhausted all of their available personal sick leave.

4.2.3 The sick leave bank is applicable to all participating members of the bargaining unit. Part-time teachers who participate in the bank shall participate on a pro-rated basis. The bank would not be available for worker's compensation injury matters.

4.2.4 New employees choosing to participate shall contribute two (2) days within thirty (30) days from employment to the school district.

4.2.5 Professionals who have not participated in the sick leave bank and subsequently choose to participate may join by October 1 of any school year. However, such professionals must match the number of days they would have already contributed to the sick leave bank during the time of their employment in the district since the establishment of the sick leave bank in 1991.

4.2.6 A member may withdraw from the bank at any time; however, he/she forfeits the days already deposited in the sick bank.

4.2.7 Any sick leave bank member or designee anticipating the depletion of personal sick leave days may apply to the Sick Leave Bank Board for additional days. Such application will be accompanied by a physician's report certifying the illness or the injury. In no event shall a member be granted more than thirty (30) days per request. Upon exhausting such thirty (30) days, a member may reapply for an additional thirty (30) days if needed. If, following a prolonged illness, another illness occurs, a member will be able to apply or reapply subject to a sixty (60) day limitation within any school year.

4.2.7.1 Application must be made to the Sick Leave Bank Board one (1) week in advance of the first day requested. Sick leave bank pay will be paid at the teacher's normal salary rate, and all other benefits shall remain intact per contract agreement.

- 4.2.7.2 Sick leave bank compensation is not available for the sole purpose of child care. Elective surgery that can be postponed until July or August will not be eligible for consideration by the Sick Leave Bank Board.
- 4.2.8 Teachers who have reached the limit of sick leave accumulation may contribute up to five (5) additional days in June.
- 4.2.9 Any sick leave bank days not used at the end of each school year shall be rolled over into the next school year.
- 4.2.10 Sick leave bank days withdrawn by an applicant will be returned by the person who withdrew them at the rate of two (2) days per year.
- 4.2.11 When a teacher dies while in the employment of the district, any of his/her unused sick leave will be added to the sick leave bank pool.
- 4.2.12 If the sick leave bank days fall below the number of participating members, members will be called upon to contribute one (1) more day to the bank.
- 4.2.13 The sick leave bank will be administered by an administrative board consisting of the Business Administrator, one elementary school, one middle school and one high school teacher. The teacher members of this board are to be contributing members to the sick leave bank. The teacher representatives will be elected from participating members for three year terms by building levels.
- 4.2.14 The granting of the sick leave bank days is not automatic upon application but determined by the Sick Leave Bank Board. Such decisions shall be made by the Sick Leave Bank Board within fourteen (14) days of application. Decisions made by the Sick Leave Bank Board concerning usage and distribution of sick leave bank days will be final and not subject to grievance procedures. Deliberations of the Board will be done confidentially. The decision will be delivered as a Board decision without disclosure of the voting.

4.3. Leaves for Family Illness

A teacher may utilize a maximum of eighteen (18) days of sick leave annually, as indicated in paragraph 4.1.1. for the purpose of family illness leave. Family illness leave shall be used to provide required bedside or household attention to an ill spouse, child, grandchild, son-in-law, daughter-in-law, parent, parent-in-law, sibling or any other person in the immediate household. In such cases, the Superintendent may require a physician's statement or other evidence validating the illness. Family Illness Leave is to be considered noncumulative. A teacher may request additional Family Leave Days, and, if granted, these days would be deducted from accumulated Sick Leave. Extended Family Illness Leave may be approved at the discretion of the Superintendent, subject to Board of Education approval.

4.4. Leave for Bereavement

A teacher shall receive leave with pay with no charge to leave credits in the following situations:

4.4.1. Up to five (5) days at any one time in the event of the death of spouse, child, son-in-law, daughter-in-law, parent, parent-in-law, sibling or other member of immediate household.

4.4.2. Up to three (3) days at any one time in the event of the death of grandparent, grandchild, brother-in-law, sister-in-law, aunt, uncle, niece or nephew.

4.5. Personal Leave

4.5.1. Each teacher shall receive, on the first day of each school year, credit for three (3) days of Personal Leave. A teacher appointed for less than a full school year shall receive credit for a pro-rated amount of Personal Leave on the first day of his/her appointment.

4.5.2. Up to one (1) day of unused Personal Leave credit will be carried over to the following year to provide a maximum accumulation of Personal Leave of four (4) days. Any unused personal days not carried over will accrue to sick leave accumulation.

4.5.3. Personal Leave days are a privilege extended by contractual agreement to the individual employee to enable the employee to accomplish business which, through no fault of the employee falls on a scheduled work day, without resultant monetary loss. The use of these days shall not extend to the following:

4.5.3.1. To accomplish business of a nature that could be accomplished or scheduled at another time.

4.5.3.2. To extend a vacation or holiday period.

4.5.3.3. To follow avocational interests.

4.5.3.4. To pursue recreational interests.

4.5.4. Requests must be in writing and made 3 days in advance. If the three-day advance notice is not met, the unit members will provide the Superintendent with a written general explanation of why it was impossible to provide the three-day notice.

4.5.5. When personal leave is requested for a day immediately preceding or following a vacation or holiday period, the Superintendent may request the reason and will either approve or deny the leave in accordance with Section 4.5.

4.5.6. Absences for the purpose of routine medical and dental appointments shall be charged to Personal Leave.

4.5.7. Personal Leave shall be granted on a full or half-day basis only.

4.6. Court Leave

4.6.1. Leave at full pay with no charge to leave credits shall be granted to teachers who are required to be absent for the performance of jury duty or for required appearances in any legal proceeding, or with the school system.

4.6.2. Any payment, exclusive of meal, mileage, or other expense payments, received by a teacher on jury duty leave shall be paid by the teacher to the school district.

4.7. Teachers Association Leave

4.7.1. Upon proper notification to the Superintendent, submitted in writing by the Association president at least five (5) days in advance of absences whenever possible, designees of the Association will be entitled to leave with full pay with no charge to leave credits for the purpose of attending meetings or conferences of the Association or its affiliates up to twelve (12) person-days per year with no charge to the Association.

4.8. Sabbatical Leave

4.8.1. Eligibility and Purposes

4.8.1.1. Upon approval of the Board, sabbatical leave may be granted to teachers who have served at least six (6) years in the Middleburgh Central School District for a program of travel, study or other purposes of value to the school district.

4.8.1.2. Sabbatical Leave is intended to afford professional employees an opportunity to improve their ability to render educational service. Such achievement is obtained by (1) formal study; (2) independent study (research and/or writing) and (3) travel, which are defined as follows:

4.8.1.2.1. Formal study is a program of study in residence in an institution of higher learning, including foreign universities.

4.8.1.2.2. Independent study (research and/or writing) is a program of independent study which promises professional values equivalent to that derived from formal study.

4.8.1.2.3. Travel is considered educational if it results in a significant contribution to professional growth by exposing the participant to new people, culture, environments and experiences.

4.8.2. Total Number on Sabbatical

4.8.2.1. The Board may grant leave for one (1) teacher each year on the basis of seniority.

4.8.2.2. If more than one (1) teacher applies with a program acceptable to the Board, and a sabbatical is granted, then an alternate will be designated.

4.8.3. Application

Written application will be submitted to the Board by March 1 of the school year prior to the year for which the leave is requested. Said application shall contain the purpose for said leave, an outline of the proposed agenda with goals and objectives, the proposed benefit to the District's educational program and

proposed method for assessing the outcome of said program. Teachers will be informed of the action taken on their application by April 15 of the same year. At the conclusion of said leave, a written report based on a review of the program shall be presented for the Board within 90 days of the return for said leave.

4.8.4. Sabbatical Salary

Sabbatical Salary shall be for one year at one-half of the salary the teacher would have received during the period of such leave. Teachers shall be given credit toward salary increment while on sabbatical leave.

4.8.5. Frequency of Sabbatical

Sabbatical leaves will not be granted to any teacher more than once every seven years.

4.8.6. Status While on Sabbatical and Return

4.8.6.1. The staff member while on sabbatical leave retains his/her status as an employee of the District, progresses in the usual manner in automatic steps on the salary schedule, experiences salary deductions for social security, income taxes, health insurance and other deductions authorized by the teacher. The teacher will be credited with pension contributions (on the basis of salary received) by the District, as are full-time professional employees.

4.8.6.2. Upon expiration of sabbatical leave, the employee shall be restored to his/her position. He/she will be entitled to any and all increments, whether automatic or from salary scheduled revision based on normal step advancement.

4.8.7. Return After Sabbatical

As a condition precedent to granting a sabbatical leave of absence, the Board may require any applicant to agree in writing that in the event of his/her failure to return to the employment of the District or his/her voluntary resignation therefrom within one (1) year after the termination of such sabbatical leave, then, unless waived by the Board, said teacher will repay the amount of the salary received by him/her.

4.9. Summer Sabbatical Educational Project Grant

4.9.1. An amount of \$10,000 will be established for the purpose of funding an annual Summer Sabbatical Educational Project Grant Program. Each award must be from a minimum of \$500 to a maximum of \$5,000.

4.9.2. The Summer Sabbatical Educational Project Grant will be considered a

competitive grant program providing any tenured teacher the opportunity to submit a grant proposal, that if approved, would be funded through the monies allocated in 4.9.1.

4.9.3. The criteria for being awarded a Summer Sabbatical Educational Project Grant are:

4.9.3.1. The candidate must be a full time tenured employee.

4.9.3.2. The purpose, as indicated by the program description, must directly correspond with the mission and goals for curriculum development and instructional program planning.

4.9.3.3. The activities involved in the project must be completed during the period of summer vacation.

4.9.4. Fully completed grant applications must be submitted to the Superintendent by April 1 preceding the summer for which the stipend is awarded. The grant application materials must include the following:

4.9.4.1. A program narrative, including project description and project goals.

4.9.4.2. A budget narrative, to include a detailed list of all proposed expenditures.

4.9.4.3. An evaluation plan that describes the methods to be used in evaluating the value to the District on improved effectiveness, realized through completion of the goals indicated in the grant application.

4.9.5. Selection Process

A committee comprised of an appropriate administrator and subject department coordinator will review all applications, make determinations, and submit its recommendations to the Superintendent by April 15. The Superintendent will determine the Summer Sabbatical Educational Project Grant awards and notify all applicants of the decision by May 1.

4.9.6. Limitations

The activities, coursework, etc. to be included in the budget, for each Summer Sabbatical Educational Project Grant will not qualify for graduate credit if funds from the budget were utilized to fund tuition, books or other expenses associated with the specific graduate course.

4.10. Child Care Leave

4.10.1. A teacher in the negotiating unit who, because of pregnancy, becomes temporarily physically disabled so that she cannot perform all duties of her position, shall be entitled to use all sick leave credits available to her. Such use of sick leave credits shall be subjected to the following restrictions:

- 4.10.1.1. The use of sick leave credits may not commence until the teacher has submitted satisfactory medical certification that her pregnancy has caused her to become temporarily physically disabled so that she cannot perform the duties of her position.
- 4.10.1.2. The use of sick leave credits shall continue only as long as the teacher continues to be temporarily physically disabled.
- 4.10.1.3. The District may, at any time during a teacher's use of sick leave credits under this Article, require the teacher to submit satisfactory medical evidence that she continues to be temporarily physically disabled.
- 4.10.2. A teacher in this negotiating unit who is pregnant shall be permitted to remain in her position until her pregnancy has caused her to become temporarily physically disabled so that she cannot perform all duties of her position. The District may, at any time during a teacher's pregnancy, require the teacher to submit satisfactory medical certification that she is not temporarily physically disabled. Upon the teacher's failure to do so, the District may place such teacher on sick leave or leave without pay.
- 4.10.3. Prior to or upon completion of a female teacher's period of temporary pregnancy related disability or upon exhausting her sick leave credits, or in the case of a male teacher, upon his request for a leave to commence after the date of birth of a child and/or adoption, such teacher may request and may be granted a child care leave of absence without pay, subject to the following limitations:
 - 4.10.3.1. The leave of absence without pay shall not be for a period longer than two (2) years minus any period of sick leave used during the pregnancy; and in no case shall the length of leave be greater than two (2) years past the date of the birth of the child.
 - 4.10.3.2. The leave of absence must be requested at least thirty days in advance.
 - 4.10.3.3. The teacher may return from the leave of absence only at the beginning of a school term unless otherwise agreed to by the Superintendent.
- 4.10.4. A teacher returning from sick leave or leave of absence without pay in accordance with the provisions of this Article shall be entitled to the following re-employment rights:
 - 4.10.4.1. If the child care leave was wholly charged to sick leave credits, the teacher shall be returned to the same position she occupied at the time the leave commenced or, if that position no longer exists, to a substantially equivalent position.
 - 4.10.4.2. If the child care leave included a period of leave of absence without pay extending beyond the period of actual medical disability, or upon completion of the leave, the teacher shall be returned to his/her original position if it is available or to any available position for which he/she is qualified.

4.10.4.3. The staff member, while on child care leave, retains her/his status as an employee of the District, and upon returning will be placed on the next step of the salary schedule. Child care leave provisions for part of the school year are the same as above, provided she/he works at least one-half of the school year in which leave was taken.

4.11. Leaves Without Pay

4.11.1. Extended Leaves

Leaves of absence without pay may be requested by the submission of a written request to the Superintendent. Such leaves may be approved at the discretion of the Superintendent, subject to Board of Education approval.

4.11.2. Vacation or Holiday

4.11.2.1. A maximum of sixteen (16) unpaid leave days annually, to be considered non-accumulative, will be made available to the total bargaining unit membership for use in extending a scheduled school vacation period.

4.11.2.2. Granting of unpaid leave for such purposes will be subject to the following conditions:

4.11.2.2.1. The granting of such unpaid leave will be contingent on the availability of substitute teachers.

4.11.2.2.2. The granting of such unpaid leave cannot be used for vocational purposes.

4.11.2.2.3. The granting of unpaid leave will be based on need and past usage.

4.11.2.3. Authorization of unpaid leave for such purposes will be at the discretion of the Superintendent.

4.11.3. Short Term Emergency Leave

Upon submission of a written request to the Superintendent, a teacher shall be granted up to three (3) unpaid leave days. Such approval shall be at the discretion of the Superintendent. The submission of a written request may be deferred at the discretion of the Superintendent.

ARTICLE 5

SCHOOL CALENDAR

There will be a mid-winter recess that will correspond to the BOCES mid-winter recess.

ARTICLE 6

DISCIPLINE

- 6.1. Basic discipline and class control are the teacher's responsibilities. Any cases of severe violation of school policy, i.e., disrespect, open defiance, vulgar language, destruction of property, gross class disturbance, and the like, should be reported to the school administrator.
- 6.2. In case of the necessity of disciplinary action on the part of a teacher, provisions shall be made for class coverage while the teacher accompanies the student involved to the administrator for a joint conference. The administrator will determine the course of action to be taken. The administrator and/or the teacher, when he/she deems necessary, will have a conference at the close of the school day.
- 6.3. A committee on student discipline shall be formed in each building consisting of the Superintendent or designee, building administrator, and three (3) teachers selected by the MCSTA, to discuss and evaluate discipline criteria and methods of discipline. The committee shall meet a minimum of twice a year, at the end of each semester.

ARTICLE 7

TEACHER EVALUATION & TENURE PROCEDURE

7.1. Teacher Evaluation

The following procedures shall govern all teacher observation and evaluation. Any professional development plan (Annual Professional Performance Review or Professional Development Plan), which includes teacher evaluation, observation, tenure procedure, teacher rights or privileges, filed or submitted unilaterally by the District to any organization, state or federal department without prior negotiated approval between the MCSTA and the Middleburgh District will be considered null and void and unenforceable. Both parties agree that the plan (APPR or PDP) shall become a part of this agreement and existing language expressed in this agreement shall take precedent over any procedure, program or plan unilaterally submitted by the district to any organization, state or federal department.

- 7.1.1. All observation of the work performance of a teacher will be conducted openly, with full knowledge of the teacher. The use of public address or audio systems and similar surveillance devices shall not be used for this purpose. Observations shall be conducted in such a manner so as not to impede or interfere with the normal progress of the class.
- 7.1.2. A minimum of three (3) observations per school year will be made of probationary teachers. One (1) of these three (3) observations shall take place prior to December 1. A minimum of one (1) observation per school year will be made of tenured teachers. In case of probationary teachers, the first observation each year shall be with reasonable advance notice. No subsequent observations for evaluation purposes shall occur until at least one

(1) day after a follow-up conference has been made, but in no case until an interval of five (5) school days has elapsed from the point of observation. No observation will be conducted on a day when school is in session for less than a full school day or on a day immediately preceding scheduled recess periods of: Thanksgiving Recess, Christmas Recess, Winter Recess and Spring Vacation. A conference relative to the observation shall be held within a reasonable period of time, which under normal circumstances, shall be considered to be three (3) school days, after the observation unless waived or postponed by mutual agreement of the teacher and the observer.

- 7.1.3. Teachers will be given a copy of any class visit or evaluation report prepared by their superiors at least one (1) full business day before the conference to discuss it. No such report shall be submitted to the District superintendent's office, placed in a teacher's file or otherwise acted upon without prior conference with the teacher.
- 7.1.4. No material derogatory to a teacher's conduct, service, character or personality will be placed in his/her personnel file unless the teacher has had an opportunity to review the material. The teacher will acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher will also have the right to submit a written answer to such material, and his/her answer will be reviewed by the Superintendent or other evaluating administrator and attached to the file copy within five (5) days. These personnel files will be opened for inspection by the individual teacher at his/her request without withdrawal of any items from these files, except confidential items received in relation to the initial employment of the teacher.
- 7.1.5. The parties agree that the process to be used for the annual evaluation and performance review will be the procedures outlined in the "Professional Development and Teacher Evaluation" document (Appendix I). In the event that a teacher disagrees with the content of the annual teacher summation, that teacher will first meet with the Superintendent, building administrator and Association representative. Secondly, if requested, a follow-up review will take place by a committee comprised of:
- Teacher Association President or his/her designee
 - Board President
 - Another teacher
 - Building administrator

Evaluation pulled or revised as determined by a majority of the committee. Ties go to PERB mediation/arbitration.

- 7.1.6. The evaluation of teacher performance will be made on the basis of observations and procedures set forth in this Article.
- 7.1.7. Whenever there is a complaint against a teacher that may lead to further investigation, the teacher shall be notified of such complaint as soon as possible. Where appropriate or upon request, the teacher will be entitled to a meeting, to include the complaining party, a representative of the teacher's choosing and the

appropriate administrator, before any determination is made. Such meeting will be held at a mutually agreeable time, preferably during the regular school day.

7.2. Probationary appointments shall be for three (3) years.

7.2.1. It is the mutual understanding of the parties to this agreement that the New York State Education Law currently requires sixty (60) days' advance notice to a probationary teacher who is not to be recommended for tenure. Reflecting this understanding, the parties agree that in cases of teachers appointed to a probationary term at the start of a school year, notification dates shall be as follows:

Notification of final action of Board of Education - No later than May 31.

Notification of recommendation of Superintendent -No later than April 15.

7.2.2. The parties further agree that the notification shall be as follows for probationary teachers appointed to a probationary term on a day other than September 1: (For the sole purpose of the application of sub-section 7.2.1. above this sub-section, a probationary appointment effective on the first day of the school year shall be considered to be a probationary appointment effective September 1.

<u>Date of Appointment</u>	<u>Last Day for Notice of Recommendation of Chief School Officer</u>	<u>Last Day for Notice of Decision of the Board</u>
September 2-30	April 30	June 15
October 1-31	May 31	July 15
November 1-30	June 30	August 15
December 1-31	July 31	September 15
January 1-31	August 31	October 15
February 1-28/29	September 30	November 15
March 1-31	October 31	December 15
April 1-30	November 30	January 15
May 1-31	December 31	February 15
June 1-30	January 31	March 15

7.2.3. The parties further agree that if during the term of this agreement there is enacted any change in Section 3031 or other relevant section of the NYS Education Law, or if a court decision is rendered expressing an interpretation different from that contained in paragraph 7.2.1.1. above, this Section 7.2.1.1. of Article 7 shall be considered null and void and shall be subject to re-negotiation. The notification provisions of relevant sections of the NYS Education Law shall be in effect during such re-negotiations.

7.2.4. A probationary teacher who is disciplined, dismissed, not renewed, or denied tenure shall have the right to appeal such action through steps 2 and 3 of the grievance procedure or to avail himself/herself of the procedures incorporated in New York State Education Law 3031. The election to use the grievance

procedure shall constitute a waiver of the right to proceed under the provisions of New York State Education Law 3031. In the case of appeals brought under the grievance procedure, such appeal shall be presented at stage 2 within 14 days after the teacher has been informed of the action. The decision at stage 3 shall not be subject to appeal at stage 4 (arbitration).

- 7.3. A tenured teacher may be dismissed or otherwise disciplined only for the reasons specified in the NYS Education Law (Section 3020-a and 3012). A tenured teacher so dismissed or otherwise disciplined shall be entitled to appeal the matter either through the appeal procedure established in the Education Law or through the Grievance Procedure established in Article 14 as modified by special provisions below. The following rights, procedures, etc. shall apply if the teacher elects to appeal such discipline through the Grievance Procedure.
- 7.3.1. The right to appeal dismissal or other discipline through the Grievance Procedure shall exist only if the teacher has not initiated and waives, in writing on a form provided by the District, any right to initiate an appeal under the provisions of the Education Law.
- 7.3.2. To impose dismissal or other discipline against a tenured teacher, the District shall provide the teacher with a specific statement of charges and a statement of the disciplinary penalties proposed by the District.
- 7.3.3. Within fourteen (14) days after receipt of such statement, a teacher electing to appeal through the Grievance Procedure must file or cause to have filed a Grievance, which shall be submitted directly to Stage 2 and shall be accompanied by the waiver required in paragraph 7.2.2.1. above. Upon initiation of such grievance, all provisions of the Grievance Procedure controlling consideration of grievances at and beyond Stage 2 shall apply.
- 7.3.4. In addition to the provisions of the Grievance Procedure, the following special provisions shall apply to disciplinary grievances initiated under this article:
- 7.3.5. The parties will jointly request the American Arbitration Association and the arbitrator to expedite processing of the grievance.
- 7.3.6. The decision of the arbitrator with regard to guilt or innocence and as to penalty shall be final and binding.
- 7.3.7. If either party requests a transcript of the arbitration hearing, that party shall bear all costs of such transcript, including the cost of providing the arbitrator and the other party with a copy.
- 7.3.8. Upon service to the teacher of the statement of charges and statement of proposed

penalties, the District shall hold in abeyance implementation of the proposed penalties for fourteen (14) days pending receipt of a grievance; and if the matter is appealed through the grievance procedure, shall hold in abeyance implementation of the proposed penalties until mutually satisfactory settlement of the grievance or receipt of the arbitrator's award; except that if the District has reason to believe the teacher's presence on the job would be detrimental to the educational process, the District may suspend the teacher without pay pending receipt of the arbitrator's award. In the case of any such suspension without pay, the arbitrator may determine the appropriateness of the suspension and may reflect its appropriateness in his/her award.

7.4. Teachers As Mentors

- 7.4.1. The MCS mentor program will provide support for new teachers (first year in the profession and/or first year of teaching in New York State from another state) in a non-evaluative relationship. The program will be designed to support and increase the professional skills of new teachers.
- 7.4.2. Tenured and retired teachers from MCS may apply to the department coordinators through written application to be considered as mentors. A pool of mentors shall be grade-level and/or subject area appropriate, with mentors being permanently certified and tenured. The superintendent shall select from the mentor pool within fourteen (14) days of a new teacher being appointed by the Board of Education. The appointment and mentor shall be made public. Where appropriate, more than one (1) mentor per teacher intern may be assigned. If a second or third year of mentoring is required, then the same procedure described above shall be used. The MCS district council shall act as mentor/intern review board.
- 7.4.3. Mentors shall provide guidance and support to new teacher interns in a confidential, non-evaluative manner. In no way, shall a mentor be formally or informally involved in the granting or denial of tenure to teacher interns or for the collection of materials of any kind that would be included in a district professional file.
- 7.4.4. The preparation of mentors will include, but not be limited to, thirty (30) in-service hours or two (2) graduate credit hours of preparation through workshops, college/university courses, or county-wide or Teacher Center programs in the area of mentoring. The district shall pay for the cost of the training or grant in-service/graduate credit as compensation, whichever the teacher requests.
- 7.4.5. Time allotted for mentoring activities will be provided by the district and may include but not be limited to common planning time, common release time from instruction or the use of Superintendent Conference Days for both mentor and teacher intern.

7.4.6 Compensation of assigned mentors shall be \$500 per teacher intern per school year.

ARTICLE 8

FRINGE BENEFITS

8.1. Health Insurance

8.1.1. During the term of this agreement, the District will make available Blue Cross Matrix 1 Plan or equivalent coverage for employees on a half-time or greater basis of employment and to active and retired employees.

8.1.2. The District will pay a dollar amount equivalent to 100% of the premium cost for individual, 85% of the premium cost for two-person, family, and 100% for Medicare coverage.

8.1.2.1 Employees hired after June 30, 2003 will be required to contribute 15% of individual health insurance cost. After five (5) years of service to the district, health insurance offerings shall be equal to those of employees hired prior to June 30, 2003.

8.1.3 Where a husband and wife are employed as unit bargaining members, they shall not be eligible for more than one (1) family health insurance coverage.

8.1.3.1 If, for any reason, including retirement, the unit member who has waived the medical plan is no longer covered by the spouse's plan, (s)he will immediately be reinstated in the appropriate plan.

8.1.4. A unit member who elects not to take the above Health Insurance coverage shall receive a \$800 incentive with \$400 of that amount payable no later than November 30 of the school year and the remaining \$400 payable no later than April 30 of the school year. This election shall be made on an annual basis by written notice to the Superintendent no later than September 10 of each school year. Proof of alternative insurance coverage is to be submitted with this written notice, along with a signed statement, on a form to be provided by the District, indicating the employee's desire to terminate or elect not to accept insurance coverage.

Said election shall be irrevocable for the duration of that school year, except that reentry to the Health Insurance Plan and Prescription Drug Plan shall be permitted under the following conditions:

8.1.4.1. The unit member must demonstrate to the satisfaction of the Superintendent that they have experienced a change in circumstances based on the following:

- 8.1.4.1.1. The unit member is no longer covered by an insurance plan of a spouse.
- 8.1.4.1.2. The unit member is no longer covered by another plan where coverage had previously existed.
- 8.1.4.2. The amount paid by the District as incentive, shall be paid, on a prorata basis, prior to reentry.
- 8.1.5 The MCSTA and District will enter into an agreement to form a Health Insurance Advisory Committee with membership consisting of no more than four (4) members selected by the MCSTA and an equal number appointed by the Superintendent. Health care options will be cooperatively investigated by this committee.
- 8.1.6 Any employee on an unpaid leave of absence for more than thirty (30) days for any reason, will be allowed to retain coverage under the district's group health insurance plan and prescription drug plan. The entire cost of the premium will be paid by the individual in monthly installments required by the district.

8.2. Prescription Drugs

The District will make available the prescription drug plan for all active employees and will pay the full premium for individual, 2-person and family enrollments, with employees paying a \$5.00 co-pay.

8.3. Dental Self Insurance Program

- 8.3.1. During the term of this agreement, the District will provide a dental self insurance program of \$800 (beginning 2001-2002 school year) for the current school year for employees on a half-time or greater basis of employment. These amounts are subject to the roll-over provisions of paragraph 8.3.3.
- 8.3.2. Each half-time or greater unit member is entitled to reimbursement from the program for expenses actually and necessarily incurred for dental care for him/herself, his/her spouse, and his/her dependent children up to \$800 (beginning 2001-2002 school year) for the current year. Payment from the program shall be made on a monthly basis following the submission of signed, receipted bills from the dentist, providing the service. Said claim shall be submitted and paid on forms provided by the District. The bill shall disclose the service provided and shall identify the person for whom the service was submitted under this section. These amounts are subject to the roll-over provisions of paragraph 8.3.3.
- 8.3.3. The maximum reimbursement to which any active first-year, full-time, member is entitled, shall be no more than \$800. Any unused year-to-year cumulative dollar balance, to a maximum of \$ 2,400 may be used in the following years.

- 8.3.4. The District's responsibility is solely to administer the program and it shall have no liability beyond provisions 8.3.2 and 8.3.3.
- 8.3.5. This program shall apply solely to active unit members employed at least half-time or greater.
- 8.3.6. This program shall not cover any past, present or future retired members of the teaching staff.

8.4. Premium Payment

8.4.1. The District shall establish a cafeteria plan in accordance with Section 125 of the Internal Revenue Code. Such plan shall provide for flexible spending accounts (maximum \$2,000) which enable employees to pay for premium co-pays and health and dependent care costs with pre-tax contributions to the plans. This \$2,000 shall apply only to those medical expenses not covered by insurance. The anniversary/start-up date shall be determined by the District. The annual charges for plan administration shall be paid for by the District.

8.4.2. Effective July 1, 1985 retiree health insurance provisions and insurance for survivors of employees will be subject to:

8.4.2.1. Eligible for health insurance after 10 years consecutive service with the District.

8.4.2.2. An employee who does not meet the requirement in 8.4.2.1. may continue individual or family plan coverage at their own expense after retirement pursuant to COBRA.

8.4.2.3. After ten (10) consecutive years of service, the District will pay 100% of the former employee's health cost (excluding the prescription drug plan) and the option to carry his/her spouse at the following rates for the District's share of dependent coverage:

- 10-14 consecutive years of service - 60%
- 15-19 consecutive years of service - 75%
- 20+ consecutive years of service - 90%

8.4.2.4. Upon the death of an active or retired employee, the spouse may continue the health insurance at his/her own expense until death or remarriage, with dependent children allowed coverage until a change in guardianship, or dependent children reach age 19 or end of college with maximum age, if in college, to age 25. A period of six (6) months will be allowed at the enrollees' expense for conversion or

new coverage, if such occurs. This benefit is subject to any other health insurance plan eligibility condition.

8.4.2.5. The parties agree that, upon the death of a covered spouse, the surviving spouse, who had formerly been employed by and retired from the District as a teacher, will continue to receive health insurance benefits according to the percentage based on years of service with the District as heretofore provided for in this agreement within subsection 8.4.2.3. A retiree with 10 or more consecutive years of service will revert to individual coverage.

8.4.2.6 The district will reimburse payment for Medicare medical Part B insurance premium costs for retired members.

8.5. Health Examinations

All teachers may undergo an annual health examination. Such exam shall be at the expense of the District, but not to exceed the fee charged by the school physician for such physicals. Prior to appointment to tenure, certified personnel will undergo a health examination. Such exam shall be at the expense of the District, but not to exceed the fee charged by the school physician for such physicals.

8.6. Immunization

All immunizations recommended by the school physicians upon consultation with the administration will be provided at District expense for those teachers desiring them. Notice of such immunizations and arrangements will come through the administration and/or nurse's office. All immunizations available to the public through the Board of Health are also available to the teachers desiring them.

ARTICLE 9

EVENT SUPERVISION

9.1. The administration and the Director of Athletics will develop a policy for "at home" and "away" supervision of athletic contests.

9.2. Teachers who serve in an event supervisory capacity will be paid \$30.00 per home event or athletic game and \$40.00 per away event or athletic game. An event is an after school, evening or weekend responsibility, usually two (2) games or school-related activity.

ARTICLE 10

PROFESSIONAL SERVICES

10.1. The District shall provide in each year's budget an amount of not less than \$5,000 to pay expenses of teachers who attend professional conferences with prior approval. Payment for reasonable lodging, meals, travel, tuition and registration

fees will be reimbursed by the District upon presentation of claim forms with vouchers. Field trips are not to be considered as teacher's professional conferences. Any trip taken by a teacher where students are the principal beneficiaries will constitute a field trip.

- 10.2. The employer will make no deductions in the salary of a teacher with prior approval to attend such professional conferences.

ARTICLE 11

TEACHER LOAD

11.1. Work Year

- 11.1.1. The work year shall not exceed 185 days.
- 11.1.2. Two evenings, one during each school semester, may be assigned for the purpose of parent-teacher conferences.
- 11.1.3. The Superintendent will give written notice to the Association President of a change in a recess or vacation period as soon as the need for such modification is known.

11.2. Work Load

11.2.1. Pre-K/Elementary Teachers (K-5)

- 11.2.1.1. Elementary teachers will have a duty-free lunch period and additional time free from student supervision each day for class preparations with such combined time to be at least an average of 100 minutes per day, based on a six (6) day cycle, with no time period less than thirty (30) consecutive minutes per day. Elementary teachers will not be assigned playground duty or lunch duty.

- 11.2.1.2. If the district is unable to provide the minimum average number of minutes, then the parties will enter into negotiations on this subject.

- 11.2.1.3. Special area teachers (i.e. Physical Education, Music, Instrumental Music, Art, Library, Computer Education, Special Education, Spanish and other special areas that may be added) will be utilized to relieve both Remedial teachers and Classroom teachers during Homeroom period or other available time for the purpose of conducting "congruence" meetings. This utilization is not to reduce the planning time of special area teachers. A schedule based upon "congruence" meetings to be conducted for each class on a once-every-other A-F cycle, will be developed jointly by the remedial staff, classroom teacher, special area teachers and the Elementary Principal.

- 11.2.2. Secondary Teachers – will be defined under existing configuration as "Middle School Teachers" (grades 6-8) and "High School Teachers" (grades 9-12).

- 11.2.2.1. Each teacher shall have an uninterrupted duty-free lunch period of at least thirty (30) minutes.
- 11.2.2.2.1. Five (5) teaching periods per day.
- 11.2.2.2.2. One (1) planning period free from other assigned duties.
- 11.2.2.2.3. One (1) student-supervision scheduled period as follows: Study Hall and/or Suspension Room and/or Cafeteria and/or Activity Period.

OR

One nonstudent-supervision responsibility as follows: Planning and curriculum development, interdisciplinary team and departmental planning, preparation for special programs and collaborative research projects. The determination of specific areas of responsibility and length of assignment will be based on the recommendation of the District Curriculum Council (district Directors) with administrative approval. The number of such areas of responsibility and length of assignment will be dependent on the personnel available for duty assignments within this section.

- 11.2.2.2.4. Home Room or Corridor or Bus Duty
- 11.2.2.3. A teacher may have six (6) teaching periods per day. In this event, the teacher may not be assigned to supervision duties listed in 11.2.2.2.3. above but may be assigned responsibilities in 11.2.2.2.4. Every effort will be made by the district when assigning teachers to six (6) teaching periods that no more than three (3) class preparations shall be assigned.
- 11.2.2.4. In the case of cafeteria, bus duty, homeroom duty and activity period duty, volunteers from available unit members will be sought. If sufficient volunteers are not forthcoming, teachers may be assigned. No teacher shall be required to so serve in any one duty for more than two (2) consecutive years.
- 11.2.2.5. "Half-time employment" is defined as three sixths (3/6) with half of supervisory duty (11.2.2.2.2., 11.2.2.2.4.) and full insurance. Part-time employees, working less than or more than half-time, shall have their supervisory assignments made on a pro-rata basis.
- 11.2.2.6. Secondary teachers assigned to four (4) teaching periods will have the following supervisory duties:
 - 11.2.2.6.1. One (1) planning period free from other assigned duties.

- 11.2.2.6.2. Two (2) student-supervision assignments (Study Hall, Suspension Room, Cafeteria, Activity Period).
- 11.2.2.6.3. Homeroom, corridor or bus duty.
- 11.2.2.7. The Director of Athletics may be assigned two (2) periods of responsibility per day and responsibility during the homeroom or hall duty period, for the purpose of planning and coordinating athletic events and procedures. In the event of this assignment, the Director of Athletics would be assigned to four (4) teaching periods per day.
- 11.2.2.8. Opportunities for release from the supervisory duties indicated in 11.2.2.4. Homeroom or Corridor or Bus Duty will be prioritized for the teaching areas of Home and Careers, Technology, and Science classes with labs.
- 11.3. Members of the bargaining unit shall not be required to assume the duties of absent teachers and the preparation planning periods of teachers shall not be diminished or pre-empted because of the absence of a Special Area (Art, Music, Elementary, Librarian, Physical Education, etc.) except in the case of verifiable emergency declared by the Superintendent. This shall not apply to resource room, learning center, remedial or basic skills teachers.
- 11.3.1. Teacher Voluntary Emergency Substitute Compensation
- 11.3.1.1. The parties agree to the following conditions and compensation to address the need to seek teacher volunteers to serve as substitutes when no other remedy is reasonably available. This is not intended to replace the necessity for substitutes. It would be a violation of the contract if this were to become the preferred method for replacement of absent teachers.
- 11.3.1.2. Teachers will not provide voluntary substitute services during periods of scheduled teaching responsibility. Teachers will be asked to and may only volunteer during free periods, preparation periods and lunch periods. No teacher will be asked to neglect the teacher's regularly scheduled duties in order to substitute for another teacher.
- 11.3.1.3. All such requests will have an administrator seek volunteers and will apply no threat or coercion, explicit or implied, upon the teacher who is asked. Teachers may volunteer to take supervisory responsibility for another teacher's class only during their non-teaching time.
- 11.3.1.4. Compensation shall be based on the formula provided below and will be paid within four (4) weeks of the time the service is provided.
- 11.3.1.5. This agreement applies to requests from the district administrators who need

volunteers to address a shortage of available subs or for unforeseen emergencies which necessitate substitutes. In such unique situations which are not of a procedural or reoccurring nature, special accommodations may be made in the best interests of students and overall education. Where there is evidence that no normal coverage is available, teachers may volunteer during their preparation time to substitute for an absent teacher.

- 11.3.1.6. When teachers volunteer to cover momentarily for one another, with the administrator's approval, but without an administrative request, direct or indirect, the formula of payment will not be applied.
- 11.3.1.7. The formula will be based on the middle point of the salary schedule, currently Step 11 of the Masters Schedule. $1/200^{\text{th}}$ of that indicated salary will represent the cost of a teacher day. The teacher minute will be defined as the seven (7) hour day less lunch and prep periods or 320 minutes. The teacher day salary is divided by 320 minutes to arrive at the cost of a Teacher Minute. The cost of a teaching minute will be applied against the number of minutes the teacher serves in a volunteer assignment.
- 11.3.1.8. In no way does this Agreement alter or reinterpret any aspect of the Agreement between the district and the Middleburgh Teachers' Association, but rather addresses only the specified situations requiring teacher volunteers and compensation for that service.
- 11.3.2. Classes and course work, other than those covered under Education Law 3014(a) and 3014(b) and Education Law Section 1950, which fall under a teacher's specific tenure and certification area, are considered to be Middleburgh Central School District teachers' work. Such instruction will be provided by unit personnel or will be provided under the following guidelines, in a unique case, with prior approval of the Association, instruction may deviate from these guidelines.
- 11.3.3. Distance Learning
 - 11.3.3.1. Whenever a teacher in the Middleburgh Central School Teachers Association experiences a reduction in work load and full-time equivalent status, if courses in the teacher's same tenure and certification area are available to Middleburgh Central School District students over Distance Learning, then the District agrees that those courses which fall under the teacher's tenure and certification area will be offered to fill out the teacher's schedule.
 - 11.3.3.2. When all teachers, in a specific certification and tenure area, currently employed by the District, have full schedules, such courses may be offered over Distance Learning. No teacher will experience a reduction in full-time equivalent status when courses for which they are certified and in their same tenure area are being offered to Middleburgh Central School District students over Distance Learning. Such courses must be offered to "reduced work load teachers" first. When there is no certified Middleburgh Central School Teachers Association teacher in that

certification and tenure area experiencing a reduction in full-time equivalent status Distance Learning courses in a specific certification and tenure area may be received.

- 11.3.3.3. The parties agree that all of the foregoing provisions do not restrict the District with respect to the application of 3014(a), (b), or (c) or as otherwise provided for under Education Law 1950.

11.4 Work Day

The teacher work day shall not be more than seven (7) hours and six (6) minutes continuous time. The student day for each building shall not be more than six (6) hours and forty-five (45) minutes continuous time. The building school day shall be reviewed with the association president. If the parties mutually agree that the building school day be increased, the teachers' salaries will be increased by an additional four (4) percent at that time.

- 11.5. Teachers shall remain on school grounds during planning (not to include lunch) periods. Exceptions to the foregoing may be granted at the discretion of the appropriate administrator.

- 11.6. Every effort will be made to consult the teacher(s) involved when a decision is being made affecting teaching conditions.

- 11.6.1. Consultation with the MCSTA will take place when an administrator wishes to change educational programs affecting teacher workload, workday or work year which may differ from those existing at the beginning of this agreement. Negotiations will be entered into if such program implementation changes teacher workload, workday or work year.

- 11.7. The Commissioner of Education's rules and regulations pertaining to Teacher Aides and Assistants will be followed.

11.8. Faculty Meetings

- 11.8.1. The District may call a total of sixteen (16) building or District faculty meetings per year, including the Hazcom meeting. Such meetings shall be scheduled in advance at the beginning of the school year, and shall normally not last later than 4:00 p.m. In addition, grade level meetings and/or departmental meetings may be called by the administration, as per current practice, and shall normally not last later than 4:00 p.m.

- 11.8.1.1 The parties agree that "normally not later than 4 PM" shall mean that if a faculty meeting is in progress and goes past 4 PM the participants will remain at the meeting until it ends, except for those who have received prior approval from the building administrator or superintendent.

- 11.8.2. The annual meeting for "Hazcom" required by Federal law shall last no longer than two (2) hours.

- 11.8.3. In addition to the foregoing, the current orientation Superintendent's conference day, parent-teacher conferences and open houses shall continue as per current practice.
- 11.8.4. Department meetings shall be scheduled by their respective coordinators or directors.
- 11.8.5. Faculty members may be excused from meetings due to prior commitments where such individual has received prior approval from the Superintendent and/or school administrators.
- 11.9. The District agrees to compensate a teacher who has been appointed to fill-in for an administrator or guidance counselor who is absent. Such compensation will be based on the difference between the teacher's rate of pay and the administrator's rate of pay on a per diem basis (1/200th). Such teacher will be paid from the first day of such appointment.
- 11.10. Academic Intervention Services
- 11.10.1. Academic Intervention Classes will be set up in accordance to Part 100 Section 100.2(ee) of NYS Education Law.
- 11.10.2. Academic Intervention Classes shall be targeted at no more than fifteen (15) students per section. It is understood by both parties that a number less than fifteen (15) students is desirable.
- 11.10.3. The District will strive to keep Academic Intervention Classes "subject-level pure". In the event that there is a conflict in keeping a class "subject-level pure", prior consultation with the AIS teacher will take place to establish an academic appropriate placement and program.

ARTICLE 12

CLASS SIZE

12.1. There is set forth in the following column 1, labeled "Goals", the number of students for each of the enumerated classes deemed to be desirable goals which the School District will endeavor to reach in order to provide high quality education.

In the second column, there is set forth practical maximum goals commencing with the 1983 school year, if the number of students in any class shall exceed the number indicated in the second column, labeled "Maximum Goals", the teacher may inquire of the Superintendent as to the reason therefore, and that teacher shall be given reasons for such to justify the situation.

	<u>Goals</u>	<u>Maximum Goals</u>
Kindergarten	20	25
Grade 1	20	25

Grade 2	20	25
Grade 3	20	25
Grade 4	23	27
Grade 5	23	27
Grade 6	23	27
Grades 7 & 8 Academic Courses	23	27
Grades 9-12 Academic Courses	21	25
Home & Careers/Technology Courses	21	25
Physical Education (Per Teacher)	26	30

12.2. Special Teachers

Elementary Art classes are not to exceed 30.
 Secondary Art classes are not be exceed 20-25.
 Craft classes are not to exceed 24-28.
 Art Majors classes are not to exceed 15-20.

Music: One music teacher for each 500 pupils; one vocal teacher for each 300 pupils; one instrumental teacher for each 125 pupils.

12.3. Elementary/Middle School Teachers

For grades K-8, an effort will be made to equalize class size or grade level. Where a difference in grade level class size exists, the next entering student shall be placed in the classroom with the lowest enrollment unless there are circumstances that would be adverse to either the student or the classroom setting.

For grades K-8, maximum goal numbers shall include mainstreamed Basic Skills, Special Education, and/or, included students, with enrollment calculated as 1.00 for those students being mainstreamed on a continuous basis in homeroom, at least one (1) academic course of study (Social Studies, Math, Science and Language Arts) and at least one special course of study (Art, Music, and Physical Education).

ARTICLE 13

MISCELLANEOUS PROVISIONS

13.1. This agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties in written and signed amendment to this Agreement. Before the Board adopts a change in policy which affects wages, hours or any other condition of employment which is not covered by the terms of this Agreement, the Board will notify the Association in writing that it is considering such a change. The Association will have the right to negotiate such items with the Board provided that it files such a request with the Board within five (5) calendar days after receipt of said notice.

13.2. This Agreement shall supersede any rules, regulations or practices of the Board which

shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered a part of the established policies of the Board.

- 13.3. Any individual arrangement, agreement or contract between the Board and an individual teacher, heretofore executed, shall be subject to and consistent with the terms and conditions of this Agreement and any individual arrangement, agreement or contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If an individual arrangement, agreement or contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- 13.4. If any provision of this Agreement or any application of this Agreement to any teacher or group of teachers shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- 13.5. Copies of this Agreement shall be printed at the expense of the Board and given to all teachers now employed or hereafter employed by the Board as soon as possible after its execution of employment if that occurs later. An additional fifty (50) copies of this Agreement are to be run off (MCSTA to do the stapling) and given to the Association.

ARTICLE 14

GRIEVANCE PROCEDURE

14.1. Declaration of Purpose

WHEREAS, the establishment and maintenance of a harmonious and cooperative relationship between the Board of Education and its teachers is essential to the operation of the schools, 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, and by which the Board of Education (hereinafter referred to as the Board) and its teachers are afforded adequate opportunity to dispose of their differences without the necessity of time consuming and costly proceedings before administrative agencies and/or in the courts.

14.2. Definitions

- 14.2.1. A Grievance is a claim by any teacher or group of teachers in the negotiating unit based upon any event or condition affecting their welfare and/or terms and conditions of employment, including but not limited to, any claimed violation, misinterpretation, misapplication or inequitable application of law, rules or regulations having the force of law, this agreement, policies, rules, by-laws, regulations, directions, orders, work rules, procedures, practices or customs of the Board of Education and administration.
- 14.2.2. The term Supervisor shall mean any Principal, assistant Principal, immediate

supervisor, or other administrative or supervisory officer responsible for the area in which an alleged grievance arises except for the Superintendent.

- 14.2.3. The Chief School Officer is the Superintendent of the District.
- 14.2.4. Association shall mean the unified Middleburgh Central School Teachers Association.
- 14.2.5. Aggrieved Party shall mean any person or group of persons in the negotiating unit filing a grievance.
- 14.2.6. Party in Interest shall mean the Grievance Committee of the Association and any party named in a grievance who is not the aggrieved party.
- 14.2.7. Grievance Committee is the committee created and constituted by the Middleburgh Central School Teachers Association.
- 14.2.8. Hearing Officer shall mean any individual or board charged with the duty of rendering decisions at any stage on grievances hereunder.
- 14.2.9. Day shall mean days school is in session except that during July and August it shall mean days other than weekends or legal holidays.
- 14.3. Procedures
- 14.3.1. All grievances shall include the name and position of the aggrieved party, the identity of the provision of law, this agreement, policies, etc. involved in the said grievance, the time and the place where the alleged events or conditions constituting the grievance existed, the identity of the party responsible for causing the said events or conditions, if known to the aggrieved party, and a general statement of the nature of the grievance and the redress sought by the aggrieved party.
- 14.3.2. Except for informal decisions at Stage 1A, all decisions shall be rendered in writing at each step of the grievance procedure, setting forth findings of fact, conclusions and supporting reasons therefore. Each decision shall be promptly transmitted to the Teacher Association.
- 14.3.3. If a grievance affects a group of teachers and appears to be associated with system-wide policies, it may be submitted by the Association directly at Stage 2 described below:
- 14.3.4. Ordinarily arbitration hearings shall be scheduled during the day and will commence only after students have been dismissed from school.
- 14.3.5. The Board of Education and the Association agree to facilitate any investigation which may be required and to make available any and all material and relevant documents, communications and records concerning the alleged grievance.
- 14.3.6. Except as otherwise provided in Article 14.5.1.1. and 14.5.1.2., the aggrieved

party and any party in interest shall have the right at all stages of a grievance to confront and cross examine all witnesses called against him/her, to testify and to call witnesses on his/her own behalf, and to be furnished with a copy of any minutes of the proceedings made at each and every stage of his/her grievance procedure.

- 14.3.7. No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by the Board or by any member of the administration against the aggrieved party, any party in interest, any representative, any member of the grievance committee or any other participant in the grievance procedure or any other person by reason of such grievance or participation therein.
- 14.3.8. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- 14.3.9. Nothing contained herein will be construed as limiting the right of any teacher having a grievance to discuss informally with any appropriate member of the administration and having the grievance informally adjusted without intervention of the association, provided the adjustment is not inconsistent with the terms of this Agreement and the Association has been given the opportunity to be present at such adjustment and to state its views on the grievance. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon either of the parties in this Agreement in future proceedings.
- 14.3.10. The existence of the procedure hereby established shall not be deemed to require any teacher to pursue the remedies here provided and shall not, in any manner impair or limit the right of any teacher to pursue any other remedies available in any other form.

14.4. Time Limits

- 14.4.1. Since it is important to good relationships that grievances be processed as rapidly as possible, every effort will be made by all parties to expedite the process. The time limits specified for either party may be extended only by mutual agreement.
- 14.4.2. No written grievance will be entertained as described below, and such grievance will be deemed waived unless written grievance is forwarded at the first available stage within thirty (30) school days after the teacher knew or should have known of the act on condition on which the grievance is based.
- 14.4.3. If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this agreement shall be barred.
- 14.4.4. Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party, his/her representatives and the Association within the specified time limit shall permit the lodging of an appeal at the next stage of the procedure

within the time which would have been allotted had the decision been communicated by the final day.

- 14.4.5. In the event a grievance is filed on or after June 1, upon request by or on behalf of the aggrieved party, the time limits set forth herein will be reduced pro rata so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is possible.

14.5. Stages

14.5.1. Stage 1: Supervisor

- 14.5.1.1. A teacher having a grievance will discuss it with his/her supervisor either directly or through a representative, with the objective of resolving the matter informally. The supervisor will confer with all parties in interest but, in arriving at his/her decision, will not consider any material or statements offered by or on behalf of any such party in interest with whom consultation has been had without the aggrieved party or his/her representatives present. If the teacher submits the grievance through a representative, the teacher may be present during the discussion of the grievance.

- 14.5.1.2. If the grievance is not resolved informally it shall be reduced to writing and presented to the supervisor. Within five (5) school days after the written grievance is presented to him/her, the supervisor shall, without any further consultation with the aggrieved party or party in interest, render a decision thereon, in writing, and present it to the teacher, his/her representative and the Association.

14.5.2. Stage 2: Superintendent

- 14.5.2.1. If the teacher initiating the grievance is not satisfied with the written decision at the conclusion of Stage 1 and wishes to proceed further under this grievance procedure, the teacher shall, within five (5) school days, present the grievance to the Association's Grievance Committee for its consideration.

- 14.5.2.2. If the Grievance Committee determines that the teacher has a meritorious grievance, then it will file a written appeal of the decision at Stage 1 with the Superintendent within twenty (20) school days after the teacher has received such written decision. Copies of the written decision at Stage 1 shall be submitted with the appeal.

- 14.5.2.3. Within five (5) school days after receipt of the appeal, the Superintendent or his/her duly authorized representative shall hold a hearing with the teacher and the Grievance Committee or its representative and all other parties in interest.

- 14.5.2.4. The Superintendent shall render a decision in writing to the teacher, the Grievance Committee and its representative within eight (8) school days after the conclusion of the hearing.

14.5.3. Stage 3: Board of Education

- 14.5.3.1. If the teacher and the Association are not satisfied with the decision at Stage 2, the Grievance Committee will file an appeal in writing with the Board of Education within fifteen (15) school days after receiving the decision at Stage 2.
- 14.5.3.2. Within fifteen (15) school days after receipt of an appeal, the Board of Education shall hold a hearing on the grievance. The hearing shall be conducted in executive session.
- 14.5.3.3. Within seven (7) school days after the conclusion of the hearing, the Board of Education shall render a decision, in writing, on the grievance.

14.5.4. Stage 4: Arbitration

- 14.5.4.1. After such hearing, if the teacher and/or the Association is not satisfied with the decision at Stage 3, the Association may appeal the Stage 3 decision to arbitration by submitting a completed Demand for Arbitration to the Syracuse Regional Office of the American Arbitration Association. The completed Demand for Arbitration must be submitted within fifteen (15) school days of the Stage 3 decision and a copy must be sent to the Superintendent concurrent with the submission to AAA.
- 14.5.4.2. Upon submission of a grievance to arbitration, an arbitrator shall be selected in accordance with the procedures of the American Arbitration Association and the arbitration shall proceed in accordance with the "Voluntary Labor Arbitration Rules" of the AAA.
- 14.5.4.3. The arbitrator shall have no power or authority to make any decision which is violative of law or of the terms of this agreement, or to make any decision which would add to, subtract from, or modify the terms of this agreement.
- 14.5.4.4. The decision of the arbitrator shall be final and binding upon all parties consistent with the provisions of CPLR, Article 75.
- 14.5.4.5. All costs for the services of the arbitrator, fees of the American Arbitration Association (AAA), and other hearing expenses shall be divided equally between the District and Association.
- 14.5.4.6. A transcript of the arbitration hearing shall be maintained only if specifically requested by either party. In such case, the requesting party shall bear the full cost of the transcript including the cost of providing one (1) copy of the transcript to the arbitrator and one (1) copy to the other party.

ARTICLE 15

DEPARTMENT COORDINATORS / DIRECTORS

15.1 Subject Area Department Coordinator:

Positions will be established as follows:

- | | | |
|--------|-----------|---|
| 15.1.1 | Pre-K – 4 | Five (5) positions covering the areas of Mathematics, Science, Social Studies, ELA & Reading, Special Ed. & related services |
| 15.1.2 | 5-8 | One (1) position each for Mathematics, Science, Social Studies, ELA & Reading, Special Ed. & related services. |
| 15.1.3 | 9-12 | One (1) position each for Mathematics, Science, Social Studies, ELA & Reading, Special Ed. & related services. |
| 15.1.4 | K – 12 | One (1) position each for Art & Music; Physical Education & Health; Technical & Commercial Education & Library; Guidance & Foreign Language |

15.2 Subject Area Department Director:

Positions will be established as one designated member from each of the Department Coordinators, PreK-4, 5-8, 9-12, and K-12 as described in 15.1.4. The Association President or designee, Director of Pupil Personnel Services and Building Administrators shall be included in Director meetings.

15.2.1 Compensation for the Association President shall be the same as Department Directors.

15.3 Selection of Department Coordinators:

15.3.1 All Department Coordinators shall be tenured in their subject areas.

15.3.2 Coordinators shall be elected from their subject areas, and shall serve for a one (1) year appointment by the Board of Education. Elections will be conducted in June for the following school year.

15.3.3 If a Coordinator / Director fails to meet his/her obligations, the Superintendent, with a written description of the Coordinator / Director's failed obligation, may petition the department for a reelection and appointment of a new Coordinator.

15.3.4 If a Department Coordinator / Director position is left unfilled as of Oct. 1, or vacated during the school year, the Superintendent may solicit and appoint a tenured teacher from the vacated department with teacher agreement.

15.4 Duties and Responsibilities of Department Coordinators

15.4.1 Coordinators shall serve as members of Building Curriculum Councils chaired by building administrators, and shall meet as a council once a month. Three (3) of the four (4) Coordinators established in 15.1.4 shall serve, one (1) each on the Building Councils, with the fourth representing the group on the District Council established in 15.6.1.

15.4.2 They shall in cooperation with the administration, review, develop and coordinate District programs and curriculums with state standards, assessments and student testing within the assigned areas.

15.4.3 They shall develop recommendations as to the effective correlation of textbook selection, requisitions, staffing, funding and lesson plan review within the assigned areas.

15.4.4 They shall participate in staff development, in-service training, curriculum review, and evaluation/development of areas of responsibility, and be representatives for school improvement.

15.5 Selection of Department Directors

15.5.1 Director positions shall be established for a District Curriculum Council to include math / science PreK-12; social studies / ELA & Reading PreK-12; PreK-12 Art, Music, P.E., Health, Technical & Commercial Ed., Guidance, Library and Foreign Language. A fourth Director position will be established as K-12 General Education.

15.5.2 Elected Department Coordinators shall apply in writing to the Superintendent of his/ her interest in a vacated Directors position as established in 15.2 and 15.5.1

15.5.3 Selection and appointment of the Director shall occur after an interview and approval by the Superintendent and the Association President or designee, and with approval of the Board of Education.

15.6 Duties and Responsibilities of Department Directors

15.6.1 Directors shall serve on a District Curriculum Council chaired by the Superintendent and shall meet as a council once a month. The Association President or designee shall also be a member of this council.

15.6.2 The District Council shall review areas of concern as a PreK-12 continuum.

15.6.3 Directors shall coordinate the development of PreK-12 curriculum, standards, assessment and testing within his/her assigned areas.

- 15.6.4 Directors shall develop recommendations as to the effective correlation of textbook selection, in-service training, requisitions, curriculum continuity, program staffing and budget development.
- 15.6.5 Directors shall be included on any committee or group established by the district for the purpose of study, planning or construction of school facilities. They shall also be kept informed, advised and consulted on a regular basis as to the condition or state of each building and/or facilities.
- 15.6.6 Directors shall serve on the District Shared Decision Making Team

ARTICLE 16

ACCIDENT INDEMNITY

- 16.1. Whenever a regularly employed teacher is absent from employment and unable to perform his/her duties as a result of personal injury caused by an accident or an assault occurring in the course of employment, he/she will be paid full salary during an absence from employment up to a maximum period of one salary year. No part of such absence will be charged against the teacher's sick leave, and teacher benefits as they relate to this question, presently effective in the school District, shall in no way be diminished.
- 16.2. When a teacher is absent in accordance with the provisions of this Article, the teacher shall, as a condition of continuing to receive full salary, pay to the District the full amount of any monies paid by Workmen's Compensation insurance for the purpose of replacing the teacher's wages.

ARTICLE 17

ASSOCIATION PRIVILEGES

- 17.1. The Association President shall be provided with a copy of the agenda on the day of each Board meeting and with a copy of the minutes of each Board meeting after they are approved by the Board.
- 17.2. The Association will be allowed to use mimeograph, ditto, and other copying or printing equipment owned by the District with no charge except for supplies. The use of this equipment by the Association shall not interfere with its normal use for District purposes.
- 17.3. The Association, upon submission of a written notification to a Building Principal, shall be permitted to use available rooms for lawful purposes, provided such use shall not interfere with normal District purposes.
- 17.4. The Association will continue to be allowed to use the District's internal box system for distribution of Association materials.
- 17.5. Within five (5) days of the date upon which it is filed with the Board of Education, the

Association President shall receive a copy of any school evaluation report as required by the regulations of the Commissioner of Education.

- 17.6. As Board policy is developed, one (1) copy of each policy statement shall be given to the President of the M.C.S.T.A.
- 17.7. The Association President shall receive a copy of any approved variance obtained by the District pursuant to Part 100.2(n) of the Commissioner's Regulations.
- 17.8. Subject to the District approval as to the location of the telephones, the District will allow the use of one (1) additional telephone in each building. These telephones will be paid for by the Association with the Association responsible for their use.

ARTICLE 18

TEACHER TRANSFERS

- 18.1. The Superintendent shall post notice of any known vacancies and new positions to be created as they occur, including a list of qualifications necessary for each position. Said notice shall be posted in the main office of the elementary and secondary buildings and a copy delivered to the Association President. Any teacher wishing to transfer shall notify the Superintendent in writing within ten (10) days of the notification. This notice to the Superintendent shall state the position desired, grade level, and other pertinent data. Initial consideration shall be given to qualified applicants from within the system.
- 18.2. The following principles shall be applied in the reassignment of teachers:
 - 18.2.1. Individual qualifications.
 - 18.2.2. Instructional requirements.
 - 18.2.3. Staff availability.
 - 18.2.4. The convenience and wishes of the teacher applicant.
- 18.3. All teachers shall be notified of their tentative assignments for the following year prior to June 1st.

ARTICLE 19

COMPENSATION

- 19.1. The basic salary for each member of the negotiating unit initially employed by the District and who had prior experience at the time of his/her appointment, shall be determined in the following manner:
 - 19.1.1. A member newly employed by the district shall be placed on the salary schedule in accordance to the number of years experience in "public education" (example – no

previous experience in public education, placed on Step 1; three years experience in public education, placed on Step 4; six years half-day experience in public education, placed on Step 4). All newly employed members having experience in “non-public” schools shall be placed on the salary schedule equivalent to one (1) year of credit for two (2) years taught.

19.2. It is agreed that a teacher’s place on the salary schedule is not necessarily the same as his/her number of years teaching experience for seniority purposes.

19.3 Middleburgh Teachers’ Salary Schedule

2004-05

STEP	BA	MA	MA +15	MA +30
1	34750	36950	37750	38550
2	34980	37180	37980	38780
3	35210	37410	38210	39010
4	36074	38285	39039	39829
5	36834	39089	39859	40666
6	38307	40653	41453	42292
7	39173	41571	42390	43248
8	40058	42511	43348	44225
9	40964	43472	44328	45225
10	41890	44454	45329	46247
11	43565	46232	47143	48097
12	44602	47332	48265	49242
13	45663	48459	49413	50414
14	46750	49612	50589	51613
15	47863	50793	51793	52842
16	49777	52857	53865	54955
17	50972	54126	55158	56274
18	52195	55425	56482	57625
19	53448	56755	57837	59008
20	54731	58117	59225	60424
21	57209	60442	61594	62841
22	66697	69237	70105	70974

Note:

- A) Any teacher who has moved above step 22 on the salary schedule shall receive \$500.
- B) A career increment of \$1000 shall be paid at the beginning of the 24th year of credited service in the NYSTRS to eligible members.
- C) A career increment of \$1000 shall be paid at the beginning of the 26th year of credited service in the NYSTRS to eligible members.
- D) A career increment of \$2500 shall be paid at the beginning of the 28th year of credited service in the NYSTRS to eligible members.

2005-06

STEP	BA	MA	MA +15	MA +30
1	35098	37320	38128	38936
2	35330	37552	38360	39168
3	35562	37784	38592	39400
4	36435	38668	39429	40228
5	37202	39480	40257	41072
6	38690	41059	41868	42715
7	39565	41987	42814	43681
8	40459	42936	43782	44668
9	41373	43906	44771	45677
10	42308	44899	45783	46710
11	44001	46694	47614	48578
12	45048	47806	48747	49734
13	46120	48944	49908	50918
14	47218	50108	51095	52130
15	48342	51301	52311	53370
16	50275	53386	54404	55505
17	51482	54667	55710	56837
18	52717	55979	57047	58201
19	53983	57322	58416	59598
20	55278	58698	59818	61028
21	57781	61046	62210	63470
22	67531	70102	70981	71861

Note:

- A) Any teacher who has moved above step 22 on the salary schedule shall receive \$500.
- B) A career increment of \$1000 shall be paid at the beginning of the 24th year of credited service in the NYSTRS to eligible members.
- C) A career increment of \$1000 shall be paid at the beginning of the 26th year of credited service in the NYSTRS to eligible members.
- D) A career increment of \$2500 shall be paid at the beginning of the 28th year of credited service in the NYSTRS to eligible members.

2006-07

STEP	BA	MA	MA +15	MA +30
1	35448	37693	38509	39325
2	35683	37927	38743	39559
3	35918	38162	38978	39794
4	36799	39055	39824	40630
5	37574	39875	40660	41483
6	39077	41470	42286	43142
7	39960	42407	43242	44117
8	40864	43365	44219	45114
9	41787	44345	45219	46134
10	42731	45348	46241	47177
11	44441	47161	48090	49064
12	45498	48284	49235	50231
13	46581	49433	50407	51427
14	47690	50610	51606	52651
15	48825	51814	52834	53904
16	50778	53919	54948	56060
17	51997	55213	56267	57406
18	53245	56539	57617	58783
19	54522	57896	59000	60194
20	55831	59285	60416	61639
21	58359	61656	62832	64104
22	68375	70978	71868	72759

Note:

- A) Any teacher who has moved above step 22 on the salary schedule shall receive \$500.
- B) A career increment of \$1000 shall be paid at the beginning of the 24th year of credited service in the NYSTRS to eligible members.
- C) A career increment of \$1000 shall be paid at the beginning of the 26th year of credited service in the NYSTRS to eligible members.
- D) A career increment of \$2500 shall be paid at the beginning of the 28th year of credited service in the NYSTRS to eligible members.

- 19.4 Additional Compensation for Graduate Credits
- 19.4.1. For each completed credit hour of approved study, unit members will be paid \$50 per credit hour.
- 19.4.2. To qualify for additional compensation for graduate credits under this article, the course must have the prior written approval of the Board of Education or its designee. All courses required by a university to meet the requirements for a Master's Degree will automatically be approved. Payment for approved courses completed during Spring and Summer sessions will be started at the beginning of the next school year. Payment for courses completed in Fall semesters will be made at the rate of 50% of the full-year payment, beginning in February of the same school year.
- 19.4.3. Unit members shall be paid for a second masters or doctorate degree in an approved graduate program. As a condition of payment the unit member shall submit a copy of said masters or doctorate degree to the superintendent. Payment shall be 2.375% of BA Step 1 on the teachers' salary schedule.
- 19.4.4. Any teacher who is being paid at BA+30 shall move to the Masters column on the salary schedule. Any teacher being paid at BA + 45 shall move to the Masters + 15 column on the salary schedule.
- 19.4.5 A teacher attaining National Board Certification shall receive an additional 3% of his/her individual salary.
- 19.5. In-service Credit
- 19.5.1. In-service credit to be counted toward salary adjustments shall be granted, beginning with the 1995-96 school year.
- 19.5.2. The in-service instruction, to be eligible for in-service credit, must be approved in advance by the Superintendent of Schools to assure that its content is practical and will enable the teacher to improve his/her skill in his/her area.
- 19.5.3. For salary adjustment purposes, fifteen (15) hours of approved in-service instruction will be equal to one (1) graduate credit hour.
- 19.5.4. To receive in-service credit, for salary adjustment, unit members must produce evidence of satisfactorily completing the in-service instruction by submitting such evidence to the Superintendent of Schools for verification prior to school district recognition of credit. Only in-service instruction attended beyond regular school hours will receive consideration for credited time and monetary compensation. The parties agree that in-service instruction that takes place during a

Superintendent's Conference Day, during a faculty meeting or as part of an Effective Schools meeting, shall not count toward approved in-service credit.

19.5.4.1 MCS employees who perform in-district in-service training shall be compensated with two (2) in-service credit hours for each hour of instructional time.

19.5.5 175 Hours Professional Development

19.5.5.1 The district shall attempt to provide no less than fifty (50) hours of in-district in-service training programs per school year of which thirty (30) hours shall be salary enhancing.

19.5.5.2 Between June 1 and June 20 of each school year, the Superintendent shall provide a signed copy of a professional development confirmation form informing each new teacher employed by the district after January 30, 2004, the number of hours granted toward his/her professional certificate during that school year, and the cumulative hours gained toward the completion of New York State certification requirements. Copies of these forms shall be maintained by the district and become a part of the teacher's permanent file.

19.6. Additional Future State Aid

During the term of this Agreement, upon receipt by the Board of Education of a written demand to the Association, the Board of Education agrees to reopen negotiations on a limited and restricted basis as hereinafter defined. Such negotiations will commence if and only if the New York State Legislature provides additional categorical State aid specifically designated as categorical aid to be used only for increasing teacher salaries and said aid is actually received by the school district. The scope of said negotiations, as they do occur after the aforementioned aid is provided, shall be limited to the reasonable application by the District of said aid to be used only for increasing teacher salaries.

Article 19.7 EXTRA-DUTY COMPENSATION

	<u>Index%</u> <u>Step 1</u>	<u>Index%</u> <u>Step 2</u>	<u>Index%</u> <u>Step 3</u>
Director of Athletics	9.299	9.99	11.443
Basketball Head	8.537	9.776	10.559
Assistant	5.776	6.72	6.878
Wrestling Head	8.537	9.776	10.559
Assistant	5.776	6.72	6.876
Soccer Head	6.91	7.48	8.669
Assistant	4.675	5.142	5.66
Volleyball Head	6.91	7.48	8.689
Assistant	4.675	5.142	5.66
Baseball/Softball Head	6.91	7.48	8.689
Assistant	4.675	5.142	5.66
Track Head	6.91	7.48	8.689
Assistant	4.675	5.142	5.66
Tennis Head	6.91	7.48	8.689
Golf	6.91	7.48	8.689
Cross Country Head	5.122	5.528	6.433
Bowling Head	4.608	5.02	5.437
Cheerleading	4.608	5.02	5.437
Ski Club	1.509	1.705	1.925
Athletic Association	1.334	1.489	1.618
Department Directors	1.489	1.618	1.836
Department Coordinators	3.286	3.547	3.836
Newspaper	1.356	1.576	1.817
Award & Points	3.501	3.829	4.2
Assistant	2.369	2.591	2.736
Yearbook Chair	6.129	6.632	7.701
Assistant (2)	4.147	4.559	5.01
Senior Class Advisor (2)	2.254	2.475	2.736
Junior Class Advisor (2)	2.032	2.274	2.495
Sophomore Class Advisor	0.919	1.115	1.227
Freshman Class Advisor	0.919	1.115	1.227
Jr. Nat. Honor Society	1.334	1.489	1.618
Sr. Nat. Honor Society	1.334	1.489	1.618
Student Congress/Council	1.334	1.489	1.618
O.M. Head	4.815	5.231	5.646
O.M. Coaches	0.877	0.986	1.093
PEP Band	2.1	2.407	2.715
Jazz Band	1.751	1.859	1.992
Marching Band	2.341	2.684	2.844
Orchestra Director/play	2.1	2.1	2.1
Choral Director/play	2.1	2.1	2.1
Production Arts Dir./play	5	5	5
Accidentals	1.97	2.079	2.212
Senior Play Advisor	3.414	3.763	4.137
I.D. Group Supervisor.	2.079	2.3	2.537
Website Coordinator (3)	1.334	1.489	1.618
Club Advisors	1.334	1.489	1.618

(club advisors include academic clubs such as Spanish club, SADD, etc.)

Intramurals/director of Little Knights shall be paid at a rate of \$15 per hour

19.8 Extra Curricular and Coaching Arrangements

- 19.8.1 All coaching responsibilities will be considered under the extra-duty salary schedule. The Extra-Duty Compensation Schedule shall be percent indexed to the first step BA column on the Teacher's salary schedule and shall change with each year of this agreement. A teacher accepting one of the positions shall advance each year from left to right on the schedule until reaching maximum. For placement on the extra-duty salary schedule, only service in the Middleburgh Central School District will be credited.
- 19.8.2 Upon promotion from Assistant Coach to Coach, Advisor to Chairman, or Assistant Advisor to Advisor, the person shall revert to the preceding step in the schedule for the new assignment.
- 19.8.3 Additions, deletions, or changes in rates may be discussed by the parties and made by mutual agreement of the parties. Such discussions may be initiated by either party by notifying the other.
- 19.8.4 Vacancies for extra-duty positions will be posted for a period of seven (7) school days before appointments to such positions are made. When hiring extracurricular advisors and athletic coaches, the district will give first consideration to qualified members of the MCSTA prior to considering any other applicants for the positions. Where the District determines that a vacancy must be filled immediately, a temporary appointment may be made during the posting period.
- 19.8.5 The Board of Education, upon the recommendations of the Superintendent, will make coaching, extracurricular & intramural assignments for the ensuing school year as soon as practicable.
- 19.8.6 All extra-duty assignments are contingent upon necessary student participation. This is to be determined by the Superintendent after consultation with the Director of Athletics and/or appropriate principal.
- 19.8.7 When more than one person is required for a position described on the extra-duty schedule, each person assigned shall receive the full amount indicated on the schedule. The number in parenthesis on the schedule shall indicate the minimum number of people needed for that position.
- 19.8.8 Evaluation procedure of Coaches shall be as follows:
1. The Coach will receive the evaluation tool prior to the season (See Appendix II).
 2. All Coaches will review the form with the Athletic Director.
 3. At midseason, an informal review between the Coach and Athletic Director will occur and a meeting will be required only if there is an area of concern. The Coach or Athletic Director may request the participation of an administrator or representative at the review.
 4. At the end of the season separate evaluations by the Coach, Athletic Director (if administratively certified) and administration will be completed. A joint

meeting will occur to complete a final evaluation.

5. A Coach may request a student evaluation be completed (Appendix II A.1.a) which would be conducted by the Athletic Director.

6. Assistant Coaches in all sports programs are directly responsible to the Head Coach in that sport regarding conduct of the program to include, but not limited to: placement of player personnel, program philosophy, game strategy and player conduct. It is expected that Assistant Coaches will have responsibilities to the varsity team (i.e. assisting at games, scouting future opponents, etc.) in addition to coaching another level of the program (i.e. J.V. or Modified teams).

19.9. Curriculum Development

Beginning in the 2001-2002 school year, Compensation for Curriculum Development will be at the rate of \$20.00 per hour.

19.10 Unused Sick Leave Compensation

19.10.1. Upon written notification to the Board on or before March 1, in the same year (New York State Teachers Retirement System definition), a teacher will be compensated for unused sick leave on the following basis:

19.10.1.1 Any teacher reaching the first year of eligibility or beyond under regulations of the New York State Teachers' Retirement System during the school year in which written retirement notification is given will receive a stipend of \$35.00 per unused sick days, up to 250 days. In addition, any teacher reaching his/her first year of eligibility under NYSTRS with full benefits under NYSTRS will receive a \$5,000 cash retirement incentive.

19.10.2. For a retiring teacher to receive the stipend as described above, he/she must complete the school year, but need not start the next school year in September in which retirement will take place. Any retirement incentive will be contributed to a 403b account according to current IRS regulations.

19.10.3. When the District reports the stipend to the New York State Teachers' Retirement System as part of the retirement year salary, payment of the stipend may, at the School District's discretion, be deferred until September 1 immediately following retirement. Any such stipend based on sick leave compensation will be reported by the School District to the New York State Teachers' Retirement System according to existing rules and regulations of that system.

19.10.4. School year as used in this section is defined as July 1 through June 30.

19.11. Approved Mileage

Approved mileage will be paid at the IRS rate.

ARTICLE 20

APPROVAL OF THE LEGISLATIVE BODY

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

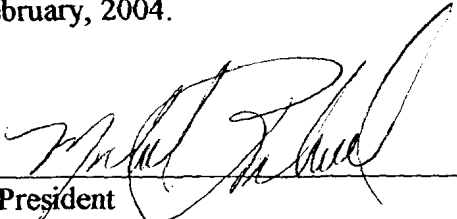
ARTICLE 21

DURATION

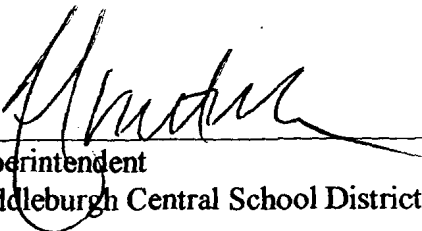
This Agreement shall be effective as of July 1, 2004, and shall continue in effect through June 30, 2007.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective representatives on the 9th day of February, 2004.

For the District:

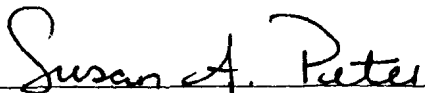


President
Board of Education
Middleburgh Central School District



Superintendent
Middleburgh Central School District

For the Association:



President
Middleburgh Central School Teachers Association



Negotiations Chairperson

Appendix I

Middleburgh Central School District

**Professional Development and
Teacher Evaluation Plan**

2004 Edition

OUR MISSION AND GOALS:

NEW YORK STATE EDUCATION DEPARTMENT MISSION: To raise the knowledge, skill, and opportunity of all the people of New York

REGENTS GOALS:

1. All students will meet high standards for academic performance and personal behavior and demonstrate the knowledge and skills required by a dynamic world.
2. All educational institutions will meet Regents high performance standards.
3. The public will be served by qualified, ethical professionals who remain current with best practice in their fields and reflect the diversity of New York State.
4. Education, information, and cultural resources will be available and accessible to all people.
5. Resources under our care will be used or maintained in the public interest.
6. Our work environment will meet high standards.

MIDDLEBURGH CENTRAL SCHOOL MISSION STATEMENT: The mission of the Middleburgh Central School is to assure that all students acquire knowledge and develop the skills and work habits that will enable them to become well adjusted, productive members of society. This mission is best accomplished by the development and maintenance of a highly effective educational program.

PROFESSIONAL DEVELOPMENT AND TEACHER EVALUATION

PHILOSOPHY

The goal of professional development and teacher evaluation in the Middleburgh Central School District is to provide opportunity for teachers to reflect, assess and develop effective teaching skills and strategies through a systematic ongoing process. Instructional excellence is a responsibility shared by the faculty, administration and Board of Education.

OBJECTIVES

1. To enhance instruction resulting in improved learning/performance.
2. To provide teachers with opportunities to create educational visions in a supportive environment.
3. To provide a means to support high standards of professional development.
4. To assess the performance of the MCS professional staff.

GOAL SETTING CRITERIA

The performance of professional staff members providing instructional services in the Middleburgh Central School District **will be evaluated using the following criteria as performance standards** recognized as the foundation for building instructional excellence.

1. *Content knowledge*: the professional staff member shall demonstrate a thorough knowledge of the relevant subject matter area and curriculum.
2. *Preparation*: the professional staff member shall demonstrate appropriate preparation employing the necessary pedagogical practices to support instruction.
3. *Instructional Delivery*: the professional staff member shall demonstrate that the delivery of instruction results in active student involvement, appropriate teacher/student interaction and meaningful lesson plans resulting in student learning.
4. *Classroom Management Skills*: the professional staff member shall demonstrate management skills supportive of diverse student learning needs which create an environment conducive to student learning.
5. *Student Development*: the professional staff member shall demonstrate knowledge of student development, an understanding and appreciation of diversity, and the regular application of developmentally appropriate instructional strategies for the benefit of all students.
6. *Student Assessment*: the professional staff member shall demonstrate that he/she implements assessment techniques based on appropriate learning standards designed to measure student progress in learning.
7. *Collaboration*: the professional staff member shall demonstrate that he/she develops effective collaborative relationships with students, parents or caregivers, and other professionals and support personnel to meet the learning needs of all students.
8. *Reflective and Responsive Practice*: the professional staff member shall demonstrate that practice is reviewed and effectively assessed, and that appropriate adjustments are made on a continuing basis.

PROFESSIONAL DEVELOPMENT AND EVALUATION OF PROBATIONARY TEACHERS

Beginning in Feb. 2004, all teachers possessing a Transitional or Initial Certification, here after referred to as teacher intern, must be evaluated both formatively and summarily based on a portfolio review which may include but not be limited to

1. video taping
2. sample lesson plans
3. sample student work
4. student assessment instruments
5. teacher reflection on their classroom performance

Teacher interns will select portfolio material and submit an outline, using established **Form A** and **Form D** to his/her building administrator by Oct. 1. The building administrator, teacher intern and mentor, if one has been assigned, will conference regarding the portfolio outline prior to Nov. 1.

Beginning in Nov. and throughout the school year building principals will conduct formal, announced classroom visitations using the formative evaluation **Form B**.

At the end of each probationary year between June 1 and June 20, the building principal and teacher intern shall meet for the purpose of filling out **Form E-1, Goal Setting Criteria Final Evaluation Form** and writing a **Summative Narrative Evaluation, Form A-1**, for that school year, and set instructional goals and strategies for the following school year.

If during the school year the instructional performance of a teacher intern is found to be unsatisfactory, the building principal and the teacher intern shall, using **Form C**, describe the problem, then develop and design a corrective plan. The corrective plan should be developed from the **Teacher Improvement Menu**. Any mandated course work or conferences, outside the school day, shall be compensated for by the district with in-service or graduate hours according to the MCSTA contract. The corrective plan shall include an approximate timeline and alternate strategy for teacher intern changes.

PROFESSIONAL DEVELOPMENT AND EVALUATION OF TENURED TEACHERS

Tenured teachers should possess the rights and responsibilities consistent with their professional status. While teachers recognize their professional obligations for ongoing professional growth, the Middleburgh professional evaluation policy and procedures afford them latitude in the process. It is the intent of this procedure to remain flexible in the planning process to allow for changes to be made as necessary to meet the teachers' professional needs.

No later than Dec. 1 of each year tenured teachers will choose from the **Professional Development Menu** a format which is best suited to meet his/her individual needs for his/her classroom or program. **Form D** shall be used to record selected criteria and evaluation tools. Teachers may work on an individual basis or in conjunction with other faculty members. Completed **Form D** will be reviewed by the building administrator with the involved teacher or teachers.

An administrator may observe any tenured teacher, with advanced notice, using **Form E**. If necessary, a second announced observation will be performed using **Form B**. If a tenured

teacher is perceived to be deficient the administrator shall identify the deficiency in writing and a plan for remediation shall be determined using **Form C**. The corrective plan should be developed from the **Teacher Improvement Menu**. Any mandated course work or conferences, outside the school day shall be compensated for by the district with in-service or graduate hours according to the MCSTA contract. The corrective plan shall include an approximate timeline and alternative strategy for corrective changes.

Confidentiality is required as appropriate for all professional growth activities (i.e. A personal reflection on practices, journals etc. would not be shared in its entirety as a culminating activity; however, a synopsis prepared by the teacher or selected entries chosen by the teacher may be used as a culminating activity.) Artifacts, video tapes etc. will remain the property of the teacher.

**Intern
Tenured - Option**

**Form A
Portfolio Review**

NAME _____

DATE _____

Portfolio Content (may include but is not limited to):

- _____ 1. A videotape
- _____ 2. Sample lesson plans
- _____ 3. Sample of student work
- _____ 4. Student Assessment Instruments
- _____ 5. Teachers reflection on his/her classroom performance.
- _____ 6. Other (describe)

The attached rubric will be used as a guideline for both the teacher and administrator.

Portfolio Review Rubric

When the self-review, or portfolio review is chosen by the teacher for assessment, the following rubric will be used as a guideline for both the teacher and the administrator.

<i>Goal</i>	<i>Successful</i>	<i>Not Yet Completed</i>
<i>Content Knowledge: The staff member shall demonstrate a thorough knowledge of the relevant subject matter area and curriculum.</i>	<i>Teacher lists and explains activities, input, and examples aligned with the mission and annual educational objectives of the building and the district.</i>	<i>Statement of support to the mission and objectives is general. A description of what that support looks like and sounds like in everyday practice is needed.</i>
<i>Preparation: The staff member shall demonstrate appropriate preparation employing the necessary pedagogical practices to support instruction.</i>	<i>Teacher has completed lesson plans. (ie – materials, objectives and assessments are evident)</i>	<i>Lesson plans do not include materials, objectives and assessments.</i>
<i>Instructional Delivery: The staff member shall demonstrate that the delivery of instruction results in active student involvement, appropriate teacher/student interaction, and meaningful lesson plans resulting in student learning.</i>	<i>Teacher lists instructional strategies that were used on a regular basis. Notes the cause and effect relationship of those strategies.</i>	<i>Discussion of instructional strategies would benefit from several specific examples.</i>

<u>Goal</u>	<u>Successful</u>	<u>Not Yet Completed</u>
Classroom Management: The staff member shall demonstrate management skills supportive of diverse student learning needs which create an environment conducive to student learning.	Documentation of effective behavior management strategies used are noted in review.	Evidence/examples of a behavior management plan are missing.
Student Development: The staff member shall	Teacher lists and exhibits an understanding of diversity	Evidence/examples showing an understanding of

demonstrate knowledge of student development, an understanding and application of diversity, and the regular application of developmentally appropriate instructional strategies for the benefit of all students.	and uses developmentally appropriate instructional strategies for the benefit of all students.	diversity and use of developmentally appropriate strategies are missing.
Student Assessment: The staff member shall demonstrate that he or she implements assessment techniques based on appropriate learning standards designed to measure student progress in learning.	Teacher lists and explains appropriate assessment techniques.	Teacher expresses inappropriate assessment techniques.

<u>Goal</u>	<u>Successful</u>	<u>Not Yet Completed</u>
Collaboration: The staff member shall demonstrate that he/she develops effective collaborative relationships with students, parents or caregivers, professional and nonprofessional personnel in an attempt to meet the learning needs of students.	Teacher provides documented evidence of collaboration in an attempt to meet the learning needs of all students. (ie – grade level meetings, team meetings, conferences attended, parent/teacher conferences)	Little evidence shown of collaboration with students, parents/caregivers, professional and nonprofessional personnel in an attempt to meet the learning needs of students.
Reflective & Responsive: The staff member shall demonstrate that practice is reviewed and effectively assessed, and that appropriate adjustments are made on a continuing basis.	Teacher refers to professional goals and lists resources and activities completed to achieve them. Strategies used as a result of these efforts are listed.	Lists professional goals, but lacks discussion of activities related to those goals.

**Intern
Tenured – Option
Administrative - Option**

**Form B
Classroom Observation and Formative Evaluation**

Document may be included in district file

Date of Observation _____ Time of Observation _____

Name of Teacher _____

Name of Observer _____

Course/Grade Level _____

1-4 below shall be completed by the teacher prior to the prearranged observation. 5-8 to be completed jointly by teacher and observer

1. Lesson Objectives (as a result of the lesson, the students should be able to):
2. Activities (techniques) to be used:
3. Student behavior(s) the teacher would like monitored:
4. Teacher behavior(s) the teacher would like monitored

5. LESSON SUMMARY

(To be completed by the observing administrator following the classroom visitation)

Parts of the lesson that went well:

6. Parts of the lesson that might be changed or improved:

7. POST CLASSROOM VISITATION DISCUSSION NOTES

(To be developed jointly by the teacher and the observer):

8. ACTION PLAN

(Developed by teacher and observer- to be completed before next observation):

Signature of Teacher

date

Signature of Observer

date

Designated Teachers

**Form C
Teacher Improvement Plan**

TEACHER NAME _____

OBSERVING ADMINISTRATOR _____

1 and 2 below are to be filled out by the observing administrator. 3-6 are to be collaboratively planned with teacher and administrator, and 7 is to be done by the teacher.

1. Goal setting criteria determined to be unsatisfactory:

2. Description of goal setting area found to be unsatisfactory during formal observation.

3. Chosen Remedy/ies (see teacher improvement menu)

4. Reason for Chosen Remedy/ies and how they are connected to the deficiency:

5. Time line

6. Follow-up date

7. Teacher alternative solution to perceived problem

8. Teacher signature indicating approval of plan _____

date

Teacher Improvement Menu

1. Assignment of a mentor
2. An improvement plan developed by the teacher mentor and building principal.
3. NYSUT Effective Teaching Coursework
4. Regional BOCES Training program
5. State Conferences
6. Increased classroom visitations and formative evaluations
7. Professional Conferences
8. District Conferences
9. Peer Observations
10. Visitation/Observations of other classes
11. Visitation/Observations of other schools
12. Auditing Courses
13. In-service Courses
14. Graduate or Undergraduate Courses
15. Professional Reading
16. Submission of Weekly Lesson Plans
17. Self Assessment
18. Other

All Teachers

Form D **Individual Goal Setting and Plan of Action**

NAME _____ DATE _____

Temure teacher Goals are to be submitted to your building administrator by Dec. 1. Non-temure teacher Goals are to be submitted by Oct. 1.

Professional Goals: From the Goal Setting Criteria, select an area that the teacher wishes to work on this school year.

From the Professional Development Menu select an activity which effectively matches the Goal Setting Criteria, and determine an action plan.

Supervisor comments and suggestions

Upon Implementation and completion of the plan what is the culminating activity or evaluation.
(To be done by the teacher)

Professional Development Menu

1. Peer Coaching- an opportunity for two teachers to interact professionally to enhance instructional practice
2. Journal Writing- A reflective narrative which allows a teacher to examine teaching style, classroom management, student performance and/or other pertinent issues (minimum: weekly entry).
3. Portfolio Development- Selection of representative works. (A) Limit to 10 items that are directly related to defined criteria. (B) Keep simple and easy to understand. (C) Let it evolve over the year to show growth and improvement in a specific area.
4. Video Taped Session - To record classroom environment with a specific purpose in mind. The video would be used as a basis for personal improvement by the teacher involved. Video tape shall not become a part of the teachers' permanent file.
5. Goal Setting- Identify areas of interest or need and develop a plan of action to bring about desired change.
6. Teacher Requested Observation- Teacher requests that a particular person observe and share impressions and ideas. May include: a peer, parent, outside professional, administrator. These observations will not become a part of the teachers' permanent file.
7. Mentoring- the teacher serves as a mentor for a new teacher in the school district or for a student teacher.
8. Presentation to Group of Educators- The teacher presents a topic of interest and expertise to an appropriate group of professional educators. (i.e. Participating as a presenter in the district's ongoing in-service program).
9. Professional visitations- an opportunity for teachers to observe others and to gather information to enhance one's own teaching skills and program. Visitations may be within the school district or in neighboring districts.
10. Conference/Seminar Attendance- Participation in conferences/seminars to learn instructional techniques and/or explore cutting edge development in education.
11. Professional Reading- An annotated bibliography of multi-media sources related to a defined criteria. (Minimum of 10 entries)
12. College Coursework- Enrollment in coursework to enhance personal and professional growth. (Above and beyond coursework mandatory for appropriate certification.)
13. Participate in a Study Group- Teachers with common concerns meet to discuss issues which are focused on a particular topic with a goal of developing an action plan.
14. Team Teaching- Two or more teachers working together to deliver instruction across curriculum areas and/or grade levels.
15. Program Improvement- a teacher or teachers working together to update program procedures, curriculum, etc.
16. Administrator conducts a formal, traditional observation using the established **Form B or E**.
17. Other Options- Creative ideas which are mutually agreed upon are respected and encouraged.

Form E

TRADITIONAL EVALUATION FORM

**Tenured Teachers Only
*Pre-Evaluation Information (Administrator)***

Teacher's Name: _____

Date of Obs./Eval.: _____ Date: _____

Subject/Class to be Observed _____

Number of Students: _____ Room: _____ Period: _____

Student Ability Level : _____

Obs./Evaluator: _____

Objectives of Lesson:

Method of Instruction:

Planned Activities:

Other Comments

Teacher's Name _____

- Key: X Not observable/Not applicable
1 Outstanding
2 Above Average
3 Norm/Acceptable
4 Needs Improvement
5 Unsatisfactory

CLASSROOM MANAGEMENT: the professional staff member shall demonstrate management skills supportive of student learning

- | | | | | | | |
|---|---|---|---|---|---|---|
| X | 1 | 2 | 3 | 4 | 5 | 1) Teacher demonstrates classroom control |
| X | 1 | 2 | 3 | 4 | 5 | 2) Teacher handles behavior problems effectively |
| X | 1 | 2 | 3 | 4 | 5 | 3) Teacher uses classroom routines which contribute to effective student discipline |
| X | 1 | 2 | 3 | 4 | 5 | 4) Teacher maintains consistency in enforcement of rules |
| X | 1 | 2 | 3 | 4 | 5 | 5) Students are aware of teacher expectations |
| X | 1 | 2 | 3 | 4 | 5 | 6) Room organization facilitates student learning |
| X | 1 | 2 | 3 | 4 | 5 | 7) Teacher provides an atmosphere conducive to learning |

COLLABORATION: the professional staff member shall demonstrate that he/she develops effective collaborative relationships with students, professional and nonprofessional personnel in an attempt to meet the learning needs of students.

- | | | | | | | |
|---|---|---|---|---|---|--|
| X | 1 | 2 | 3 | 4 | 5 | 1) Teacher promotes an atmosphere of cooperation and mutual respect among students |
| X | 1 | 2 | 3 | 4 | 5 | 2) Teacher respects student opinions/questions/suggestions |
| X | 1 | 2 | 3 | 4 | 5 | 3) Students show respect for teacher |
| X | 1 | 2 | 3 | 4 | 5 | 4) Teacher maintains good rapport with students |

PREPARATION: the professional staff member shall demonstrate appropriate preparation employing the necessary educational practices to support instruction

- | | | | | | | |
|---|---|---|---|---|---|--|
| X | 1 | 2 | 3 | 4 | 5 | 1) A clearly defined lesson plan was evidenced |
| X | 1 | 2 | 3 | 4 | 5 | 2) Long-term planning/follow up/evaluation was evidenced |
| X | 1 | 2 | 3 | 4 | 5 | 3) Objectives of lesson were clearly defined |
| X | 1 | 2 | 3 | 4 | 5 | 4) Teacher was adequately prepared for lesson |
| X | 1 | 2 | 3 | 4 | 5 | 5) Lesson plans/objectives were appropriate for class being taught |

INSTRUCTIONAL DELIVERY: the professional staff member shall demonstrate that the delivery of instruction results in appropriate teacher/student interaction and meaningful student learning

- X 1 2 3 4 5 1) Teacher uses appropriate methods and materials
- X 1 2 3 4 5 2) Teacher provides for individual needs, interests, abilities
- X 1 2 3 4 5 3) Teacher effectively communicates subject matter of lesson
- X 1 2 3 4 5 4) Teacher effectively addressed the objectives of the lesson
- X 1 2 3 4 5 5) Teacher gives assignments which are clearly defined and are of appropriate length and difficulty
- X 1 2 3 4 5 6) Teacher communicates clearly and properly in both oral and written expression

CONTENT KNOWLEDGE: the professional staff member shall demonstrate knowledge of the relevant subject matter area and curriculum

- X 1 2 3 4 5 1) Teacher demonstrates knowledge of the subject matter
- X 1 2 3 4 5 2) Teacher effectively communicates content knowledge orally
- X 1 2 3 4 5 3) Teacher effectively communicates content knowledge in written form
- X 1 2 3 4 5 4) Bulletin board/displays are relevant and/or appropriate

REFLECTIVE & RESPONSIVE PRACTICE: the professional staff member shall demonstrate that practice is reviewed and effectively assessed, and that appropriate adjustments are made on a continuing basis

- X 1 2 3 4 5 1) Teacher is sensitive to the needs of students and shows patience and understanding

STUDENT DEVELOPMENT: the professional staff member shall demonstrate knowledge of student development, an understanding and appreciation of diversity, and the regular application of developmentally appropriate instructional strategies for the benefit of all students

- X 1 2 3 4 5 1) Teacher provides for individual needs, interests and abilities
- X 1 2 3 4 5 2) Teacher gives assignments which are clearly defined and are of appropriate length and difficulty

STUDENT ASSESSMENT: the professional staff member shall demonstrate that he or she implements assessment techniques based on learning standards designed for measuring student learning

- X 1 2 3 4 5 1) Students appear to be gaining/achieving/mastering skills being taught
- X 1 2 3 4 5 2) Teacher uses effective/appropriate methods of evaluation to determine student learning

Teacher's Name: _____ Date: _____

General Description of Lesson: _____

Strengths: _____

Suggestions: _____

Comments/Recommendations: _____

Date

Signature of Observer/Evaluator

Date

Signature of Teacher

Form E-1
GOAL SETTING CRITERIA FINAL EVALUATION FORM

Teacher's Name: _____

Administrator: _____

Date _____

CRITERIA GOAL: CONTENT KNOWLEDGE - The staff member shall demonstrate a thorough knowledge of the relevant subject matter area and curriculum.

- _____ 1. Teacher successfully demonstrates knowledge of the subject matter.
- _____ 2. Teacher successfully communicates effective content knowledge orally.
- _____ 3. Teacher successfully communicates content knowledge effectively in written form.
- _____ 4. Teacher is successful with bulletin board/displays and they are relevant and/or appropriate.

Additional comments based on Rubric- Teacher successfully lists and explains activities, input, and examples aligned with the mission, curriculum and annual educational objectives of the building and the district

CRITERIA GOAL: PREPARATION - The staff member shall demonstrate appropriate preparation employing the necessary pedagogical practices to support instruction.

- _____ 1. Success is indicated by a clearly defined lesson plan
- _____ 2. Success is indicated by the demonstrating of long-term planning/follow up/evaluation.
- _____ 3. Success is indicated by objective and lessons being clearly defined
- _____ 4. Success is indicated by teacher being adequately prepared for lessons.
- _____ 5. Teacher success is indicated by having appropriate plans and objectives for class being taught.

Additional comments based on Rubric- Teacher shows success by having complete planned lessons (i.e.-materials, objectives and assessments are evident).

CRITERIA GOAL: INSTRUCTIONAL DELIVERY - The professional staff member shall demonstrate the delivery of instruction results in appropriate teacher/student interaction and meaningful student learning.

- _____ 1. Teacher successfully uses appropriate methods and materials
- _____ 2. Teacher successfully provides for individual needs, interests, and abilities.
- _____ 3. Teacher is successful in effectively communicating subject matter of lessons
- _____ 4. Teacher is successful in effectively addressing the objectives of the lessons.
- _____ 5. Teacher is successful in giving assignments which are clearly defined and are of appropriate length and difficulty.
- _____ 6. Teacher is successful in communicating clearly and properly in both oral and written expression.

Additional comments based on rubric- Teacher shows success by listing instructional strategies that were used on a regular basis. Teacher notes the cause and effect relationship of those strategies.

CRITERIA GOAL: CLASSROOM MANAGEMENT -The professional staff member shall demonstrate management skills supportive of student learning.

- _____ 1. Teacher successfully demonstrates classroom control.
- _____ 2. Teacher successfully handles behavior problems effectively.
- _____ 3. Teacher successfully uses classroom routines which contribute to effective student discipline.
- _____ 4. Teacher successfully maintains consistency in enforcement of rules.
- _____ 5. Teacher is successful in demonstrating student awareness of teacher expectations.
- _____ 6. Teacher is successful with room organization which facilitates student learning.
- _____ 7. Teacher is successful in providing an atmosphere conducive to learning.

Additional comments based on rubric- Teacher is successful in demonstrating an effective behavior management strategy.

CRITERIA GOAL: STUDENT ASSESSMENT - The professional staff member shall demonstrate that he or she implements assessment techniques based on learning standards designed for measuring student learning.

- _____ 1. Teacher success is demonstrated when students appear to be gaining/achieving, mastering skill being taught.
- _____ 2. Success is demonstrated when teacher uses effective/appropriate methods of evaluation to determine student learning.

Additional comments based on rubric-Teacher demonstrates success when he/she lists and explains appropriate assessment techniques.

CRITERIA GOAL: COLLABORATION - The professional staff member shall demonstrate that he/she develops effective collaborative relationships with students, professional and nonprofessional personnel in an attempt to meet the learning needs of students.

- _____ 1. Teachers success is indicated when teacher promotes an atmosphere of cooperation and mutual respect among students.
- _____ 2. Success is indicated when teacher respects student opinions/questions/suggestions.
- _____ 3. Success is indicated when students show respect for teacher.
- _____ 4. Success is indicated by teacher maintaining a good rapport with students.

Additional comments based on rubric- Teacher success is indicated when teacher provides evidence of collaboration in an attempt to meet the learning needs of students (i.e. -grade level meetings, department meetings, conferences attended, parent/teacher conferences).

CRITERIA GOAL: REFLECTIVE & RESPONSIVE PRACTICE - The professional staff member shall demonstrate knowledge of the relevant subject matter area and curriculum.

- _____ 1. Teacher success is demonstrated with sensitivity to the needs of students through patience and understanding.

Additional comments based on rubric- Teacher is successful when he/she is able to refer to professional goals and lists resources and activities completed to achieve them. Strategies used as a result of these efforts are listed.

Teacher's signature

Date

Administrator signature

Date

Interns

Form A-1
SUMMATIVE NARRATIVE EVALUATION

NAME _____

DATE _____

*Maximum of two (2) typewritten pages, filled out by building administrator and teacher intern
Document may be included in district file.*

WERE THE SCHOOL YEAR GOALS ACHIEVED?

WHAT ARE THE GOALS AND STRATEGIES FOR NEXT SCHOOL YEAR?

Appendix II

<p>MIDDLEBURGH CENTRAL SCHOOL DISTRICT Middleburgh, New York 12122</p>
--

EXPECTATIONS AND STANDARDS OF INTERSCHOLASTIC ATHLETIC COACHES

A. Professional and Personal Relationships

___ 1. Coach-Player Relationships

- ___ a. Exhibits the ability to gain respect of players and communicate with them.
- ___ b. Exhibits interest in each participant as an individual. Is fair, understanding, tolerant, sympathetic, and patient with team members.
- ___ c. Establishes and maintains a positive relationship and attitude when working with program participants.
- ___ d. Establishes an atmosphere which allows participants access to discuss situations and/or problems.
- ___ e. Shows an interest in athletes' classroom efforts and off-season activities.

___ 2. Coach-Staff Relationships

- ___ a. Demonstrates the ability to work cooperatively with fellow coaches, other teachers, and administrators.
- ___ b. Works cooperatively with the athletic director throughout the year.

___ 3. Coach-Parent Relationships

- ___ a. Establishes and maintains a positive relationship when working with parents or parent groups.
- ___ b. Participates in Parents' Night, banquets, award programs, pep assemblies, and communicates with colleges regarding players, except in extenuating circumstances and limited to his/her sport.
- ___ c. Communicates objectives, rules, expectations, regulations, and student progress to parents.
- ___ d. Establishes an atmosphere which allows parents access to coach to discuss situations and/or problems.

_____ 4. Public Relations

- _____ a. Develops sound public relations. Cooperates with newspapers, Booster Clubs, and interested fans.
- _____ b. Correctly interprets the policies and regulations of the athletic program and the school district to participants, parents, and the community.
- _____ c. Cooperates with a system to report scores of all home varsity contests and other information to media and school as agreed upon (junior varsity and modified coaches to school offices for announcements).
- _____ d. Promotes all sports in the athletic program attempting to foster positive school spirit.

_____ 5. Bench Conduct/Conduct with Officials

- _____ a. Maintains and models composure in dealing with players, officials, and fans during game conditions.
- _____ b. Maintains a good rapport with officials.
- _____ c. Develops respect by example in appearance, manners, behavior, language, and conduct throughout practices and contests.
- _____ d. Has individual and team discipline and control.

_____ 6. Understanding and Cooperation with Rules, Regulations and Procedures

- _____ a. Understands and cooperates in carrying out school, league, section, and state policies, procedures, rules and regulations.
- _____ b. Provides training rules to team members in writing and follows due process procedures.

B. Coaching Performances (Teaching Skills and Abilities)

_____ 1. Knowledge of the Sport

- _____ a. Is well versed and knowledgeable in matters pertaining to the sport which includes (but is not limited to): rules, skills, strategies, conditioning, prevention and care of injuries, techniques, and methods.
- _____ b. Maintains current and updates skills with new information pertaining to the sport.

_____ 2. Planning and Preparation

- _____ a. Prepares seasonal and daily plans for practice sessions.
- _____ b. Ensures that the appropriate materials and equipment are available for practice and games.
- _____ c. Establishes the fundamental philosophy, skills, and techniques to be taught.
- _____ d. Delegates authority with responsibility when needed while remaining accountable.
- _____ e. Utilizes practice time for both individual and team development.

_____ 3. Teaching Skills and Methods of Instruction

- _____ a. Effectively communicates skills, knowledge, strategies, and techniques to participants.
- _____ b. Has individual and team discipline and control.
- _____ c. Uses effective means of motivation, emphasizes value of competitive athletics, acceptable personal behavior, decision-making, and lasting values to each individual.
- _____ d. Evaluates all participants using the same basic set of criteria.

_____ 4. Supervision

- _____ a. Provides proper supervision and administration of locker and training room, and during bus trips.
- _____ b. Is prompt in meeting teams for practices, games and trips.

C. Related Coaching Responsibilities

_____ 1. Administrative Tasks

- _____ a. Cooperates with the athletic director in regard to submitting participant lists, bus times, codes of behavior, physicals, year-end reports, program information relative to the sport.
- _____ b. Keeps athletic director/principal informed about unusual events.

C. Related Coaching Responsibilities (continued)

- _____ c. Communicates to director/principal program information, concerns, and needs.
- _____ d. Is cooperative in the preparation of non-league scheduling.
- _____ e. Is cooperative in sharing facilities.

_____ 2. Equipment/Budgetary Tasks

_____ Is concerned about and models the proper care of equipment, including issue, usage, collection, inventory and storage.

_____ 3. Professional Tasks

- _____ a. Attends and participates in league and section meetings as required.
- _____ b. Attends and participates in district staff meetings as required.
- _____ c. Demonstrates loyalty to school administration, director of athletics, and fellow coaches.

1	Exceptionally Strong	_____	Coach
2	Strong	_____	Athletic Director
3	Meets Minimums	_____	Administrator
4	Below Minimums	_____	Coach's Representative
		_____	Evaluator

Coach Comment(s):

Administrator Comment(s):

Index

BENEFITS

• Dental	8.3	17
• Health Exams	8.5	19
• Health Insurance	8.1	16
• Immunization	8.6	19
• Premium Payment	8.4	18
• Prescription Drugs	8.2	17

COMPENSATION

• Curriculum Development	19.9	44
• Extra Curricular/ Coaching	19.8	43
• Extra Duty	19.7	42
• Graduate Hours	19.4	40
• In-Service Credit	19.5	40
• In-Service Training	19.5.4.1	41
• National Board Certification	19.4.5	40
• Professional Development (175 hours)	19.5.5	41
• Salary Schedules	19.3	37
		38
		39
• Unused Sick Leave	19.10	44
• Voluntary Substitute	11.3	22

DEPARTMENT COORDINATOR

• Subject Area	15.1	32
• Selection	15.3	32
• Duties and Responsibilities	15.5	33

DEPARTMENT DIRECTOR

• Subject Area	15.2	32
• Selection	15.4	33
• Duties and Responsibilities	15.6	33

GRIEVANCE

• Declaration of Purpose	14.1	27
• Definition	14.2	27
• Procedures	14.3	28
• Stages	14.5	30
• Time Lines	14.4	29

LEAVES

• Bereavement	4.4	4
• Child Care	4.10	8
• Court	4.6	5
• Family Illness	4.3	4
• Personal	4.5	5
• Sabbatical	4.8	6
• Sick	4.1	2
• Sick Leave Bank	4.2	3
• Summer Sabbatical	4.9	7
• Teachers Association	4.7	6
• Without Pay	4.11	10

TEACHER

• Dismissal (tenured)	7.3	13
• Evaluation	7.1	11
• teacher options/forms	Apx. I	46
• coach forms	Apx. II	64
• Mentors	7.4	15
• Probationary Appointment	7.2	13

TEACHER LOAD

• AIS	11.10	25
• Distance Learning	11.3.3	23
• Duties	11.2.2.2.3	21
• Faculty Meetings	11.8	24
• Voluntary Substitute	11.3	22
• Work Day	11.4	24
• Work Load	11.2	20
• Work Year	11.1	20