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AGREEMENT

Between the

NEWFIELD CENTRAL SCHOOL
DISTRICT

And the

NEWFIELD CENTRAL SCHOOL
TEACHERS' ASSOCIATION



July 1, 2006
through
June 30, 2009

RECEIVED

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD



TABLE OF CONTENTS

	<u>Page</u>
PREAMBLE	1
ARTICLE I – RECOGNITION	1
ARTICLE II - SCOPE OF AGREEMENT	1
ARTICLE III - TERMS OF EMPLOYMENT	2
A. Notification of Salary	2
B. Employment Status	2
C. Notice of Assignment	2
D. Posting Vacancies	2
E. Seniority List	2
ARTICLE IV - SCHOOL CALENDAR	3
A. Performance of Duties	3
B. Emergency Closings.....	3
C. Unused Emergency Days.....	3
D. Guidance Counselors.....	3
E. Psychologist and Social Workers.....	3
F. Teacher Orientation	4
G. Early Release Days.....	4
H. Computer Training.....	4
I. Curriculum Development.....	4
ARTICLE V - LEAVES OF ABSENCE	4
A. Immediate Family Identified	4
B. Personal/Family Illness.....	4
C. Personal Leave.....	4
D. Sick Leave Bank	5
E. Bereavement	6
F. Parental Leave	6
G. Granting Other Leaves	6
H. Visitation Days	6
I. Sabbatical Leave	7
J. Teacher Conferences	9
ARTICLE VI – WORK DAY, WORK WEEK	9
A. Work Day.....	9
B. Lunch Period	9
C. Preparation Period	10
D. Master Schedule	10
ARTICLE VII - TEACHER EVALUATION	10
A. Purpose	10
B. Procedures	10
C. Peer Intervention	15

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE VIII- EMPLOYEE DISMISSAL	18
ARTICLE IX - PERSONNEL FILE	18
ARTICLE X - CLASS SIZE	19
ARTICLE XI - SALARY SCHEDULE	20
A. Salary Increases	20
B. Installments	20
C. Part-time Payments and Fringe Benefits.....	20
D. Hiring Schedule	22
E. Teacher Assistants.....	22
F. Salary for Unpaid Leave of Absence	22
G. Explanation of Minimum Salary Schedule	23
H. Prior Teaching Experience	23
I. Master's Degree	23
J. Salary Increase Right Reserve	23
K. Calculation of Salary Adjustment	23
L. Jury Duty	24
M. Mileage for School Business	24
N. Longevity Stipend.....	24
ARTICLE XII – DEDUCTIONS	24
A. Association Dues/Agency Fee	24
B. Other Deductions	25
ARTICLE XIII - CO-CURRICULAR/EXTRA DUTY	26
A. Extra-Curricular Appointments... ..	26
B. Co-Curricular Activities.....	29
C. Athletics.....	31
D. Chaperoning Home Events & Spectator Buses	32
E. Department Chairmen	32
ARTICLE XIV - STAFF DEVELOPMENT	33
A. In-Service Education	33
B. Teacher Mentoring Program.....	33
C. Educational Credits for Teachers who are provisionally certified	35
D. Educational Credits for Teachers who are permanently certified	36
E. Graduate Credit	37
ARTICLE XV – RETIREMENT	38
A. Retirement - Cumulative Sick Leave	38
B. Insurance	38
ARTICLE XVI – INSURANCE	39
A. Health Insurance for Current Staff	39
B. Stipend	40

TABLE OF CONTENTS

	<u>Page</u>
C. Dental Insurance	40
D. Flexible Spending Plan	40
E. Deductible.....	41
F. Section 105 Accounts.....	41
ARTICLE XVII - RELEASED TIME	41
A. Continuation of Policy	41
B. Parent/Teacher Conferences	41
C. Retirement Delegate	41
ARTICLE XVIII - GRIEVANCE PROCEDURE	42
A. Declaration of Policy	42
B. Definitions	42
C. Basic Principles	42
D. Procedures	43
ARTICLE XIX - DUTIES AND RESPONSIBILITIES OF THE TEACHER	45
A. Duties & Responsibilities of the Teacher	45
ARTICLE XX – DISTANCE LEARNING	46
A. Purpose.....	46
B. Retention of Rights For Participants	46
C. Other Items	46
ARTICLE XXI – RIGHT OF REPRESENTATION.....	49
ARTICLE XXII - MISCELLANEOUS	49
A. Physical Examinations	49
B. Building Plans	49
C. Tuition Free Attendance	49
D. Policies	50
ARTICLE XXIII - SAVINGS CLAUSE	50
A. Savings Clause	50
B. Required Language	50
ARTICLE XXIV - ASSOCIATION RIGHTS	50
A. NCSTA Meetings	50
B. Association Leaves	50
C. President Release Time	51
D. Association Business Time	51
E. Policy Book	51
DURATION OF AGREEMENT	52
APPENDIX A - Personal Business Day Form	i
APPENDIX B - Evaluation/Observations Materials and Forms	ii

APPENDIX B(1) Pupil Personnel and Counselor Evaluation Forms..... xii
APPENDIX C - Payroll Deduction Authorization..... xviii
APPENDIX D – Grievance Forms..... xix
APPENDIX E – Teacher Intervention Plan..... xxii
Side Letter..... xxiv

PREAMBLE

In order to effectuate the provisions of Chapter 392 of the Laws of 1967, (The Public Employees' Fair Employment Act), to encourage and increase effective and harmonious working relationships between the Newfield Central School District, (hereinafter referred to as the "District") and its professional employees represented by the Newfield Central School Teachers' Association (hereinafter referred to as the "Association"), and to enable the professional employees to participate in and contribute to the development of policies for the school district so that the cause of public education may best be served in Newfield, do enter into this agreement.

ARTICLE I **RECOGNITION**

The Newfield Central School District, having determined that the Newfield Central School Teachers' Association is supported by a majority of the teachers in a unit composed of all professional, certified personnel except the administrative personnel on the administrative salary schedule or per diem substitutes, hereby recognizes the Newfield Central School Teachers' Association as the exclusive negotiating agent for the professional employees in such unit, including occupational therapists. This recognition shall remain continuous pursuant to Article 208.2 of the Taylor Law. The Association shall annually submit to the District by November 15 a list of the membership who pay dues directly to the Association.

The District agrees not to negotiate with any teacher organization other than the Association for the duration of the agreement.

ARTICLE II **SCOPE OF AGREEMENT**

A. The District and the Association recognize that the Board is the legally constituted body responsible for the determination of policies covering all aspects of the Newfield Central School District. The Board recognizes that it must operate in accordance with all statutory provisions of the state, and such other rules and regulations of the Commissioner of Education as are in accordance with such statutes. The Board cannot reduce, negotiate, or delegate its legal responsibilities.

- B. Rights of Minorities and Individuals: Whenever in this agreement a personal pronoun is used, such pronoun shall be understood to apply equally to both male and female members of the bargaining unit.
- C. Employer Rights: Except as expressly limited by provisions of this agreement the authority, rights and responsibilities delegated to this District are retained by said District.

ARTICLE III
TERMS OF EMPLOYMENT

- A. Notification of Salary:
Fifteen (15) days subsequent to the adoption by both parties of a new agreement, the District will give each teacher notice of salary for the next school year except where unforeseeable or extenuating circumstances prevail. Adoption of an agreement of long duration is directed to July 1 of the new fiscal year.
- B. Employment Status:
Written notice will be given to all non-tenured teaching personnel in writing regarding their employment status by December first relating to the current teaching year, and by April first concerning the following year except in the third year of employment when notification will be given by May first.
- C. Teachers shall receive notice of their next year's assignment(s) no later than June 30 of any year except where unforeseeable or extenuating circumstances prevail.
- D. Except in the case of an emergency, teaching vacancies will be posted for ten (10) calendar days. During the summer, teaching vacancies will be made known to the Association President.
- E. Seniority List:
The District shall provide a seniority list by tenure areas, inclusive of all unit members, to the Association President not later than February 1 annually. The list will include date of hire, date of appointment to tenure area(s), and days of unpaid leave.

ARTICLE IV
SCHOOL CALENDAR

- A. Teachers shall perform their duties on all days specified in the "School Calendar", a copy of which shall be given annually to each teacher. The work year for teachers consists of up to 187 days of work including 182 student-teacher instructional days, 2 days for Superintendent conference days and 3 emergency closing days (i.e. those days when work is cancelled due to inclement weather or for other emergency conditions). Unless otherwise specified, teachers are employees of the Board of Education from September 1st through June 30th.
- B. If the school district is closed as a result of an emergency closing, unit members are not required to report to work. However, there may be occasions when unit members are required to remain at school during or shortly after an occasion when school has been closed in order to supervise students: Volunteers will be sought for this duty when it is practicable to do so. The District reserves the right to assign unit members to such duty; however, the District shall consider bargaining unit members' family circumstances/ obligations in making this assignment.
- C. If two (2) or more emergency days are unused as of the spring recess, one (1) vacation day will be added to the spring recess and one (1) day will be added to the Memorial Day recess. If only one (1) emergency closing day remains in the work year as of May 1, one (1) day will be added to the Memorial Day recess.
- D. Full-time guidance counselors have a work year that consists of the 187 days contained in the teacher work year plus an additional period of work to be accomplished during the months of July and August. For the life of this agreement, this additional time is twenty-five (25) workdays that are to be scheduled in advance by mutual agreement with the building principal, and will be paid at the rate of 1/200th per diem.
- E. Full-time school psychologist and social worker have a work year that consists of the 187 days contained in the teacher work year plus an additional period of work to be accomplished during the months of July and August. For the life of this agreement, this additional time is ten (10) work days that are to be scheduled in advance by mutual agreement with the building principal, and will be paid at the rate of 1/200th per diem.

- F. There will be a time set up, prior to the regular opening of school, which will be used for the orientation of teachers new to the system. During this orientation, the Association President will be given a minimum of one (1) hour to meet with the new teachers.
- G. With the exception of September, bargaining unit members shall be released the first Tuesday of each month from 12:40 to 3:00PM for professional development undertakings.
- H. Computer Training shall also be provided in the same manner and during the same times as set forth herein above for the professional development undertakings.
- I. Unit members volunteering for approved work beyond the scheduled work year and for approved curriculum development shall receive added compensation. Effective July 1, 2006, members shall be compensated at eighteen dollars (\$18) per hour. Effective July 1, 2008, members shall be compensated at twenty dollars (\$20) per hour. (Note: this section does not negate the acceptance of BOCES remuneration if so available.) This section does not include summer school.

ARTICLE V
LEAVES OF ABSENCE

- A. For the purpose of this agreement, Immediate Family shall be defined as husband, wife, children, parents, in-laws, sister, brother, grandparents of employee or spouse, grandchild, and persons residing in employee's house.
- B. Each teacher shall be entitled without diminution of salary to ten (10) days leave of absence because of personal illness or disability. Each teacher may use up to fifteen (15) personal illness days per year from his/her accumulated total for illness in the immediate family. There will be no cap placed on the accumulation of sick leave.
- C. (1) Each teacher will be allowed two (2) days leave of absence for personal reasons. This will be non-cumulative but not deducted from leave of absence for personal illness. Unused personal days will be added to the employee's accumulated sick leave at the end of each school year.

- (2) Application for personal days will be made on the prescribed form in the appendix of this agreement.

D. Sick Leave Bank:

The District agrees to coordinate a sick leave bank for use by the professional staff. The purpose of the bank will be to provide professional staff members with additional sick leave in cases of serious illnesses. An employee-member of the sick bank must have an illness necessitating ten (10) consecutive school days of absence before becoming eligible to use the sick bank. The following criteria will be applied to the use, installation and management of the sick leave bank:

- (1) Professional staff employees will be allowed to donate two (2) days of their accumulated sick days to the bank by October 1st of a given school year by applying for membership with the appropriate form. No employee can become a member without donating a minimum of two (2) days.
- (2) When possible, sick bank days will be requested in writing to the Business Official within ten (10) working days prior to the use of the bank. Any staff member may apply for sick bank leave if they have contributed to the bank. A member of the sick bank may not utilize same before his/her own sick leave is exhausted.
- (3) The Business Official will initiate a meeting of a Board of Review comprised of two (2) teachers, Superintendent or his representative, and the Business Official. Both parties will, by October 15, notify each other of members on said Board of Review. The School Physician and/or individual physician may be consulted for information for the Board of Review to use in making their decision.
- (4) The total number of sick leave days granted for any bank members cannot exceed sixty (60) days during a school year. Reapplication will be made at intervals of twenty (20) days following the application process.
- (5) If and when the bank drops below forty (40) days, the leadership of the Teachers' Association will solicit the membership for voluntary contributions to replenish the bank. The number of days within the sick bank will be replenished in half (.5) day units.

- (6) First and second year teachers at Newfield Central will be allowed to contribute two (2) days for sick bank membership which may be withdrawn if needed. Said withdrawal will disqualify the staff member from sick bank for that year.

The sick leave bank will be used to supplement workmen's compensation insurance. The combined total of the insurance plan and sick leave bank cannot exceed the total daily rate of an employee.

E. Bereavement: The District shall grant at least five (5) school days and, in the event of hardship, may grant up to eight (8) school days leave with pay to any teacher in the event of a death in his/her immediate family. The District shall grant one (1) work day for bereavement leave with pay for any unit member in the event of the death of an aunt or uncle or the death of a former spouse. If a unit member presents a case of hardship, the Superintendent, in his discretion can add bereavement days for the death of an aunt, uncle or for the death of a former spouse.

F. Parental Leave:

- 1) Any teacher who is the parent of a natural or adopted minor child shall be entitled to unpaid leave of absence of up to two (2) years in order to care for said child. Request for such leave shall be made at least sixty (60) days prior to the commencement of the leave except in the case of adoption if the time is unknown. In such case, the teacher shall give as much notice as possible.
- 2) The teacher shall indicate at the time of his/her request for parental leave, the length of such leave.
- 3) A request for a parental leave extension shall be made at least sixty (60) days prior to the original leave expiration date.
- 4) The teacher shall be restored to the same or an equivalent position as the teacher occupied prior to the taking of the leave.

G. Other Leaves: The District may grant other leaves of absence.

H. Visitation Days: Teachers may request one (1) day per year to visit other schools, provided such request is approved by the superintendent.

I. **Sabbatical Leave: THERE WILL BE A MORATORIUM ON ANY SABBATICAL LEAVES FOR THE LIFE OF THIS AGREEMENT**

- (1) **Eligibility and Purpose:** Any teacher with permanent certification who has been employed in Newfield Central School for seven (7) consecutive years, may apply for sabbatical leave for the purpose of formal study or educational travel. Such leave is intended to improve the ability of professional employees to render educational services to the school.
- (2) Sabbatical leave shall be for two (2) full semesters at one-half the salary or one (1) full semester at full salary earned immediately prior to taking the leave.
- (3) The number of people granted such leave will be at the discretion of the District. Their objective is to grant such leave to not less than one (1) person, providing that such number of qualified applicants make application. Selection would be based on:
 - (a) Length of service;
 - (b) Desirability of purpose of such leave;
 - (c) Availability of an adequate replacement for the period of the sabbatical.
- (4) **Rules for Application:** Application shall be made to the Superintendent with copies to the Building Principal and the Professional Advancement Committee of the Teachers' Association, and shall completely outline:
 - (a) The course of study in residence at a college or university, either at home or abroad. Before final approval shall be given, the applicant shall submit a statement from the Dean of Admissions of the school, attesting to the individual's acceptance and the fact that the program is for full time during the period registered.
 - (b) The program must indicate educational objectives in direct relation to the applicant's field of endeavor. Application must be made as early as possible but not later than December 1st of the year preceding the date of effective leave with tentative Board decision February 1st for the next academic year. The final decision would be made by June 1st.
- (5) **Reporting:** Each applicant must agree to make a written report to the Superintendent during each semester or summer session of such leave and to submit official transcripts at the end

of the leave for work taken at the institution or a complete travelogue and written paper concerning an analysis of the educational significance of the travel.

(6) Miscellaneous:

(a) Credit for hours earned will be reflected in salary by current schedule at the end of the program. Teachers will be treated as if present for automatic salary increment.

(b) Disability while on Leave:

If a teacher on sabbatical is unable to fulfill the purposes thereof by reason of illness as substantiated by proper medical statements or other legitimate reason beyond his control, the sabbatical shall continue its full term; and when the disability is removed, the teacher shall continue with the fulfillment of the sabbatical purpose.

(c) Conditions of Return:

(1) Upon expiration of leave, the teacher will be restored to his position or to one of like nature and status.

(2) As a condition precedent to granting sabbatical leave, the teacher shall agree in writing that in the event of his failure to return to employment at Newfield Central School, or his voluntary resignation therefrom before two (2) years after termination of his sabbatical leave, then, unless waived by the Board, the teacher will repay the amount of his gross pay plus retirement costs, social security and health insurance paid by Newfield Central School over a period of not more than five (5) years or in a lump sum at the teacher's discretion.

(d) Non-Performance: Once sabbatical leave has commenced, failure to successfully complete and attain minimal university standards in the approved sabbatical program due to reasons other than specified in 6b above, shall cause forfeiture of all salary benefits incurred under the terms of the sabbatical agreement unless waived by the Board of Education.

(e) In those cases when the semester break in the District does not coincide with the beginning of the semester at the college or university, the teacher shall be released in time to begin the college/university semester. The District reserves the right to

require the teacher to make up this difference of days in a manner agreed to by the teacher, the Superintendent or designee, and the Association President.

J. Teacher Conferences:

In an effort to continually encourage teacher education and to insure awareness of new techniques and materials, teachers will be allowed to attend conferences upon proper application. The District will cover the cost of the substitute for the teacher, the teacher's salary, and the approved conference fees and travel expenses. The District will approve only educational conferences. Written application for such education conference shall be made to the immediate supervisor at least one (1) month in advance. The purpose of the conference and the costs shall be explained. The immediate supervisor will forward such application to the Superintendent with a written recommendation. The District shall grant final approval/disapproval, judging each application on its individual merits and the availability of Board of Education approved substitute teachers. Unit members required by the District to attend a conference will be given seven (7) days notice.

ARTICLE VI
WORKDAY, WORKWEEK, & PART-TIME EMPLOYMENT

A. Work Day:

The regular workday for teachers shall be:

Grades 6-12: 7 hours and 10 minutes;

Grades K-5: 7 hours and 10 minutes plus additional time each day at the time of student dismissal when teachers must remain at work to see that students are safely loaded on the buses.

The Association recognizes and agrees that a unit member's responsibility entails the performance of duties and the expenditure of time beyond the regular work day for such things as help to students, parent-teacher conferences, faculty meetings, and open house. Normally, formal after school faculty meetings are held once a month during the work year. Unit members may be excused from a faculty meeting by securing the advance permission of the building principal.

B. Lunch Period:

All elementary and secondary school teachers shall be provided with at least a thirty (30) minute duty-free lunch period each day.

C. Preparation Period:

There will be a minimum preparation period of thirty (30) minutes per day. In the event of a shortened day for any portion of the staff, their preparation period will be part of the difference between the old dismissal time and new dismissal time for students.

D. Master Schedule:

After the master schedules for grades K-5 and 6-8 have been developed, the principals will give special area teachers the opportunity to review the schedules and offer recommendations for improvement.

ARTICLE VII
TEACHER EVALUATION

A. The purposes of the evaluation of the teaching staff shall be to:

- (1) Improve the quality of instruction;
- (2) Maintain a highly qualified, competent staff ;
- (3) Promote its continuing development, and;
- (4) Help provide a basis for decisions regarding the continuance of a staff member's employment.

To further these purposes, the supervisory personnel responsible for the observation/evaluation of teachers shall acknowledge the right of the teacher to:

- (1) Know how he is performing the duties and responsibilities of this position;
- (2) Know the areas in which improvement is needed;
- (3) Have candid appraisal of his work;
- (4) Discuss his observation/evaluation reports with his supervisor;
- (5) Seek and receive supervisory assistance where needed.

B. Procedures:

- (1) Non-Tenured Teacher Evaluation

During the probationary period, teachers will be evaluated by administrative staff (building principal, supervisor, etc.) at least three (3) times per year. All three (3) observations must be completed by March 31st for a teacher appointed to start with the fall semester. Each required observation must include a post-conference and in addition, at least one (1) observation must have a pre-conference meeting. After the post-conference, the administrator's personal observation notes will be destroyed.

At the end of each probationary year, the supervising administrator will complete a Performance Evaluation. This evaluation will be completed by June 1 for a teacher appointed to start the fall semester. This document is to help the teacher learn whether she/he has developed the qualities and attributes of an effective teacher as defined in "The Skills and Attributes of Effective Teachers". The Performance Summaries and Evaluation(s) will also be used to make recommendations to the Superintendent of Schools about continuation of services and ultimately about tenure.

In addition to classroom observations and an annual performance evaluation, non-tenured teachers with initial or transitional certifications are required to prepare a portfolio annually. The portfolio should reflect evidence of the "The Skills and Attributes of Effective Teachers" in the areas of knowledge, Instructional Strategies, Learning Environment, and Professional Qualities/Involvement. The portfolio may include, but is not limited to: a video of teaching performance, a sample lesson plan, a sample of student work, student assessment instruments and the teacher's reflection on his/her classroom performance. The portfolio needs to be completed by June 1st of each year in preparation for the end of the year evaluation meetings.

(2) Tenured Teacher Evaluations

Tenured teachers will be evaluated by administrative staff (building principal, supervisor, etc) at least one (1) time per year. This will include an observation and a post-conference meeting. Pre-conferences may be requested by administrator and/or teacher at the time the observation is scheduled. The tenured teacher observations are to be completed by May 15th.

- (3) All monitoring or observation of the work performance of a teacher will be conducted openly, with full knowledge of the teacher. The use of public address or audio system devices shall not be used for this purpose.
- (4) For tenured teachers, observation(s) will be in the area of certification. For probationary teachers, the majority of observation(s) will be in the area of certification. One observation will be with notice.
- (5) After each observation a conference with the teacher will be held within two weeks of the observation. At these conferences the observer will discuss the observation with the teacher. The teacher will receive a copy of the observation form.
- (6) The teacher will sign the observation form only as an indication that he has seen and discussed the observation. The teacher's signature does not constitute either approval or disapproval of the observation. The teacher may, if he wishes, add his own comments in the appropriate place on the observation form.
- (7) The forms used for observation/evaluation are attached at Appendix B.
- (8) Evaluation shall be based upon classroom observation as well as overall job performance within the District. There will be an evaluation conference held. At this conference the evaluator will discuss the evaluation with the teacher. The teacher will sign the evaluation form only as an indication that he has seen and discussed the evaluation. The teacher's signature does not constitute either agreement or disagreement with the evaluation. The teacher may if he wishes, add his own comments in the appropriate place on the evaluation form.
- (9) The school district permits administrative staff to participate in training in good practice for the conducting of performance evaluations.
- (10) Should the parties see a need to modify the existing evaluation form, the parties shall work cooperatively to create a new or modified form.
- (11) In addition to classroom observations and an annual performance evaluation, tenured teachers with initial or transitional certifications are required to prepare a portfolio annually. The portfolio should reflect evidence of the "The Skills and Attributes of

Effective Teachers” in the areas of knowledge, Instructional Strategies, Learning Environment, and Professional Qualities/Involvement. The portfolio may include, but is not limited to: a video of teaching performance, a sample lesson plan, a sample of student work, student assessment instruments and the teacher’s reflection on his/her classroom performance. The portfolio needs to be completed by June 1st in preparation for the end of the year evaluation meetings.

- (12) School Service Professionals – The term School Service Professionals shall include school counselors, psychologist, and school social worker.

Non-Tenured School Service Professionals Evaluation

During the probationary period, School Service Professionals (SSP) will be evaluated by administrative staff (building principal, supervisor, etc.) at least three (3) times per year (two performance and one end-of year evaluation). At least one evaluation will be completed by December 31st.

At the end of each probationary year, the supervising administrator will have completed two Performance Evaluations. These evaluations will be completed by June 1 for a SSP appointed to start the fall semester. These documents are to help the SSP learn whether he/she has developed the qualities and attributes as listed in the evaluation guidelines for Guidance and Pupil Personnel (see evaluation forms in Appendix B1).

The evaluation(s) will also be used to make recommendations to the Superintendent of Schools about continuation of services and ultimately about tenure.

In addition to the evaluations, non-tenured SSP with initial or transitional certificates are required to prepare a portfolio annually. The portfolio should reflect evidence of the attributes and skills found in the evaluation guidelines for Guidance and Pupil Personnel. The portfolio may include, but is not limited to: a video of teaching performance, a sample lesson plan, a sample of student work, student assessment instruments and the teacher’s reflection on his/her classroom performance. The portfolio needs to be completed by June 1st in preparation for the end of the year evaluation meetings.

(13) Tenured School Service Professionals Evaluation

Tenured School Service Professionals (SSP) will be evaluated by administrative staff (building principal, supervisor, etc.) at least one (1) time per year. This evaluation will be completed by May 15th.

This document is to help the SSP learn whether she/he has developed the qualities and attributes as listed in the evaluation guideline for Guidance and Pupil Personnel (see evaluation forms in Appendix B1). The evaluation will also be used to make recommendations to the Superintendent of Schools about continuation of services.

In addition to the evaluation, tenured SSP with initial or transitional certificates are required to prepare a portfolio annually. The portfolio should reflect evidence of the attributes and skills found in the evaluation guidelines for Guidance and Pupil Personnel. The portfolio may include, but is not limited to: a video of teaching performance, a sample lesson plan, a sample of student work, student assessment instruments and the teacher's reflection on his/her classroom performance. The portfolio needs to be completed by June 1st in preparation for the end of the year evaluation meetings.

(14) Occupational Therapist Evaluation

Occupational Therapists shall serve a probationary period of 52 weeks. During the probationary period, occupational therapists will be evaluated by administrative staff (building principal, supervisor, etc.) three (3) times per year. All three (3) observations must be completed by March 31st for an occupational therapist appointed to start in the fall semester. Each required observation must include a post-conference and in addition, at least one (1) observation must have a pre-conference meeting. After the post-conference, the administrator's personal observation notes will be destroyed. The occupational therapist will receive a copy of the observation form and will sign the form only as an indication that he/she has seen and discussed the observation. The signature does not

constitute either approval or disapproval of the observation. The occupational therapist may, if he/she wishes, add his/her own comments in the appropriate place on the observation form. The observation/evaluation form is attached at Appendix B and may be modified by written agreement by both parties.

After the end of the probationary term, the supervising administrator will complete a Performance Evaluation. This evaluation will be completed by June 1 for an occupational therapist appointed to start the fall semester. The Performance Evaluations and observations will be used to make recommendations to the Superintendent of Schools about continuation of services and ultimately permanent appointment.

Administrative staff (building principal, supervisor, etc.) will evaluate permanently appointed occupational therapist(s) at least one (1) time per year. This will include an observation and a post-conference meeting. An administrator and/or teacher may request pre-conferences at the time the observation is scheduled. Said observation must be completed by May 15th. After each observation, a conference will be held within two (2) weeks to discuss the observation. The occupational therapist will receive a copy of the observation form and will sign the form only as an indication that he/she has seen and discussed the observation. The signature does not constitute either approval or disapproval of the observation. The occupational therapist may, if he/she wishes, add his/her own comments in the appropriate place on the observation form. The observation/evaluation form is attached at Appendix B and may be modified by written agreement by both parties.

C. TEACHER IMPROVEMENT PLAN

A Teacher Improvement Plan (TIP) shall be developed for any unit member whose performance is evaluated as unsatisfactory. The TIP shall be developed by the immediate supervisor of the unit member for the benefit of and in consultation with the unit member whose performance has been determined to be unsatisfactory. The TIP shall identify specific teaching behaviors to be changed based upon the established "Skills and Attributes of Effective Teachers". The TIP shall identify resources and strategies to effect such change, and include a

timeline for improving the areas of unsatisfactory performance. A template of the Newfield TIP plan is to be found in Appendix E of this document.

Peer Intervention Program

As one possible strategy for Teacher Improvement Plans, the Newfield Central School District and the Newfield Teachers' Association agree to participate in a Peer Intervention Program.

1. PEER INTERVENTION COMMITTEE:

- a. The Peer Intervention Committee shall consist of three (3) members of the bargaining unit designated by the Association. Applicants considered must have:

Tenure in the district.

Knowledge of the subject matter/curriculum.

Knowledge of instructional/learning theory.

Demonstrated transferal of theory into practice.

Effective interpersonal communication skills.

Understanding of the concept and value of continuous professional development.

- b. All tenured members of the bargaining unit shall be encouraged to serve on the Peer Intervention Committee. However, final selection of committee members rests with the Association.
- c. It shall be the responsibility of the Peer Intervention Committee to support the intervener(s) in all ways deemed appropriate by the committee. The school administration and the committee shall work together to develop an intervention plan.

2. SELECTION OF INTERVENER(S):

- a. It shall be the function of the Peer Intervention Committee to select the intervener(s).
- b. All tenured members of the bargaining unit shall be encouraged to serve as Interveners. However, final selection of Interveners rests solely with the Peer Intervention Committee. Applicants considered must have:

Tenure in the district.

Knowledge of subject matter/curriculum.

Knowledge of instructional/learning theory.

Demonstrated transferal of theory into practice.

Effective interpersonal communication skills.

Understanding of the concept and value of continuous professional development.

3. TEACHER(S) IN NEED OF INTERVENTION

- a. It shall be the responsibility of the administrative staff, subject to the approval of the superintendent of schools, to identify any bargaining unit member in need of Intervention by so informing the Peer Intervention Committee in the manner designated by said committee.
- b. It shall be responsibility of the Peer Intervention Committee to assign an intervener(s) to assist the teacher in need of intervention. The intervener(s) needs to meet with the building administrator to review the situation and develop an intervention plan. This shall not conflict with the intervener's lunch period. The intervention plan will include areas where improvement is needed, steps to be taken, time frame, and other appropriate information.
- c. Wherever possible the Peer Intervention Committee shall match the intervener and teacher in need of intervention in each of the following areas:
 - Tenure area
 - Certification
 - Grade level
 - Subject area
- d. The intervener and the building administrator will plan for released time when the intervener may observe the teacher in need of intervention. This shall not conflict with the intervener's lunch period. This schedule must be approved by the superintendent.

4. CONFIDENTIALITY

- a. Consultations and observations within the Peer Intervention Program shall be advisory and confidential and will in no manner whatsoever be evaluative. The evaluation of the teacher in need's performance will remain the responsibility of the appropriate coordinator/principal in accordance with the provisions of the negotiated agreement.
- b. The performance of a member of the bargaining unit as an intervener will in no manner whatsoever be evaluated by the teacher in need of intervention and/or affect in a negative manner his/her evaluation as a teacher.

5. SELF HELP

- a. Nothing above precludes any bargaining unit member from referring himself/herself to the Peer Intervention Committee as a teacher in need of intervention.
 - b. All self-referrals shall be done in a manner prescribed by the Peer Intervention Committee.
 - c. All sections of this procedure are appropriate and shall be in effect for those individuals who voluntarily seek self-help.
6. IMMUNITY
- a. No bargaining unit member who participates in the Peer Intervention Program either as a committee member or as an intervener may be required to appear at any disciplinary or termination hearing regarding a teacher in need of intervention.

ARTICLE VIII
EMPLOYEE DISMISSAL

- (1) No employee will be dismissed without just cause.
- (2) In the event that the District is considering the dismissal of an employee or termination of an employee's services at the expiration of his/her probationary period, it will provide at least one written warning and will schedule a meeting among the immediate supervisor, the employee, and at his option, the Association representative for the purpose of improving his performance in order to continue his employment.
- (3) Following such conference, if the District still determines that the employee should be dismissed, the employee will receive a minimum of sixty (60) days written notice. The notice will specify reasons for dismissal.
- (4) Any employee dismissed under this article has the right to invoke grievance procedure if he disagrees with the action.

ARTICLE IX
PERSONNEL FILE

- A. Review of Personnel File:

- (1) Within one working day of receipt of a written request, a teacher will be provided an opportunity to review and make copies of non-confidential personnel data concerning him/herself. All such material will be kept in one official personnel file located with the Superintendent. A teacher will be entitled to have a representative of the Association accompany him during such review. Only those who have an official right and reason for so doing may inspect a teacher's files, and said files shall not be open to public inspection except upon specific consent by the teacher.
- (2) A teacher will be given a copy of any material that relates to that member's conduct, service, character or personality, to be placed in the teacher's personnel file. Such material will carry the notation "cc: Personnel File".
- (3) The teacher has the right to submit a written response to materials which are derogatory to his/her conduct, service, character or personality. This response is to be signed by the teacher and attached to the material in question.
- (4) All material placed in a teacher's personnel files will clearly identify the author.
- (5) Grievances, answers and settlements will not be placed in bargaining unit member's' personnel files except when both parties agree that settlement material needs to be a matter of record.

ARTICLE X **CLASS SIZE**

The District and the Association agree that it is in the best interests of the educational program to continually review the impact of class size on the program. To this end, the parties agree to establish a committee to consist of teachers and administrators. This committee shall study this problem and make known its recommendations to the superintendent. The committee shall consist of one member of the Association, one member of the administration and a third member to be agreed upon by these two. Nothing in the above paragraph precludes the enlargement of the committee if it will facilitate its work.

ARTICLE XI
SALARY SCHEDULE

A. Salary Increases

1. Salary Increases 2006-2007 School Year.

Each full time returning unit member is to receive an increase in her/his base salary of 3.90% over her/his base salary paid for the 2005-2006 school year.

Hiring rate for a teacher with a Bachelor's degree and no credit hours: \$33,778

2. Salary Increases 2007-2008 School Year.

Each full-time returning unit member is to receive an increase in her/his base salary of 4.25% over his/her base salary paid for the 2006-2007 school year.

Hiring rate for a teacher with a Bachelor's degree and no credit hours: \$34,500

3. Salary Increases 2008-2009 school year.

Each full time returning unit member is to receive an increase in her/his base salary of 4.0% over his/her base salary paid for the 2007-2008 school year.

Hiring rate for a teacher with a Bachelor's degree and no credit hours: \$35,250

B. Bargaining unit members can elect to receive their salaries in either twenty-one (21) or twenty-six (26) equal installments. On the first day of school for teachers, teachers shall elect either a 21 or 26 pay period schedule on the form provided by the District.

C. Part-Time Teacher Payment and Fringe Benefits

For part-time teachers, health insurance, master degree payments and payments by virtue of Article XIV, and other fringe benefits, will be pro-rated based upon the percentage of the day they are employed. For the purposes of determining fringe benefits, Pre-K teachers will be considered full-time employees.

1. High School & Middle School

As full time is currently the assignment of nine (9) periods including:

a. At least five (5) teaching periods and four (4) other assignments being two (2) duty assignments, one (1) preparation period and one (1) duty free lunch period; OR

b. The assignment of six (6) teaching periods, (2) two preparation periods and (1) one duty free lunch then:

- i. A part-time teacher who teaches two (2) such periods and has another assignment would be paid on the basis of .4 FTE.
 - ii. A part-time teacher who teaches three (3) periods and has another assignment would be paid on the basis of .6 FTE;
 - iii. A part-time teacher who teaches four (4) such periods and has one (1) or two (2) other assignments would be paid on the basis of .8 FTE
- c. The District will make every reasonable effort to plan the schedules of part-time teachers so that the work can be done in consecutive periods/minutes. Where this does not appear possible, the District agrees to meet upon request of the Association to explain the non-consecutive work schedule.

2. Elementary Teacher

A part-time elementary teacher's pay will be determined by reference to that portion of the normal elementary workday that is actually worked.

3. Teaching Assistant

Full time Teaching Assistants will work a 7 hour 10 minute day, which will include one 30 minute duty free period and one 30 minute lunch period. A full time Teacher Assistant will be considered as full time employees for the computation of benefits.

- D. Hiring Schedule: Any newly hired bargaining unit member is to be paid in accordance with the "hiring schedule" set out below.

NEWFIELD – 2006-2007

	A	B	C	D	E	F	G
	B.S.	B.S.	B.S.	B.S.	B.S.	B.S.	B.S.
STEP		+6	+12	+18	+24	+30	+36
1	33,778	33,978	34,178	34,378	34,578	34,778	34,978
2	34,028	34,228	34,428	34,628	34,828	35,028	35,228
3	34,278	34,478	34,678	34,878	35,078	35,278	35,478
4	34,528	34,728	34,928	35,128	35,328	35,528	35,728
5	34,778	34,978	35,178	35,378	35,578	35,778	35,978
6	35,028	35,228	35,428	35,628	35,828	36,028	36,228

NEWFIELD – 2007-2008

	A	B	C	D	E	F	G
	B.S.	B.S.	B.S.	B.S.	B.S.	B.S.	B.S.
STEP		+6	+12	+18	+24	+30	+36
1	34,500	34,700	34,900	35,100	35,300	35,500	35,700
2	34,750	34,950	35,150	35,350	35,550	35,750	35,950
3	35,000	35,200	35,400	35,600	35,800	36,000	36,200
4	35,250	35,450	35,650	35,850	36,050	36,250	36,450
5	35,500	35,700	35,900	36,100	36,300	36,500	36,700
6	35,750	35,950	36,150	36,350	36,550	36,750	36,950

NEWFIELD – 2008-2009

	A	B	C	D	E	F	G
	B.S.	B.S.	B.S.	B.S.	B.S.	B.S.	B.S.
STEP		+6	+12	+18	+24	+30	+36
1	35,250	35,450	35,650	35,850	36,050	36,250	36,450
2	35,500	35,700	35,900	36,100	36,300	36,500	36,700
3	35,750	35,950	36,150	36,350	36,550	36,750	36,950
4	36,000	36,200	36,400	36,600	36,800	37,000	37,200
5	36,250	36,450	36,650	36,850	37,050	37,250	37,450
6	36,500	36,700	36,900	37,100	37,300	37,500	37,700

- E. Teaching Assistants starting salary will be 55% of the Step 1 teacher salary, with increases as negotiated in this agreement
- F. In order to calculate the salary of teachers who were on an unpaid leave of absence for the prior year:

- (1) If the leave was for a time greater than ninety (90) days, the teacher's last year of full employment shall be used as the base.
- (2) If the leave was for ninety (90) days or less, the teacher's salary shall be based on earned teaching salary base during the year in which the leave was taken.
- (3) Teachers who are part time or are only employed for part of a year shall have the same concept applied and their salary adjusted accordingly.

G. Explanation of Minimum Salary Schedule:

- a - Bachelor's Degree and/or Provisional Certification.
- b - Bachelor's Degree and Provisional Certification + 6 hours graduate credit.
- c - Bachelor's Degree and Provisional Certification + 12 hours graduate credit.
- d - Bachelor's Degree and Provisional Certification + 18 hours graduate credit.
- e - Bachelor's Degree and Provisional Certification + 24 hours graduate credit.
- f - Bachelor's Degree + 30 graduate hours and Permanent Certification.
- g - Bachelor's Degree + 36 graduate hours and Permanent Certification.

H. Prior Teaching Experience:

- (1) Full credit for experience gained during the two (2) years directly preceding employment at Newfield Central School;
- (2) One (1) year credit for each two (2) years experience during the eight (8) years directly preceding the two mentioned above.

I. A unit member who has attained a Master's Degree or permanent certification in the tenure area of appointment will receive a \$800 per year stipend. Second semester appointments will receive \$450 for the remainder of the school year

An official transcript must be received by the Superintendent prior to October 1st for the fall semester and March 1st for the spring semester. The master's stipend is not to be included in the individual's base salary.

J. At the time of initial appointment, the District reserves the right to grant a salary beyond the hiring schedule to any individual.

K. Calculation of Salary Adjustment

(1) Salary adjustments or deductions shall be made in accordance with the following percentages for each school day involved:

(a) For teachers on twelve (12) month basis at the rate of 1/240th of present salary.

(b) For all other professionals, at the rate of 1/200th of annual salary.

L. Jury Duty:

Personnel serving on a jury will be compensated at their regular salary.

M. Mileage for School Business:

School vehicles will be used whenever possible. The current Internal Revenue Service rate for mileage will be paid for use of personal vehicle if a school vehicle is not available. If a school vehicle is available and the individual elects to use his own car, the Board of Education will pay thirteen cents (.13) per mile.

N. Longevity Stipend:

Effective July 1, 2007, each unit member who completes fifteen (15) years of service at Newfield Central School District shall receive an annual stipend of \$500. Note: Such stipend will be paid in the last paycheck of the school year at the end of fifteen (15) years of service and in every year thereafter that the bargaining member completes. (e.g.- at the end of years 15, 16, 17, 18, 19)

Effective July 1, 2008, each bargaining unit member who completes twenty (20) years of service at Newfield Central School District shall receive an additional annual stipend of \$400. Note: Such stipend will be paid in the last paycheck of the school year at the end of twenty (20) years of service and in every year thereafter that the bargaining member completes. (e.g.- at the end of years 20, 21, 22, and so forth)

ARTICLE XII
DEDUCTIONS

A. Association Dues/Agency Fee

(1) The Newfield Central School District agrees to deduct from the salaries of the bargaining unit members dues for the Newfield Central School Teachers' Association and its affiliates

or an agency fee in an amount equivalent to the dues levied by the Association. The District shall, within two (2) working days after the last pay date of each month during which dues/agency fee are deducted, transmit the amount collected to the treasurer of the Newfield Central School Teachers' Association. The final transmittal shall be accompanied by a list of each member for whom deductions have been made and the amount deducted for each. If deductions have been made for only a portion of the deduction period, the listing shall show the date of commencement of such deductions.

- (2) The Association named in Section #1 above shall certify to the district, in writing, the current rate of its membership dues/agency fee on an annual basis. The Association shall give the District thirty (30) days notice prior to the effective date of a membership dues/agency fee rate change.
- (3) Deductions shall be made in the following manner: the total annual membership dues for the Association or agency fee (certified as named in #2) shall be deducted in eighteen (18) equal installments beginning with the fourth (4th) pay period of the school year.
- (4) Should the legislation providing for mandatory agency fee be revoked, this section of the contract shall be rewritten to eliminate reference to agency fee.

B. Other Deductions

- (1) Provisions will be made for deduction, upon request, for the following institutions:

- Cornell Federal Credit Union
- New York State United Teachers Member Benefits
 - Vote Cope
- Tioga State Bank of Newfield
- Tompkins County Trust Company
- Chemung Canal Trust Company
- M & T Bank
- Tax Sheltered Annuities:
 - Janus Funds
 - TIAA-CREF
 - Aetna Life Insurance and Annuity Company (Opportunity Plus)
 - Companion Life Insurance Company
 - Fidelity Service Company
 - Metropolitan Life Insurance Company
 - Northwestern Mutual

Employees will pay for any banking fees incurred for these deductions.

- (2) Bargaining unit member authorization shall be in writing on the form provided (see Appendix) in the contract. Additional authorizations submitted at least two (2) weeks prior to any regularly scheduled pay date shall be honored and deductions made for the balance of the scheduled deduction. Bargaining unit members can change deductions or withdraw authorization for same to a maximum of four (4) times during the contract year (i.e. 7/1-6/30) except in emergency situations in which case the member will inform the Superintendent of the nature of the emergency requiring the District to waive the maximum limit.
- (3) A bargaining unit member may withdraw the authorization(s) at any time by written notice that is received by the District at least two (2) weeks prior to the effective pay period. Bargaining unit members can change deductions or withdraw authorization for same to a maximum of four (4) times during the contract year (i.e. 7/1-6/30) except in emergency situations in which case the member will inform the Superintendent of the nature of the emergency requiring the District to waive the maximum limit.
- (4) Notwithstanding #2 and #3 above, enrollment and/or withdrawal in New York State United Teachers' Member Benefits may be authorized only two (2) times a school year--during the month of September and during the month of January.

ARTICLE XIII
CO-CURRICULAR/EXTRA DUTY ACTIVITIES AND ATHLETICS

A. **Extra-Curricular Appointments**

- 1) Any clubs or athletic teams that require extra time outside the regular school day and/or special school expenditures must be approved by the Board of Education on an annual basis. If approved, advisors/coaches will be appointed and positions will be listed on the extra-curricular assignment sheet at the negotiated rate of pay. All advisors/coaches will hold current Red Cross CPR and AED certifications by September 1, 2004. The District shall provide training for advisors and coaches at no expense to members of the Association. However, should a unit member take Red Cross CPR and AED certification

- training outside of the District and at their own expense, they shall not be reimbursed for the cost of such training. A proposal for any additional co-curricular or extra-curricular activities may be made throughout the school year. No bargaining unit member other than coaches or advisors will have as an expectation of employment the requirement that he/she attend functions as an AED administrator.
- 2) Each year prior to April 1st (for Spring sports only contact will be made prior to November 1st), the Superintendent or designee will contact each teacher holding a co-curricular or athletic position. If the incumbent's performance has been acceptable to the District and the incumbent states a desire to continue in the co-curricular/extra duty position, such incumbent shall be recommended for that position. The Board of Education shall act upon such recommendations within one (1) month and the incumbent shall be notified in writing.
 - 3) Those positions shall be deemed vacant for which either the District determines the incumbent's performance is not acceptable or the incumbent expresses a desire not to continue and submits a letter of resignation. Such vacant positions shall be posted not later than May 1st for a period of ten (10) school days. (For Spring sports only, such postings shall occur not later than December 1st) for a period of ten (10) school days. Such postings shall include the duties and compensation for the vacant position. Those teachers requesting new assignments will be asked to indicate preparation for the positions.
 - 4) Qualified bargaining members shall be given priority for co-curricular/extra duty positions. If no bargaining unit member applies within 10 working days of the posting, the District may assign the position to a non-bargaining unit member.
 - 5) If there are no qualified applicants, then the District reserves the right to assign a bargaining unit member to that position.
 - 6) Stipends and Points – Stipends for co-curricular and athletic positions have been established through a points matrix utilizing the following criteria:

- a) Student contact hours beyond the teaching day
- b) Average number of students per advisor/coach
- c) Degree of public exposure and public expectations
- d) Preparation (planning) time
- e) Equipment and materials management
- f) Adults supervised on a regular basis
- g) Instructional and/or organizational skills necessary
- h) Obligated travel supervision

Each point is worth the following dollar amounts:

2006-2007 - \$118

2007-2008 - \$120

2008-2009 - \$122

- 7) Longevity Stipend - A longevity incentive will be awarded to any individual beginning their fifth, tenth or fifteenth consecutive year in the same or similar co-curricular or athletic position (sport specific) with Newfield Central School District. The stipends will be non-cumulative. The incentive will be paid based on a percentage of step one salary in the contract year of 2005-2006 (\$32, 510):

Category	Base Stipend Range	Calculation	5-9yrs	10-14yrs	15yrs and beyond
1	1-14 points	\$ Value	\$293.00	\$439.00	\$683.00
		% of base	.90	1.35	2.10
2	15-23 points	\$ Value	\$390.00	\$585.00	\$910.00
		% of base	1.20	1.80	2.80
3	24 or more points	\$ Value	\$488.00	\$731.00	\$1138.00
		% of base	1.50	2.25	3.50

With regards to the longevity incentive, if after a hiatus, the unit member returns to coaching a sport or similar co-curricular position:

- a) If X coached or advised less than ten (10) years before the hiatus, X begins at starting point and remains at low end for three (3) years, after which X gets all former service credit as a coach or advisor (sport specific) for that following year. It is the responsibility of the coach or advisor to notify the District office of prior experience upon appointment to the position.

- b) If Y coached or advised more than ten (10) years before the hiatus, Y is held at starting level for one (1) year, after which Y gets all former service credit as a coach or advisor (sport specific) for that following year. It is the responsibility of the coach or advisor to notify the District office of prior experience upon appointment to the position.
- 8) Non-certified Coaches and Advisors - For the duration of this contract, coaches who do not hold valid New York State Coaching Certificates will be placed on and remain in the 2002-2003 base coaching step. Non-certified coaches will also not be eligible for Longevity Stipends. For the duration of this contract, individuals filling co-curricular positions who are not certified teachers or teacher assistants in the State of New York will be placed on and remain in the 2002-2003 base step for any co-curricular position in which they have been appointed. Non-certified individuals will also not be eligible for the above described longevity stipends.

B. Co-Curricular Activities

1) Procedures for Establishing a New Co-curricular Activity

All clubs or athletic teams which require extra time outside of the school day or additional expenditures must be approved by the Board of Education on an annual basis. If approved, coaches/advisors will be appointed and positions filled on the extracurricular pay scale at the agreed upon rate of pay. Proposals for additional activities may be made at any time during the school year. Submissions should contain a short and long-range plan to include:

- a) Purpose of the activity;
- b) Proposed meeting times/hours;
- c) Target group/population;
- d) Satisfactory responses to all club requirements as outlined below:
 - i. Active membership (minimum of ten (10) students);
 - ii. Minimum of two (2) meetings per month
 - iii. Officers elected where appropriate
 - iv. Minimum of one (1) exhibit/product/event per school year;
 - v. Fundraising goals;
 - vi. Community service goals;
 - vii. School budget need(s);

viii. Action plan for club due to immediate supervisor by October 1st of each school year;

ix. End of school year report due by June 15th of school year.

2) Co-Curricular Advisor Salary

One half of the salary will be paid in January. The remaining half will be paid in June, pending the completion of all co-curricular assignment responsibilities.

3) Co-Curricular Activities List, Point Value and Advisor Salary

Advisors	Points	2006-07	2007-08	2008-09
6 th Grade	7	826	840	854
7 th Grade	7	826	840	854
8 th Grade	10	1180	1200	1220
9 th Grade	10	1180	1200	1220
10 th Grade	10	1180	1200	1220
11 th Grade	10	1180	1200	1220
12 th Grade	16	1888	1920	1952
High Sch. Stud. Council	18.5	2183	2220	2257
M. Sch. Stud. Council	14	1652	1680	1708
Elem. Stud. Council	11.5	1357	1380	1403
High Sch. Yearbook	29.5	3481	3540	3599
M. Sch. Yearbook	5.5	649	660	671
Elem. Yearbook	5.5	649	660	671
High/Middle Sch. Band	18	2124	2160	2196
High/Middle Sch. Chorus	18	2124	2160	2196
Drama Dir. – 1 Prod./Year	30	3540	3600	3660
Drama Dir. – 2 Prod./Year	34	4012	4080	4148
Drama Asst. –1 Prod./Year	20	2360	2400	2440
Drama Asst.– 2 Prod./Year	21.5	2537	2580	2623
Musical Director	20	2360	2400	2440
Elementary Band	8.5	1003	1020	1037
Elementary Chorus	8.5	1003	1020	1037
High School Honor Society	18.5	2183	2220	2257
Mid. School Honor Society	14	1652	1680	1708
Literary Magazine	8.5	1003	1020	1037
Technology Association	8.5	1003	1020	1037
FHA	8.5	1003	1020	1037
Art Club	10	1180	1200	1220
Varsity Club	8.5	1003	1020	1037
SADD	8.5	1003	1020	1037
Academic Advisors (3)	8.5	1003	1020	1037
M.S. Drama Dir.	15	1770	1800	1830

M.S. Asst. Drama Director	10	1180	1200	1220
Auditorium Manager	22	2596	2640	2684

C. Athletics

- 1) Procedure for establishing a new athletic activity - all clubs or athletic teams that require extra time outside the regular school day or additional school expenditures must be approved by the Board of Education on an annual basis. If approved, coaches/advisors will be appointed and positions filled on the extracurricular assignment sheet at the negotiated rate of pay.

Submissions should include a short and long-term plan including:

- a) Purpose
- b) Proposed target student group
- c) Budget Plan – coach(es), supplies/equipment, transportation, etc.

Plan must be submitted to the Athletic Director by December 1st of the current school year for implementation the next school year.

2) Athletic Salaries

One half of the salary will be paid at the mid-point of the season. The remaining salary will be paid at the conclusion of the season, pending that all responsibilities have been completed and a claim form has been submitted and approved by the Athletic Director.

3) Extra-curricular and Coaching Positions, Point value and Salary Schedule

Position	Points	2006-07	2007-08	2008-09
Athletic Director	50	5900	6000	6100
Varsity Football	34	4012	4080	4148
Assistant Football (2)	20	2360	2400	2440
Modified Football	17	2006	2040	2074
Varsity Boys Soccer	24	2832	2880	2928
Modified Boys Soccer	14	1652	1680	1708
Varsity Girls Soccer	24	2832	2880	2928
Modified Girls Soccer	14	1652	1680	1708
Varsity Volleyball	24	2832	2880	2928
JV Volleyball	18	2124	2160	2196
Varsity Cheerleading – Fall	18.5	2183	2220	2257
Mod. Cheerleading – Fall	14	1652	1680	1708
Varsity Cheerleading – Win.	24	2832	2880	2928
JV Cheerleading – Winter	18	2124	2160	2196
8 th Gr.Cheerleading–Winter	14	1652	1680	1708
7 th Gr.Cheerleading–Winter	14	1652	1680	1708
Varsity Boys Basketball	34	4012	4080	4148
JV Boys Basketball	26	3068	3120	3172

8 th Grade Boys Basketball	14	1652	1680	1708
7 th Grade Boys Basketball	14	1652	1680	1708
Varsity Girls Basketball	34	4012	4080	4148
JV Girls Basketball	26	3068	3120	3172
8 th Grade Girls Basketball	14	1652	1680	1708
7 th Grade Girls Basketball	14	1652	1680	1708
8 th Grade Volleyball	14	1652	1680	1708
7 th Grade Volleyball	14	1652	1680	1708
Varsity Boys Track	30.5	3599	3660	3721
Varsity Girls Track	30.5	3599	3660	3721
Winter Track	30.5	3599	3660	3721
7 th & 8 th Grade Boys Track	16	1888	1920	1952
7 th & 8 th Grade Girls Track	16	1888	1920	1952
Varsity Baseball	27	3186	3240	3294
JV Baseball	20	2360	2400	2440
7 th and 8 th Grade Baseball	16	1888	1920	1952
Varsity Softball	27	3186	3240	3294
JV Softball	20	2360	2400	2440
7 th and 8 th Grade Softball	16	1888	1920	1952

D. Chaperoning of Home Events and Spectator Buses

- (1) All chaperoning of home events and spectator buses will be on a voluntary basis. If, after a reasonable time, there are insufficient volunteers, the school administration shall assign teachers to such chaperoning duties as necessary. This shall be done in a fair and equitable manner. Chaperoning of home events will be compensated at .00107 times the base salary per event for the first three hours (rounded to the nearest dollar). Any hour over three, shall be compensated at the rate of \$10.00 per hour. Chaperoning of spectator buses will be at the rate of .00137 times the base salary per event. Any hour over four shall be compensated at the rate of \$8.00 per hour.

E. Department Chairmen:

The major responsibilities of the department chairperson shall be:

- (1) Will coordinate the submission of an annual budget for the department or unit. Department Chairs may be asked to make subsequent revisions to the initial budget.
- (2) Will hold regular department meetings, at least five (5), over the course of the school year.

- (3) Will visit the classrooms of teachers in the department or unit. Such visits will not be for the purpose of formal observations and/or evaluation. Using peer coaching techniques, Department Chairs will endeavor to provide helpful, constructive feedback to teachers on all aspects of their instructional endeavors. (If necessary, release time will be provided to the team to allow for classroom observation.)
- (4) Will complete a curriculum project germane to the department. Each project will be negotiated on an annual basis. Proposed curriculum projects will be described in sufficient detail that candidates for Department Chair positions will know with some specificity what is expected.
- (5) In most cases, the grade span will be grades 5-12.
- (6) The Department Chairperson(s) will be responsible to the appropriate supervising principal or principals.

ARTICLE XIV **STAFF DEVELOPMENT**

A. **In-Service Education:**

The District will continue to sponsor in-service education programs that are designed to improve the competency of the teaching staff. All elementary, secondary, and special education teachers are expected to participate in appropriate in-service programs. To effectively implement these programs a Professional Development Committee shall be formed for the purpose of planning and organizing in-service workshops. This committee shall present their proposal to the Board of Education for its consideration by the regular June Board of Education meeting. This shall not preclude the addition of other in-service programs.

B. **Teacher Mentoring Program**

The District and the Association agree to participate in a teacher mentoring program, in part, to fulfill the proposed NYS Education Department's requirement to have such a program for a candidate for a professional certificate in the first year of employment, unless the unit member has formerly successfully completed two (2) years of teaching experience in which case a mentor will not be assigned. If at any time during the life of this Agreement the NYS Education

Department abolishes or fails to implement this requirement under part 80.3.4 of the Commissioner's Regulations, the provisions of the Agreement relating to this mentoring program shall be null and void.

1. Procedures

- a) A committee of three (3) teacher unit members to be selected by the Association will consider and recommend appropriate mentors to the Superintendent for his approval.
- b) Each recommended mentor will:
 - i. Be a volunteer
 - ii. Be tenured
 - iii. Be certified in the area in which s/he is to mentor
 - iv. Have knowledge of instructional/learning theory
 - v. Have the ability to transfer teaching theory into practice
 - vi. Have interpersonal and communication skills
 - vii. Have an understanding of the concept and value of continuous professional development
 - viii. Have the ability to hold certain information confidentially
- c) The teacher committee will recommend a teacher to mentor the first year teacher. The Superintendent, if he agrees with the recommendation, will make this recommendation to the Board for its approval.
- d) The mentor teacher and the appropriate building administrator will plan for release time when the mentor may observe the teacher and assist in classroom planning. This shall not conflict with the mentor's lunch and preparation periods.

2. Confidentiality

- a) Consultations and observations by the mentor shall be advisory and confidential to the mentor, mentee and the building administrator. The evaluation of the mentee teacher is to be as set forth elsewhere in the Agreement.

- b) The mentored teacher is not to evaluate the performance of the mentor other than to be able to communicate to the building administrator that the mentor/mentee teacher relationship is not working.
- c) The mentor is not to formally evaluate the performance of the mentee as that process is the responsibility of the District.

3. Compensation.

A mentor will receive an annual honorarium of \$250 or pro rata share if assigned for a period less than one year. For the 2004-05 school year and following, the annual honorarium is to be \$300 or pro rata share.

C. Educational Credits for Teachers who are Provisionally or Initially Certified

After July 1, 1986, the District will reimburse each teacher who earns graduate credits toward his/her master's degree that is required for permanent certification in the tenure area of his/her probationary appointment.

This is subject to the following conditions:

- (1) All credits must be at the graduate level and be part of a matriculated program for a master's degree.
- (2) The degree is to be necessary for permanent certification in the tenure area of the teacher's probationary appointment.
- (3) The teacher must matriculate at a fully accredited college or university with a graduate program recognized by the New York State Education Department.
- (4) The teacher must have completed one year of teaching at Newfield Central School and be returning the following school year.
- (5) A teacher who completes credits toward his/her degree in one semester must return and teach at Newfield Central School the following semester in order to be reimbursed. (i.e. If the credits are earned in the fall, the teacher must teach the next spring at Newfield Central School. If the credits are earned in the spring or summer, the teacher must teach in the fall at Newfield Central School.)

- (6) In the event that a teacher does not teach for the entire semester, and has been compensated for graduate credit earned during the previous semester, that teacher will reimburse the District any and all amounts paid to him/her for graduate credit during the previous semester.
- (7) Teachers will be reimbursed up to the rate of the current tuition of the State University of New York upon submission of the proper bills and official transcripts indicating successful completion of the credits.
- (8) Graduate credits earned under this program entitle the teacher to compensation as outlined in Article XIV - E (below).
- (9) The District will reimburse Teaching Assistants at the SUNY rate for undergraduate credits up to the Bachelor's Degree level or graduate credits taken up to the Master's Degree level, not to exceed twelve (12) credits per school year. Courses taken by Teaching Assistants for reimbursement must be approved by the Superintendent, who will use Section XIV, paragraph C, as the criteria for approval.

D. Educational Credits for Teachers who are Permanently or Professionally Certified

In order to encourage teachers to maintain and/or improve their teaching skills, the District will: Reimburse up to the rate equal to the tuition for graduate credit or undergraduate credit at State University of New York (Cortland in the event that different tuition rates are set by S.U.N.Y.) any teacher on the Newfield faculty who successfully completes graduate or undergraduate credits that are germane to his/her teaching assignment.

The following conditions apply to this program:

- (1) All courses must be taken at an accredited college or university recognized by the State of New York.
- (2) All courses must be approved in advance.
- (3) The courses must be germane to, but not necessarily in the teacher's assignment.
- (4) The District will reimburse up to six (6) credits in a school fiscal year (7/1 - 6/30).
- (5) Teachers will be reimbursed up to the rate of the current tuition rate of the State University of New York upon the submission of the proper bills and official transcripts.

- (6) Credits earned under this program are not eligible for compensation under XIV - E (below).
- (7) The District agrees to reimburse unit members for the reasonable cost of official college fees for such items as “college fee”, “transportation fee”, “activity fee”, “technology fee”, “athletic fee”, and “parking fee” not to exceed \$150 per semester upon the submission of paid bills and official transcripts demonstrating completion of coursework associated with such college fees.

Any teacher or teaching assistant who requests reimbursement for the costs of the above described college fees must return and teach at Newfield Central School the following semester in order to receive such reimbursement. If a teacher claims reimbursement for official college fees paid for in the spring or summer, the teacher must return to teach in the fall semester. In the event that the teacher or teaching assistant does not return the semester following paying for such fees, they are not entitled to reimbursement. If a teacher or teaching assistant does not teach the entire semester following such reimbursement, and has been compensated for college fees expensed during the previous semester, that teacher or teaching assistant will reimburse the District any and all amounts paid to her/him the previous semester.

E. Graduate Credit:

1. Teachers shall earn an additional \$200 for every 6 hours block of graduate credit earned in a program which leads to permanent certification in the tenure area of appointment.
2. Teachers shall earn an additional \$200 for every 6 hour block of District approved in-service training which they successfully complete.
3. Second semester credits will receive \$100 for every 6 hour block of hours for the remainder of that school year.
4. No additional compensation for graduate hours will be paid beyond the unit member's attainment of permanent certification in the tenure area of appointment unless it has the prior approval by the Board of Education.
5. The hours credited for additional compensation are only those hours earned after July 1, 1981.

6. Teachers eligible for additional compensation for six (6) or more additional graduate hours must provide official transcripts to the Superintendent prior to October 1st or March 1st of each year in order to receive compensation.
7. In order to receive in-service credit, a unit member must receive prior approval from the Superintendent. Fifteen (15) in-service hours equal one (1) hour of in-service credit for compensation purposes. Salary adjustments will be made in blocks of six (6) hours with no more than half of the graduate credits being in-service credits.
8. In-service credit is available only if the teacher assumes all expenses incurred by taking the in-service program. If a teacher's expenses are paid by the District, including a daily stipend, the teacher cannot use the in service toward salary adjustments.
9. Teaching Assistants will not be given salary compensation under Article XIV, section E, Graduate Credit.

ARTICLE XV **RETIREMENT**

A. Retirement - Cumulative Sick Leave:

- (1) Each unit member who retires from teaching will be compensated for each day of sick leave that the teacher has accumulated at the effective date of the teacher's retirement at a rate of sixty dollars (\$60.00) per day.
- (2) In order to be eligible for this benefit, the teacher must be eligible to retire according to the rules and regulations of the New York State Teachers' Retirement System or the New York State Employees Retirement System and must give written notice to the District no later than one hundred twenty (120) days prior to the effective date of the teacher's retirement. Payments will be made in a lump sum within thirty (30) days following the teacher's retirement.
- (3) Teacher Assistants covered by this agreement who retire while employed by the Newfield Central School District, will be compensated at the rate of \$30/day for each day of sick leave that the employee has accumulated.

B. Eligibility of Health Insurance (Retirees)

- (1) In order for Newfield Central School employees to be eligible for health insurance at the time of their retirement they must have fifteen (15) years of service with the Newfield Central School District, and be employed by the District at the time of their retirement. This applies to all employees hired after July 1, 1980.
- (2) The health insurance premium paid by the District for retirees will be frozen at the rate the District is paying at the time of the employee's retirement. For those already retired, the maximum rate of contribution shall be the rate paid as of July 1, 1982.
- (3) If a rate is negotiated that is less than what the District pays for any retiree, the new lower rate will become the maximum rate that the District will pay for each individual retiree.
- (4) It will be the retiree's responsibility to make payments to the District for the difference between the District's maximum contribution and the actual cost. The retiree shall make a quarterly payment on or before every calendar quarter, i.e. January 1, April 1, July 1, and October 1.

ARTICLE XVI **INSURANCE**

A. The District will participate in the Tompkins-Seneca-Tioga BOCES Cooperative Employee Benefits Fund or its equivalent (current level of benefits or better 7/1/86) as follows:

(1) Individual Plan

- 2006-07- Employee pays \$600 and the employer pays the remainder of the cost of the premium. This is retroactive to July 1, 2006
- 2007-2008- Employee pays \$650 and the employer pays the remainder of the cost of the premium.
- 2008-2009- Employee pays \$675 and the employer pays the remainder of the cost of the premium.

(2) Family or Two Person Plan - The District agrees to pay eighty-five percent (85%) of the cost of the plan and the employee is to pay fifteen percent (15%) of the cost of the plan.

- a) For the 2006-07 school year: the employee contribution for a family plan or two (2) person plan shall not exceed \$2,250 per plan year. This is retroactive to July 1, 2006.

b) For the 2007-08 school year: the employee contribution for a family plan or two (2) person plan shall not exceed \$2,400 per plan year.

e) For the 2008-09 school year: the employee contribution for a family plan or two (2) person plan shall not exceed \$2,550 per plan year.

Effective on July 1, 2003 the District will offer a prescription drug plan that provides for \$0 employee co-pay per fill for generic drugs, \$10 employee co-pay for preferred brand name drugs.

Effective on July 1, 2007, or as soon thereafter as is reasonably possible, the District will offer a prescription drug plan that provides for a \$0 employee co-pay per fill for generic drugs, \$10 employee co-pay per fill for preferred brand name drugs and a \$25 per fill for non-preferred brand name drugs.

B. The stipend paid for not electing to use the health insurance program is to be \$850 for the life of the Agreement. Such stipend shall be paid with the last paycheck of the school year.

C. Dental Insurance

The District will offer dental insurance under the Guardian plan or under a mutually agreed upon plan that offers comparable benefits. Employees who elect coverage are responsible for the full premium cost of coverage. Elections to participate and authorizations for payroll deductions for premium payment must be made in writing on forms to be provided by the District. The District's obligation to offer dental insurance is conditioned on sufficient employee participation to permit the District to secure group coverage.

D. Flexible Spending Plan

1. The District agrees to make available the opportunity to set up flexible spending accounts for unit members which may be used for the unit employee's share of health insurance premiums, for unreimbursed medical expenses and for dependent care. Any such accounts will be required to meet all state and federal tax laws and regulations. With regard to unreimbursed medical expenses, the maximum amount of money that may be allocated shall be \$5000 per plan year. The District agrees to pay startup administrative costs and the

Association agrees to help the District sign up as many participants as is reasonably possible to keep the administrative costs at a minimal level.

E. The employee annual deductible for the health care plans is to be as follows:

(1) \$100 individual plan;

(2) \$100 per person to a maximum of 3 for a family and two-person plan.(Maximum Dollar amount equals \$300)

F. The District agrees to set up Section 105 accounts for each unit member. Effective with the first plan year in the 2006-2007 school year, if reasonably possible to do in terms of setting it up, the District agrees to pay into each unit members §105 plan account the sum of \$100 per year. The parties agree that the §105 plan account must be in compliance with all federal and NYS Laws. To the extent permitted by law and plan regulation, the money in these §105 plan accounts may be rolled over from plan year to plan year. In addition, to the extent permitted by Law, the District agrees to design a plan which will allow, at the time of retirement, for the use of any former unit member who has such an account, of the money therein for a period of time extending out two (2) calendar years from the date of retirement. The District agrees to pay the administrative fees for active unit members for these accounts. Upon retirement, the administrative fees will be paid out of the former unit member's §105 plan account.

ARTICLE XVII **RELEASED TIME**

A. The District will continue its policy of granting released time based on the individual merits of each proposal. Previous policy shall not be regarded as a precedent for any future determination by the District.

B. Parent-Teacher Conferences - Efforts will be made by both parties to develop an alternate acceptable release time schedule.

C. Retirement Delegate:

The District will grant up to two (2) days leave of absence per year to the duly elected voting delegate from Newfield Central School to the New York State Teachers' Retirement System. These two (2) days will not be deducted from the teacher's sick leave or personal leave.

ARTICLE XVIII
GRIEVANCE PROCEDURE

A. **Declaration of Policy:**

In order to establish a more harmonious and cooperative relationship between teachers, administrators and members of the Board of Education, which will enhance the educational program of the Newfield Central School District, it is hereby declared to be the purpose of these procedures to provide a means for orderly settlement of differences, promptly and fairly, as they arise and to assure equitable and proper treatment of teachers pursuant to established rules, regulations and policies of the district.

B. **Definitions:**

- (1) **Grievant** - Shall mean any member of the bargaining unit or any group of such members. Grievant shall also mean the Newfield Central School Teachers' Association.
- (2) **Supervisor** - Shall mean any principal, assistant principal, immediate supervisor or other administrative or supervisory officer responsible for the area in which an alleged grievance arises.
- (3) **Superintendent** - Shall mean the person charged by the Board of Education with the responsibility for the administration of its policies.
- (4) **Representative** - Shall mean the Newfield Central School Teachers' Association.
- (5) **Grievance** - Shall mean any claimed violation, misinterpretation or inequitable application of this Agreement.

C. **Basic Principles:**

- (1) It is the intent of these procedures to provide for the orderly settlement of differences in a fair and equitable manner. The resolution of a grievance at the earliest possible stage is encouraged.
- (2) A teacher shall have the right to present grievances in accordance with these procedures, free from coercion, interferences, restraint, discrimination or reprisal.

- (3) A teacher shall have the right to be represented at any stage of the procedure. If he chooses to be represented, the Newfield Central School Teachers' Association shall be the representative.
- (4) Each party to a grievance shall have access to all written statements and records pertaining to such case.
- (5) All hearings shall be confidential and all documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel file of the grievant.
- (6) The time limits specified, herein, may be waived or extended only by written agreement.
- (7) Except for the informal decisions at Stage I, all decisions shall be rendered in writing, setting forth finding(s) and supporting reasons thereof. Each decision shall be promptly transmitted to the grievant and the Association president.
- (8) If the grievance affects a group of grievants or appears to the Association to be associated with system-wide policies, it may be submitted by the Association directly at the Superintendent's level. If the grievance does not involve the grievant's immediate supervisor, it may be submitted directly at the Superintendent's level.
- (9) Forms for filing grievances and forwarding appeal notices are as attached (See Appendix D). The Superintendent shall have them printed and distributed so as to facilitate operation of the grievance procedure.
- (10) For purposes of this article, school days refer to days when teachers are required to be in attendance.

D. Procedures:

1. Immediate Supervisor

- a. Informal Stage - The grievant shall orally present his grievance to his immediate supervisor who shall orally and informally discuss the grievance with the grievant. This shall be within thirty-five (35) school days of the knowledge of the incident complained of in the grievance. The Supervisor shall render his verbal decision within three (3) school days after the grievance has been presented to him. If the

grievance is resolved, the Association President shall be informed of the resolution. If the grievance is not satisfactorily resolved at this stage, the grievant may proceed to the formal stage.

- b. Formal Stage - Within five (5) school days of receiving the verbal response from the immediate supervisor, the grievance shall be reduced to writing and presented to the immediate supervisor. Within ten (10) school days of receipt of the written grievance, the immediate supervisor shall render a written decision. If the grievance is not satisfactorily resolved at this stage, the grievant may proceed to the Superintendent's level.

2. Superintendent

- a. Within fifteen (15) school days of receiving the written response from the immediate supervisor, the grievant may appeal to the Superintendent for a hearing.
- b. Within ten (10) school days after receipt of the appeal, the Superintendent shall hold a hearing with the grievant, an Association representative, and the immediate supervisor involved at the previous stage, if any. Either party may present witnesses to speak on their behalf.
- c. Within ten (10) school days of the hearing, the Superintendent shall render a written decision.

3. Board of Education

- a. Within fifteen (15) school days of receiving the written response from the Superintendent, the grievant may appeal to the Board of Education for a hearing.
- b. The hearing shall be at the next regular Board of Education meeting if said meeting is within fourteen (14) days of receipt of the appeal. Otherwise, the Board of Education shall hold a special meeting. The hearing shall be conducted in Executive Session.
- c. The hearing shall include the grievant, an Association representative, and the immediate supervisor, if any. Either party may present witnesses to speak on their behalf.

d. Within ten (10) school days of the hearing, the Board of Education shall render a written decision.

4. Binding Arbitration

a. If the grievant and/or the Association are not satisfied with the response from the Board of Education, and the Association determines the grievance is meritorious, the Association may elect to proceed to binding arbitration by written notice to the Superintendent. Such notice shall be filed within ten (10) school days of the receipt of the Board of Education decision.

b. The parties shall be bound by the rules and procedures of the American Arbitration Association.

c. The arbitrator's decision will be in writing and will set forth his findings, reasonings and conclusions on the issues submitted. The arbitrator shall have no 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 the Agreement. The arbitrator shall have only the power to interpret what the parties to the Agreement intended by the specific clause in the Agreement which is at issue. The arbitrator shall not have the authority to substitute a judgement as to the degree of discipline.

d. The decision of the arbitrator shall be binding.

e. The cost of the arbitration shall be borne equally by the District and the Association.

ARTICLE XIX
DUTIES AND RESPONSIBILITIES OF THE TEACHER

A. Duties and Responsibilities of the Teacher:

- (1) To administer the classroom and its educational program.
- (2) To provide the curricular and extra-curricular activities appropriate to the educational level of the child.
- (3) To help plan the school program.
- (4) To participate in the in-service program of the school.
- (5) To work with parents and other school personnel in planning for each child.
- (6) To care for and account for school property.

- (7) To work closely with colleagues.

ARTICLE XX
DISTANCE LEARNING

A. PURPOSE

1. **Expanded Educational Opportunities**

The Distance Learning project is designed to offer expanded learning opportunities for students enrolled in the school through the use of interactive television and related technologies. This involves a live classroom teacher providing simultaneous instruction to students located in other locations throughout the service area. It is understood that the potential for this medium of instruction is as yet undefined even though initial ventures demonstrate that both the means of delivery and program quality can have a positive impact on both the breadth and depth of current offerings.

B. RETENTION OF RIGHTS FOR PARTICIPANTS

1. It is the intention of the parties that all of the rights, powers, prerogatives and authority that the school District had prior to the signing of this agreement are retained and what with the exception of specific provisions of this agreement the school district shall have the unrestricted right to manage its affairs.
2. The Teachers' Association shall retain all of the rights, powers, and authority that it possessed prior to the signing of this agreement. Nothing contained within this agreement shall be construed as a waiver of any rights the Teachers' Association possessed prior to entering into this agreement.

C. OTHER ITEMS

1. The District shall provide the necessary equipment and supplies for instruction in the receiving district.
2. A District employee may be assigned to the receiving class to provide assistance to the students and be available to operate cameras or other equipment and be available to liaison with the transmitting teacher.

3. If the employee thus assigned is a member of a negotiating unit, maintenance of equipment shall not be his or her responsibility. If the unit member assigned is required to attend meetings in the sending school, the District shall be responsible for mileage. If the person assigned is requested to attend meetings outside of normal work time, the meetings must be mutually agreeable times and at the employee's option, she/he may elect either release time on a 1 to 1 ratio or \$14 per hour.
4. If the District assigns a teacher to a receiving class, such assignment shall be part of the teacher's normal teaching load.
5. All grading school work and tests shall be done in the transmitting school district by the transmitting teacher who will cooperate with the appropriate building principal in the receiving district.
6. Visitors/Access Program
Distance learning sites should be open to parents and visitors from the public and other school personnel on an appointment basis. A unit member who is a distance learning instructor who provides for such visitation at non-work times shall be given release times mutually agreed upon by the building principal and the instructor or \$14 per hour.
7. Ownership and Title to Equipment and Instructional Materials
Ownership of materials, equipment, and textbooks shall be retained by the school district purchasing the item. Any material produced for transmission shall be considered as a work for hire and the transmitting school district shall retain the copyright. The receiving school district shall be granted a non-exclusive license and right to use such material in its school district for instructional training purposes.
8. Web-Based or On-Line Classes
With the goals of creating both skilled lifelong learners and creating more educational options that, due to the small size of the Newfield School District are otherwise not economically viable, the District will offer students in their Junior and Senior years of High School opportunities to take elective courses via the World Wide Web.

- a. These web based or online courses will be college credit bearing coursework that the Newfield District will purchase from a third party. In the 2005-06 school year the District will purchase such coursework from the Tompkins-Cortland Community College and the SUNY Learning Network.
- b. The District will continually evaluate additional sources of such programming and, where appropriate, contract with accredited institutions that provide online classes that best meet the needs of individual students for elective instruction.
- c. The District and the Association will discuss the courses that are available and the District will consider any and all recommendations made by the Association regarding the selection of courses to be offered to Newfield Central School District students.
- d. Students who participate in on-line classes shall do so only under the general supervision and guidance of a faculty on-line course mentor. The mentor's role and responsibility will be to monitor student progress and offer support as necessary for a student who takes an on-line class;
- e. Selection of materials, planning and delivery of instruction, evaluating assignments and issuing grades will be the sole responsibility of the vendor of each on-line class. Technical support and the supply and maintenance of all necessary computer equipment will be the responsibility of the Newfield District.
- f. An on-line mentor may be a teacher or teaching assistant.
- g. In the computation of a teacher or teaching assistant's workload, the assignment of up to sixteen individual students shall be considered equivalent to the assignment of one (1) teaching period.
- h. Online courses offered to Newfield students shall not supplant existing courses. If subscription to any one particular online course exceeds ten (10) students, the District will make every effort to offer that course as a traditionally taught class.
- i. The District acknowledges and confirms that participation in web-based or online instruction shall not be used by the District to argue that the Association may have

waived any rights that may exist with regard to the exclusivity of bargaining unit work. The District also agrees that mentoring of web-based or online courses, in whole or part, involves bargaining unit work.

- j. The District agrees that no teacher or teaching assistant shall be subject to a reduction in force, in whole or part, as a result of the District's offering students the opportunity to participate in web-based or online instruction.

ARTICLE XXI

RIGHT OF REPRESENTATION

- A. Right of Representation: Any teacher shall have the right of representation in any meeting with his or her supervisor or the supervisor's designee. The administrator will advise the teacher of the right to representation prior to any meeting dealing with disciplinary or discharge issues.

ARTICLE XXII

MISCELLANEOUS

- A. Physical Examinations:
 - (1) Each teacher shall have a physical examination on his/her first year at Newfield Central School and the year he/she commences his/her tenure appointment.
 - (2) These examinations will be at the expense of the school district if done by the school physician, otherwise the teacher will bear the expense.
 - (3) The District reserves the right to require other medical examinations. The District will bear the expense of any other medical examinations that it requires.
- B. Building Plans: The District will continue its policy of involving all staff in any building and/or renovation plans.
- C. Tuition Free Attendance: Basic tuition fees will be waived for children of Newfield Central School District teachers who live outside of the District yet wish their children to attend educational programs which are available, pre-kindergarten through twelfth grade in the Newfield Central School District. If a teacher becomes disabled, tuition will be waived for only the remainder of that school year.

- D. The District shall endeavor to keep all employees fully informed of school policies and programs to enable them to work most effectively.

ARTICLE XXIII
SAVINGS CLAUSE

A. Savings Clause:

Should any part of this Agreement be rendered or declared illegal or invalid by legislation, or any other established or to be established governmental administrative tribunal, such invalidation shall not affect the remaining portions of the Agreement.

B. Required Language

It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of law, or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

ARTICLE XXIV
ASSOCIATION RIGHTS

A. Newfield Central School Teachers' Association Meetings:

The Newfield Central School Teachers' Association may schedule two (2) meetings per month after the students' regular school day. These will be scheduled, in writing, at least two (2) weeks in advance with the school administration. Under normal circumstances, the administration shall make every effort not to schedule any department or administrative meetings that conflict with these meetings, provided that the Association gives the requisite notice.

B. Association Leaves

Effective July 1, 2006, the Association shall be granted up to nine (9) paid leave days per year for the purposes of conducting Association business with the cost for the substitute teacher for days eight (8) and nine (9) being borne by the Association. The Association President shall notify the Superintendent in advance of the teacher to be credited with such leave days and the date of such absences.

C. President Release Time

The President of the Association shall be relieved for one (1) duty beyond the regular teaching assignment. If the President teaches in the high school or middle school (grades 7-12) the teacher shall be relieved of a daily study hall (or other such duty as determined by the teacher and the building principal). If the President teaches in the elementary or middle school (grades Pre-K - 6) the teacher shall be relieved of cafeteria/playground supervision.

D. Association Business Time

The President, Chief Negotiator and Grievance Chairperson shall be permitted to use non-instruction time for Association business when in the best interest of both parties.

E. Policy Book

The District shall provide the Association President with a copy of all Board policies. The President shall receive the policies within two (2) weeks after the final approval by the Board of Education. A copy of the Board policy book will be in each District library.

DURATION OF AGREEMENT

This agreement is made and entered into on this 6 of November, 2006, by and between the District and the Association.

This agreement shall be effective upon ratification by both parties and continue in effect through June 30, 2009.

Both parties agree that all negotiable items in this agreement have been discussed and that no item in this agreement will be reopened during the duration of this agreement except by mutual consent.

ASSOCIATION

By Barbara Hesterweil
President

By Jary M. Emerson
Chief Negotiator

DISTRICT

By [Signature]
Superintendent of Schools

By Linda M. Korbel
President, Board of Education

Dated this 6 day of November, 2006.

APPENDIX A
EMPLOYEE LEAVE REQUEST

Name of Employee: _____

Date(s) Requested: _____

Check one: _____ All Day _____ AM only _____ PM only

Please check the appropriate reason for leave:

_____ Personal Day

_____ Vacation Day

_____ Bereavement Leave
Name of Deceased _____
Relationship to Employee _____

_____ Other (Jury Duty, Unpaid Leave, Vacation)
Give Details: _____

All leaves are granted per the appropriate provisions of the negotiated agreements between the Newfield Central School Teachers' Association, the CSEA and the Newfield Central School District.

Employee's Signature _____ Date _____

Supervisor's Signature _____ Date _____

_____ Approved

_____ Denied

Superintendent's Signature _____ Date _____
or Business Administrator's

Employee's Copy (white)

Superintendent (yellow)

Business Office (pink)

Supervisor (gold)

APPENDIX B

Evaluation/Observation Materials

Evaluation/Observation

Evaluation/Observation is the assessment of an individual's professional effectiveness and development in the total school environment.

The major goal of such Evaluation/Observation in the Newfield Central School District is to provide a process which facilitates the improvement and enhancement of classroom instructional practices, with positive impact on students, staff and administrators.

As a guideline to such an Evaluation/Observation process, teachers and administrators should refer to "The Skills and Attributes of Effective Teachers."

The purposes of the Evaluation/Observation process is to:

- ◆ Improve instruction
- ◆ Encourage work toward personal, professional, and district goals
- ◆ Recognize and encourage professional growth and development
- ◆ Reinforce excellent teaching
- ◆ Provide a basis for making decisions about tenure status, retention or dismissal of staff members

The following tools used in the Evaluation/Observation process:

1. Pre-Conference: optional for tenured teacher; minimum of one for non-tenured teachers
2. Observation notes (optional use by administrator) (not to be included with Performance Summary)
3. Performance Summary
4. Performance Evaluation

Time line:

Non-Tenured Observations

(pre-conference, observation, post-conference)
complete all 3 by March 31

Tenured observations

completed by May 15

All End of Year Evaluations

Completed by June 15

The Skills and Attributes of Effective Teachers

Knowledge

1. Demonstrates knowledge of the subject area.
2. Demonstrates a knowledge of district adopted curricula.

Instructional Strategies

1. Facilitates optimum learning through implementation of effective planning and principals of instruction.
- *2. Plans for effective use of time and resources in setting goals and meeting student needs.

Learning Environment

1. Organizes learning environment to maximize student time on task.
2. Maintains behavior conducive to learning.
3. Uses strategies to motivate students for learning.
4. Maintains a climate of courtesy and respect.

***Professional Qualities/Involvement**

1. Contributes to the total school effort.
2. Interacts and communicates effectively.
3. Engages in professional development.
4. Follows current policies, practices, regulations, and procedures of school district/building.

****End-of-Year Evaluation***

Indicators of the Skills and Attributes of Effective Teachers

I. Knowledge

1. **Demonstrates knowledge of the subject area**
 - demonstrates a knowledge, understanding, and application of subject matter.
 - *keeps apprised of developments in techniques, philosophy, and content through professional reading and inservice.
2. **Demonstrates a knowledge of district adopted curricula**
 - aligns lesson plans with district adopted curricula.
 - *cooperates in development, coordination, and evaluation of instructional programs based upon district's curriculum goals.

II. Instructional Strategies

1. **Facilitates optimum learning through implementation of effective planning and principles of instruction**
 - Teaches to an objective
 - Teaches at levels appropriate to individual student abilities
 - Provides diverse opportunities for successful student participation and response
 - Uses a variety of instructional techniques appropriate to the lesson or activity (discussion, group learning, demonstration, hands-on participation, computer networking, etc)
 - Monitors and/or evaluates student understanding and adjusts instructional methods accordingly
 - Uses instructional time effectively
 - Facilitates transitions from one activity to another
2. **Plans for effective use of time and resources in setting goals and meeting student needs**
 - Develops short and long-term goals which reflect purpose, continuity and correlation to curriculum
 - Designs daily lesson plans appropriate to students' abilities and learning styles
 - Selects appropriate materials and resources to implement instructional plans
 - Considers diverse methods of lesson presentation
 - Integrates element of creative and critical thinking skills into content area learning and application
 - Evaluates and documents student progress through a variety of formal and informal assessment tools.

III. Learning Environment

1. **Organizes learning environment to maximize student time on task**
 - organizes and arranges classroom to facilitate learning
 - maintains orderly system for duties (attendance, announcements, distributing and collecting materials and assignments).
2. **Maintains behavior conducive to learning**

- clearly defines and communicates behavior expectations to students
- monitors behavior and provides appropriate feedback to students
- deals effectively with inappropriate behavior.
- establishes and applies rules with fairness and consistency

3. Uses strategies to motivate students for learning

- relates content to student interests/experiences
- reinforces/praises learning efforts of students
- challenges student while providing for individual differences

4. Maintains a climate of courtesy and respect

- strives to develop an understanding of and respect for cultural and individual differences.

IV. Professional Qualities/Involvement

1. Contributes to the total school effort

- establishes cooperative school atmosphere through relationships with colleagues
- contributes constructively to committees, faculty meetings and other school system groups
- engages in curricular development
- promotes/supports school-related activities

2. Interacts and communicates effectively

- communicates and interacts effectively with parents
- respects confidential information

3. Engages in professional development

- pursues opportunities for professional growth
- is aware of relevant and current issues in education
- shares in building/district curriculum work where appropriate

4. Follows current policies, practices, regulations and procedures of school district/building

- maintains appropriate records
- is responsible in the use and care of school equipment, materials, and facilities
- performs professional assigned duties
- is punctual and regular in attendance

NEWFIELD CENTRAL SCHOOL DISTRICT
Observation Pre-Conference

School Year _____ - _____

Teacher:	Signature:
Teaching Assignment:	Building:
Administrator:	Signature:
Pre-Conference: ___/___/___	Observation: ___/___/___ Time: ___/___

What is the most important objective in the lesson?

How will you know the students have learned?

General comments

Copies: Teacher
Administrator
Personnel File

NEWFIELD CENTRAL SCHOOL DISTRICT
Teacher Observation

Teacher:	
Subject/Setting: _____ / _____ / _____	Time: ____ / ____
Observation Notes (optional use by administrator)	

NEWFIELD CENTRAL SCHOOL DISTRICT
Performance Summary
(Post-Conference)

School Year _____ - _____

Teacher:	Signature:
Administrator:	Signature:
Date of Observation: ___/___/___	Date of Meeting: ___/___/___

(Refer To The Skills And Attributes Of Effective Teachers)

Description of Lesson

Knowledge

Instructional Strategies

Learning Environment

NEWFIELD CENTRAL SCHOOL DISTRICT
Performance Summary

Additional Comments

Teacher's Comments

Copies: Teacher
Administrator
Personnel File

NEWFIELD CENTRAL SCHOOL DISTRICT
End-Of-Year
Performance Evaluation

School Year _____ - _____

Teacher:	Signature:
Administrator:	Signature:
Date of Meeting: ____/____/____	

(Refer To The Skills And Attributes Of Effective Teachers)

Knowledge

Instructional Strategies

Learning Environment

NEWFIELD CENTRAL SCHOOL DISTRICT
End-Of-Year
Performance Evaluation

Professional Qualities/Involvement

Additional Comments

Teacher's Comments

Copies: Teacher
Administrator
Personnel File

Pupil Personnel Evaluation

Employee:
Administrator
Date:

Signature:
Signature:

I. Counseling:

- Provides specialized counseling, advocacy, and casework services, individually and in groups.
- Formulates goals and objectives.
- Maintains positive and effective counselor-student interactions.
- Utilizes crisis management and intervention techniques.
- Makes referrals to outside agencies when appropriate.

Comments:

II. Consultation & Collaboration:

- Uses effective forms of oral and written communication.
- Collaborates with families, teachers, students, and outside agencies.
- Maintains positive and effective interpersonal relationships.
- Consults with staff to provide appropriate intervention to address behavioral, emotional and social needs of children. School Psychologist should also provide intervention in terms of academic needs of children.
- Assists administrators in developing and providing educational programs and materials for students, families, and staff that address the goals and mission of the school district.

Comments:

III. Assessment, Prevention & Intervention:

- Demonstrates knowledge of problem identification and analysis.
- Uses appropriate instruments, techniques and procedures.
- Helps others generate prevention & intervention strategies, implement plans, and monitor progress.
- Recognizes and initiates efforts to address needs and gaps in curriculum, programs and support services in the greater school community.

Comments:

IV. Professional Practices & Conduct:

- Manages the assigned duties effectively.
- Demonstrates and seeks to expand professional knowledge.
- Maintains confidentiality and ethical standards of profession.
- Demonstrates and promotes awareness of multicultural and diversity issues.
- Co-manages and/or supervises interns and staff of prevention and intervention programs.

Comments:

V. Other:

Comments:

VI. Employee Comments:

Newfield Middle School School Counselor Evaluation

2003-2004

Counselor:	Signature:
Administrator:	Signature:
	Date of Meeting: ____/____/____

Process

The evaluation is based on performance in six areas:

- Program Planning
- Counseling
- Consulting
- Coordinating
- Student Appraisal
- Professional Practices and Development

The evaluator and the counselor will provide evidence of performance in each of these areas.

Evaluation

I. Program Planning

- Organizes the counseling program by assessing needs, setting goals, and formulating a plan of action and program evaluation.
- Initiates and coordinates school-wide guidance and counseling activities.
- Manages time effectively and provides services on schedule.
- Maintains an organized, functional, and up-to-date office/counseling center.

Comments:

II. Counseling

- **Demonstrates knowledge of counseling theories by selecting appropriate models and techniques.**
- **Uses appropriate counseling processes and techniques to meet developmental, preventative, and remedial needs of students.**
- **Follows up to monitor group progress.**

Comments:

III. Consulting

- **Demonstrates knowledge of consulting processes and techniques with students, parents, teachers, and administrators.**
- **Assists parents and teachers in understanding and responding to developmental levels of students.**
- **Presents instructional/information program to groups of students, parents, and teachers**
- **Interprets achievement and aptitude test data to assist school staff with curriculum planning.**

Comments:

IV. Coordinating

- **Communicates effectively with students, parents, and staff.**
- **Advocates for all students.**
- **Assists teachers with the integration of guidance activities into the curriculum.**
- **Shares appropriate information about students with school personnel, parents, and community agencies.**
- **Makes appropriate referrals of students to school and community programs.**
- **Assists with coordination of student services in the school.**
- **Assists with coordination of the school's annual testing program.**

Comments:

V. Student Appraisal

- **Interprets testing results and other student data accurately.**
- **Conducts non-standardized educational assessment according to professional practices.**
- **Uses standardized tests and inventories according to published practices and professional standards.**
- **Assures that testing conditions and the administration of standardized test in the school are appropriate.**

Comments:

VI. Professional Practices and Development

- Adheres to ethical standards of the counseling profession.
- Follows the laws, policies, and procedures that govern school programs.
- Carries out other school duties assigned by the administration.
- Takes part in professional development activities to improve knowledge and skills.

Comments:

Summary Comments

Evaluator's Summary Comments:

Counselor's Comments:

C: Counselor
Administrator
Personnel File

APPENDIX C

DESIGNATION AND PAYROLL DEDUCTION AUTHORIZATION

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

Address _____

TO: BOARD OF EDUCATION of _____
 School District

Pursuant to Chapter 392, Laws of 1967, I hereby designate _____
 Local Assoc.

as my representative for the purpose of collective negotiations, and I hereby request and authorize you, according to arrangements agreed upon with such association, to deduct from my salary and transmit to the association indicated below the dues as certified by the respective association. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization and relieve the Board of Education and all its officers, agents or employees from any liability therefor. This authority shall be continuous while employed in this school system or until withdrawn by written notice. A unit member may withdraw his authorization at any time by written notice received by the Board of Education at least two (2) weeks prior to the effective pay period except as noted below.

- _____ Newfield Central School Teachers Association and Affiliates. (Membership shall be continuous unless revoked in writing to the Superintendent and the Association President.)
- _____ Cornell Federal Credit Union
- _____ NYSUT Member Benefits (Enrollment/withdrawal in program authorized in the Business Office only during September and January.)
- _____ Tioga State Bank of Newfield
- _____ Tompkins County Trust Company
- _____ Chemung Canal Trust Company
- _____ M & T Bank
- _____ Janus Funds
- _____ TIAA-CREF
- _____ Aetna Life Insurance and Annuity Company
- _____ Metropolitan Life Insurance Company
- _____ Companion Insurance Company
- _____ Fidelity Service Company

Dated: _____

 Witness

APPENDIX D

**NEWFIELD TEACHERS' ASSOCIATION
NEWFIELD, NEW YORK**

STATEMENT OF GRIEVANCE

GRIEVANCE NO.: _____ **DATE:** _____

**AGGRIEVED
PARTY:** _____

POSITION: _____

CONTRACT PROVISION(S) VIOLATED:

REMEDY SOUGHT:

Signature of Grievant

GRIEVANCE FORM #2

RESPONSE

LEVEL _____

GRIEVANCE NO. _____

In accordance with the Negotiated Agreement between the Newfield Central School District and the Newfield Central School Teachers' Association, the following decision has been reached on a grievance submitted in writing on _____ by _____:

DATE: _____ SIGNATURE OF SUPERVISOR _____

If the grievance is rejected, the above statement will include reasons for the rejection.

- Copies:
- 1. Grievant (two copies)
 - 2. Superintendent
 - 3. NCSTA President
 - 4. NCSTA Grievance Chairman

TO _____:

In accordance with the Negotiated Agreement between the Newfield Central School District and the Newfield Central School Teachers' Association, the undersigned grievant appeals the decision reached at Level _____, which was received by the grievant on _____, and asks that the grievance be submitted to Level _____ forthwith.

SIGNATURE OF GRIEVANT: _____

- Attachments:
1. Copy of original grievance
 2. Copy of decision being appealed
 3. Applicable supporting documents or statements

- Copies to:
1. Supervisor
 2. Superintendent
 3. NCSTA President
 4. NCSTA Grievance Chair
 5. Hearing Officer of Level Being Appealed

APPENDIX E

NEWFIELD CENTRAL SCHOOL DISTRICT

Teacher Improvement Plan

School Year

Teacher:	Signature:
Administrator:	Signature:
Date of Plan:	Date of Initial Meeting:

Areas of Concern based on the Skills And Attributes Of Effective Teachers

I. Knowledge

- Demonstrates knowledge of the subject area
- Demonstrates a knowledge of district adopted curricula

II. Instructional Strategies

- Facilitates optimum learning through implementation of effective planning and principles of instruction
- Plans for effective use of time and resources in setting goals and meeting student needs

III. Learning Environment

- Organizes learning environment to maximize student time on task
- Maintains behavior conducive to learning
- Uses strategies to motivate students for learning
- Maintains a climate of courtesy and respect

IV. Professional Qualities/Involvement

- Contributes to the total school effort
- Interacts and communicates effectively
- Engages in professional development
- Follows current policies, practices, regulations and procedures of school district/building

Follow-up Dates and Progress:

Area of Concern	Strategy

Progress	Time Frame	Evaluation Measures	Date	Completion of Goal/Date
				<input type="checkbox"/> Goal Met Date:
				<input type="checkbox"/> Goal Met Date:
				<input type="checkbox"/> Goal Met Date:
				<input type="checkbox"/> Goal Met Date:
				<input type="checkbox"/> Goal Met Date:

Copies:

- Teacher
- Administrator
- Personnel File

NTA

Newfield Teachers' Association

247 Main Street ~ Newfield, NY 14867

August 29, 2006

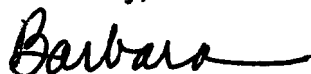
Mr. William Hurley, Superintendent
Newfield Central School
247 Main Street
Newfield, NY 14867

Dear Bill,

The high cost of health care has been and continues to be a concern for the NTA and the District.

The purpose of this side letter is to express our willingness to cooperate with the District in an investigation into other providers for health insurance. We are not suggesting a change in providers at this time, but want to gather information on alternatives that would provide the same coverage at a lower cost.

Sincerely,



Barbara Westervelt, President
NTA