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AGREEMENT

between

GOUVERNEUR CENTRAL SCHOOL DISTRICT

-and-

GOUVERNEUR TEACHERS ASSOCIATION

July 1, 2007 to June 30, 2011

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**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

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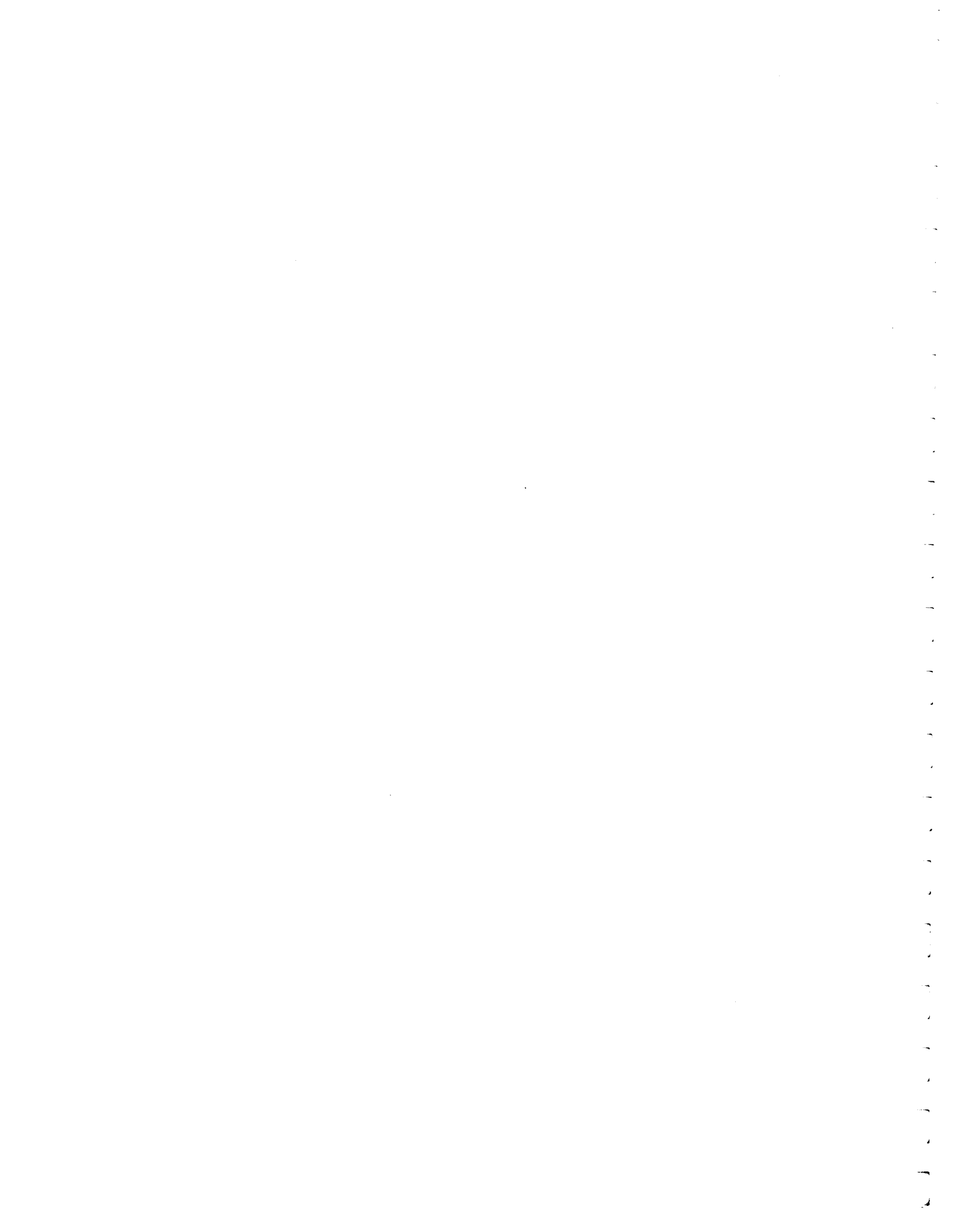


TABLE OF CONTENTS

ARTICLE 1	AGREEMENT	1
ARTICLE 2	RECOGNITION	1
ARTICLE 3	RESPONSIBILITIES OF THE PARTIES.....	1
ARTICLE 4	ADMINISTRATIVE FUNCTIONS	2
ARTICLE 5	PROCEDURES FOR CONDUCTING NEGOTIATIONS	3
ARTICLE 6	AGREEMENT DISTRIBUTION	3
ARTICLE 7	INSURANCE PLANS	4
	HEALTH INSURANCE.....	4
	DENTAL PLAN	5
	FLEXIBLE BENEFITS	5
ARTICLE 8	CONDITIONS OF EMPLOYMENT.....	5
	CLASS SIZE AND CLASS LOAD.....	5
	FAIR DISCIPLINE AND DISMISSAL	7
	DISMISSAL TIME.....	7
	HOURS AND SCHOOL YEAR.....	7
	MILEAGE RATE	7
	NOTIFICATION OF TEACHING ASSIGNMENT	7
	NOTIFICATION OF VACANCIES.....	8
	UNIT MEMBER EVALUATION	9
	UNIT MEMBER PERSONNEL FILES	12
	GTA PROFESSIONAL DAYS	12
	PAYCHECKS	13
	UNIT MEMBERS AS SUBSTITUTES	13
	DUTY FREE TIME.....	13
	DISTANCE LEARNING.....	13
ARTICLE 9	CONFERENCES.	13
ARTICLE 10	PAYROLL DEDUCTIONS.....	14
	DUES CHECK-OFF	14
	AGENCY FEE	14
	CREDIT UNION	14
	NYSUT BENEFIT TRUST	14
ARTICLE 11	LABOR MANAGEMENT COMMITTEE.....	15

TABLE OF CONTENTS (Continued)

ARTICLE 12	LEAVES	15
	PERSONAL LEAVE	15
	SICK LEAVE	16
	CHILD-REARING LEAVE	17
	DEDUCTION OF LEAVE	17
	VISITING DAYS	17
	RELIGIOUS OBSERVANCE	17
	RETIREMENT	17
	COURT LEAVE	18
	JURY DUTY	18
	SICK LEAVE BANK	18
ARTICLE 13	GRIEVANCE PROCEDURE	20
ARTICLE 14	CONTINUING POLICIES	21
ARTICLE 15	REGISTERED NURSE	22
ARTICLE 16	EXTRA CURRICULAR	22
ARTICLE 17	SALARY	23
	RETIREMENT INCENTIVE	23
	403(b) PLAN	24
ARTICLE 18	GRADUATE STUDY	25
ARTICLE 19	IN-SERVICE CREDIT	26
ARTICLE 20	SUMMER SCHOOL	27
ARTICLE 21	EFFECTIVE DATES OF THIS AGREEMENT	28
	SIGNATURES	28
	EXTRA-CURRICULAR SALARY SCHEDULES	
	2007-2011	APPENDIX A
	UNIT MEMBERS' SALARY SCHEDULES	
	2007-2011	APPENDIX B
	EVALUATION FORMS	
	Formative Evaluation	APPENDIX C
	Summative Conference Report	APPENDIX D

AGREEMENT -- GOUVERNEUR CENTRAL SCHOOL DISTRICT

and

GOUVERNEUR TEACHERS ASSOCIATION

July 1, 2007 to June 30, 2011

(except as modified by Article 21)

PURSUANT TO ARTICLE 14 OF THE STATE CIVIL SERVICE LAW, THE SUPERINTENDENT OF SCHOOLS, GOUVERNEUR CENTRAL SCHOOL DISTRICT HEREBY ADOPTS THE FOLLOWING AGREEMENT COVERING RECOGNITION OF A TEACHER ORGANIZATION AND THE METHODS BY WHICH NEGOTIATIONS SHALL TAKE PLACE WITH SAID ORGANIZATION.

ARTICLE 1. AGREEMENT

This Agreement made and entered into June 22, 2007 by and between the Superintendent of Schools, Gouverneur Central School District, (hereinafter referred to as the "Superintendent") and the Gouverneur Teachers Association (hereinafter referred to as the "Association").

ARTICLE 2. RECOGNITION

The Board, in order to recognize a teacher organization as exclusive representative and bargaining agent of teaching personnel and registered nurses requires satisfactory evidence that the organization in fact represents a majority of such employees. Such evidence shall be in the form of signed designation cards, or dues deduction authorizations. In the event of a challenge, the Board will proceed according to the regulations of the Public Employee Relations Board established under Article 14 of the Civil Service Law.

ARTICLE 3. RESPONSIBILITIES OF THE PARTIES

3.1 Each of the parties hereto acknowledge the rights and responsibilities of the other party, the rights of individual unit members under the law, and the responsibility of both parties to follow policies set by the Commissioner of Education. If any Article or Section of this Agreement, or an Addendum thereto, should be held invalid by operation of law, or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Agreement and Addenda hereto shall not be affected thereby and the parties shall enter into immediate collective negotiations for the purpose of arriving at a mutually satisfactory replacement for such invalid Article or Section.

ARTICLE 3. RESPONSIBILITIES OF THE PARTIES (Continued)

- 3.2 The Board of Education, Superintendent of Schools, and Administrators will not interfere with the rights of unit members of the District to become members of the Gouverneur Teachers Association. There shall be no discrimination, interference, restraint or coercion by the Board or any of its agents against any unit member because of membership in the Association.
- 3.3 It is the continuing policy of the Board and the Association that the provisions of this Agreement shall be applied to all unit members covered by it without regard to race, color, religious creed, sex, or national origin.
- 3.4 The Association agrees that neither it nor any of its officers or members will intimidate or coerce unit members of the District into membership in the GTA or will engage in Association activity during academic school hours except as it can be accomplished without interference with the instructional program. (Even this exception will be invoked minimally.)
- 3.5 It shall be the joint responsibility of the Board and the Administrators to develop reasonable rules for student conduct, to support the unit member in the enforcement of such rules, and to protect insofar as possible a unit member who is subjected to harassment or legal action as the result of carrying out an approved disciplinary policy. It shall be the responsibility of the unit member to use sound judgment in the application of discipline, and to act within formal Board policy.
- 3.6 The Gouverneur Teachers Association, its officers, agents and members agree that for the duration of this Agreement, there shall be no strikes, sitdowns, slowdowns, stoppages of work, or picketing of any kind or form, however peaceful, nor any acts of any similar nature which would interfere with the regular instructional program and extra-curricular activities of the schools within the District, and that it will not otherwise permit, countenance, or suffer the existence or continuance of any kind of these acts.
- 3.7 RIGHT TO JOIN OR NOT JOIN - It is further recognized that unit members have the right to join, or not to join the Association, but membership shall not be a prerequisite for employment or continuation of employment of any unit member.

ARTICLE 4. ADMINISTRATIVE FUNCTIONS

- 4.1 The GTA recognizes the prerogative of the Board and Superintendent to operate and manage the affairs of the District in all respects and in accordance with its responsibilities.
- 4.2 The Board and Superintendent retain and reserve unto themselves all powers, authority, rights, functions, duties and responsibilities conferred upon and invested in them by the Laws and Constitution of the State of New York and of the United States and such other rules and regulations promulgated by the Commissioner of Education.
- 4.3 The Board and Superintendent retain, solely and exclusively, the unqualified and unrestricted right to determine and make decisions on all terms and conditions of employment and the manner in which the operations of the District will be conducted except where those rights are clearly, expressly, and specifically limited in the Agreement.
- 4.4 The administration of the affairs of the school district is an exclusive function of the Superintendent acting with the Board provided, however, that in the exercise of such functions neither the Superintendent nor the Board shall alter any of the provisions of this Agreement.

ARTICLE 5. PROCEDURES FOR CONDUCTING NEGOTIATIONS

- 5.1 NEGOTIATING TEAMS - The Board, or designated representative(s), will meet with representatives designated by the Gouverneur Teachers Association for the purpose of negotiating a successor agreement.
- 5.2 OPENING NEGOTIATIONS - Upon a request of either party for a meeting to open negotiations, a mutually acceptable meeting date shall be set not more than 15 days following such request. Such a request shall be made during the month of January of the last year of this agreement. The first meeting shall be for the purpose of establishing ground rules for negotiations.
- 5.3 NEGOTIATION PROCEDURES - The Superintendent or his designee and the representatives of the Administration or Board, shall meet at such mutually agreed upon places and times with representatives of the Association for the purpose of effecting a free exchange of facts, opinions, proposals and counter-proposals in an effort to reach mutual understandings and agreement. Both parties agree to conduct such negotiations in good faith and to deal openly with each other on all matters. Following the initial meetings as described in paragraph 2 above, such additional meetings shall be held as the parties may require to reach an understanding on the issue(s) or until an impasse is reached.
- 5.4 Before the Superintendent adopts a change in policy which affects wages, hours, or any other conditions of employment which is a mandatory subject of bargaining and which is not covered by the terms of this Agreement and which has not been proposed by the Association, the Superintendent shall notify the Association, in writing, that such a change is being contemplated. The Association will have the right to negotiate such items with the Superintendent provided that it filed such a request with the Superintendent within five (5) calendar days after receipt of said notice.
- 5.5 EXCHANGE OF INFORMATION - Both parties and/or the Superintendent shall furnish each other, upon reasonable request, all available information pertinent to the issue(s) under consideration.
- 5.6 CONSULTANTS - The parties may call upon consultants to assist in preparing for negotiations, and to advise them during conference sessions. The expense of such consultants shall be borne by the party requesting them.
- 5.7 REACHING AGREEMENT - When consensus is reached covering the areas under discussion, the proposed Agreement shall be reduced to writing as a memorandum of understanding and submitted to the Association for approval. Following approval by a majority of the Association membership and the Board, the Board will take such action upon the recommendation(s) submitted as are necessary to make them official.

ARTICLE 6. AGREEMENT DISTRIBUTION

Copies of this agreement shall be reproduced at the expense of the school district for all unit members now employed or hereafter employed by the school district within a reasonable time after its execution.

ARTICLE 7. INSURANCE PLANS

7.1 HEALTH INSURANCE - The St. Lawrence County School Employees Health Insurance Plan will be provided for unit members on a non-contributory basis. The St. Lawrence County School Employees Health Insurance Plan will be provided for unit members on a non-contributory basis. Effective 10/01/2007, Rider 5 & 6 (see attached) shall be implemented. This applies to members and dependents, active and retired. Retired members must be on Step 20 of the salary schedule and have five (5) years of service with the District. Registered Nurses must have completed 20 years of credited service with the school district. However, unit members with at least ten (10) years of service may continue coverage at their own expense.

7.1.1 The provisions provided in the Memorandum of Agreement regarding the St. Lawrence-Lewis Counties School District Employees' Medical Plan, attached herein as Appendix E, shall be part of this agreement.

7.1.2 The District shall annually evaluate the advisability of offering the follow health insurance benefit option.

A. Upon a District determination to proceed, unit members with available health insurance coverage outside the St. Lawrence-Lewis Co. School Employees Health Plan shall be provided the option not to be covered by the health insurance provided under Article 7.1 of this agreement.

B. Unit members will be eligible to receive the following amount based on their coverage eligibility as of January 1st of each year or the date of hire, if hired after January 1st.

Individual Coverage	\$ 575
Two Person Coverage	1,150
Three or More Person Coverage	1,500

C. Unit member must execute an agreement with the District by December 20th of each year. The Agreement shall be effective for coverage from January 1st to December 31st only. Insurance shall be provided in accordance with 7.1 of the agreement unless a buy-out option is executed. A lump sum payment shall be made in January of each year.

D. Once an agreement is executed, the unit members may not change their election during the calendar year unless the change is necessitated by and consistent with a change in family status. Benefit election changes are consistent with family status only if the election change is necessary or appropriate as a result of family status change. Any changes will result in a refund due to the District.

7.1.3 Unit members appointed by the district working less than .5FTE would not be provided benefits outlined in Article 7.1.

ARTICLE 7. INSURANCE PLANS (Continued)

7.2 DENTAL PLAN

- 7.2.1 The District shall provide \$26,000 per year.
- 7.2.2 The Dental Plan shall be selected by the Association subject to the approval of the Superintendent.

7.3 FLEXIBLE BENEFITS Section 125 Flexible Benefit Plan

- 7.3.1 The Flexible Benefits Plan will be mutually designed by the school district and the GTA.
- 7.3.2 The Plan administrator will be determined by the school district with GTA involvement.
- 7.3.3 The Flexible Benefits Plan start-up cost will be paid by the unit members per 7.3.4 below. The operating expenses of the Flexible Benefits Plan will be paid by the school district.
- 7.3.4 Unit members will contribute an additional 5% of the amount deposited within their Flexible Benefits Account to the Gouverneur Central School District. These monies shall first be used to offset any start-up cost of the Flexible Benefits Plan. All subsequent monies shall be appropriated by the Board of Education into a GTA Mini-Grant Fund for Technology. Any unused monies in the employees' account will be forwarded to the above referenced GTA Mini-Grant fund.
- 7.3.5 The Central Committee for the Flexible Benefits Program made up of representatives from the school district and GTA will report back to the Board of Education and the GTA how the plan is working, as well as, the overall finances relating to the plan.
- 7.3.6 A third party counselor at the prevailing per diem rate would be available to help set up the plan and for counseling on a group basis.

ARTICLE 8. CONDITIONS OF EMPLOYMENT

8.1 CLASS SIZE AND CLASS LOAD - Class size will be kept at reasonable instructional level whenever possible, physically practical and educationally sound. Whenever possible, every reasonable effort will be made to equalize class load (number of classes) within departments and grade levels. In determining class size for Industrial Arts and Agriculture classes the safety factor should be given prime consideration.

- 8.1.1 The Labor Management Committee [LMC] (as defined in Article 11) shall be charged with advising the Board of Education when, in its judgment, class sizes are becoming unreasonable as explained in 8.1 above.
- 8.1.2 The following listing is established as a guideline for future reference. If class sizes exceed the recommended maximum number by 20%, the situation may be brought to the attention of the LMC through the following procedure:
 - A. When the maximum has been reached or exceeded, the individual unit member shall discuss the problem with the building principal first.
 - B. If the problem is not resolved, the teacher may then request, in writing, that the LMC study the problem.
 - C. Upon receipt of a written request, the LMC shall consider the matter at the next regular meeting.

ARTICLE 8. CONDITIONS OF EMPLOYMENT (Continued)

- D. Upon completion of the study, the LMC shall submit, in writing, a report to the individual unit member explaining actions or recommendations.
- E. The unit member may resubmit his concern at a later date if in his judgment a problem still exists.

<u>Recommended Class Sizes</u>	<u>Average</u>	<u>Medium</u>	<u>Tolerance</u>
Elementary:			
Kindergarten	20	24	27
Grades 1 & 2	18	22	27
Grades 3-6	20	24	27
Secondary:			
Music, Instrumental	--	4	5

8.1.3 The secondary teachers schedule shall be developed within the concept of a teaching load and shall be subject to a teaching load limit and class size as outlined below

The TEACHING LOAD LIMIT will be determined by calculating the number of sections, preparations, and students each teacher has on a daily basis. A formula will be used as outlined below which weights each section 25 points, each preparation 25 points, and each student 1 point. No teacher's points will exceed 360.

TEACHING LOAD LIMIT FOR CORE AREAS:

The core academic areas include classes taught in math, science, foreign language, English, and social studies departments.

Factors	Weighting	Individual Data	Load Factor	Contract Limit	Individual Class Maximum
Sections*	25	6	150	150	
Preparations*	25	4	100	100	
Students*	1	150	150	150	
Total			400	400	
Total Contract Limit				360	
Individual Class Limit					27
Science Lab Limit					16

TEACHING LOAD LIMIT FOR ENCORE AREAS GROUP I:

The Encore Areas Group I includes classes in health, physical education, middle school art, Intro to Occupations, business, music, agriculture.

Factors	Weighting	Individual Data	Load Factor	Contract Limit	Individual Class Maximum
Sections*	25	6	150	150	
Preparations*	25	4	100	100	
Students*	1	160	160	160	
Total			410	410	
Total Contract Limit				360	
Individual Class Limit					28

ARTICLE 8. CONDITIONS OF EMPLOYMENT (Continued)

TEACHING LOAD LIMIT FOR ENCORE AREAS GROUP II-LAB:

The Encore Areas Group II-Lab includes family and consumer science classes, technology classes, agriculture shop/lab, and high school art (9-12) classes.

Factors	Weighting	Individual Data	Load Factor	Contract Limit	Individual Class Maximum
Sections*	25	6	150	150	
Preparations*	25	4	100	100	
Students*	1	108	108	108	
Total			358	358	
Total Contract Limit				360	
Individual Class Limit					18

* Definitions:

- Section = a single block of instruction, which leads to student course credit, or a Carnegie unit defined as 180 days of instruction time 40 min. per day.
Time approximately 43 minutes (approximately .86 minutes = 2 sections)
- Preparation = preparation needed for teaching a unique course
- Student = A class enrollee

Each year prior to the development of the Master Schedule, the High School Administration will meet with each Department to solicit input regarding the length of sections and make every attempt to accommodate requests.

- 8.2 FAIR DISCIPLINE AND DISMISSAL - No member of the bargaining unit shall be dismissed, reprimanded, reduced in rank or compensation or deprived of any other professional advantage except for just cause.
- 8.3 DISMISSAL TIME - The dismissal time for unit members shall be subject to the professional responsibility of the member. Unit members shall be expected to be in their assignment area available for work for seven hours (elementary) and 7 1/4 hours (secondary) a day. They shall remain beyond this time for the usual-reasonable amount of staff meetings as scheduled by the Administration. Staff members shall also be available to remain beyond the end of the school day when it is necessary to meet with students or parents.
- 8.4 HOURS AND SCHOOL YEAR - School year to be the same as students calendar plus any days needed before students report for school in September and school days after the students leave in June to complete any required duties assigned by the administration within the unit member's area of responsibility.
- 8.5 MILEAGE RATE - Unit members whose duties require that they travel between schools in the Gouverneur Central School District will be reimbursed at the rate in effect for all district employees if using their own vehicle and if a district vehicle is not available.
- 8.6 NOTIFICATION OF TEACHING ASSIGNMENT:
 - 8.6.1 Each unit member must be notified prior to May 15th of his subject and grade assignment for the coming year. Notice of any change after that date must be made immediately after the changes are determined.
 - 8.6.2 Notice of an involuntary transfer or reassignment shall be given to unit members as soon as practicable, and except in cases of emergency not later than May 14th.

ARTICLE 8. CONDITIONS OF EMPLOYMENT (Continued)

- 8.6.3 When an involuntary transfer or reassignment is necessary a unit member's area of competence, major or minor field of study, length of service in the Gouverneur Central School District, and other relevant factors, including, among other things, state and/or federal laws, rules, regulations or administrative directives, shall be considered in determining which teacher is to be transferred or reassigned.
- 8.6.4 An involuntary transfer or reassignment shall be made only after a meeting between the unit member involved and the Building Principal or District Department Chairman at which time the unit member shall be notified of the reason therefor. A unit member who is involuntarily transferred from his/her subject, building or grade level or who is denied a request to make such a transfer may pursue the procedures and rights already in the contract. In addition, the member may request a meeting with the Union President and Superintendent. If the request is made within 30 days of notification, then such a meeting shall be held and the teacher may present any and all rationale. Subsequent to such a meeting the Superintendent, after conferring with the Union President shall decide whether to change the decision.
- 8.6.5 A list of open positions in the school district shall be made available to all unit members being involuntarily transferred or reassigned. Such unit members may request the positions, in order of preference, to which they desire to be transferred. All such unit members shall be given adequate time off for the purpose of visiting schools at which open positions exist (1/2 day or couple of hours with adequate notice). Unit members being involuntarily transferred or reassigned from their present position shall have preference over those seeking voluntary transfer or reassignment, provided they are certified, in regard to choice among those positions which are vacant. A unit member being involuntarily transferred or reassigned shall be placed only in an equivalent position -- i.e., one which, among other things, does not involve reduction in rank or in total compensation.

8.7 NOTIFICATION OF VACANCIES

- 8.7.1 Whenever a vacancy exists whether it be a new position or a vacancy caused by someone leaving a position the Superintendent shall submit to the members of GTA through the Association President or designated member written notification of said position. If it is a new position, a job description shall accompany the notification.
- 8.7.2 Unit members who wish to be given consideration for professional vacancies shall file an application with the Superintendent within two weeks of the written notice above.
- 8.7.3 Unit members who apply for a position within the time limit in 8.7.2 above shall be given equal, but not exclusive consideration.
- 8.7.4 Should a unit member be appointed to fill an initial vacancy, the notice required in 8.7.1 above will be given for the vacancy so created. However, no notice is required for subsequent vacancies.
- 8.7.5 If the Superintendent becomes aware of a vacancy between August 1 and September 15 of any year he can fill the vacancy at any time after giving written notice of the vacancy to the GTA.
- 8.7.6 All unit member applicants shall be notified, in writing, of the disposition of the position.

ARTICLE 8. CONDITIONS OF EMPLOYMENT (Continued)

8.8 UNIT MEMBER EVALUATION

8.8.1 PURPOSES OF UNIT MEMBER EVALUATION:

The chief purposes for evaluating unit members are:

- (a) to maintain a highly qualified, competent staff,
- (b) to promote its continuing development,
- (c) to permit a unit member to seek and receive supervisory assistance when needed, and
- (d) to enable the District to make informed decisions regarding employment of individual teachers.

8.8.2 EACH REQUIRED EVALUATION SHALL ADDRESS THE FOLLOWING TOPICS:

- (a) How well a unit member is performing the duties and responsibilities of his/her position.
- (b) Areas in which improvement is needed.
- (c) A candid appraisal of a unit member's work.

8.8.3 EVALUATION OF TEACHER PERFORMANCE:

It is agreed that an on-going program of teacher evaluation is essential to the educational mission of the district. This program should be flexible, meet the dual purpose of improvement of instruction, and provide a rational basis for staff retention.

To that end, the following procedure will be followed:

A. Category 1 - First year Probationary Teachers:

1. All first year probationary teachers, and any second or third year probationer teaching for the first time in a different or substantially altered curriculum area, or at a different grade level, shall be formally evaluated (as defined below) at least twice prior to the completion of the teacher's first semester, preferably before Christmas recess.
2. Any teacher in this category identified by the administration as performing in a less than satisfactory manner, either as a result of the first two formal evaluations or through other means, shall be so notified, and shall receive a third formal evaluation within a reasonable period of time.
3. Should the teacher continue to exhibit less than satisfactory performance, at least one additional formal evaluation shall be conducted prior to the end of the school year. An unlimited number of casual observations (as defined below) may be conducted.

ARTICLE 8. CONDITIONS OF EMPLOYMENT (Continued)

B. Category 2 - Second and Third Year Probationary Teachers:

All second and third year probationary teachers shall receive a minimum of one (1) formal evaluation during the first semester of each school year. Should a teacher in this category be identified by the administration as performing in less than satisfactory manner, either as a result of formal evaluation, casual evaluation, or through other means, he/she shall be treated in the same manner as a teacher in Category 1 above. Should a teacher's continuation from the previous school year be considered "marginal" by the district (i.e., the teacher's employment was continued, but with reservations), then he/she shall be treated as in Category 1.

C. Category 3 - Tenured Teachers

All tenured teachers shall receive a minimum of one formal evaluation every two years. This evaluation will take place prior to May 1st.

In the off year, tenured teachers must choose one (1) option from the options identified in Appendix D. This option must be approved by the Building Principal by October 1st.

(References to specific situations, or comments resulting from specific situations must still be filed in a timely fashion pursuant to the personnel file section.)

D. Formal Evaluation -- a formal evaluation, for the purpose of this provision, shall consist of the following:

1. Objective(s) submitted in writing by the teacher to the evaluator prior to the lesson. A pre-conference will be held.
2. An observation, conducted openly and with the full knowledge of the teacher, covering a full class period or lesson.
3. The post-conference will be held within five (5) school days subsequent to the observation. The written evaluation will be developed after the post-conference and given to the unit member no later than eight (8) school days subsequent to the observation. Each written evaluation shall address the following points:
 - pre-conference notes
 - summary of main activities
 - instructional process
 - classroom management and environment
 - areas of greatest strengths
 - areas in which improvement is needed
 - a candid appraisal
 - post-conference notes

E. CASUAL OBSERVATION

Casual observations of teaching performance may be utilized for the purpose of alerting the teacher and administrator to the need for additional formal observations(s) and evaluation(s). A casual observation, within the meaning of this provision, may not be used for any purpose other than to establish that a legitimate need exists for additional formal evaluation.

ARTICLE 8. CONDITIONS OF EMPLOYMENT (Continued)

F. MINIMUM REQUIREMENTS

It must be stressed that all requirements for formal evaluations, off-year evaluations, and informal observations are minimums. Upon administrative initiative or teacher request, the numbers may be increased by any amount.

G. TEACHER PROTECTION

Before a decision is reached to terminate the services of a probationary teacher, on the basis of instructional performance, the teacher shall have received at least three (3) formal evaluations within the calendar year immediately preceding the decision. A "decision to terminate," for the purposes of this clause, shall be defined as the date upon which the teacher is formally notified, in writing, by the administration, that his/her services will no longer be continued.

The above shall pertain to evaluation of instructional performance only. Nothing contained above shall be interpreted as limiting the right of the Superintendent to recommend discipline or dismissal of a teacher for purposes other than classroom performance, provided, however that the district conforms to all other provisions of this agreement.

H. For the purpose of evaluating unit members other than classroom teachers, i.e., counselors, librarians, school nurse teacher, psychologists, etc., the following shall constitute the definition of a Formal Evaluation.

1. A pre-conference will be held, within the first month of the school year or of employment, at which time the administrator(s) responsible for evaluation, shall outline the goals, responsibilities, duties, and performance standards expected. The unit member shall indicate to the evaluator the method and manner in which he/she intends to accomplish these objectives and expectations. A written summary of this conference, signed by both parties, will be placed in the unit member's personnel file.

The unit member's signature does not indicate agreement with the pre-conference summary. It only indicates that a conference was held and the unit member received a copy of the pre-conference summary.

2. All formal written performance evaluations shall be based on conferences between the unit member and the evaluator. At that time the unit member's performance, based upon the initial written summary of expectations, is discussed. The administrator may evaluate these unit members in all phases of their teaching responsibilities and all other duties.

Each formal written evaluation shall include progress toward goals, areas of greatest strengths, areas in which improvement is needed, and a candid appraisal.

The unit member's signature does not indicate agreement with the evaluation. It only indicates that conference was held and the unit member received a copy of the evaluation. The unit member may file a written comment on the observation and evaluation within ten (10) school days. This will be attached to the evaluation and become part of his/her personnel file.

ARTICLE 8. CONDITIONS OF EMPLOYMENT (Continued)

8.9 UNIT MEMBER PERSONNEL FILES

8.9.1 The official district personnel file for each member of the bargaining unit shall be maintained in the central office.

8.9.2 All data relevant to a member's employment, performance of his/her duties, promotion, discipline, evaluation and all other job-related matters shall be placed in the member's personnel file.

8.9.3 No material, excluding reference and information obtained in the process of evaluating the member for initial employment, which is derogatory to a member's conduct, service, character, or personality shall be filed unless the member has had an opportunity to examine the material. The member must affix his/her signature on the actual copy to be filed with the express understanding that such signature merely signifies that he/she has examined the material(s). Such signature does not necessarily indicate agreement with its content and may not be withheld.

The member shall also have the right to submit a written answer to such material and his/her answer shall be signed by the Superintendent and attached to the actual file copy.

8.9.4 An incident which has not been reduced to writing within thirty (30) days of its discovery or its occurrence, whichever is later, exclusive of the summer vacation period, may not be added to the file. No material which is inaccurate, misleading or inappropriate shall be placed in said file.

8.9.5 The member shall have the right upon request to review the contents of his/her personnel file. Furthermore, the member shall be furnished a copy of any document therein.

The member shall be entitled to have a representative of the Association accompany him/her during such review. Such review shall be made in the presence of a designated school official, and shall be at a mutually agreeable time, but no later than three school days following such request. Otherwise access to the file shall be limited to proper school officials.

8.9.6 Any document which relates to a unit member's role as an employee in the District must be filed before it can be used in any action by the district that could result in any consequences for the member.

8.9.7 No document(s) in the file shall be forwarded to any agency, organization, prospective employer or other party without the express written consent of the member. All personnel files will be maintained in a confidential manner and will comply in every way with all laws and regulations.

8.10 GTA PROFESSIONAL DAYS - Twenty (20) GTA Professional Days shall be available. Notification must be given to Building Principal and/or Superintendent one day in advance.

When GTA Professional Days are used, the GTA will pay for the salary (1/200th) of the professional staff member and the district will pay for the substitute.

Upon request, the Superintendent may grant GTA days without cost to the GTA for purposes consistent with the goals of the district as stated in the district's Strategic Long Range Plan and/or to further the work of the Labor Management Committee.

8.10.1 The GTA President, if schedule permits and the Building Principal approves, may be granted a duty free period to conduct GTA business.

ARTICLE 8. CONDITIONS OF EMPLOYMENT (Continued)

- 8.11 PAYCHECKS - Checks shall be issued every other Friday beginning with the First or Second Friday in September so as to have twenty-two (22) pay periods in the School Year. Unit members may also elect to receive twenty-six (26) payments, allowing a large payment of the salary due the last payroll in June. Direct deposit shall be provided to any commercial bank. When Friday falls during a vacation, if feasible, checks will be issued the last school day preceding the vacation. All checks will be issued at the close of the day's session.
- 8.12 UNIT MEMBERS AS SUBSTITUTES - Classroom unit members will not be used as substitutes for other unit members during the regular school day in cases when a substitute teacher can be employed. Exceptions - except in cases when substitute teachers are not available or when the absence involves too short a period of time to justify employment of a substitute.
- 8.13 DUTY FREE TIME - The District will make every reasonable effort to construct master schedules and individual schedules in such a way as to provide each member of the bargaining unit a minimum of 200 minutes per week of duty-free preparation time during the student day, exclusive of a thirty minute duty-free lunch.
- 8.14 DISTANCE LEARNING
- 8.14.1 The District shall not expand the number of offerings on the Distance Learning System in order to layoff current unit members.
- 8.14.2 The District will make every effort to find volunteers to teach on the system.
- 8.14.3 The District will make every reasonable effort to provide appropriate time for Distance Learning teachers to visit other local distance learning sites.
- 8.14.4 Teachers teaching on the distance learning system will be relieved from full period supervisory/duty assignment.

ARTICLE 9. CONFERENCES

- 9.1 Conferences involving absences on school days will include one (1) state conference per year. Requests for approval to attend a conference must be in writing to the Superintendent at least two (2) weeks in advance of the conference date.
- 9.2 Attendance - Academic Department/not more than two (2) people. K-6 Department/not more than two (2) people. K-12 Departments/Department Head plus one (1) elementary and one (1) secondary person.
- 9.3 Compensation - Mileage - at district rate if by private car, plus Thruway tolls. The Board reserves the right to limit the number of private cars or to request the use of a school vehicle.
- 9.4 Out-of-State Conferences - Limited to 500 miles one way and subject to approval of the Board and the Superintendent on every occasion.
- 9.5 A complete evaluation of the conference must be given to fellow staff members and administrators, utilizing the PDM process.
- 9.6 All conference expense accounts must be accompanied by itemized bills. A school district Claim Form must be signed and attached to conference expense claims.
- 9.7 Any exceptions to the above conference policy must be approved by the Board and the Superintendent.

ARTICLE 10. PAYROLL DEDUCTIONS

10.1 DUES CHECK-OFF

- 10.1.1 The District agrees to deduct from the salaries of members of the bargaining unit dues for the Gouverneur Teachers Association and its affiliates as said members individually and voluntarily authorize, in writing, on dues authorization cards provided by the Association.
- 10.1.2 No later than three (3) weeks prior to the third scheduled pay period of the school year the Association shall notify the District of the amount of dues and shall submit dues authorization cards for those who previously had not signed such cards.
- 10.1.3 Dues authorization cards shall remain in full force and effect until such time as the member leaves the employ of the District or the member withdraws authorization by written notice to the Superintendent and President of the Association at least two (2) weeks prior to the third pay period of the school year.
- 10.1.4 The District shall deduct dues in equal installments beginning with the third paycheck of the school year and ending with the last check in June. Following each deduction, the District shall remit to the Association the dues deducted for that pay period.

10.2 AGENCY FEE

- 10.2.1 Effective on the first pay period after ratification of this Agreement, the District shall deduct from the wage or salary of employees in the bargaining unit who are not members of the Association, the amount equivalent to the dues levied by the Association and shall transmit the sum so deducted to the Association in accordance with Chapters 677 and 678 of the Laws of 1977 of the State of New York.
- 10.2.2 The Association 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. This provision for agency shop fee deduction shall continue in effect so long as the Association maintains such procedure.
- 10.2.3 The agency shop fee deduction shall be made following the same procedures as are applicable for dues check-off, except as otherwise mandated by law or this Article of the Agreement.

10.3 CREDIT UNION

A payroll deduction for the Gouverneur Schools Federal Credit Union will be provided under the following conditions:

- A) Deductions will be made in the same amount for each pay period.
- B) Requests for deductions must be submitted to the School District Treasurer at least two (2) weeks prior to the effective date of the deduction. The request must be in writing indicating name, address, and the amount to be deducted for each pay period.

10.4 NYSUT BENEFIT TRUST

The District shall allow Payroll Deduction -- one deduction, per member, per year -- for all members for the NYSUT Benefit Trust

ARTICLE 11. LABOR MANAGEMENT COMMITTEE

11.1 Living Contract

To continue the concept of dialogue and interaction between members of the Gouverneur Teachers Association and the Gouverneur Board of Education, a Labor Management Committee (LMC) will be created.

The LMC will establish its own meeting schedule to deal with issues of concern put forth by either party as they arise. The LMC shall be comprised of the following representatives of each party:

GTA President and Seven (7) other members	Superintendent and Seven (7) other Designees
--	--

It is the intent of the parties that issue resolution shall be an ongoing process with issues addressed as they arise.

Issues may be placed on the agenda of the LMC by either party at any time (subject to reasonable procedures established by the LMC for setting its agendas). Either party may require a meeting of the LMC to be held within thirty days if no meeting is scheduled. As agreements are reached by the LMC, any agreements requiring approval will be presented to the appropriate constituents prior to modifying the contract.

11.2 Living Contract and Contract Extension

Each year of this agreement the LMC shall meet for a full day between May 1 and October 1 for the purposes of:

- a. Discussion of procedures that will enhance the ability of the LMC to function effectively.
- b. Skill training for effective functioning as a LMC.
- c. Orientation of new members.

Each January, the LMC will schedule a full day session to address:

- a. Whether the LMC is functioning as effectively as possible and what steps can be taken to improve its efficiency, and
- b. Whether the length of the contract can be extended and if so, what the terms and conditions of that extension will be.

The parties shall share in the expense of providing for the two full day meetings required, per year, by the provisions of this agreement.

ARTICLE 12. LEAVES

12.1 PERSONAL LEAVE

12.1.1 Four (4) days per school year. Unit members need not specify the use of personal leave days. Personal leave must be requested two (2) days in advance.

12.1.2 If less than two days notice is given, the Superintendent may request that the reason be stated. Also, the member may be asked to show that two days notice was not possible.

ARTICLE 12. LEAVES (Continued)

- 12.1.3 The number of members permitted to be absent at any one time for personal leave shall be determined by the Superintendent. Personal leave shall not be used for recreational purposes. Personal Leave shall not be used to extend any vacation period, except for graduation or wedding in the immediate family (up to two (2) days maximum extension with Superintendent approval and ten (10) days advance notice). This agreement will be in effect for the 1998-99 school year during the one-year trial period and evaluated annually for extension by the Labor Management Committee.
- 12.1.4 Four (4) days of unused personal leave will be added to accumulated sick leave at end of each school year.

12.2 SICK LEAVE

- 12.2.1 Ten (10 days per school year, cumulative to 200 days, without loss of pay shall be granted to each unit member.
- 12.2.2 The unit member who is absent from work for a period of three (3) consecutive days and on sick leave will present proof of illness on his/her return to work upon request of the Superintendent.
- 12.2.3 Sick leave shall be construed to include "sickness or death in the immediate family" for a reasonable number of days for emergency care or burial not to exceed ten (10) days for this purpose. In case of emergency regarding sickness or death in immediate family beyond the allowable ten (10) days of sick leave, each case will be considered on its individual merits by the Superintendent.
- 12.2.4 Employees suffering injury or illness in the course of their employment are covered by the New York State Workmen's Compensation Law (Chapter 67 of the Consolidated Laws of New York). If absence is the result of injury or illness compensable under the New York State Workmen's Compensation Act, members may elect:
- (1) not to use sick leave and take standard compensation payments.
 - (2) to use sick leave and be paid the difference between standard compensation payments and contract salary in addition to the former, or
 - (3) to use sick leave with full pay and turn the standard compensation payments over to the School District.

If the member selects (3), above, upon receipt of the compensation payments the District shall return to the member sick leave credit in proportion to the compensation payments turned over to the District. For example, should the compensation payments turned over to the District equal two-thirds of the member's salary, the District shall credit the member with two sick days for every three days used.

If the member selects (2), above, sick leave will be charged against the member in proportion to the difference between the salary and the compensation payment. For example, if the District pays one-third of the member's salary, the member shall be charged with one sick day for each three days used.

ARTICLE 12. LEAVES (Continued)

In the event the member choosing (2) or (3), above, does not have sufficient sick days accumulated to result in full salary (Workmen's Compensation Payment plus District contribution) for a period of up to 180 school days, the District shall grant to the member sufficient sick days to insure that the member receives full salary for any period of job related disability or illness up to a total of 180 school days. For example, suppose the member's job related injury results in an absence of 90 school days and the member has 10 accumulated sick days. If the Workmen's Compensation payments are two-thirds of the member's salary, the District will grant the member an additional 20 sick days.

12.2.5 If the member's Workmen's Compensation case is controverted, Workmen's Compensation payments to the member will be discontinued. The member may elect to use sick leave. Payments received from controverted Workmen's Compensation cases decided in favor of the member will be turned over to the District and sick leave reinstated proportionally. All payments from Workmen's Compensation and sick leave will be discontinued if the examining physician for the Workmen's Compensation Board determines that a disability does not exist. If the member's paid absence continued past the last date of disability, as determined by the examining physician for the Workmen's Compensation Board, one (1) day will be deducted from the member's accumulated sick leave for each day of absence past the last date of disability and Article 12.2.2 shall apply.

12.2.6 A statement of sick leave status will accompany the final check in June.

12.3 CHILD-REARING LEAVE

12.3.1 Unit members shall be granted unpaid child-rearing leave for their children from birth to school age. The length of such leave shall not exceed two (2) years in a four (4) year period.

12.3.2 Unit members shall inform the Superintendent at least one month in advance of taking child-rearing leave, in writing.

12.4 DEDUCTION OF LEAVE - A day of absence shall be deducted from a member's leave entitlement regardless of whether a substitute was hired to take his/her place. The decision as to whether a substitute shall be hired for an absent member is the prerogative of the Superintendent.

12.5 VISITING DAYS - Visiting days may be arranged for the purpose of observation with the understanding that such observations are for the sole purpose of the improvement of instruction in the Gouverneur Central School system.

12.6 RELIGIOUS OBSERVANCE - Unavoidable absence from school for attendance at church-related activities on approved days of religious observance shall be permitted without loss of leave days for up to three (3) days per year. Additional days will be deducted from sick leave.

12.7 RETIREMENT – (See Article 17)

ARTICLE 12. LEAVES (Continued)

12.8 COURT LEAVE - Unit members who are required to appear in court in a situation where the unit member has no control over the scheduling shall be granted use of up to five (5) days per year without financial loss; however, such days will be deducted from accumulated sick leave. Unit members who appear in court on behalf of the district in a school related matter shall be granted leave without financial loss or loss of leave day.

(Exclusion: If a member is accused of a criminal offense and is on trial his salary will be withheld until he/she is adjudged innocent. After he/she is adjudged innocent, his/her withheld salary will be paid.)

12.9 JURY DUTY - Teachers will be granted the time necessary for the performance of required jury duty without loss of pay. The teacher will submit to the District the amount of money he/she receives for jury services, excluding mileage.

12.10 SICK LEAVE BANK - The sole purpose of the sick leave bank is to provide additional sick leave to bank members who have exhausted their own sick leave and have suffered a prolonged disability. The sick leave bank shall be administered according to the guidelines below:

DEFINITIONS

Prolonged Disability: Inability to work caused by a disability which prevents someone from working for a substantial period of time (at least three weeks) as certified by a District appointed physician and would not include such illnesses as ordinary colds or other illnesses which would result in disability for a few days or less than three weeks.

12.10.1 The Superintendent of Schools shall be responsible for the operation and enforcement of the sick leave bank, and for maintaining all pertinent records. The Superintendent shall establish a committee of two Union appointed representatives and two District representatives to review all applications for use of the sick leave bank and recommend to the Superintendent appropriate action. All recommendations shall be in accordance with the guidelines below and shall be approved by the Superintendent up to the first 300 days of any school year. Days beyond 300 which have been recommended by the committee may be approved or rejected at the discretion of the Superintendent.

12.10.2 Membership in the sick leave bank will be in accordance with the following guidelines:

12.10.2.1 All unit members shall be eligible members of the sick leave bank. Each unit member wishing to be a bank member shall contribute two (2) sick leave days in September of each year toward the sick leave bank. A sick leave bank shall exist each year if more than 50% of eligible members decide to join the sick leave bank.

12.10.2.2 Any current unit member or new member not electing to join the bank within thirty days of eligibility shall not be eligible again to join until the following September.

12.10.3 When the total number of days in the bank reaches three hundred, no additional days will be contributed by the members except as follows:

12.10.3.1 When the number of days falls below one hundred each member will be assessed one day.

12.10.3.2 Unit members who do not join initially, including those hired after 7/1/89, will continue to contribute until the total contribution matches the maximum of the initial members.

ARTICLE 12. LEAVES (Continued)

- 12.10.3.3 Part-time employees shall contribute in proportion to their work load.
- 12.10.3.4 Any member of the bank who has exhausted his/her sick leave prior to additional donation periods will not be dropped from the bank because of the inability to contribute days.
- 12.10.4 Decisions of the Review Committee shall be in writing with the rationale for the decision. Such rationale shall then become part of the criteria for future decisions.
- 12.10.5 Applications for the sick leave bank benefits shall be made in writing to the Review Committee. The teacher making the request shall submit such additional information as the Review Committee might request as necessary in making its decision. This information shall include a detailed physician's statement.
- 12.10.6 Before a member can draw on the sick leave bank, all of his/her sick leave must have been exhausted.
- 12.10.7 Applications must be filed within four (4) weeks following the exhaustion of the person's sick leave. If members are incapable of filing for benefits in their behalf, another person may apply for them.
- 12.10.8 The Review Committee shall act upon each request within five (5) school days. The following general rules shall prevail:
 - 12.10.8.1 The sick leave bank shall not be available for use in cases of family illness.
 - 12.10.8.2 Sick leave payments shall terminate with the last pay period of the school year.
 - 12.10.8.3 Benefits received from the sick leave bank shall not be repaid by the individual.
 - 12.10.8.4 Benefits are applicable only to subscribing members and are not available for other than personal use.
 - 12.10.8.5 Benefits apply only to days on which the applicant would have worked.
 - 12.10.8.6 Maximum benefits shall be limited to 90 days per disability. The Review Committee shall review each case at least every 30 days and recommend to the Superintendent in writing whether sick leave bank payments should be continued for another 30 days up to the maximum of 90 days.
- 12.10.9 Non-tenured unit members receiving benefits from the sick leave bank in excess of 29 days shall have their probationary period extended. This extension will be equivalent to the number of sick days drawn from the sick leave bank.

ARTICLE 13. GRIEVANCE PROCEDURE

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

ARTICLE 13. GRIEVANCE PROCEDURE (Continued)

13.2 DEFINITIONS

- (a) A "grievance" is any alleged violation of this Agreement or any dispute with respect to its meaning or application.
- (b) A "unit member" is any person in the unit covered by this Agreement.
- (c) An "aggrieved party" is the teacher or group of teachers who submit a grievance or on whose behalf it is submitted, the Association or the Superintendent.

13.3 SUBMISSION

- (a) Before submission of a written grievance, the aggrieved party must attempt to resolve it informally.
- (b) Each grievance shall be submitted in writing on a form approved by the Board and the Association and shall identify the aggrieved party, the provision of this Agreement involved in the grievance, the time and the place where the alleged events or conditions constituting the grievance existed and, if known, the identity of the person responsible for causing such events or conditions and a general statement of the grievance and redress sought by the aggrieved party.
- (c) A grievance shall be deemed waived unless it is submitted within twenty (20) school days after the aggrieved party knew or should have known of the events or conditions on which it is based.
- (d)
 - 1. A teacher or group of teachers may submit grievances which affect them personally and shall submit such grievances to the Building Principal.
 - 2. The Association may submit any grievance. If it is limited in effect to one school, the grievance shall be submitted to the Building Principal. Otherwise, it shall be submitted directly to the Superintendent of Schools.
 - 3. The Superintendent shall present grievances to the President of the Gouverneur Teachers Association.

13.4 GRIEVANCE PROCEDURE

- (a) The Building Principal shall respond, in writing, to each grievance received. If an aggrieved party is not satisfied with the response of the Building Principal or if no response is received within one calendar week after the submission of a grievance, such aggrieved party may submit a copy of the grievance to the Superintendent.
- (b) The Superintendent or his designated representative shall, upon request, confer with the aggrieved parties with respect to the grievance and shall deliver to the aggrieved parties a written statement of his position with respect to it no later than two weeks after it is received by him.
- (c) Within two weeks after receiving a grievance from the Superintendent, the Association shall deliver to the Superintendent a detailed statement of its position with respect to the grievance.
- (d) In the event the Association or the Superintendent is not satisfied with the statement of the other with respect to a grievance, it or he/she may, within fifteen (15) days after receiving the statement, refer the grievance to arbitration by written notification to the other party.

ARTICLE 13. GRIEVANCE PROCEDURE (Continued)

The parties shall then have 10 days within which to agree on a mutually acceptable arbitrator. In the event the parties fail to agree on an arbitrator, then the party initiating the grievance shall have 15 days within which to file a demand for arbitration with the American Arbitration Association.

Both parties will then abide by the rules and procedures of the American Arbitration Association.

13.5

ARBITRATION

- (a) The arbitrator's decision will be in writing and will set forth his findings, reasonings and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be binding. The arbitrator shall have no power to alter, add to or detract from the provision of the Agreement.
- (b) The cost for the service of the Arbitrator will be borne equally by the School Board and the Association.
- (c) The election to submit a grievance to arbitration shall automatically be a waiver of all other remedies or forums which otherwise could be available.

Alternate Final Stage: Within five (5) days of the determination by Superintendent, or in the case of a grievance filed by the Superintendent within five (5) days after receipt of the statement from the Association, if the aggrieved party is not satisfied, he may make written request to the Board of Education for review and determination. The Board of Education will hold a hearing to obtain information regarding the case. The Board of Education shall render a final decision within ten (10) school days after the hearing.

ARTICLE 14. CONTINUING POLICIES

Policies affecting terms and conditions of employment not covered by this Agreement shall be maintained at least at the minimum standards in effect on December 19, 1979, except as they may be altered by mutual agreement.

ARTICLE 15 REGISTERED NURSE

15.1 SALARY SCHEDULE

	<u>2007-2008</u>	<u>2008-2009</u>	<u>2009-2010</u>	<u>2010-2011</u>
Step 1	\$32,355	\$33,008	\$33,528	34,881
Step 2	33,253	34,328	34,328	35,681
Step 3	34,183	35,226	35,701	36,481
Step 11	35,142	36,156	36,635	37,854
Step 16	35,734	37,115	37,602	38,788

Head Nurse: The Head Nurse shall receive a 25% stipend in addition to the above salary.
Unit members off step shall be compensated in a manner similar to Article 17.1.1.

ARTICLE 16. EXTRA CURRICULAR SALARY SCHEDULES

16.1 Unit members' salary for 2007-2011 shall be as specified in Appendix A.

16.1.1 Unit member off schedule shall receive a minimum increase in the same manner as outlined in Article 17.1.1.

16.2 Beginning with the 1990-91 school year the District and the Union will increase the schedule by the same percentage as the average teachers' raises in that year. This means that the District will spend the agreed upon percentage above what was spent the previous year.

Notwithstanding the foregoing, under no circumstances will the schedule be reduced. If the average raise per teacher would be too low to allow for an increase in the schedule, then the schedule shall remain the same and increments shall be paid.

16.3 Unit members' salary will be determined in the same manner as in Article 16.2, using prior year's staff and schedule.

16.4 For year-long, extra and co-curricular position, the unit member may select from three payment options:

1. One (1) lump sum payment,
2. Three (3) payments spread through the year, or
3. Twenty-two (22) payments (in regular salary checks).

16.5 Coaching assignments are annual appointments by the Board of Education, based on recommendations of the Superintendent.

16.6 Any new activities approved by the Board of Education shall be paid on the same basis as activities of a similar nature.

ARTICLE 17. SALARY

17.1 Unit members' salary for 2007-2011 shall be as specified in Appendix B. Initial step placement of a new teacher on the schedule shall be at the district's discretion.

17.1.1 Unit members' salary shall increase as follows:

2007-2008	4% - anticipated to 4% for each unit member;
2008-2009	4% - anticipated to be a fixed dollar amount for each unit member;
2009-2010	4% - anticipated to 4% for each unit member; and
2010-2011	4% - anticipated to be a fixed dollar amount for each unit member.

Unit members on schedule shall receive the same adjustments as stated above.

In addition, \$50,000 in salary over three (3) years shall be added to the schedule after the calculation of the above increase as follows:

2007-2008	\$20,000 – anticipated to be \$500 for each unit member on schedule and Step 17 or above;
2008-2009	\$20,000 – anticipated to be \$513 for each unit member on schedule and Step 17 or above; and
2009-2010	\$10,000 – anticipate to be \$250 for each unit member on schedule and Step 17 or above.

17.2 Unit members holding a Masters degree shall be paid an additional amount as outlined in Appendix B.

17.3 Guidance counselors shall be paid for additional days worked before school starts and after school closes (September 1 to school opening and school closing until June 30) at his/her daily rate of pay (1/200).

17.4 RETIREMENT INCENTIVE SALARY INCREASE

Any member of the bargaining unit who has fifteen (15) or more years of experience in the District shall be eligible for a retirement incentive. A unit member must notify the District (with a pre-signed letter of retirement), not less than nine (9) months prior to their effective date of retirement with the NYS Teachers' Retirement System.

Commencing July 1, 2004, unit members meeting the above stated requirements shall receive \$60 per day for up to 200 days of unused sick leave for a maximum of \$12,000. The unit member must retire by the end of the school year in which he/she is first eligible to retire without a NYS Teachers' Retirement System penalty. For this article only the end of the school year shall be defined as August 31.

In addition and in lieu of the above rates of payment, unit members shall be paid \$100 per day for the fourteen (14) sick and personal days earned but not used during the last year of service. A unit member shall not receive more than \$100 per day for any unused days.

The payment of retirement incentive monies will be made in accordance with Article 17.6.

ARTICLE 17. SALARY (Continued)

17.5 RETIREMENT LONGEVITY

In lieu of the Retirement Incentive, any member of the bargaining unit who has fifteen (15) or more years of experience in the district shall receive \$30 per day for each day of unused accumulated sick leave for up to 200 days for a maximum of \$6,000. A unit member must notify the District (with a presigned letter of retirement), not less than nine (9) months prior to their effective date of retirement with the NYS Teachers' Retirement System.

In addition and in lieu of the above rates of payment, unit members shall be paid \$100 per day for the fourteen (14) sick and personal days earned but not used during the last year of service. A unit member shall not receive more than \$100 per day for any unused days.

The benefits provided herein should not be construed to be in addition to benefits provided in Article 17.4 above.

The payment of retirement longevity monies will be made in accordance with Article 17.6.

17.6 EMPLOYER NON-ELECTIVE CONTRIBUTION TO 403(b) PLAN

17.6.1 Employer Non-Elective Contribution - Retirement Incentive The Employer agrees to make an Employer Non-elective Contribution to the 403(b) account of each covered employee entitled to a Retirement Incentive in accordance with Article 17.4 of the collective bargaining agreement. Such contribution will be in an amount equal to and in place of the retirement incentive outlined in Article 17.4 of the collective bargaining agreement, subject to the maximum contribution permitted under Section 415(c)(1) of the *Internal Revenue Code of 1986*, as amended, for the year in which the employee severs employment.

17.6.2 Employer Non-Elective Contribution - Leave Conversion The Employer agrees to make an Employer Non-elective Contribution to the 403(b) account of each covered employee entitled to a leave conversion under Article 17.5 of the collective bargaining agreement. Such contribution will be in an amount equal to and in place of the accumulated leave provision under Article 17.5 of the collective bargaining agreement, subject to the maximum contribution permitted under Section 415(c)(1) of the *Internal Revenue Code of 1986*, as amended, for the year in which the employee severs employment.

17.6.3 No Cash Option No employee may receive cash in lieu of or as an alternative to any of the Employer's Non-elective Contribution(s) described herein.

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

ARTICLE 17. SALARY (Continued)

In the event that the calculation of the Employer Non-elective Contribution referenced in any of the preceding paragraphs exceed the applicable Contribution Limit, the Employer shall first make an Employer Non-elective Contribution up to the Contribution Limit of the *Internal Revenue Code* and then pay any excess amount as compensation directly to the Employee. In no instance shall the Employee have any rights to, including the ability to receive, any excess amount as compensation unless and until the Contribution Limit of the Internal Revenue Code are fully met through payment of the Employer's Non-Elective Contribution. In no case shall the Employer Non-elective Contribution exceed the Contribution Limit of the *Internal Revenue Code*.

- 17.6.5 403(b) Accounts Employer Non-Elective contributions shall be deposited with a 403(b) provider recommended by the Association and approved by the Employer, in the name of the employee.
- 17.6.6 Tier I Adjustments Tier I members with membership dates prior to June 17, 1971, Employer Non-elective Contribution hereunder will be reported as non-regular compensation to the New York State Teachers' Retirement System.
- 17.6.7 This article shall be subject to IRS regulations and rulings. Should any portion be declared contrary to law, then such portion shall not be deemed valid and subsisting, but all other portions shall continue in full force and effect. As to those portions declared contrary to law, the Association and Employer shall promptly meet and alter those portions in order to provide the same or similar benefit(s) which conform, as closest as possible, to the original intent of the parties.
- 17.6.8 This article shall farther be subject to the approval of the 403(b) Provider, which shall review the article solely as a matter of form and as the provider of investment products designed to meet the requirements of Section 403(b) of the *Internal Revenue Code*. Upon request, the 403(b) provider agrees to provide the Employer with the Employer's standard hold harmless agreement.
- 17.6.9 Both the Employer and Employee are responsible for providing accurate information to the 403(b) Provider. This information includes both Elective and Employer Non-Elective Contributions and the amount of the participant's Includible Compensation.

ARTICLE 18. GRADUATE STUDY

- 18.1 Members of the staff will be eligible for tuition, fees, and living expenses incurred in professional study required for any member's initial permanent teaching certificate according to the following conditions:
- A. Members wishing to avail themselves of this benefit must apply in writing to the Superintendent of Schools prior to enrolling in a course for the following year.
 - B. Courses to be taken must be approved in advance by the Superintendent of Schools.
 - C. To be eligible for reimbursement, a member must obtain a grade of B or better and supply the District office with an official transcript.

ARTICLE 18. GRADUATE STUDY (Continued)

- D. Members will be reimbursed for tuition, fees and living expenses (when residence away from home is required) upon presentation of bills, receipts, and/or other proofs or expenditure. Credit hours may be reimbursed up to the actual cost per hour charged by the college. Living expenses may be reimbursed up to a maximum rate of \$75/week. No teacher may be reimbursed more than \$1600 in any school year (July 1st through June 30th).
- E. Reimbursement of expenses will not be granted for any course which does not meet all of the previous criteria.

18.2 For each three-credit course unit members shall be reimbursed \$50.00 for transportation expenses; provided the member complies with all the conditions of Article 18.1. This reimbursement shall be included within (not in addition to) the \$1600 maximum reimbursement specified in Article 18.1 (D).

ARTICLE 19 IN-SERVICE CREDIT

19.1 All unit members involved in In-Service courses requested and approved by the Superintendent during summer months shall be remunerated at \$100 per day of the course.

19.2 Curriculum development during the summer will follow the following guidelines:

- 19.2.1 Project requests will be prioritized and selected based upon need and alignment with NYS Standards/ Assessments and District Long Range Strategic Plan.
- 19.2.2 All project requests must be approved by the Building Principal and Assistant Superintendent for Curriculum and Instruction.
- 19.2.3 Teachers designing instructional unit will work closely with the Assistant Superintendent to ensure that necessary design criteria are being met consistently across the district.
- 19.2.4 No payment shall be made until project is completed and approved by the Assistant Superintendent of Curriculum and Instruction.
- 19.2.5 The maximum amount of stipend for any one project is \$500.

ARTICLE 20 SUMMER SCHOOL

20.1 Provisions of this article shall only apply to regularly employed certified teachers in the District's academic summer school program.

20.2 Salary:

<u>Step</u>	<u>2007-2008</u>	<u>2008-2009</u>	<u>2009-2010</u>	<u>2010-2011</u>
1	\$4,788	\$4,852	\$4,896	\$4,977
2	4,988	5,002	5,046	5,127
3	4,988	5,201	5,202	5,277
4	5,299	5,201	5,409	5,433
5	5,299	5,512	5,409	5,640
Driver Ed.	\$298	\$310	\$323	\$336
	/Pupil	/Pupil	/Pupil	/Pupil

The above schedule reflects payment based on three (3), 90-minute classes per day for the duration of the regularly scheduled summer school program. Reduced teaching loads will be prorated.

Unit members off step shall be compensated in the same manner as Article 17.1.1.

20.3 Years of service shall be defined, for the purpose of Article 20.2, as in-district summer school experience since 1976.

20.4 Summer school teaching appointments are made annually by the Board of Education, upon the recommendation of the Superintendent of Schools. No teacher shall have any vested right to summer school positions from one year to the next; nor is the District required to offer summer school employment exclusively to unit members. However, during the appointment term no summer school teacher will be disciplined or dismissed from summer school employment without just cause.

20.5 When a summer school teacher is unable to attend class, he/she shall notify the District which will be responsible for either arranging for a substitute or rescheduling the class.

20.6 Summer school teachers shall be entitled to one sick day non-accumulative, per summer session.

ARTICLE 21. EFFECTIVE DATES OF THIS AGREEMENT

- 21.1 This agreement shall be effective July 1, 2007, except as noted, and shall continue in effect through June 30, 2011.
- 21.2 The terms of the Agreement shall become enforceable upon its approval by a majority of the Association members and majority of the Board members.
- 21.3 Provisions of the Agreement may be amended by mutual consent of both parties with written evidence of said consent being presented by each party to the other.

CONDITION OF AGREEMENT

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 THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

Christie J. LaRose
Superintendent of Schools

Don Johnson
Association President

Date: June 22, 2007

Date: June 22, 2007

Signed and sworn to before me this 22nd day
of June, 2007.

Tatia Z. Kennedy
Notary Public

TATIA Z. KENNEDY
Notary Public, State of New York
No. 01KE4933135
Qualified in Jefferson County
Commission Expires 8/1/10

APPENDIX A (1)

GOUVERNEUR CENTRAL SCHOOL DISTRICT
EXTRA CURRICULAR SALARY SCHEDULE

ACTIVITY	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 10+	STEP 10++
2007-08 Classification												
1	2,954	3,072	3,072	3,349	3,349	3,624	3,624	3,901	3,901	4,179	4,179	4,262
2	2,422	2,519	2,519	2,746	2,746	2,972	2,972	3,199	3,199	3,426	3,426	3,493
3	1,890	1,966	1,966	2,142	2,142	2,320	2,320	2,497	2,497	2,674	2,674	2,727
4	1,359	1,413	1,413	1,540	1,540	1,668	1,668	1,794	1,794	1,922	1,922	1,960
5	827	860	860	937	937	1,015	1,015	1,092	1,092	1,170	1,170	1,193
6	561	583	583	636	636	688	688	742	742	794	794	810
2008-09 Classification												
1	3,023	3,141	3,141	3,417	3,417	3,693	3,693	3,970	3,970	4,247	4,247	4,330
2	2,478	2,575	2,575	2,802	2,802	3,029	3,029	3,255	3,255	3,482	3,482	3,550
3	1,934	2,009	2,009	2,186	2,186	2,364	2,364	2,541	2,541	2,718	2,718	2,771
4	1,391	1,445	1,445	1,572	1,572	1,700	1,700	1,826	1,826	1,953	1,953	1,992
5	846	879	879	956	956	1,034	1,034	1,111	1,111	1,189	1,189	1,212
6	574	596	596	649	649	701	701	755	755	807	807	823
2009-10 Classification												
1	3,023	3,143	3,266	3,266	3,554	3,554	3,841	3,841	4,128	4,128	4,417	4,417
2	2,478	2,577	2,678	2,678	2,914	2,914	3,150	3,150	3,385	3,385	3,621	3,621
3	1,934	2,011	2,090	2,090	2,274	2,274	2,459	2,459	2,643	2,643	2,826	2,826
4	1,391	1,446	1,503	1,503	1,635	1,635	1,768	1,768	1,899	1,899	2,032	2,032
5	846	880	914	914	994	994	1,076	1,076	1,156	1,156	1,237	1,237
6	574	597	620	620	675	675	730	730	785	785	839	839
2010-11 Classification												
1	3,059	3181	3302	3425	3425	3713	3713	3999	3999	4287	4287	4576
2	2,508	2608	2707	2808	2808	3044	3044	3280	3280	3516	3516	3751
3	1,957	2035	2113	2191	2191	2375	2375	2560	2560	2744	2744	2928
4	1,407	1464	1519	1576	1576	1708	1708	1841	1841	1972	1972	2105
5	856	891	924	959	959	1039	1039	1120	1120	1200	1200	1281
6	581	604	627	650	650	706	706	760	760	815	815	869

GOUVERNEUR CENTRAL SCHOOL DISTRICT
EXTRA CURRICULAR ACTIVITIES

CLASSIFICATION 1:

VARSITY FOOTBALL
VARSITY WRESTLING
VARSITY BASKETBALL - BOYS
VARSITY BASKETBALL - GIRLS
VARSITY SOCCER - BOYS
VARSITY SOCCER - GIRLS
VARSITY VOLLEYBALL
VARSITY TRACK - BOYS
VARSITY TRACK - GIRLS
CROSS COUNTRY
DEANONIAN
BAND, MARCHING

CLASSIFICATION 4:

7TH BASKETBALL - BOYS
8TH BASKETBALL - BOYS
7TH BASKETBALL - GIRLS
8TH BASKETBALL - GIRLS
MODIFIED FOOTBALL
7TH & 8TH WRESTLING
MODIFIED SOCCER - BOYS
7TH & 8TH MOD. SOCCER - GIRLS
HONOR SOCIETY, 9TH - 12TH
HONOR SOCIETY, 7TH & 8TH
CHOREOGRAPHER (MUSICAL)
DRAMA CLUB, 7TH & 8TH
STUDENT COUNCIL, 9TH - 12TH
MODIFIED SWIM TEAM
MODIFIED BASEBALL
MODIFIED SOFTBALL
MODIFIED WINTER TRACK

CLASSIFICATION 2:

VARSITY BASEBALL
VARSITY SOFTBALL
J.V. BASKETBALL - BOYS
J.V. BASKETBALL - GIRLS
VARSITY FOOTBALL ASSISTANT
J.V. FOOTBALL
J.V. WRESTLING
J.V. SOCCER - BOYS
J.V. SOCCER - GIRLS
SWIM TEAM - BOYS
SWIM TEAM - GIRLS

CLASSIFICATION 5:

ASST. MODIFIED FOOTBALL
WHIZ QUIZ
STUDENT COUNCIL, 7TH & 8TH
ADVISORS, GRADE 11 #1
ADVISORS, GRADE 11 #2
ADVISORS, GRADE 12 #1
ADVISORS, GRADE 12 #2
O.M. COORDINATOR
KEY CLUB

CLASSIFICATION 3:

J.V. BASEBALL
J.V. SOFTBALL
J.V. FOOTBALL ASSISTANT
GOLF
TRACK ASSISTANT - BOYS
TRACK ASSISTANT - GIRLS
J.V. VOLLEYBALL
MUSICAL DIRECTOR #1
MUSICAL DIRECTOR #2
BAND, ELEMENTARY
ORCHESTRA, ELEMENTARY
ART CLUB, 9TH - 12TH
CHEERLEADING

CLASSIFICATION 6:

STAGE BAND
MARCHING BAND ASSISTANT
COLOR GUARD
ADVISORS, GRADE 9 #1
ADVISORS, GRADE 10 #1
ADVISORS, GRADE 10 #2
PERFORMING ARTS DIRECTOR
CAREERS, 7TH & 8TH
WINTER COLOR GUARD
TECH CLUB
COMMUNICATION CLUB
SPIRIT CLUB
SCIENCE LAB ASST. CLUB
HOSPITALITY CLUB
MATH CLUB

GOUVERNEUR CENTRAL SCHOOL DISTRICT
 TEACHERS SALARY SCHEDULE
 FOR FISCAL YEAR 2007-08

Master Degree		\$737					
STEP	BS	B+30	B+45	B+60	B+75	B+90	
1	37,754	38,779	39,376	39,974	40,572	41,340	
2	38,344	39,385	39,991	40,598	41,206	41,986	
3	39,108	40,149	40,756	41,363	41,970	42,750	
4	39,762	40,803	41,410	42,017	42,624	43,404	
5	40,222	41,263	41,869	42,477	43,084	43,864	
6	40,846	41,887	42,493	43,101	43,708	44,488	
7	41,492	42,533	43,140	43,748	44,354	45,135	
8	42,162	43,203	43,810	44,417	45,024	45,805	
9	42,790	43,861	44,491	45,121	45,752	46,559	
10	43,429	44,531	45,172	45,814	46,456	47,282	
11	44,080	45,212	45,871	46,532	47,191	48,040	
12	44,743	45,908	46,588	47,266	47,946	48,820	
13	45,410	46,608	47,306	48,005	48,705	49,604	
14	46,075	47,273	47,972	48,671	49,370	50,268	
15	46,741	47,940	48,638	49,338	50,036	50,935	
16	47,406	48,604	49,304	50,002	50,702	51,601	
17	48,572	49,770	50,470	51,169	51,869	52,767	
18	49,437	50,635	51,335	52,035	52,733	53,633	
19	50,922	52,120	52,819	53,518	54,218	55,117	
20	52,501	53,699	54,399	55,097	55,797	56,695	
21	53,815	55,013	55,713	56,410	57,110	58,009	
22	54,880	56,078	56,778	57,476	58,175	59,075	
23	55,944	57,143	57,842	58,541	59,240	60,140	
24	57,009	58,209	58,907	59,607	60,305	61,205	
25	57,976	59,174	59,874	60,571	61,273	62,172	
26	58,941	60,139	60,813	61,548	62,353	63,230	
27	60,438	61,684	62,465	63,246	64,026	64,994	
28	61,432	62,763	63,543	64,323	65,105	66,105	
29	62,502	63,840	64,621	65,402	66,182	67,187	
30	63,581	64,919	65,700	66,480	67,262	68,265	
31	65,759	67,096	67,877	68,657	69,440	70,442	
32	66,799	68,137	68,920	69,698	70,480	71,483	
33	68,137	69,475	70,257	71,036	71,818	72,822	

GOUVERNEUR CENTRAL SCHOOL DISTRICT
 TEACHERS SALARY SCHEDULE
 FOR FISCAL YEAR 2008-09

Masters Degree

\$737

STEP	BS	B+30	B+45	B+60	B+75	B+90
1	39,127	40,152	40,779	41,347	41,945	42,713
2	39,727	40,752	41,349	41,947	42,545	43,313
3	40,317	41,358	41,964	42,571	43,179	43,959
4	41,081	42,122	42,729	43,336	43,943	44,723
5	41,735	42,776	43,383	43,990	44,597	45,377
6	42,195	43,236	43,842	44,450	45,057	45,837
7	42,819	43,860	44,466	45,074	45,681	46,461
8	43,465	44,506	45,113	45,721	46,327	47,108
9	44,135	45,176	45,783	46,390	46,997	47,778
10	44,763	45,834	46,464	47,094	47,725	48,532
11	45,402	46,504	47,145	47,787	48,429	49,255
12	46,053	47,185	47,844	48,505	49,164	50,013
13	46,716	47,881	48,561	49,239	49,919	50,793
14	47,383	48,581	49,279	49,978	50,678	51,577
15	48,048	49,246	49,945	50,644	51,343	52,241
16	48,714	49,913	50,611	51,311	52,009	52,908
17	49,892	51,090	51,790	52,488	53,188	54,087
18	51,058	52,256	52,956	53,655	54,355	55,253
19	51,923	53,121	53,821	54,521	55,219	56,119
20	53,408	54,606	55,305	56,004	56,704	57,603
21	54,987	56,185	56,885	57,583	58,283	59,181
22	56,301	57,499	58,199	58,896	59,596	60,495
23	57,366	58,564	59,264	59,962	60,661	61,561
24	58,430	59,629	60,328	61,027	61,726	62,626
25	59,495	60,695	61,393	62,093	62,791	63,691
26	60,462	61,660	62,360	63,057	63,759	64,658
27	61,427	62,625	63,299	64,034	64,839	65,716
28	62,924	64,170	64,951	65,732	66,512	67,480
29	63,918	65,249	66,029	66,809	67,591	68,591
30	64,988	66,326	67,107	67,888	68,668	69,673
31	66,067	67,405	68,186	68,966	69,748	70,751
32	68,245	69,582	70,363	71,143	71,926	72,928
33	69,285	70,623	71,406	72,184	72,966	73,969

GOUVERNEUR CENTRAL SCHOOL DISTRICT
 TEACHERS SALARY SCHEDULE
 FOR FISCAL YEAR 2009-10

Masters Degree

\$767

STEP	BS	B+30	B+45	B+60	B+75	B+90
1	40,092	41,158	41,810	42,401	43,023	43,822
2	40,692	41,758	42,410	43,001	43,623	44,422
3	41,316	42,382	43,003	43,625	44,247	45,045
4	41,929	43,012	43,643	44,274	44,906	45,717
5	42,724	43,807	44,438	45,069	45,701	46,512
6	43,405	44,487	45,118	45,750	46,381	47,192
7	43,883	44,965	45,596	46,228	46,859	47,671
8	44,532	45,614	46,245	46,877	47,508	48,320
9	45,203	46,286	46,918	47,549	48,180	48,992
10	45,900	46,983	47,614	48,246	48,877	49,689
11	46,553	47,667	48,323	48,978	49,634	50,473
12	47,218	48,364	49,031	49,699	50,366	51,225
13	47,896	49,072	49,758	50,445	51,131	52,013
14	48,585	49,796	50,503	51,208	51,916	52,824
15	49,278	50,524	51,251	51,977	52,705	53,640
16	49,970	51,216	51,943	52,670	53,397	54,331
17	50,912	52,159	52,885	53,613	54,340	55,274
18	52,138	53,384	54,112	54,838	55,566	56,500
19	53,350	54,596	55,324	56,051	56,779	57,713
20	54,250	55,496	56,224	56,952	57,678	58,613
21	55,795	57,041	57,767	58,494	59,222	60,157
22	57,437	58,683	59,410	60,136	60,864	61,799
23	58,803	60,049	60,777	61,502	62,230	63,165
24	59,910	61,156	61,884	62,611	63,338	64,273
25	61,018	62,264	62,992	63,718	64,445	65,381
26	62,125	63,372	64,099	64,827	65,553	66,488
27	63,130	64,376	65,104	65,830	66,560	67,494
28	64,134	65,380	66,081	66,845	67,683	68,594
29	65,691	66,987	67,799	68,612	69,423	70,429
30	66,724	68,109	68,920	69,731	70,544	71,585
31	67,837	69,229	70,041	70,854	71,665	72,710
32	68,960	70,351	71,163	71,974	72,788	73,831
33	71,225	72,616	73,428	74,239	75,053	76,095

GOUVERNEUR CENTRAL SCHOOL DISTRICT
 TEACHERS SALARY SCHEDULE
 FOR FISCAL YEAR 2010-11

Masters Degree \$767

STEP	BS	B+30	B+45	B+60	B+75	B+90
1	41,645	42,711	43,363	43,954	44,576	45,375
2	42,245	43,311	43,963	44,554	45,176	45,975
3	42,845	43,911	44,563	45,154	45,776	46,575
4	43,469	44,535	45,156	45,778	46,400	47,198
5	44,082	45,165	45,796	46,427	47,059	47,870
6	44,877	45,960	46,591	47,222	47,854	48,665
7	45,558	46,640	47,271	47,903	48,534	49,345
8	46,036	47,118	47,749	48,381	49,012	49,824
9	46,685	47,767	48,398	49,030	49,661	50,473
10	47,356	48,439	49,071	49,702	50,333	51,145
11	48,053	49,136	49,767	50,399	51,030	51,842
12	48,706	49,820	50,476	51,131	51,787	52,626
13	49,371	50,517	51,184	51,852	52,519	53,378
14	50,049	51,225	51,911	52,598	53,284	54,166
15	50,738	51,949	52,656	53,361	54,069	54,977
16	51,431	52,677	53,404	54,130	54,858	55,793
17	52,123	53,369	54,096	54,823	55,550	56,484
18	53,065	54,312	55,038	55,766	56,493	57,427
19	54,291	55,537	56,265	56,991	57,719	58,653
20	55,503	56,749	57,477	58,204	58,932	59,866
21	56,403	57,649	58,377	59,105	59,831	60,766
22	57,948	59,194	59,920	60,647	61,375	62,310
23	59,590	60,836	61,563	62,289	63,017	63,952
24	60,956	62,202	62,930	63,655	64,383	65,318
25	62,063	63,309	64,037	64,764	65,491	66,426
26	63,171	64,417	65,145	65,871	66,598	67,534
27	64,278	65,525	66,252	66,980	67,706	68,641
28	65,283	66,529	67,257	67,983	68,713	69,647
29	66,287	67,533	68,234	68,998	69,836	70,747
30	67,844	69,140	69,952	70,765	71,576	72,582
31	68,877	70,262	71,073	71,884	72,697	73,738
32	69,990	71,382	72,194	73,007	73,818	74,863
33	71,113	72,504	73,316	74,127	74,941	75,984

FORMATIVE EVALUATION:

Date:
Teacher:
Evaluator:
Class Observed:
Date Observed:

PRE-CONFERENCE NOTES:

SUMMARY OF MAIN ACTIVITIES:

Name _____

Date _____

THE CLASSROOM ENVIRONMENT
 Component 2a: Creating an Environment of Respect and Rapport
 Elements: Teacher Interaction with students • Student Interaction

ELEMENT	LEVEL OF PERFORMANCE			
	UNSATISFACTORY	BASIC	PROFICIENT	DISTINGUISHED
Teacher Interaction with Students	Teacher interaction with at least some students is negative, demeaning, sarcastic, or inappropriate to the age or culture of the students. Students exhibit disrespect for teacher. <input type="checkbox"/>	Teacher-student interactions are generally appropriate but may reflect occasional inconsistencies, favoritism, or disregard for students' cultures. Students exhibit only minimal respect for teacher. <input type="checkbox"/>	Teacher-students interactions are friendly and demonstrate general warmth, caring, and respect. Such interactions are appropriate to developmental and cultural norms. Students exhibit respect for teacher. <input type="checkbox"/>	Teacher demonstrates genuine caring and respect for individual students. Students exhibit respect for teacher as an individual, beyond that for the role. <input type="checkbox"/>
Student Interaction	Student interactions are characterized by conflict, sarcasm, or put-downs. <input type="checkbox"/>	Students do not demonstrate negative behavior toward one another. <input type="checkbox"/>	Student interactions are generally polite and respectful. <input type="checkbox"/>	Students demonstrate genuine caring for one another as individuals and as students. <input type="checkbox"/>

Comments:

THE CLASSROOM ENVIRONMENT
 Component 2b: Establishing a Culture for Learning**
 Elements: Importance of the content • Student pride in work • Expectations for learning and achievement

ELEMENT	LEVEL OF PERFORMANCE			
	UNSATISFACTORY	BASIC	PROFICIENT	DISTINGUISHED
Importance of the Content	Teacher or students convey a negative attitude toward the content, suggesting that the content is not important or is mandated by others. <input type="checkbox"/>	Teacher communicates importance of the work but with little conviction and only minimal apparent buy-in by the students. <input type="checkbox"/>	Teacher conveys genuine enthusiasm for the subject, and students demonstrate consistent commitment to its value. <input type="checkbox"/>	Students demonstrate through their active participation, curiosity, and attention to detail that they value the content's importance. <input type="checkbox"/>
Student Pride in Work	Students demonstrate little or no pride in their work. They seem to be motivated by the desire to complete a task rather than do high-quality work. <input type="checkbox"/>	Students minimally accept the responsibility to "do good work" but invest little of their energy in the quality of the work. <input type="checkbox"/>	Students accept teacher insistence on work of high quality and demonstrate pride in that work. <input type="checkbox"/>	Students take obvious pride in their work and initiate improvements in it, for example, by revising drafts on their own initiative, helping peers, and ensuring that high-quality work is displayed. <input type="checkbox"/>
Expectations for Learning and Achievement	Instructional goals and activities, interactions, and the classroom environment convey inconsistent expectations for student achievement. <input type="checkbox"/>	Instructional goals and activities, interactions, and the classroom environment convey only modest expectations for student achievement. <input type="checkbox"/>	Instructional goals and activities, interactions, and the classroom environment convey high expectations for student achievement. <input type="checkbox"/>	Both students and teacher establish and maintain through planning of learning activities, interactions, and the classroom environment high expectations for the learning of all students. <input type="checkbox"/>

Comments:

THE CLASSROOM ENVIRONMENT

Component 2c: Managing Classroom Procedures**

Elements: Management of instructional groups • Management of transitions • Management of materials and supplies
 Performance of noninstructional duties • Supervision of volunteers and paraprofessionals

ELEMENT	LEVEL OF PERFORMANCE			
	UNSATISFACTORY	BASIC	PROFICIENT	DISTINGUISHED
Management of Instructional Groups	Students not working with the teacher are not productively engaged in learning. <input type="checkbox"/>	Tasks for group work are partially organized, resulting in some off-task behavior when teacher is involved with one group. <input type="checkbox"/>	Tasks for group work are organized, and groups are managed so most students are engaged at all times. <input type="checkbox"/>	Groups working independently are productively engaged at all times, with students assuming responsibility for productivity. <input type="checkbox"/>
Management of Transitions	Much time is lost during transitions. <input type="checkbox"/>	Transitions are sporadically efficient, resulting in some loss of instructional time. <input type="checkbox"/>	Transitions occur smoothly, with little loss of instructional time. <input type="checkbox"/>	Transitions are seamless, with students assuming some responsibility for efficient operation. <input type="checkbox"/>
Management of Materials and Supplies	Materials are handled inefficiently, resulting in loss of instructional time. <input type="checkbox"/>	Routines for handling materials and supplies function moderately well. <input type="checkbox"/>	Routines for handling materials and supplies occur smoothly, with little loss of instructional time. <input type="checkbox"/>	Routines for handling materials and supplies are seamless, with students assuming some responsibility for efficient operation. <input type="checkbox"/>
Performance of Non-instructional Duties	Considerable instructional time is lost in performing noninstructional duties. <input type="checkbox"/>	Systems for performing noninstructional duties are fairly efficient, resulting in little loss of instructional time. <input type="checkbox"/>	Efficient systems for performing noninstructional duties are in place, resulting in minimal loss of instructional time. <input type="checkbox"/>	Systems for performing noninstructional duties are well established, with students assuming considerable responsibility for efficient operations. <input type="checkbox"/>
Supervision of Volunteers and Paraprofessionals	Volunteers and paraprofessionals have no clearly defined duties or do nothing most of the time. <input type="checkbox"/>	Volunteers and paraprofessionals are productively engaged during portions of class time but require frequent supervision. <input type="checkbox"/>	Volunteers and paraprofessionals are productively and independently engaged during the entire class. <input type="checkbox"/>	Volunteers and paraprofessionals make a substantive contribution to the classroom environment. <input type="checkbox"/>

Comments:

Component 2d: Managing Student Behavior**

Elements: Expectations • Monitoring of student behavior • Response to student misbehavior

ELEMENT	LEVEL OF PERFORMANCE			
	UNSATISFACTORY	BASIC	PROFICIENT	DISTINGUISHED
Expectations	No standards of conduct appear to have been established, or students are confused as to what the standards are. <input type="checkbox"/>	Standards of conduct appear to have been established for most situations, and most students seem to understand them. <input type="checkbox"/>	Standards of conduct are clear to all students. <input type="checkbox"/>	Standards of conduct are clear to all students and appear to have been developed with student participation. <input type="checkbox"/>
Monitoring of Student Behavior	Student behavior is not monitored, and teacher is unaware of what students are doing. <input type="checkbox"/>	Teacher is generally aware of student behavior but may miss the activities of some students. <input type="checkbox"/>	Teacher is alert to student behavior at all times. <input type="checkbox"/>	Monitoring by teacher is subtle and preventive. Students monitor their own and their peers' behavior, correcting one another respectfully. <input type="checkbox"/>
Response to Student Misbehavior	Teacher does not respond to misbehavior, or the response is inconsistent, overly repressive, or does not respect the student's dignity. <input type="checkbox"/>	Teacher attempts to respond to student misbehavior but with uneven results, or no serious disruptive behavior occurs. <input type="checkbox"/>	Teacher response to misbehavior is appropriate and successful and respects the student's dignity, or student behavior is generally appropriate. <input type="checkbox"/>	Teacher response to misbehavior is highly effective and sensitive to students' individual needs, or student behavior is entirely appropriate. <input type="checkbox"/>

Comments:

Name _____

Date _____

Component 2e: Organizing Physical Space**

Elements: Safety and arrangement of furniture • Accessibility to learning and use of physical resources

ELEMENT	LEVEL OF PERFORMANCE			
	UNSATISFACTORY	BASIC	PROFICIENT	DISTINGUISHED
Safety and Arrangement of Furniture	The classroom is unsafe, or the furniture arrangement is not suited to the lesson activities, or both. <input type="checkbox"/>	The classroom is safe, and classroom furniture is adjusted for a lesson, or if necessary, a lesson is adjusted to the furniture, but with limited effectiveness. <input type="checkbox"/>	The classroom is safe, and the furniture arrangement is a resource for learning activities. <input type="checkbox"/>	The classroom is safe, and students adjust the furniture to advance their own purposes in learning. <input type="checkbox"/>
Accessibility to Learning and Use of Physical Resources	Teacher uses physical resources poorly, or learning is not accessible to some students. <input type="checkbox"/>	Teacher uses physical resources adequately, and at least essential learning is accessible to all students. <input type="checkbox"/>	Teacher uses physical resources skillfully, and all learning is equally accessible to all students. <input type="checkbox"/>	Both teacher and students use physical resources optimally, and students ensure that all learning is equally accessible to all students. <input type="checkbox"/>

Comments:

INSTRUCTION

Component 3a: Communicating Clearly and Accurately

Elements: Directions and procedures • Oral and written language

ELEMENT	LEVEL OF PERFORMANCE			
	UNSATISFACTORY	BASIC	PROFICIENT	DISTINGUISHED
Directions and Procedures	Teacher directions and procedures are confusing to students. <input type="checkbox"/>	Teacher directions and procedures are clarified after initial student confusion or are excessively detailed. <input type="checkbox"/>	Teacher directions and procedures are clear to students and contain an appropriate level of detail. <input type="checkbox"/>	Teacher directions and procedures are clear to students and anticipate possible student misunderstanding. <input type="checkbox"/>
Oral and Written Language	Teacher's spoken language is inaudible, or written language is illegible. Spoken or written language may contain many grammar and syntax errors. Vocabulary may be inappropriate, vague, or used incorrectly, leaving students confused. <input type="checkbox"/>	Teacher's spoken language is audible, and written language is legible. Both are used correctly. Vocabulary is correct but limited or is not appropriate to students' ages or backgrounds. <input type="checkbox"/>	Teacher's spoken and written language is clear and correct. Vocabulary is appropriate to students' age and interests. <input type="checkbox"/>	Teacher's spoken and written language is correct and expressive, with well-chosen vocabulary that enriches the lesson. <input type="checkbox"/>

Comments:

Name _____

Date _____

Component 3b: Using Questioning and Discussion Techniques**
 Elements: Quality of questions • Discussion techniques • Student participation

ELEMENT	LEVEL OF PERFORMANCE			
	UNSATISFACTORY	BASIC	PROFICIENT	DISTINGUISHED
Quality of Questions	Teacher's questions are virtually all of poor quality. <input type="checkbox"/>	Teacher's questions are a combination of low and high quality. Only some invite a response. <input type="checkbox"/>	Most of teacher's questions are of high quality. Adequate time is available for students to respond. <input type="checkbox"/>	Teacher's questions are of uniformly high quality, with adequate time for students to respond. Students formulate many questions. <input type="checkbox"/>
Discussion Techniques	Interaction between teacher and students is predominantly recitation style, with teacher mediating all questions and answers. <input type="checkbox"/>	Teacher makes some attempt to engage students in a true discussion, with uneven results. <input type="checkbox"/>	Classroom interaction represents true discussion, with teacher stepping, when appropriate, to the side. <input type="checkbox"/>	Students assume considerable responsibility for the success of the discussion, initiating topics and making unsolicited contributions. <input type="checkbox"/>
Student Participation	Only a few students participate in the discussion. <input type="checkbox"/>	Teacher attempts to engage all students in the discussion, but with only limited success. <input type="checkbox"/>	Teachers successfully engages all students in the discussion. <input type="checkbox"/>	Students themselves ensure that all voices are heard in the discussion. <input type="checkbox"/>

Comments:

Name _____

Date _____

Component 3c: Engaging Students in Learning
 Elements: Representation of content • Activities and assignments • Grouping of students
 Instructional materials and resources • Structure and pacing

ELEMENT	LEVEL OF PERFORMANCE			
	UNSATISFACTORY	BASIC	PROFICIENT	DISTINGUISHED
Representation of Content	Representation of content is inappropriate and unclear or uses poor examples and analogies. <input type="checkbox"/>	Representation of content is inconsistent in quality: some is done skillfully, with good examples; other portions are difficult to follow. <input type="checkbox"/>	Representation of content is appropriate and links well with students' knowledge and experience. <input type="checkbox"/>	Representation of content is appropriate and links well with students' knowledge and experience. Students contribute to representation of content. <input type="checkbox"/>
Activities and Assignments	Activities and assignments are inappropriate for students in terms of their age or backgrounds. Students are not engaged mentally. <input type="checkbox"/>	Some activities and assignments are appropriate to students and engage them mentally, but others do not. <input type="checkbox"/>	Most activities and assignments are appropriate to students. Almost all students are cognitively engaged in them. <input type="checkbox"/>	All students are cognitively engaged in the activities and assignments in their exploration of content. Students initiate or adapt activities and projects to enhance understanding. <input type="checkbox"/>
Grouping of Students	Instructional groups are inappropriate to the students or to the instructional goals. <input type="checkbox"/>	Instructional groups are only partially appropriate to the students or only moderately successful in advancing the instructional goals of a lesson. <input type="checkbox"/>	Instructional groups are productive and fully appropriate to the students or to the instructional goals of a lesson. <input type="checkbox"/>	Instructional groups are productive and fully appropriate to the instructional goals for a lesson. Students take the initiative to influence instructional groups to advance their understanding. <input type="checkbox"/>

Comments:

Name _____

Date _____

Component 3c: Engaging Students in Learning (continued)
 Elements: Representation of content • Activities and assignments • Grouping of students
 Instructional materials and resources • Structure and pacing

ELEMENT	LEVEL OF PERFORMANCE			
	UNSATISFACTORY	BASIC	PROFICIENT	DISTINGUISHED
Instructional Materials and resources	Instructional materials and resources are unsuitable to the instructional goals or do not engage students mentally. <input type="checkbox"/>	Instructional materials and resources are partially suitable to the instructional goals, or students' level of mental engagement is moderate. <input type="checkbox"/>	Instructional materials and resources are suitable to the instructional goals and engage students mentally. <input type="checkbox"/>	Instructional materials and resources are suitable to the instructional goals and engage students mentally. Students initiate the choice, adaptation, or creation of materials to enhance their own purposes. <input type="checkbox"/>
Structure and Pacing	The lesson has no clearly defined structure, or the pacing of the lesson is too slow or rushed, or both. <input type="checkbox"/>	The lesson has a recognizable structure, although it is not uniformly maintained throughout the lesson. Pacing of the lesson is inconsistent. <input type="checkbox"/>	The lesson has a clearly defined structure around which the activities are organized. Pacing of the lesson is inconsistent. <input type="checkbox"/>	The lesson's structure is highly coherent, allowing for reflection and closure as appropriate. Pacing of the lesson is appropriate for all students. <input type="checkbox"/>

Comments:

Name _____

Date _____

Component 3d: Providing Feedback to Students
 Elements: Quality: accurate, substantive, constructive, and specific • Timeliness

ELEMENT	LEVEL OF PERFORMANCE			
	UNSATISFACTORY	BASIC	PROFICIENT	DISTINGUISHED
Quality: Accurate, Substantive, Constructive and Specific	Feedback is either not provided or is of uniformly poor quality. <input type="checkbox"/>	Feedback is inconsistent in quality: Some elements of high quality are present; others are not. <input type="checkbox"/>	Feedback is consistently high quality. <input type="checkbox"/>	Feedback is consistently high quality. Provision is made for students to use feedback in their learning. <input type="checkbox"/>
Timeliness	Feedback is not provided in a timely manner. <input type="checkbox"/>	Timeliness of feedback is inconsistent. <input type="checkbox"/>	Feedback is consistently provided in a timely manner. <input type="checkbox"/>	Feedback is consistently provided in a timely manner. Students make prompt use of the feedback in their learning. <input type="checkbox"/>

Comments:

Name _____

Date: _____

Demonstrating Flexibility and Responsiveness
 Elements: Lesson adjustment • Response to students • Persistence

ELEMENT	LEVEL OF PERFORMANCE			
	UNSATISFACTORY	BASIC	PROFICIENT	DISTINGUISHED
Lesson Adjustment	Teacher adheres rigidly to an instructional plan, even when a change will clearly improve a lesson. <input type="checkbox"/>	Teacher attempts to adjust a lesson, with mixed results. <input type="checkbox"/>	Teacher makes a minor adjustment to a lesson, and the adjustment occurs smoothly. <input type="checkbox"/>	Teacher successfully makes a major adjustment to a lesson. <input type="checkbox"/>
Response to Students	Teacher ignores or brushes aside students' questions or interests. <input type="checkbox"/>	Teacher attempts to accommodate students' questions or interests. The effects on the coherence of a lesson are uneven. <input type="checkbox"/>	Teacher successfully accommodates students' questions or interests. <input type="checkbox"/>	Teacher seizes a major opportunity to enhance learning, building on a spontaneous event. <input type="checkbox"/>
Persistence	When a student has difficulty learning, the teacher either gives up or blames the student or the environment for the student's lack of success. <input type="checkbox"/>	Teacher accepts responsibility for the success of all students but has only a limited repertoire of instructional strategies to use. <input type="checkbox"/>	Teacher persists in seeking approaches for students who have difficulty learning, possessing a moderate repertoire of strategies. <input type="checkbox"/>	Teacher persists in seeking effective approaches for students who need help, using an extensive repertoire of strategies and soliciting additional resources from the school. <input type="checkbox"/>

Comments

Teacher:

Date Observed:

CONTRACTUAL SUMMARY:

A. Areas of Greatest Strengths:

B. Areas in Which Improvement is Needed:

C. A Candid* Appraisal:

POST-CONFERENCE NOTES:

_____ 's signature acknowledges that he/she has received a copy of this evaluation and that we met for a post-conference on _____.

Teacher's Signature

Evaluator's Signature

Date

Date

*If the teacher's performance is such that failure to show significant improvement would jeopardize future employment, this must be stated clearly.

Use of Professional Growth Plan

I. Self-Improvement Contract Plan

Teacher: _____ Grade Level: _____

Goal: _____

Visitations/conferences/workshops/in-services directly related to your goal:*

Minimum of 2:	<u>Dates Attended</u>	<u>Topic</u>
	_____	_____
	_____	_____
	_____	_____

Attending conferences must be pre-approved and is dependent upon availability, locality, funding, etc. If no conferences related to your goal are available by November 30, it may be necessary to revamp this contract. Conferences will be at district expense. If district funding is not available, this contract is void. The teacher shall be allowed to attend a conference at his/her own expense.

Research: List titles (A minimum of two journal articles, books, media viewed or other resources.)

Attach a copy of written summary. Summary may include possible applications, significant points, your personal views.

_____ Teacher's Signature	_____ Date Initiated by Oct. 1
	_____ Conference by May 15
_____ Principal's Signature	_____ Date Initiated by Oct. 1
	_____ Conference by May 15

Use of Professional Growth Plan

II. Instructional Team Interaction Plan

Teacher: _____ Grade Level: _____

Meet with one or more teachers to set common goals and outline a plan of action to be reviewed with the principal. The progress of this plan will be reviewed jointly by teachers and principal throughout the year.

Participants: _____

Goals: _____

Submit a copy of your proposal which will include a statement of your goals, materials and procedures:

Document Meeting w/partner(s)	Interaction Dates	Interaction Discussion Dates
_____	_____	_____
_____	_____	_____
_____	_____	_____

Attach a copy of your written summary.

Teacher's Signature

Date Initiated by Oct. 1

Conference by May 15

Principal's Signature

Date Initiated by Oct. 1

Conference by May 15

Use of Professional Growth Plan

III. Portfolio of Professional Growth Plan

Teacher: _____ Grade Level: _____

Throughout the year, gather a minimum of ten items, including lesson plans, professional articles, ideas, samples, photos, art ideas, books, other. This portfolio will show educational and professional growth in a specific area.

Throughout the year you will share your portfolio with the principal. In addition, a written table of contents will be submitted as well as a written self-evaluation.

Teacher's Signature

Date Initiated by Oct. 1

Conference by May 15

Principal's Signature

Date Initiated by Oct. 1

Conference by May 15

Use of Professional Growth Plan

IV. Videotaping and Analysis Plan

Teacher: _____ Grade Level: _____

Minimum of three taping sessions.

Goal: _____

Participants: _____

Dates of Taping: _____

Submit the tape and your analysis after each taping session to the principal.

Teacher's Signature

Date Initiated by Oct. 1

Conference by May 15

Principal's Signature

Date Initiated by Oct. 1

Conference by May 15

Use of Professional Growth Plan

V. Mentor Program (Teacher to Teacher) Plan

Teacher: _____ Grade Level: _____

Goals: _____

Procedure/Activities: _____

Conference Dates: _____

Summary comments to be submitted by both teachers and administrator.

Teacher's Signature

Date Initiated by Oct. 1

Conference by May 15

Principal's Signature

Date Initiated by Oct. 1

Conference by May 15

Use of Professional Growth Plan

VI. Self-choice Plan

Additional curriculum work, graduate credit beyond a Masters Degree, write a professional article, etc.

Teacher: _____ Grade Level: _____

Goals: _____

List Objectives: _____

Pre-conference and approval with Building Administrator: _____

Evaluation: _____

Teacher's Signature

Date Initiated by Oct. 1

Conference by May 15

Principal's Signature

Date Initiated by Oct. 1

Conference by May 15

Use of Professional Growth Plan

Evaluation Form

Teacher: _____ Grade Level: _____

Progress rating form shall be completed during the month of:

- _____ Goal Met
- _____ Goal in Progress
- _____ Goal Needs Further Development
- _____ Goal Continuing Next Year

Principal's Comments:

Principal's Signature

Date

Teacher's Comments:

Teacher's Signature

Date

This progress rating form will be attached to each professional growth option plan.

