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Union: **Brockport Teachers Association**

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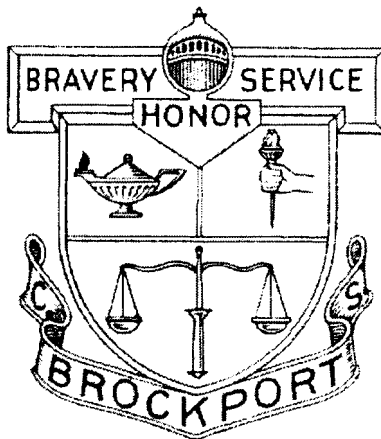
TA | 4650

Agreement Between The
**Brockport Central School
Board of Education**

and

**Brockport Teachers'
Association**

7/1 6/30
2005-06, 2006-07, 2007-08, 2008-09



BROCKPORT CENTRAL SCHOOL DISTRICT
40 ALLEN STREET
BROCKPORT, NEW YORK 14420

RECEIVED

APR 23 2007

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

BROCKPORT CENTRAL SCHOOL DISTRICT

and the

BROCKPORT TEACHERS' ASSOCIATION

This agreement shall become effective July 1, **2005** and expire on June 30, **2009**, provided that unless otherwise indicated in this Agreement, only wage increases shall be retroactive to July 1, **2005** (for those employed as of the ratification of the new agreement and for those who retired into the Teachers' Retirement System between July 1, **2005** and ratification or who completed the **2005-06** school year, with all other terms to become effective after the ratification and legislative approval of the Agreement by the parties.

This agreement entered into **August 29, 2006** by and between the Superintendent of Brockport Central Schools (the "District"), and the Brockport Teachers' Association (the "BTA" or "Association").

WITNESSETH

WHEREAS, the Board has a statutory obligation, pursuant to Article 14, of the Civil Service Law (Chapter 392 of the Laws of 1967, Public Employee's Fair Employment Act), to negotiate with the representative of employment, and 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.

NOW, THEREFORE, in consideration of the following mutual covenants it is hereby agreed as follows:

I. ASSOCIATION

I. A. Recognition

1. The District hereby recognizes the Association as the exclusive collective bargaining representative for all professional certified personnel, including but not limited to full and part-time teaching staff, regular substitutes as hereinafter defined, school psychologists,

guidance personnel and librarians; excluding administrative staff, day-to-day substitutes and all other employees of the District

2. The Board agrees to negotiate with no organization other than the Association for the duration of the recognition. Such recognition shall extend to the limits provided by the law.

I. B. Dues Deduction

1. It is understood and agreed that teachers have the right to join or not to join the Association.
2. The Board agrees to deduct from the salaries of its professional employees designated in this agreement due for the Brockport Teachers' Association, State and National Associations and said teachers individually and voluntarily authorize the Board to deduct and transmit the monies to the Brockport Teachers' Association. Teacher authorization shall be in writing on the professional membership form to be supplied by the Association.
3. **Beginning in the 2007-08 school year**, authorization will take effect with the **first** regularly scheduled pay date **in October (formerly October 15th)** and shall be in effect for **a total of 19 pay periods**.
4. To be in effect, such authorization must be in the hands of the District Clerk by October 1. All authorizations received after this date may not be honored for payroll deductions.
5. An authorization shall remain in effect unless and until revoked in writing by the unit member, but this shall not affect any membership obligation between the unit member and the Association.

I. C. Effects on Future Changes

Before the Board adopts a change in policy which affects wages, hours, or any other condition of employment which is not covered by the terms of this agreement and which has not been proposed by the Association, the Board will notify the Association in writing that it is considering such a change. The Association President and two other Association representatives shall meet with the Superintendent for the purpose of fully discussing and understanding such change resolving any differences. Should any differences remain, the Association will have the right to meet with the Board to resolve these differences provided it makes a request within 10 school days after meeting with the Superintendent. When the differences

are resolved, the Board and the Association agree to assist in the implementation of the change.

I. D. Negotiation Procedures

1. No later than February 15, **2009**, the parties will enter into good faith negotiation over a successor agreement. If such an agreement is not concluded by March 1, **2009**, either party may request the use of mediation.
2. Neither party in any negotiation shall have any control over the selection of the negotiators or negotiating representatives of the other party and such party may select its representatives from within or outside the School District.

While no final party agreement shall be executed without ratification by the Association and the Superintendent, the parties mutually pledge that their representatives will be clothed with all the necessary power and authority to make proposals, consider proposals, and suggest compromises in the course of negotiations.

3. Up to six Association negotiators shall be entitled to time off with full pay (one school day) for each occurrence when negotiation session go beyond 1:00 a.m. This applies only when school is in session on the day following such a meeting.

I. E. Copies of the Agreement

Copies of this Agreement shall be printed at Board expense and distributed to all teachers on the first day of school in September or four weeks after its execution, whichever date is later.

Teachers who commence active employment subsequent to the times described in the preceding sentence shall be provided with a copy of the contract.

The District will supply the Association President with 50 additional copies of this Agreement.

Each new teacher shall receive a copy of the Agreement at the time of hiring, unless the parties are engaged in negotiating a successor Agreement.

The District will not be required to give to unit members additional copies of any given agreement.

I. F. Individual Agreements

Individual arrangement, agreement, or contract between the Board and an individual faculty member, heretofore executed, shall be subject and consistent with the terms of this or subsequent agreements to be executed by the parties. If an individual arrangement, agreement, or contract contains any language inconsistent with this agreement, this agreement, during its duration, shall be controlling.

I. G. New Positions, Vacancies, Promotions

1. The Association President shall be notified in writing within 5 days after the occurrence of the following.
 - a. A new teaching position is created by the Board of Education.
 - b. A new administrative position is created by the Board of Education.
 - c. A written resignation is received from a teacher and approved by the Board of Education.
 - d. A written resignation is received from an administrator and approved by the Board of Education.
 - e. A vacancy exists due to a long-term leave.

I. H. Shared Decision Making

1. Board-Teacher Committee

The President and Vice-President of the Board of Education, the Superintendent of Schools and other appropriate administrators, and a group of not more than five Association members, as appointed by the Association President, shall meet for the purpose of discussing educational problems. There shall be no more than two meetings during the school year, and they shall be scheduled at a time mutually convenient to the parties. All meetings will be closed to all but the participants as written above, except by mutual agreement.

2. Cooperative Decision Making

The Brockport Central School District Board of Education and the Brockport Teachers' Association are committed to work collaboratively in all aspects of school operations and instruction.

I. I. Inclusion

The parties agree to establish a joint committee of six members, three appointed annually by the District and three appointed annually by the BTA. One of the District's appointees will be the Assistant Superintendent for Instruction who will serve as Chairperson. The Committee will meet as necessary and at the request of either the Association President or the Superintendent of Schools. The Committee will address, inter alia, the question of notice to classroom teachers, training of classroom teachers, and support services needed. The Superintendent will report back to the Committee by September 1 of each year as to which specific recommendations have been implemented. If a recommendation will not be implemented, the Superintendent will give reasons for the decision.

I. J. Association Rights

1. The President of the Association shall have the privilege of leaving the building to which he/she is assigned in order to conduct Association business during the school day provided such absence in no way interferes with the educational program.

The Treasurer of the Association shall have the privilege of leaving the building to which he/she is assigned in order to go to the bank. Such absence in no way may interfere with the educational program.

2. Should the President's business take him/her to another school of the District he/she must make his presence known to the principal of that building and conduct his/her business in a manner that will not interfere with the educational program.
3. If the President is from an Elementary School (K-5), the District will develop a schedule which will allow the President to have release time of 200 minutes per week averaging as close to forty minutes per day as is reasonably practical. In addition, the Association will be provided with five days per school year which may be used by the President or, at his/her discretion, his/her designee, to transact Association business. The Association shall reimburse the District for the cost of substitutes for the five Association days.
4. If the President is from the middle school, the President teach a maximum of four (4) classes per day and will not be given a homeroom assignment **and will be released equivalent to #5 below**. In addition, the Association will be provided with five (5) days per school year which may be used by the President or, at his/her discretion, his/her designee, to transact Association business. The Association shall reimburse the District for the cost of substitutes for the five (5) Association days.

5. If the President is from the high school, the President will teach one less section on non-advisement days. In addition, the Association will be provided with five (5) days per school year which may be used by the President or, at his/her discretion, his/her designee, to transact Association business. The Association shall reimburse the District for the cost of substitutes for the five (5) Association days.
6. At all educational levels, the President may be released from school meetings with his/her building principal's consultation and acceptance.

I. K. Facilities

1. All building facilities shall be available for Association use as stated below.
 - a. At the beginning of the school year the President of the Association shall submit a list of regularly scheduled Association meetings for the school year. Such list shall include dates, times, and places.
 - b. In the event of emergency meetings, the President shall inform the Superintendent concerning the date, time and place as soon as he/she is aware of the need. The Superintendent will determine if the facilities are free and will assign such facility to the Association.
 - c. The District will provide for a BTA office within the District provided that suitable space exists. The size and location will be determined by the District, with the intent to find space sufficient to house a filing cabinet, small bookcase and desk for a computer and telephone. The BTA will be entitled to the use of this space rent free. Maintenance costs including improvement to the space, the cost of telephone hook-ups and service, computer lines, etc. will be borne by the BTA.

I. L. Building Representatives

The Association shall select building representatives to meet as follows:

Three from the Ginther School to meet with the Principal assigned to that building.

Three from the Barclay School to meet with the Principal assigned to that building.

Three from the Hill School to meet with the Principal assigned to that building.

Three from the Oliver Middle School to meet with the Oliver Middle School Principal.

Four from the High School to meet with the High School Principal.

Such meetings may be held periodically to review and discuss local school problems and practices before such problems and practices are brought to the attention of the Superintendent or the School Board.

Principals may, at their own discretion, bring other administrators to the meetings. Meeting times and places shall be mutually agreeable. The names of the building representatives and Association officers will be furnished on or before October 15.

I. M. Make-up Days

In the event that circumstances force the closing of schools and instructional days are thereby reduced to below minimum required by law, three (3) members of the Association shall meet with the Superintendent and two other administrators and come to an agreement on the specific dates to be employed for instruction in order to bring the total up to the minimum required by law.

I. N. Financial Budget

The Association shall have the right, upon reasonable request, to receive copies of the following financial information. Such requests shall include the specific information or document wanted by the Association.

1. All information relating to salaries and fringe benefits, including retirement and social security, as contained in or as part of an existing contractual agreement between the parties.
2. All reports filed with the State Education Department.
3. Information relative to revenues derived from sales tax and various formulas under State Education Law.
4. All information relative to receipts and expenditures under Federally sponsored programs.
5. All printed information for distribution to the general public that addresses itself to District finances. Every effort will be made to

provide such information to the President of the Association prior to the time it is released to the general public.

6. It is not the intent of this provision to provide to the Association financial information concerning a specific employee of the District, nor to preclude any member of the bargaining unit who is a resident of the District from obtaining public information to which he/she is entitled under Education Law.

I. O. Sub-Contracting

The Board agrees that it will not sub-contract with any outside profit-making organization for any services which are currently being performed by members of the bargaining unit. In addition, the PTSA Foreign Language Program may operate during the teacher work day, but after the end of the student day.

I. P. Credit Union

1. The District agrees to deduct from the salaries of unit members deposits for the Brockport School Employees Credit Union.

I. Q. Board of Education Meeting Agenda & Minutes

1. The agenda for each Board of Education meeting shall be forwarded to the Association President at the same time it is made available to the members of the Board.
2. The approved minutes of all Board meetings shall be forwarded to the Association President when they are made available.

I. R. Direct Deposit

Direct deposit will be required for all teachers.

I. S. VOTE-COPE Contribution

The District agrees to deduct voluntary contributions to VOTE-COPE from the salaries of unit members. Annual notification and authorization for the deduction shall be provided to the District not later than October 1. Deduction shall be made in accordance with the procedure set forth in I. B. 3.

I. T. Benefit Trust

The District agrees to provide payroll deduction for the NYSUT Benefit Trust for all unit members choosing to participate. Authorization for the deduction shall be provided to the District no later than October 1 of each year. Changes in authorization may be made only at the beginning of each semester.

I. U. Savings Bond Purchase Plan

The District agrees to provide payroll deduction for U.S. Savings Bond purchases. Authorization for the deduction shall be provided to the District no later than October 1 of each year. Changes in authorizations may be made only at the beginning of each semester.

I. V. Vending Machines

1. The profits from each BTA vending machine will be used to help fund the BTA Scholarships for Brockport High School Students at the annual graduation. A sign to this effect will be placed on each vending machine in the teachers' lounges.

a. Funds will be accounted for quarterly by the vendor. Copies of each quarterly report will be provided to the President of the BTA.

b. The Director of Food Services will remit profits from vending machines located in the faculty lounges of each school each quarter to the High School Student Council Sponsor.

c. The Student Council Sponsor will establish and maintain a BTA Scholarship Account per instructions contained in the Extra Classroom Activities Handbook.

d. Should the profits from the vending machines be insufficient to provide the six scholarships valued at five hundred dollars each (\$3,000 total), the BTA will supplement the profits to assure a total deposit of \$3000 prior to June 15 of each year. Should the profits in any one of more years exceed the \$3,000 needed the funds will be carried over in the scholarship account and the BTA will consider

increasing the number of scholarships funded through the vending machines.

II. SAVINGS CLAUSE

II. Savings Clause

If any provisions of this Agreement or any application of the Agreement to any teacher or group of teachers shall be found contrary to law, then such provisions or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

III. CURRICULUM

III. Curriculum

Teachers will be actively involved in the development and implementation of curriculum.

IV. EXCUSABLE ABSENCES (LONG TERM)

IV. A. Child Care Leave (without pay)

1. Leave without pay, up to a maximum of 3 semesters for the first request for child care purposes will be automatically granted when in conjunction with the birth of a child or in the case of adoption of an infant under 5 years old. Teachers will be entitled to leave without pay for the remainder of the semester in which the birth or adoption occurs (July births/adoptions are considered to occur during the Spring semester, August births/adoptions are considered to occur in the Fall semester) and the following two semesters. Teachers must notify building principals at least 30 days prior to the date of commencing such leave. In the case of adoption, the 30-day notice period may be waived. Return from child-care leave must be at the beginning of the school year or at the semester break or at another mutually agreed upon time. Notice of return at the semester break must be submitted to the teacher's building principal prior to October 1. Notice of return at the beginning of the school year must be submitted to the teacher's building principal prior to the preceding April 1.

2. If after the teacher's first child care leave, the teacher seeks additional child care leave without having worked a full school year, the teacher will be entitled to leave without pay for the remainder of the semester in which the birth or adoption occurs and the following semester. The notification provisions set forth in section 1 apply to requests for subsequent child-care leave.

IV. B. Military Leave (without pay)

Leave for military duty shall be granted in accordance with the provisions from Military Law § 243.

IV. C. Personal Leave of Absence (without pay)

A leave of absence without pay or increment of up to two (2) years may be granted for personal reasons at the sole discretion of the Board.

IV. D. Professional Leave (without pay)

Leave of absence shall be granted to a teacher elected as an officer of any organization the Association or its entire membership is associated with for representation purposes. Such leave shall be for the term of office elected to but not less than two full semesters. Such leave shall begin only at the beginning of a semester. The teacher must notify the District of his intent to return, 90 days prior to the beginning of a school semester. There shall be no accumulation of benefits during such leave. Return shall be to an available position within the teacher's area of certification.

IV. E. Sabbatical Leave

Sabbatical leave may be granted to any teacher who has served for seven or more consecutive successful teaching years in the Brockport Central Schools.

1. All applications, including a written proposal outlining in detail the purposes, plans and goals of the applicant's sabbatical program must be submitted to the Superintendent via the building principal.
2. This leave of absence shall be related to the teacher's area of concentration in our school.
3. The teacher will be paid one-half the salary he would normally have received.
4. A suitable teacher replacement must be available.

5. Teachers receiving such leave will be required to return to the Brockport Central School at least for the year following such leave or reimburse the District for the amount of stipend granted.
6. Sabbatical leave will be granted for one year.
7. Applications for leave must be filed with the Superintendent by January 1 of the preceding school year. Application forms may be obtained from Building Principals.
8. Recipients of sabbatical leave must present to the Superintendent and Board of Education a comprehensive report of their studies within a reasonable time after returning to their regular school duties.
9. During a leave of absence a teacher shall be entitled to participate in the following benefits:
 - a. Health insurance coverage pursuant to this agreement.
 - b. Tenure rights.
 - c. Retirement rights according to laws of the system. Teacher should personally contact retirement board to determine rights and obligations.
10. According to the teacher salary laws in effect, when a teacher returns to duty after a sabbatical leave, he or she shall be entitled to be placed on the next salary step above the one assigned during the sabbatical leave providing the teacher is not already on the schedule step.
11. The method of payment for sabbatical leave is to be arranged in writing with the Board and the recipient.
12. The school board and its administrative staff will evaluate with care any proposed leave of absence in terms of the actual potential of such leave for increasing the competence of the teacher, and also whether the potential of the teacher warrants further investment by the Board of Education.

As a result of this evaluation the granting of any leave shall be at the discretion of the Board of Education upon recommendation of both the Building Principal and Superintendent. In no way shall this article be interpreted to indicate that the Board must grant any sabbatical leave in any one year. The maximum number of leaves in any one year shall be one.

IV. F. Excusable Absences (Long Term)

Teachers leaving the District to participate in Foreign Language Exchange teaching, Domestic Exchange teaching, Department of Defense Schools or Peace Corps may be granted a leave of absence for up to two (2) years. Such leave shall be granted at the discretion of the Board of Education.

IV. G. Accumulated Rights

All rights and benefits to which a teacher was entitled under terms of the contract between the parties and under the Education Law at the time any of the above leaves of absence commenced, including but not limited to seniority and unused sick leave, will be restored in full at the end of the leave and return of the teacher to employment in the District.

V. EXCUSABLE ABSENCES (Short Term)

V. A. Professional Conferences

1. The District shall expend the sum of **\$45,000** in each year of the contract for the purpose of paying direct costs to teacher attendance at conferences, workshops and similar purpose meetings. This shall include registration and attendance fees and reimbursement for reasonable and necessary costs for materials, room, meals, and transportation. The foregoing annual amounts shall also be utilized for reimbursement to the District of the cost of substitutes hired by the District for teacher attendance at foregoing activities.

2. Procedures

A District-wide committee consisting of three teachers and two administrators shall be established to administer this program. The teachers shall be appointed by the President of the Association and the administrators shall be appointed by the Superintendent. Decisions of the committee regarding the granting or denial of conferences shall be forwarded to the Assistant Superintendent for Instruction at least three weeks prior to the proposed conference, workshop or meeting date. In case of an unforeseen emergency where a substitute teacher is not available, the affected teacher may be denied attendance at the conference, workshop or meeting.

3. The District shall bear the expense of any substitute teachers that it determines to employ for such conferences. Except in the sole discretion of the Superintendent, teachers shall not attend conferences on or after June 1 of the school year.

4. The following principles shall apply to conference, workshop, and meeting attendance:
 - a. Each teacher should be able to participate, at school expense, in at least one conference each four years.
 - b. Conference monies shall not be used to pay membership fees or conference non-member surcharges.
 - c. Teachers returning from conferences should report to the appropriate faculty group.
 - d. Teachers attending conferences, workshops and meetings through the utilization of the above procedures shall suffer no loss of pay or other benefits.
 - e. The conference, workshop or meeting must be related to the staff member's professional responsibilities for the Brockport Central School District.

V. B. Bereavement

For each occurrence of death within his or her family, a teacher will be granted up to five days leave. In this case, family shall include spouse, child, grandchildren, parents, sibling, grandfather, grandmother, son-in-law, daughter-in-law, mother-in-law, father-in-law, aunt, uncle, grandparents-in-law, brother-in-law, sister-in-law, stepmother, stepfather, stepbrother, stepsister, stepchild, step mother-in-law, step father-in-law only.

V. C. Adverse Weather Conditions

Should the schools be closed due to weather conditions no teacher shall be required to report for work.

Should a teacher who resides outside the District find that he/she will be late because of weather conditions he should, at his earliest convenience, notify the District. Such notification should include his/her estimated time of arrival. Under such conditions, teachers will not have their salary deducted if they are no more than two hours late.

V. D. Legal Proceedings - Non-Jury

Teachers will be granted time necessary to appear at any legal proceedings connected with that teacher's employment only. If the proceedings are not connected with that teacher's school employment but the teacher has been

served with a subpoena, then up to two days will be granted. Emergency requests for additional days may be granted at the discretion of the District. Any combination of whole or half-days equivalent to two (2) whole days may be used.

V. E. Personal Days

Teachers shall be excused from **work** no more than two (2) days each year for the conduct of personal business. The purpose of personal days is to provide time for any employee to take care of matters that cannot be reasonably handled outside of the regular school day. Personal days may not be used under any circumstances for such matters as e.g. athletic contests, shopping, vacations, or business trips. Any combination of whole or half-days equivalent to two (2) whole days may be used. Unused personal leave days will be accumulated as unused sick leave.

Requests for personal days must be turned in to the building principal no less than two (2) school days prior to the intended absence, except in case of emergency.

Personal days will not be granted on the day before or the day after a vacation or holiday for the purpose of extending the vacation or holiday. Specific reasons for a personal day shall be given only for requests that fall on work days that occur immediately prior to or following a vacation or holiday.

APPLICATION FOR PERSONAL DAY

NAME: _____

DATE OF ABSENCE: _____

IF HALF DAY, CHECK BELOW:

- AM
- PM

REASON FOR PERSONAL DAY REQUEST (ONLY WHEN BEFORE OR AFTER A SCHOOL RECESS OR HOLIDAY):

SIGNATURE OF TEACHER: _____

APPROVED BY: _____ DATE: _____

V. F. N.Y.S.U.T. Representative Assembly

Upon five days notice to the District, the Board shall grant time off as limited below for the delegates to N.Y.S.U.T. Representative Assembly and the N.Y.S.U.T. Committee of 100. Delegates shall be paid their regular salary, but such salary shall not exceed 4 consecutive school days per meeting per delegate, and shall not exceed a combined total of 10 days per school year. The Association shall reimburse the District for the cost of any substitute teachers required.

V. G. Personal Illness or Disability (including disability for reasons of pregnancy and/or childbirth) and Family Illness

1. Each teacher shall be credited at the beginning of his employment year with fifteen (15) days to be used for absence for personal illness and/or disability and/or family illness. For purposes of "family illness", family shall include spouse, child, parents, sibling, grandfather and grandmother only. Up to five (5) family illness days may be used for the purposes of "family illness" for mother-in-law, father-in-law, son-in-law, and daughter-in-law. Teachers availing themselves of family illness leave for three (3) consecutive days or more may be required to submit a statement from the treating physician. Those credited days not used during the school year and two (2) unused personal days shall be carried over to the following year(s) and allowed to accumulate to a total of one hundred eighty-seven (187) days. However, accumulated leave days may be used only for personal illness/disability, except that ten (10) days of accumulated leave may be used for a family illness, after the unit member has exhausted his/her current year's allotment of leave days.
2. If accumulated excused absences are exhausted, fifteen (15) additional days shall be granted for a personal illness and/or disability only in any one school year. After accumulated absence days and the fifteen (15) additional days are exhausted, a teacher shall receive the difference between his/her salary, if greater, and the amount paid his/ her substitute of the duration of the absence or balance of the school year, whichever occurs first. In the event that such prolonged illness continues into the subsequent school year - the Board may grant an extension of the benefit as provided above. The length of such an extension shall be at the discretion of the Board. Certification by the school doctor may be required.

3. Adoption Leave

A unit member may use all his/her remaining sick/personal days from the current school year and then ten days from his/her accumulated sick days for a maximum of up to 27 days of paid leave in conjunction with the adoption of a child.

V. H. Visitation to Other Schools

Time off to visit other schools may be granted, if approved in advance by the Superintendent and limited to not more than 5 days a year. Application should be in writing and made to the building principal, at least (10) calendar days prior to such leave.

V. I. Religious Reasons

A teacher may be granted no more than two days (paid) absence each year for the purpose of observing major religious holidays associated with the sincerely held religious belief of the teacher where such a holiday falls during the teacher's work day. Forty-eight (48) hours advance request to the Assistant Superintendent for Human Resources is required.

V. J. Jury Duty

Time off shall be granted for jury duty when the teacher is called for such duty. This time off shall be with pay except that the teacher shall return to the District the per diem rate paid to him/her for such jury duty. It is understood by the parties that monies paid to the teacher for expenses incurred in the performance of said jury duty shall not be claimed by the District or returned to it.

In cases where jury duty goes beyond 1 a.m. the unit member shall have the next day off with pay, provided that the unit member provides written verification to the District within 5 working days following the absence.

V. K. Outside Employment

A teacher will not be granted paid leave to earn income from other employment, except for Section 5 Sectional Athletic Competition.

VI. EXTRA PAY

VI. A. Policies

1. Extra assignments involving special types of training, heavy responsibilities or large amounts of time over and above a full load of teaching and regular school duties shall be made by award or extra compensation during the time such assignment is in effect. All assignments are appointed on a yearly basis. If the regular holder of the assignment relinquishes or permanently is relieved of such assignment, compensation will cease as of the date relinquished or relieved.
2. It is understood that extra compensation for extra duties shall in no way affect the teacher's step on the salary schedule.
3. During the absence of the regularly appointed holder of an assignment due to illness, leave of absence, etc., the person temporarily appointed for said appointment shall receive proportional compensation.
4. Only qualified members of the bargaining unit shall be utilized to fill positions covered by sections (C) and (D) of this provision; except that, when no qualified member of the bargaining unit can be located to fill the position(s), the District may hire from outside the bargaining unit. Notification of these positions shall be given to the Association President at least 10 school days prior to filling the position. An incumbent may be rehired to fill a position without opening it up to new applicants.
5. The District may or may not fill the positions listed under B, C, and D of this article.

VI. B. Department Chairs (9-12), Grade Chairs (K-5), Subject Area Leaders ((K-5) and (6-8), Team Leaders (6-8), and District-Wide Chairs

1. Grade Level Chairs, Subject Area Leaders **(K-5) and (6-8)**, Team Leaders (6-8), **Elementary Level Special Education Chair (K-5), and Committee on Special Education Sub-Committee Chairs (CSE) (K-12)** will be compensated at an annual rate of \$2,077.
2. **High School Department Chairs, District Wide Chairs (Music, Art, Health, Library, Speech, AIS) and CSE/CPSE Chairs** will be compensated at an annual rate of \$3093.

3. **Evaluation of the positions listed above by the appropriate administrator will be completed by April 15th of each year.**
4. Members of each department (**high school and district-wide**), grade level (K-5), subject area or team (6-8) shall meet each school year to select a unit member to be recommended for the above-described positions and forward a written statement of recommendation to the building principal not later than May 1. The building principal shall make appointments to these positions not later than June 1.

VI. C. Academic And Student Related Activities

Salary schedules attached as Appendix "F".

VI. D. Payment for Academic and Student Related Activities

Compensation for all items listed in Appendix F (except hourly pay) will be paid at mid-year and the end of the year (or at the end of the club or activity if less than a full year).

VI. E. Athletic Activities

Salary schedules attached as Appendix "G".

VI. F. Payment for Athletic Activities

Compensation for each activity listed in Appendix G will be made in one payment as soon as possible after the completion of all duties involved in each particular position. The Director of Physical Education and Athletics will determine that such duties are complete and will authorize such payment. The current types and volume of reports and duties will not be substantially increased.

VI. F. Guidance Counselors, Psychologists, Dean of Students, Instructional Specialists, Elements of Instruction Trainers, Director of Teachers' Center

These unit members will receive an annual stipend equal to 5% of their annual salary excluding extra duty pay. Persons holding these positions will be required to work from September 1 to June 30 of each year.

VI. G. Curriculum Work

Curriculum work shall be paid for at the rate of \$22 (beginning 7/1/01) per hour (such work to be performed on District premises, unless another

location is approved in advance). Prior to the commencement of curriculum work, a job contract specifying the project and the number of hours allotted will be agreed to by the appropriate administrator and the appropriate teacher. Payment for curriculum work shall be made by the District after satisfactory completion of work.

VI. H. Kindergarten Screening

Beginning July 1, 2001, the District will compensate teachers who are required to perform kindergarten screening at the rate of \$17 per hour.

VI. I. Academic Intervention Service (AIS) Outside the Work Day

1. **Academic Intervention Services as currently configured are agreed to be teaching duties and therefore work that is assigned to teachers.**
2. **In the judgment of the District, this service is best provided to students outside the regular student day.**
3. **The District will post AIS work opportunities, which will be considered to be "extra duties" within the meaning of the negotiated agreement for all teachers who possess appropriate certification.**
4. **The District will provide all candidates interested in this "extra duty" with a job description.**
5. **The District and the BTA agree that the workday for teachers who elect this "extra duty" may exceed the maximum number of teaching duties prescribed in the negotiated agreement.**
6. **Teachers who elect this "extra duty" may have their work day extended by the same number of minutes that are involved in the "extra duty".**
7. **The rate of compensation for secondary teachers is set at \$5,985 per year and \$2,993 per semester for work on A&C days or some other alternate day schedule. The rate of pay for elementary teachers is set at \$66.50 per 85-minute session.**

VI. J. Mentor Plan

1. Mentors will be paid a stipend of \$1000 per year. Mentors will also be eligible for in-service payments for attending the required mentor training, and by attending other optional in-service with their mentee.
2. Teacher members of the Mentor Panel will be reimbursed for Mentor Panel meetings at the rate of \$22.00 per hour.
3. A copy of the mentor plan will be available in each school office on the Intranet.
4. The Joint Mentor Committee members will evaluate the mentor implementation and forward recommendation for any changes to the parties by June 1.

VI. K. IEP Writing

Each teacher required to write IEP's will be provided up to two release days to do such work. The District will provide a substitute for teachers' scheduled release time in half or full day increments. Such requests will be made to the principal at least 48 hours in advance. K-8 teachers are encouraged to use State correcting days.

VII. GRIEVANCE PROCEDURES

- VII. A. It is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to alleged grievances through procedures under which members of the recognized unit and/or the Association may present grievances, by which the Board and its teachers are afforded adequate opportunity to dispose of their differences.

VII. B. Definitions

1. Teacher shall mean any employee represented by the Association.
2. Administrator shall mean any building principal, assistant principal, curriculum coordinator or pupil personnel director responsible for the area in which an alleged grievance arises.
3. Chief School Officer is the Superintendent of Schools.

4. Aggrieved Party shall mean the Association and/or any person or group of persons in the negotiating unit filing a grievance.
5. Party In Interest shall mean any party named in a grievance who is not the aggrieved party.
6. Grievance shall mean any claimed violation, misinterpretation or inequitable application of this contract.

VII. C. Procedures

1. Except at the informal stage, all grievances shall be rendered in writing and shall include the name and position of the aggrieved party, the identity of the provision of this agreement involved in the said grievance, the time when and the place where the alleged events or conditions constituting the grievance existed, the identity of the party responsible for causing the said events or if known to the aggrieved party, a general statement of the nature of the grievance and the redress sought by the aggrieved party. The grievance shall be signed by the aggrieved party.
2. Except for the informal decisions at Stage 1, all decisions shall be rendered in writing at each step of the grievance procedure, setting forth findings of fact, conclusions and supporting reasons thereof. Each decision shall be promptly transmitted to the teacher and the Association.
3. If a grievance affects a group of teachers or appears to the Association to be system-wide, it may be submitted by the Association directly at Stage 2 described below. General grievances will be signed by the Association President.
4. The preparation and processing of grievances, insofar as practicable, shall be conducted during the hours of employment. All reasonable effort will be made to avoid interruption of classroom activity and to avoid involvement of students in any phase of the grievance procedure.
5. The District and the Association agree to facilitate any investigation which may be required and to make available any and all material and relevant documents, communications and records, other than confidential placement folders, concerning the alleged grievance.
6. Except as otherwise provided, an aggrieved party and any party in interest shall have the right at all stages of a grievance to confront and cross examine all witnesses called against him/her, to testify and to call witnesses on his/her own behalf, and to be furnished with a

copy of any minutes of the proceedings made at each and every stage of this grievance procedure.

7. No reprisal of any kind will be taken by the Board or by any member of the administration against the aggrieved party, any party in interest, any representative or any other participant in the grievance procedure for any other reason of such grievance or participation therein.
8. Forms as included in Appendix A, B, C for filing grievances, serving notices, taking appeals, and making reports and recommendations, and other necessary documents, will be printed and distributed by the Board so as to facilitate the operation of the grievance procedure.
9. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
10. Nothing contained herein will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration and having said matter informally adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement and the Association has been given an opportunity to be present at such adjustment and to state its views. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon either of the parties to this Agreement in future proceedings.
11. The grievant may choose whomever he/she wishes to represent him/her at Stages 1, 2 and 3 of this procedure.
12. The Chief School Officer shall be responsible for accumulating and maintaining an Official Grievances Record which shall consist of the written grievance, all exhibits, transcripts, communications, minutes and/or notes of testimony, as the case may be, written arguments and briefs considered at all levels other than Stage 1a and all written decisions at all stages. Official minutes will be kept at equal expense to Board and Association of all proceedings in Stages 2, 3. A copy of such minutes will be made available to the aggrieved party and the Association within five school days after the conclusion of hearings at Stages 2, 3. Any claim of error in the minutes shall become a part of the Official Grievance Record and the hearing officer shall indicate the determination made respecting such

claimed error. The Official Grievance Record shall be available for inspection and/or copying by the Aggrieved Party, the Association and the Board, but shall not be deemed a public record.

13. The existence of the procedure hereby established shall not be deemed to require any teacher to pursue the remedies here provided and shall not, in any manner, impair or limit the right of any teacher to pursue any other remedies available in any other form.
14. A detailed outline delineating the line and staff chain of command affecting those who would use this grievance procedure will be attached to and made a part of this grievance procedure. Appendix D.

VII. D. Time Limits

1. Since it is important to good relationships that grievances be processed as rapidly as possible, every effort will be made by all parties to expedite the process. The time limits specified for either party may be extended only by mutual agreement.
2. No grievance will be entertained as described below, and such grievance will be deemed waived unless written grievance is forwarded to the first available stage within 35 school days after the teacher knew or should have known of the act or condition on which the grievance is based.
3. If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this agreement shall be barred.
4. Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party and the Association within the specified time limit shall permit the lodging of an appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.
5. In the event a grievance is filed on or after June 1, upon request by or on behalf of the aggrieved party, the time limits set forth herein will be reduced pro rata so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as possible.

VII. E. Stages of Grievance

1. Stage 1: Administrator
 - a. A teacher having a grievance will discuss it with his/her administrator, and/or the administrator's representative either

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

- b. If the grievance is not resolved informally, it shall be reduced to writing and presented to the administrator within five (5) school days from the date on which the oral meeting or consultation was held. Within five (5) school days after the written grievance is presented to him/her the administrator shall, without further consultation with the aggrieved party or any party in interest, render a decision thereon, in writing, and present it to the teacher and the Association.

2. Stage 2: Chief School Officer

- a. If the teacher initiating the grievance and/or the Association is not satisfied with the written decision at the conclusion of Stage 1, a written appeal may be filed with the Chief School Officer within five (5) school days after the teacher has received such written decision.
- b. Within five (5) school days after the receipt of the appeal, the Chief School Officer, or his/her duly authorized representative shall hold a hearing with the teacher, his/her representative and all other parties in interest.
- c. The Chief School Officer or his/her duly authorized representative, shall render a decision in writing to the teacher and the Association within five (5) school days after the conclusion of the hearing.

3. Stage 3: Arbitration

- a. After such hearing, if the teacher and/or Association are not satisfied with the decision, and the teacher or the Association determines that the grievance is meritorious, it may submit the grievance to arbitration by written notice to the Board of Education within five (5) school days of the decision at Stage 2.

- b. Within five (5) school days after such written notice of submission to arbitration, the Board and the Association will request a list of arbitrators from the American Arbitration Association. The parties will then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.
- c. The selected arbitrator will hear the matter promptly and will issue his/her decision not later than twenty (20) calendar days from the date of the close of the hearing, or if oral hearings have been waived, then from the date the final statements and proofs are submitted to him/her. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issues.
- d. 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 this Agreement. The arbitrator shall have no authority to add to or subtract from or in any way alter the provision of this agreement.
- e. The decision of the arbitrator shall be final and binding upon all parties.
- f. The costs for the services of the arbitrator will be borne equally by the Board of Education and the Association.

VII. F. Release for Grievance

Teachers involved in grievance hearings at any stage of the procedure that necessitates meeting during the school day shall be released with full pay and the time shall not be charged against sick leave or personal leave. The Association and the Board shall share equally the cost of all substitute teachers involved. The cost of fees of any person (s) called as witnesses or used to represent any interested party shall be borne by the party calling or employing such person(s).

VIII. HIRING OF TEACHERS

VIII. A. Hiring of Teachers

The District will make every effort to seek the recommendations of the department heads, grade level and subject area leaders when hiring teaching personnel. It is understood and agreed by the parties that the

function of hiring teaching personnel rests solely with the Board of Education.

VIII. B. Certified Teachers

The District shall make every reasonable effort to employ certified personnel only for regular and substitute bargaining unit positions. Only after reasonable effort has been exhausted will the District employ non-certified personnel for bargaining unit positions.

IX. HEALTH PLAN

IX. A. Health Plan

1. a. **Effective September 1, 2001 through October 31, 2006, the District will offer Blue Choice Select, Blue Choice, Preferred Care Comprehensive, HMO plans and the BC/BS MM plan as health insurance options. The premium cost of Blue Choice Select HMO shall be fully paid by the District. Teachers who enroll in Blue Choice Select at any time will thereafter have the District dollar cost for Blue Choice Select as a cap on the District contribution should they decide to transfer to any other available health plan. Teachers who remain in or enroll in the Blue Choice HMO or Preferred Care Comprehensive HMO shall pay 10% of the annual premium while unit members who enroll in Blue Cross Blue Shield Rochester Plan with major medical will be required to pay 15% of the premium cost of that plan.**
- b. **Effective November 1, 2006 the District will provide health insurance through the Monroe County RASHP II Consortium. BP2 Select shall be provided to all members at no cost (100% of premium paid by District) and the BC/BS MM plan shall be made available to unit members at a cost of 15% of the annual premium. All unit members who desire health insurance coverage through District plans shall choose either BP2 Select or the BC/BS MM plan.**

2. Married couples employed by the District shall only be provided with one medical family plan (if they have dependents) or one 2-person plan, if available.
3. Teachers who work less than full time shall receive prorated benefits.
4. The District shall provide a term life insurance policy in the value of \$5,000 for each teacher employed in the District, the cost of which shall be paid by teachers who elect the coverage.
5. It is agreed and understood by the parties to this Agreement that any dividends that accrue as a result of the District's participation in any of the health insurance plans described above shall be returned to the District, shall be the District's sole property and the Association shall have no claims on such dividends.
6.
 - a. Teachers who retire from the District into the Teachers' Retirement System of the State of New York and have at least 10 years of full time consecutive teaching service for the District immediately prior to retirement shall be entitled to receive health insurance and major medical benefits under the District's plans, provided that they pay the same dollar or percentage contribution rate as active unit members.
 - b. Current or future retired teachers entitled to health insurance through the District and who establish a permanent residence outside of the Rochester Blue Cross/Blue Shield coverage area and who elect to enroll in a health insurance plan other than the plans offered by the District, shall be entitled to District contributions toward health insurance purchased in their retirement locale in an amount not to exceed 100% of the cost of the Blue Choice Select Community rated plan (not the BP2 Select plan). Such payments shall be made directly to the insurance carrier, if possible, or, if not, reimbursement shall be made to the retiree on a semi-annual basis - in July for the previous January to June and in January for the previous July to December. The District will not provide duplicate medical coverage when a retiree is covered under a policy to which an employer contributes.
 - c. Coverage for retirees shall be coordinated with Medicare, Blue Cross/Blue Shield 65 Plus and any other reduced contribution coverage available so as to minimize costs to the District.

7. The District will provide a \$5 prescription drug rider to all unit members who subscribe to the Blue Cross/Blue Shield Rochester Plan (paragraph 1 above).
8. In the event that any of the Plans offered by the District are discontinued by the provider, teachers shall be permitted to enroll in another offered Plan, and the parties will meet to negotiate over the adoption of an additional Plan.
9. **On November 1, 2006 (and October 1st thereafter), the District will deposit annually a sum of \$300 into each active unit member's Health Reimbursement Account (HRA-105) pro-rated for partial years of service and part-time employment.**

B. Dental Insurance

1. The District shall pay 90% of the cost of Smile Saver IV Blue Cross Dental Coverage for each teacher employed in the District. Married couples employed by the District shall only be provided with one dental plan. Teachers who work less than full time shall receive prorated benefits.
2. Dental insurance shall also be available to retired teachers, but the retiree will be responsible for the full cost of such coverage.

C. Processing Forms

All health insurance **claim** forms will be processed by a unit member directly with the insurance carrier.

X. SALARY

- X. A. Teachers salaries will increase as per salary schedule attached as Appendix "H".

1. Explanation of Schedules

New hires with provisional/**initial** certification will be **compensated at the provisional/initial level on the salary schedule. In order to move to the master's level or permanent/professional level(s) of the salary schedule** evidence must be filed in the teachers' personnel folder in the Superintendent's Office.

2. Extra Pay for Graduate and In-Service Courses

- a. Teachers will receive tuition reimbursement at the State University of New York (SUNY) rate for courses approved in advance by the Superintendent or his/her designee. Unit members who are attending schools for the purpose of receiving their permanent certification shall be reimbursed for up to 15 credit hours per year with the exception that only 6 (six) of those credits may be taken for administrative courses.
- b. The District agrees to allocate up to \$6,000 per year for in-service courses, but shall not be required to expend this amount or carry forward any unused portion. Teachers shall be compensated for in-service courses that are approved in advance and satisfactorily completed at the rate of \$15.00 (beginning 7/1/01) per clock hour of attendance. Teachers shall be allowed to take a maximum of two courses, not to exceed a maximum of 20 clock hours, in a school year, provided that the District shall have the discretion to permit a teacher to take additional hours (with budget limitations), depending upon the teacher's usage of in-service during the current or previous years. In-service courses shall be approved only for courses relating to educational content and not for "interest" or adult education courses.
- c. **Teachers who were approved by the Instruction Office to offer in-service courses will be compensated at the rate of \$22.00 per hour for preparation and \$25 per hour for delivery of in-service. Teachers and the Director of Curriculum will complete written agreements defining payment and hours to be allocated.**

X. B. Appointment and Salary Increments

A regular substitute is one who is employed in place of a unit member who has been given a definite leave of absence as found under Article IV - Long Term Excusable Absences - or is one who is employed in place of a unit member who is on sick leave by physicians' recommendation for longer than 10 weeks.

Whenever possible only certified teachers will be hired as regular substitutes. They will be initially placed on the salary schedule in the same manner as a probationary teacher. Regular substitutes will receive all of the fringe benefits of a probationary teacher on a pro-rated basis.

All other full time teachers shall be appointed to a probationary contract.

X. C. Salary Steps

1. Promotion to salary steps through Step **18** on the salary schedule is automatic for all teachers retained under continuing appointment, either probationary or permanent, in accordance with the New York State Education Law.
2. **Teachers will receive step advancement for years in which they have been paid for half or more of the school year.**
3. The salary step of a teacher is determined at the time of his or her initial employment. The amount of prior service credit granted to a teacher will also be determined at this time by the Board of Education.
4. Part-time morning teachers shall not be required to attend after school meetings but must obtain the necessary information from the appropriate administrator or department chairperson the next day. Part-time afternoon teachers shall not be required to attend morning meetings but must obtain the necessary information from the appropriate administrator or department chairperson before the end of the day.
5. Part-time employees shall progress through the steps of the salary schedule in the same manner as full-time employees.
6. The percent of time in which a part-time employee is required to be in his/her building is directly proportional to the proportion of their salary on the salary schedule. (See Appendix E.)
7. Teachers in grades **K-12** who teach less than full time shall be compensated on a **prorated basis**.

X. D. Retirement Incentive Plan

Separation incentive payments will be available for retiring teachers as single payments to an agreed upon tax deferred plan only and provided that such participation shall not result in a duplicate retirement incentive payment. Teachers who satisfy the requirements of this plan, as stated below will receive a single payment of \$10,000 from the

District. This payment will be made no later than 60 days after the effective resignation date. In order to receive a Separation Incentive payment, a teacher must satisfy or comply with the following:

1. Be age 55 or older by June 30 in the year of retirement.
2. Have served at least 20 full years as a full-time teacher in the Brockport Central School District by the effective date of their resignation.
3. Submit an irrevocable written notice of resignation to the Superintendent of Schools by February 1 of the first school year (July 1 - June 30) in which they satisfy both of the requirements set forth in paragraphs 1 and 2 above. Such resignation must be effective on June 30 of such school year.
4. Not obtain reemployment in the District in any capacity until they are officially considered retired in accordance with the rules and regulations of the New York State Teachers' Retirement System.
5. Teachers may defer receipt of the retirement incentive until the following tax year by providing written notice to the Superintendent of Schools at the time of their retirement notice.

XI. TEACHER

XI. A. Personal Injury

1. All teachers are covered by Workers' Compensation Insurance which protects them in case of accidents while on duty. In the event of such an accident, the teacher should immediately notify the principal so that the proper forms may be executed by the school authorities and attending physician.
2. Whenever a regularly employed teacher is absent from his/her employment and unable to perform his/her duties as a result of a personal injury caused by an accident or an assault occurring in the course of his/her employment and the teacher has not been personally negligent with reference to the incident, he/she will be paid his/her full salary during his/her absence but not to exceed 6 months. The amount of any weekly workers' compensation award made for temporary disability due to said injury will be paid to the Board in full by the employee and no part of such absence will be charged to his/her annual or accumulated sick leave.

3. The District will reimburse teachers for the reasonable cost of replacing or repairing dentures, eyeglasses, hearing aid, or similar bodily appurtenances not covered by workers' compensation which are damaged, or destroyed as a result of an injury sustained in the course of the teacher's employment, when the teacher has not been personally negligent with reference to the incident. Such incident must be reported within two (2) school days of the loss.
4. The District will reimburse teachers, providing they do not have personal insurance covering such losses, for the reasonable cost of any clothing or other personal property damaged or destroyed as a result of an assault suffered by a teacher while the teacher was acting in the discharge of his duties. This must occur within the scope of his/her employment, and when he/she has not been personally negligent with reference to the incident.

XI. B. Observation and Evaluation of Teachers

1. In recognition of the fact that supervision and evaluation are necessary and continuous facets of improving classroom instruction, the following principles shall apply:
 - a. Mutually agreed upon forms found in Appendix I shall be developed to provide for the complete evaluation of teachers.
 - b. The processes used to evaluate teachers and instruction will be determined by the procedures set forth in this agreement.
2. The primary purposes of any evaluation of the teaching staff shall be to improve instruction and to promote continued staff development.
3. Evaluation Procedures:
 - a. To further the above purposes the Administrative Personnel responsible for evaluation shall acknowledge the right of the teacher to:
 - 1) Know how well he/she is performing the duties and responsibilities of his/her position at all times.
 - 2) Know the areas in which improvement is needed as soon as a deficiency is detected.
 - 3) Have candid appraisal of his/her work.

- 4) Discuss his/her evaluation reports with his/her supervisor.
- 5) Seek and receive supervisory assistance.

b. It is further understood that:

- 1) All observations and evaluation will be conducted openly and with full knowledge of the teacher.
- 2) All evaluations will be conducted by administrators.
- 3) Staff members (Department Heads, Grade Chairpeople, Subject Area Leaders) other than administrators who are responsible for the improvement of instruction may observe teachers. These observations shall be exclusively for the improvement of instruction and shall not be a subject of the evaluative process.
- 4) All observations shall be conducted for the minimum length of time to conduct a full lesson.
- 5) The administration reserves the right to conduct additional unannounced observations in accordance with the terms of this Article.
- 6) Prior to any announced observations, the teacher and evaluator will meet and discuss at least the following items:
 - a) The day and time when the observation will be conducted.
 - b) The subject and type of lesson to be observed.
 - c) The part the particular lesson to be observed will play in the entire unit.
 - d) The form(s) to be used by the evaluator. (This applies only to the first observation of the teacher new in the building)

c. Number of observations

- 1) Teachers in the first year of their probationary appointment will be evaluated at least three times.

The first required evaluation shall be completed by November 15; the second required evaluation shall be completed by February 1; the third required evaluation shall be completed by April 15.

- 2) Teachers in the second year of their probationary appointment will be evaluated at least two times. The first required evaluation shall be completed by December 15; the second required evaluation shall be completed by April 15.
- 3) Teachers in their third year shall be evaluated at least once. The required evaluation shall be completed by April 15.

d. Post-Evaluation Conference

- 1) Within 5 school days after the observation is conducted, the teacher shall be given a written copy of the evaluation form based upon the observation completed by the evaluator who conducted the observation. No later than 5 school days after the teacher receives this form, a conference will be held between the teacher and evaluator to discuss **the observation form and any revisions that may be needed.**

4. Personnel File

- a. All evaluation forms shall be filed in the teacher's personnel file. The form shall contain the signatures of the evaluator who conducted the evaluation and the teacher. The teacher's signature shall acknowledge receipt of the evaluation and shall not in of itself signify agreement with the contents of the evaluation.
- b. Teachers shall have the right to respond or clarify any evaluation placed in their personnel file. The evaluation form shall provide space for such response.
- c. Teachers and representative of their choice who accompany them, upon request, shall be given access to their personnel file as maintained by the Superintendent of Schools and /or the Building Principal and shall have the right to copy all materials contained in those files.

- d. If material critical to a teacher's conduct, performance, character, or personality is to be placed in his/her personnel file, the teacher shall be given reasonable notice prior to its placement in the file and an opportunity to review the material and submit a written rebuttal which shall be attached to the material and included in the file. Only administrators will place written materials in a unit member's personnel file.
- e. The teacher is personally responsible for keeping his/her personnel file up-to-date by informing the Director of Personnel, in writing, of any changes in:

- Marital Status
- Address
- Telephone Number
- Certification
- Graduate Credit

- 5. **The APPR document is found in Appendix J. The District will discuss with the BTA when considering new initiatives which will impact the APPR documents.**
- 6. **The Professional Growth Plan (PGP) is an opportunity for professional growth. The PGP will also satisfy the Commissioner's Regulations for an Annual Performance Review and is found in Appendix K.**
- 7. **The Professional Portfolio Performance Review (P3R) for teachers with initial certificate and is found in Appendix L.**

XI. C. Academic Freedom

Teachers are free to teach all knowledge pertinent to course content which is presented in a fair and objective manner, provided, however, that the Board of Education retains the final authority to enact and enforce policies concerning course content.

XI. D. Parent Conference; Other Professional Responsibilities

Should a teacher K-5 care to meet during the school day with a parent of one of his students he shall have up to eight hours per school year away from his/her teaching duties to do so.

Such requests must be made to the teacher's principal no less than 48 hours in advance of the scheduled conference. The principal will then be responsible for providing supervision of the teacher's class during such conference.

Other parent conferences shall be conducted at other than regularly scheduled class time and may be held at times other than the normal work day when needed. The parties will create mutually agreeable alternatives to current conferencing practices.

As an alternative to the use of the above time for parent conferencing, a teacher may utilize the eight hours, in not less than two hour increments, for other professional responsibilities (including, for example, collaboration with other teachers, work on assessment related activities, professional development) as approved by the building administrator. The District will provide a substitute when a teacher or teachers schedule release time (not overlapping) of at least six hours in a school day.

Beginning with the 2002-03 school year, the District will allow K-5 teachers the use of one-half of a Superintendent's Conference day in both the Fall and Spring for other professional responsibilities as described above.

XI. E. School Year

The school year commences on September 1 and ends on June 30, within which teachers will be assigned no more than 187 teaching and conference days between Labor Day and the end of scheduled classes - final examinations. The Association will be consulted with respect to the development of a school calendar. Teachers in grades K-5 shall be provided with a duty-free work day during the last school week (other than the last work day) unless such day is needed to fill minimum requirements for state aid. At the option of the District, two half days (no longer than 3.5 hours in length) may be substituted for the duty-free day.

XI. F. School Day

The work day for teachers at the elementary schools shall consist of 7 consecutive hours between the hours of 7:20 a.m. and 3:45 p.m. The work day for teachers at the Middle School and High School shall not be longer than 7 1/2 consecutive hours between 7:15 a.m. and 3:15 p.m. These limitations may be exceeded only for emergency situations. Teachers shall not be scheduled to perform cafeteria duties or expected to assume substitute teacher duties except in emergency situations. Teachers may leave the school building during the day for an emergency with permission from the building principal or his/her designee. With the implementation of the new high school schedule in September of 1993, the District will ensure

that K-5 teachers are not kept beyond their scheduled work day because of busing delays.

Holiday Dismissal

Teachers may leave ten (10) minutes after the departure of the school buses on the school day immediately preceding: Columbus Day, Veterans Day, Thanksgiving, Christmas, Martin Luther King Day, February Break, Spring Break and Memorial Day.

XI. G. Duties Outside the School Day

The hours stated in XI(F) above may be exceeded at the sole discretion of the administration for faculty meetings, parent-teacher conferences, teacher- pupil conferences, attendance at Committee on Special Education meetings (with reasonable advance notice whenever possible) and other educational purposes or for emergency delays in buses. It is understood that whenever practicable meeting(s) will be held within the normal schedule.

XI. H. Work Load

Teachers shall be provided with at least thirty(30) duty-free minutes for lunch and at least forty (40) duty-free minutes for lesson planning within the scheduled student day.

High School: Grades 9-12, teacher assignments may consist of the following:

1. One 85-minute advisement period every other day for purposes of individual and group help to students, as well as assemblies, intramurals and club meetings. During the advisement period, the student help could include reviewing materials previously taught, providing additional materials/questions/examples for review and remediation, allowing students to make up or repeat a test, etc. It is not the intent of the parties to require teachers to provide regular classroom instruction during this time.
2. A daily group planning period of approximately 40 minutes at the beginning of the work day for purposes of faculty and department meetings, interdisciplinary meetings, committee meetings, inservice staff development, additional student help, clubs, intramurals and related activities.

3. Classroom instructional periods 85 minutes in length, to which teachers will be assigned three such teaching periods on non-advisement days and two such periods on advisement days.
4. The last class period will end at least five minutes before the end of the teacher work day.
5. Department chairs will be expected to perform the duties commensurate with their position, including peer coaching, preparation for group planning, curriculum work, new teacher training and other staff development.

Middle School: Grades 6-8, teacher assignments may consist of the following:

1. **At the 6th, 7th, and 8th grade level, academic classes will be 60 minutes in length. Classes will rotate on a three-day rotation with teachers being assigned no more than 4 classes per day with a total of 10 classes in a three-day rotation.**
2. **Teachers may be assigned no more than four supervisory periods over each 3-day rotation. Supervision may include study hall, homebase, intramurals, general advisement period (GAP), or assisted study. On a voluntary basis and with notice to the BTA, teachers may agree in writing to teach an additional (1) class in lieu of a supervisory period of equal time.**
3. **Teachers may be assigned a general advisement period (GAP)/assisted study/student contact time as an administrative duty or assignment for purposes of individual or group help to students. During the advisement period, the student help could include reviewing materials previously taught, providing additional materials/-questions/- examples for review and remediation, allowing students to make up or repeat a test, etc. It is not the intent of the parties to require teachers to provide regular classroom instruction during this time. Student contact time is defined as time when teachers will have the flexibility to select students to work with during the student contact time.**

4. Team Planning

The parties acknowledge and agree that regular participation in and contribution to team planning is a professional responsibility of all teachers in buildings that are organized into teams. For the purpose of this Agreement, team planning may include, but not be limited to, full team meetings, interdisciplinary unit planning, parent conferences and contact, pupil services and team meetings and other activities which will benefit the pupils on the team. Administrators and team leaders will monitor and coordinate the activities of the team. Team planning is not in lieu of a teaching or study hall assignment. It is understood that the frequency of team planning, and whether an administrative assignment is reduced, will depend upon scheduling.

XI. I. Physical Examinations

The District will pay the cost of required physicals.

XI. J. Seniority

For the purpose of layoff or recall, seniority shall be measured in accordance with the provisions of Education Law, Section 2510 and Part 30 of the Commissioner's Regulations, as applicable. With the exception of military leave seniority shall not be accrued during the time a unit member is on unpaid leave.

For the purpose of transfer, seniority is defined as the length of service with the District as a member of the bargaining unit unbroken by resignation or termination.

The District shall prepare and submit for Association review and approval seniority lists which shall be used in the event layoffs or recalls are necessary.

Teachers on sabbatical leave at half pay for a full year shall receive one-half year seniority.

XI. K. Transfer

Transfers shall be considered the voluntary or involuntary movement of a teacher from one administrative unit (grades under the jurisdiction of a Building Principal) to another.

1. Voluntary Transfers

- a. A position which becomes open from resignation, dismissal, or new position shall be posted for 5 school days (September - June) and 5 business days (July - August). Vacancies which occur during the school year will be posted in each building office and a notice of the vacancy will be provided to each teacher. Only tenured teachers will be considered eligible for voluntary transfer. Tenured teachers who wish to be notified of openings that occur during the summer months will leave a mailing envelope with the Assistant to the Superintendent for Personnel indicating the position desired. Full time tenured teachers who apply shall be considered and, qualifications being equal, the most senior unit members shall be transferred. If the District decides not to effectuate the transfer until the beginning of the next school year, the teacher appointed on an interim basis shall be reassigned to the position vacated by the transferred teacher, unless other arrangements are mutually agreeable.
- b. A teacher who requests a transfer from one tenure area to another and who possesses the appropriate certification for the second tenure area will be granted an interview.

2. Involuntary Transfers

- a. Transfers shall not be made for the purpose of discrimination or discipline of any unit member. Should an involuntary transfer be necessary, the least senior appropriately certified unit member within the tenure area and administrative unit requiring a transfer shall be involuntarily transferred. The movement of staff may result in the bumping of one unit member by another. However, no more than one such "bump" shall be required in any given circumstances. (This section refers to circumstances such as the reduction of the number of sections at grade level.)
- b. Involuntary transfers shall not refer to those circumstances in which all or part of a grade level is moved from one administrative unit to another or where recognized programs are moved from or retained in one administrative unit.

XI. L. Tenured Teacher Discipline/Dismissal

1. No teacher enjoying the benefit of tenure shall be disciplined or removed during a term of employment except for just cause as provided by law. Teachers with tenure shall have the right to make a

binding election between the Education Law procedures for discipline/dismissal (Section 3020-a) or the arbitration provisions of the Agreement which shall conform to Section 3020-a requirements. Such election shall be made within ten (10) calendar days after notification that the District intends to commence disciplinary proceedings. If contract arbitration is chosen by the teacher, a demand for arbitration shall be filed by the District with the American Arbitration Association.

2. The discipline or dismissal of a teacher with tenure for reasons of teaching performance will be preceded by notice to the teacher, through the evaluation/observation process or otherwise, that performance has fallen below acceptable standards. A plan for improvement will be developed which will address the performance factors at issue.
3. Before the commencement of disciplinary proceedings based upon teaching performance, a teacher with tenure will be afforded an informal meeting with the Superintendent of Schools and the appropriate Administrators to discuss the matter and to consider alternatives to formal proceedings. The teacher shall be entitled to Association representation at any such meeting.

XI. M. Student Teachers

Teachers who have taught at least two years in the District may volunteer to in-service train one student teacher per year. It is understood that student teachers will be assigned only to those unit members who request such an assignment.

XI. N. Telephone

Each building shall have a telephone for the use of the teachers. The telephone shall be located in such a way as to be accessible and private. Non-toll calls may be made without operator assistance.

XI. O. Pay Checks

Teachers may elect to have their salary equally divided in each of the 21 pay checks, that is to receive 1/21 of their salary in each check.

Teachers may also elect to receive paychecks which will be issued bi-weekly throughout the school year and summer. Ordinarily, this option will involve 26 paychecks.

For those teachers hired prior to July 1, 2002 and who have already elected to do so, prior to November 30, 2001, a lump sum payroll option will be permitted. This option will issue 21 checks to each teacher each year. Each of the first 20 will represent 1/26 of the teacher's salary while the 21st will represent 6/26 of the teacher's salary.

Teachers making a payroll election must notify the Assistant Superintendent for Business in writing before July 1st immediately preceding the school year in which the change is to be made or at the time they are hired. Once such an election is made it may not be revoked for that school year.

Teacher paychecks will be directly deposited into the bank/credit union account of his/her choosing, and direct deposit authorization forms will be completed by all teachers prior to August 15th or at the time of hire for new teachers

XI. P. Teacher Assignment Notification

Teachers will be notified of their tentative teaching assignments for the next school year on or prior to the last pay date in June of the school year in progress. Changes will be transmitted to the teachers affected as soon as possible. It is understood that some changes may not be made until late in the summer and in some cases, particularly **supervisory duties**, may not be made known.

XI. Q. Teacher Desk and File

The administration shall make every reasonable effort to assign to each teacher a particular desk and filing cabinet, one of which shall lock. The teacher shall be responsible for locking such desk or filing cabinet upon leaving the building each day. Duplicate keys shall be kept in the building principal's office.

XI. R. Chaperoning of Athletic Events

The chaperoning of athletic events including the riding of buses to away games will not be required.

XI. S. Traveling Teachers

Whenever practicable and appropriate, administrators will schedule traveling teachers so as to limit the number of trips between buildings.

DURATION

This Agreement shall extend from July 1, 2005, to midnight on June 30, 2009. The parties have set their hands and seals this Day.

For The Association:

For The District:

Linda F. Howland

President, BTA

James C. Fall

Superintendent of Schools

9-28-06

Date

9-28-06

Date

APPENDIX A

FORM FOR FILING GRIEVANCE
(file in triplicate, have form receipted)

Name of aggrieved party _____

Position _____

Provisions of agreement involved _____

Date of violation of incident _____

Time _____

Place _____

Party responsible for causing events or conditions _____

Nature of grievance _____

Redress sought _____

Signature of Grievant _____

Signature of Association President _____

Today's Date _____

APPENDIX B

FORM FOR APPEAL TO CHIEF SCHOOL OFFICER

(file in triplicate, have form receipted)

Name of aggrieved party _____

Statement:

Signature of Grievant _____

Signature of Association President _____

Today's Date _____

APPENDIX C

FORM FOR ARBITRATION
(file in triplicate, have form receipted)

Name of aggrieved _____

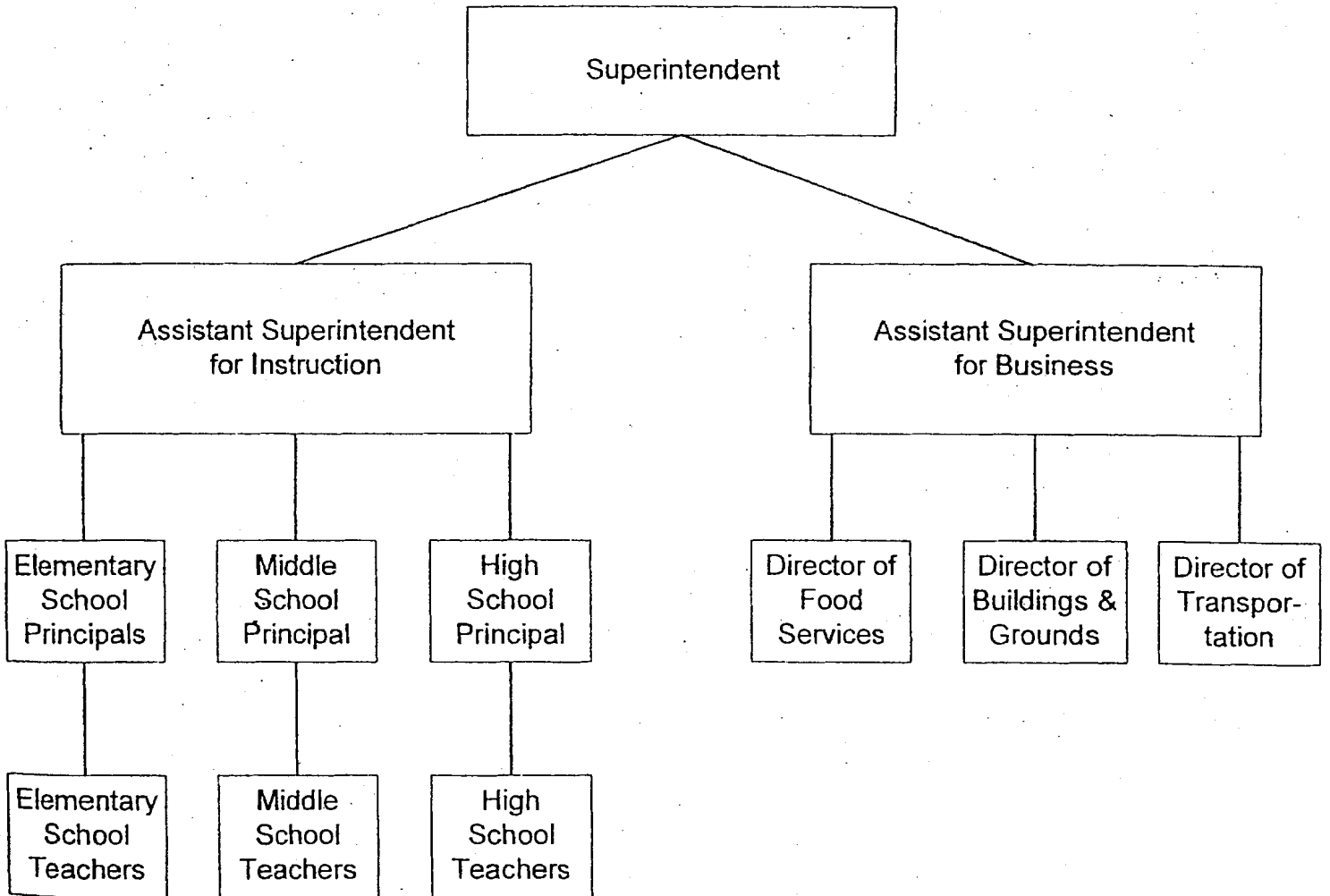
Statement:

Signature of Grievant _____

Signature of Association President _____

Today's Date

Line & Staff Chain of Command



APPENDIX E

PART-TIME EMPLOYEES (Length of Work Day)

The method that is used to determine the workday of part-time people is as follows:

1. Take the length of the workday for unit members as shown on page 31 of the present negotiated agreement;
2. Subtract the 30-minute duty-free lunch;
3. Multiply the time remaining by the fraction (half-time, 2/3 time, etc.) that the teacher is employed.

Example #1

½ (.5) time teacher in Middle School or High School

For example, for a ½ time teacher in the Middle or the High School;

$$\begin{aligned}7 \frac{1}{2} \text{ hrs.} - \frac{1}{2} &= 7 \text{ hr.} \\7 \text{ hrs.} \times \frac{1}{2} &= 3 \frac{1}{2} \text{ hrs.} \\3 \frac{1}{2} \text{ hrs.} + \frac{1}{2} \text{ hr.} &= 4 \text{ hrs. per day}\end{aligned}$$

Thus a ½ (.5) teacher in the Middle School or in the High School is required to be in the building for 4 hrs. including his/her ½ hour duty free lunch.

Example #2

2/3 (.66) time teacher in the Middle School or High School:

$$\begin{aligned}7 \frac{1}{2} \text{ hrs.} - \frac{1}{2} \text{ hr.} &= 7 \text{ hrs.} \\7 \text{ hrs.} \times \frac{2}{3} &= 4 \frac{2}{3} \text{ hrs.} \\4 \frac{2}{3} \text{ hrs.} + \frac{1}{2} \text{ hr.} &= 5.16 \text{ hrs per day (5 hrs. 10 min.) per day}\end{aligned}$$

Example #3

4/5 (.8) time teacher in the Middle School or High School

$$\begin{aligned}7 \frac{1}{2} \text{ hrs} - \frac{1}{2} \text{ hr.} &= 7 \text{ hrs.} \\7 \text{ hrs.} \times \frac{4}{5} &= 5.6 \text{ hrs.} \\5 \text{ hrs.} + 36 \text{ min.} + \frac{1}{2} \text{ hr.} &= 6 \text{ hr. 6 min. per day}\end{aligned}$$

**APPENDIX F (1.)
EXTRA DUTY PAY SCHEDULE
(Academic & Student Related Activities)**

LEVEL		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
A Project First (HS) Band Director (HS) Drama Coordinator – Musical (HS)										
LEVEL A – Yearly Rates	2005-06	2572	2679	2791	2903	3019	3139	3265	3396	3532
	2006-07	2675	2786	2903	3019	3140	3265	3396	3532	3673
	2007-08	2782	2898	3019	3140	3265	3395	3531	3673	3820
	2008-09	2893	3014	3139	3265	3396	3531	3673	3820	3973
B Comptroller Student Council (HS) Yearbook (HS) Pool Coordinator Summer Band										
LEVEL B – Yearly Rates	2005-06	2329	2426	2527	2628	2733	2843	2956	3074	3197
	2006-07	2422	2523	2628	2733	2842	2957	3074	3197	3325
	2007-08	2519	2624	2733	2842	2956	3075	3197	3325	3458
	2008-09	2620	2729	2843	2956	3074	3198	3325	3458	3596
C Academic Club (HS) - Multimedia Club Colorguard (HS)										
LEVEL C – Yearly Rates	2005-06	1767	1840	1917	1994	2073	2156	2243	2332	2426
	2006-07	1838	1914	1994	2074	2156	2242	2333	2425	2523
	2007-08	1911	1990	2073	2157	2242	2332	2426	2522	2624
	2008-09	1988	2070	2156	2243	2332	2425	2523	2623	2729
D Drama Coordinator – Musical (MS) Student Council (MS) – (2 positions) Washington Trip Coordinator (MS) Yearbook (MS)										
LEVEL D – Yearly Rates	2005-06	1703	1774	1848	1922	1999	2079	2162	2248	2338
	2006-07	1771	1845	1922	1999	2079	2162	2248	2338	2432
	2007-08	1842	1919	1999	2079	2162	2249	2338	2431	2529
	2008-09	1916	1996	2079	2162	2249	2339	2432	2529	2630
E AP Coordinator (HS) Focus Editor Drill Designer (HS)										
LEVEL E – Yearly Rates	2005-06	1310	1364	1421	1478	1537	1598	1662	1729	1798
	2006-07	1362	1419	1478	1537	1598	1662	1728	1798	1870
	2007-08	1417	1475	1537	1599	1662	1728	1798	1870	1945
	2008-09	1474	1534	1598	1663	1729	1798	1870	1945	2023
F Drama Assistant – Musical Vocal (HS) Drama Assistant – Musical Instrumental (HS)										
LEVEL F – Yearly Rates	2005-06	1206	1256	1308	1360	1415	1471	1530	1591	1655
	2006-07	1254	1306	1360	1414	1472	1530	1591	1655	1721
	2007-08	1304	1358	1415	1471	1530	1591	1655	1721	1790
	2008-09	1357	1413	1471	1530	1592	1655	1721	1790	1862

APPENDIX F (2.)
EXTRA DUTY PAY SCHEDULE
(Academic & Student Related Activities)

LEVEL		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
G Mad Vocals (HS) Band (5 th – Elem) Band Assistant (HS) Blue Notes (HS) Chorus (4 th – Elem) Chorus (5 th – Elem) Jazz Ensemble (HS) Orchestra (5 th – Elem) Swing Choir (HS) Triple Trio (HS)										
LEVEL G – Yearly Rates	2005-06	1110	1156	1204	1252	1302	1354	1409	1465	1523
	2006-07	1154	1202	1252	1302	1354	1408	1465	1524	1584
	2007-08	1201	1250	1302	1354	1408	1464	1524	1585	1647
	2008-09	1249	1300	1354	1408	1465	1523	1585	1648	1713
H Advisor (HS – 12 th) - (2 positions) Band (4 th – Elem) Orchestra (4 th – Elem)										
LEVEL H – Yearly Rates	2005-06	930	969	1009	1049	1091	1135	1180	1228	1277
	2006-07	967	1008	1049	1091	1135	1180	1227	1277	1328
	2007-08	1006	1048	1091	1135	1180	1228	1276	1328	1381
	2008-09	1046	1090	1135	1180	1227	1277	1327	1381	1436
I Advisor (11 th – HS) – (2 positions) Honor Society (HS) Model UN (HS) Newspaper (HS) Percussion Assistant (HS) Tech & Design for Musical & Straight Play (HS) Washington Trip Assistant (MS)										
LEVEL I – Yearly Rates	2005-06	816	850	885	920	957	996	1035	1077	1120
	2006-07	849	884	920	957	995	1036	1076	1120	1165
	2007-08	883	919	957	995	1035	1077	1119	1165	1211
	2008-09	918	956	996	1035	1076	1120	1164	1211	1260

APPENDIX F (3.)
EXTRA DUTY PAY SCHEDULE
(Academic & Student Related Activities)

J Academic Club (HS) – Adventure Club Academic Club (HS) – Art Club (2 positions) Academic Club (HS) – Chess Club (2 positions) Academic Club (HS) – Drama Club Academic Club (HS) – Future Business Leaders Academic Club (HS) – Key Club Academic Club (HS) – Language Club Academic Club (HS) – Masterminds (2 positions) Academic Club (HS) – Mathletes Academic Club (HS) – Natural Helpers (2 positions) Academic Club (HS) – Odyssey Mind (2 positions) Academic Club (HS) – SADD Academic Club (HS) – SLED Academic Club (HS) – Varsity Club Advisor (10 th – HS) – (2 positions) Advisor (9 th – HS) – (2 positions) Bookstore (HS) Choreographer SC/TT (HS) Drama Choreographer Musical (HS) Drama Publicity Musical & Straight Play (HS) Drama Coordinator Straight Play (HS) Drama Assistant Musical Vocal (MS) Drama Coordinator Straight Play (MS) Environmental Club (HS) Full Orchestra (HS) Jazz Ensemble (MS) Special Events (Elem) – (3 Elem positions) Stage Band (MS)											
	LEVEL J – Yearly Rates	2005-06	710	739	770	801	833	866	901	937	974
		2006-07	738	769	801	833	866	901	937	974	1013
		2007-08	768	799	833	866	901	937	975	1013	1053
		2008-09	799	831	866	901	937	974	1014	1054	1096

**APPENDIX F (4.)
EXTRA DUTY PAY SCHEDULE
(Academic & Student Related Activities)**

LEVEL		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
K										
Academic Club (MS) – Academic Challenge Bowl										
Academic Club (MS) – Art Club										
Academic Club (MS) – Chess Nuts										
Academic Club (MS) – Drama Club										
Academic Club (MS) – Great Books										
Academic Club (MS) – Language Club (2 positions)										
Academic Club (MS) – Nature Club										
Academic Club (MS) – Variety Show (2 positions)										
Academic Club (MS) – Weight Training Club										
Academic Club (Elem) – Great Books (3 positions)										
Choir Director (HS)										
Chorus - Pop (MS)										
Class Acts (HS) (2 positions)										
Drama Costumer Musical (HS) – (2 positions)										
Drama Costumer Straight Play (HS)										
Drama Producer Musical (t-shirts, rights, posters) (HS)										
Drama Producer Straight Play (HS)										
Literary Magazine (HS)										
Newspaper (MS)										
Pioneer Day (Elem)										
Prof. Development Committee (# varies)										
Science Fun Day (Elem)										
Safety Patrol (Barclay)										
Safety Patrol (Hill)										
Student Council (Hill)										
LEVEL K – Yearly Rates	2005-06	617	643	670	697	725	754	784	815	848
	2006-07	642	669	697	724	754	784	815	848	882
	2007-08	667	695	725	754	784	816	848	882	917
	2008-09	694	723	754	784	816	848	882	917	954

**APPENDIX F (5.)
EXTRA DUTY PAY SCHEDULE
(Academic & Student Related Activities)**

LEVEL	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
L									
Academic/Service Club (Elem) – (3 positions)									
Art Club A (Elem)									
Art Club B (Elem)									
Art Club (Hill)									
Academic Club (HS) – Business Club									
Academic Club (HS) – Amateur Movie Club									
Academic Club (HS) – Fashion Club									
Academic Club (HS) – Flying Club									
Academic Club (HS) – Gay Straight Alliance									
Academic Club (HS) – Mock Trial Club									
Academic Club (HS) – Philosophy Club									
Academic Club (HS) – Table Tennis Club									
Academic Club (MS) – Baking Club									
Academic Club (MS) – Book Store									
Academic Club (MS) – Card Club									
Academic Club (MS) – Dance Club									
Academic Club (MS) – Diversity Club									
Academic Club (MS) – Skateboarding Club									
Chorus – Handsome Devils (HS)									
Chorus Director (HS)									
Chorus – Hilltop Chorus (Elem - Hill)									
Chorus – Madrigal Feast (2 positions)									
Colorguard Assistant (HS)									
Computer Club (Elem - BS)									
Drama Costumer – Musical (MS)									
Drama Ticket Coordinator (All Plays)									
Drama Make-Up (All Plays)									
Drama Tech & Design (MS)									
Drama Props (HS)									
Orchestra Director (HS)									
Orchestra – Hilltop Brass (Elem - Hill)									
LEVEL L – Yearly Rates									
2005-06	346	360	375	390	406	422	439	456	474
2006-07	360	374	390	406	422	439	457	474	493
2007-08	374	389	406	422	439	456	475	493	513
2008-09	389	405	422	439	457	475	494	513	533

**APPENDIX F (6.)
EXTRA DUTY PAY SCHEDULE
(Academic & Student Related Activities)**

NO LEVEL ASSIGNED		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
District Accompanist	2005-06	2840	2954	3072	3195	3323	3456	3594	3738	3888
	2006-07	2954	3072	3195	3323	3456	3594	3738	3888	4044
	2007-08	3072	3195	3323	3456	3594	3738	3887	4043	4205
	2008-09	3195	3323	3456	3594	3738	3888	4043	4205	4373

NO LEVEL ASSIGNED		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
*Student Assistance Program	2005-06	17,886	18,601	19,345	20,119	20,924	21,761	22,632	23,537	24,478
	2006-07	18,601	19,345	20,119	20,924	21,761	22,631	23,537	24,478	25,457
	2007-08	19,345	20,119	20,924	21,761	22,631	23,537	24,479	25,458	26,475
	2008-09	20,119	20,924	21,760	22,631	23,537	24,478	25,458	26,476	27,534

* Funds to be divided by the number of participants as per formula agreed upon by the District and BTA

MISCELLANEOUS		Rate
Music Chaperones	2005-06	\$73.84 per day
	2006-07	\$76.79 per day
	2007-08	\$79.87 per day
	2008-09	\$83.06 per day

Dance Chaperones	2005-06	\$13.76 per hour
	2006-07	\$14.31 per hour
	2007-08	\$14.88 per hour
	2008-09	\$15.48 per hour

APPENDIX G (1.)

**COACHING SALARY SCHEDULE
(Athletic Activities)**

Level/Sport	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
A									
Basketball - Varsity – Girls Basketball-Varsity (Boys) Football - Varsity Wrestling - Varsity									
2005-06	3693	3846	4006	4172	4339	4511	4691	4878	5073
2006-07	3841	4000	4166	4339	4513	4691	4879	5073	5276
2007-08	3994	4160	4333	4512	4693	4879	5074	5276	5487
2008-09	4154	4326	4506	4693	4881	5074	5277	5487	5706

Level/Sport	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
B									
Cheerleading –Varsity (Winter) Ice-Hockey - Varsity Swimming – Varsity (Boys) Track – Varsity (Winter)									
2005-06	3183	3315	3453	3596	3739	3888	4043	4204	4373
2006-07	3310	3448	3591	3740	3889	4044	4205	4372	4548
2007-08	3443	3586	3735	3889	4044	4205	4373	4547	4730
2008-09	3580	3729	3884	4045	4206	4373	4548	4729	4919

Level/Sport	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
C									
Baseball – Varsity (Boys) Basketball – JV (Boys) Basketball – (Boys) Program Asst. Basketball – JV (Girls) Basketball – (Girls) Program Asst. Cheerleading – Varsity (Fall) Cheerleading – JV – (Winter) Cross Country - Varsity Football – Varsity Asst. (3) Football – JV (2)									
<i>(continued)</i>									

APPENDIX G (2.)

**COACHING SALARY SCHEDULE
(Athletic Activities)**

Level/Sport	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
C									
Golf – Varsity (Boys)									
Golf – Varsity (Girls)									
Lacrosse – Varsity (Boys)									
Lacrosse – Varsity (Girls)									
Soccer – Varsity (Boys)									
Soccer – Varsity (Girls)									
Softball – Varsity (Girls)									
Swimming – Varsity (Girls)									
Tennis – Varsity (Boys)									
Tennis – Varsity (Girls)									
Track – Varsity (Boys)									
Track – Varsity (Girls)									
Volleyball – Varsity (Boys)									
Volleyball – Varsity (Girls)									
Wrestling - JV									
Wrestling – Program Asst.									
2005-06	2633	2731	2844	2963	3082	3208	3331	3464	3602
2006-07	2738	2840	2958	3082	3205	3336	3464	3603	3746
2007-08	2848	2954	3076	3205	3333	3470	3603	3747	3896
2008-09	2962	3072	3199	3333	3467	3609	3747	3897	4052

Level/Sport	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
D									
Bowling – Varsity									
Cross Country - Assistant									
Football – Modified (Head)									
Ice-Hockey – Program Asst.									
Swimming - Assistant (Boys) (2)									
Track – Winter Assistant (3)									
2005-06	2328	2424	2529	2630	2735	2844	2957	3075	3198
2006-07	2421	2521	2630	2735	2844	2958	3075	3198	3326
2007-08	2518	2622	2735	2845	2958	3076	3198	3326	3459
2008-09	2619	2727	2845	2958	3077	3199	3326	3459	3597

**APPENDIX G (3.)
COACHING SALARY SCHEDULE
(Athletic Activities)**

Level/Sport	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
E									
Baseball – ProgramAsst.(Boys)									
Baseball – JV (Boys)									
Basketball – Freshman (Boys)									
Basketball – Mod A (Girls)									
Cheerleading – JV (Fall)									
Cheerleading – Mod A (Winter)									
Equipment Manager									
Football -Freshman (2)									
Golf – JV									
Ice-Hockey – JV									
Lacrosse – JV (Boys)									
Lacrosse – Assistant (Boys)									
Lacrosse – JV (Girls)									
Lacrosse – Assistant (Girls)									
Soccer – JV (Boys)									
Soccer – JV (Girls)									
Soccer – Program Asst (Boys)									
Soccer – Program Asst. (Girls)									
Tennis – JV (Boys)									
Tennis – JV (Girls)									
Softball – JV (Girls)									
Softball – Program Asst. (Girls)									
Swimming - Asst. (Girls) (2)									
Track – Asst. (Boys)									
Track – Asst. (Girls)									
Volleyball – JV (Boys)									
Volleyball – JV (Girls)									
2005-06	2107	2194	2289	2380	2475	2574	2676	2783	2894
2006-07	2191	2282	2381	2475	2574	2677	2783	2894	3010
2007-08	2279	2373	2476	2574	2677	2784	2894	3010	3130
2008-09	2370	2468	2575	2677	2784	2895	3010	3130	3255

**APPENDIX G (4.)
COACHING SALARY SCHEDULE
(Athletic Activities)**

Level/Sport	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
F									
Baseball – Mod A (Boys)									
Basketball – 8 th (Boys)									
Basketball – 7 th (Boys)									
Soccer – Mod A (Boys)									
Soccer – Mod A (Girls)									
Softball – Mod A (Girls)									
Wrestling – Mod (A)									
2005-06	1870	1947	2031	2112	2196	2283	2374	2468	2566
2006-07	1945	2025	2112	2196	2284	2374	2469	2567	2669
2007-08	2023	2106	2197	2284	2375	2469	2568	2669	2775
2008-09	2103	2190	2285	2376	2470	2568	2670	2776	2886

Level/Sport	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
G									
Baseball – Mod BI (Boys)									
Baseball - Mod BII (Boys)									
Basketball – 7 th (Girls)									
Basketball – 8 th (Boys)									
Cross Country – Mod B									
Football – Mod B (3)									
Lacrosse – Mod B (Boys)									
Lacrosse – Mod B (Girls)									
Soccer – 8 th (Boys)									
Soccer – 7 th (Boys)									
Soccer – 8 th (Girls)									
Soccer – 7 th (Girls)									
Softball – Mod BI (Girls)									
Softball – Mod BII (Girls)									
Swimming – Mod B (Boys)									
Swimming – Mod B (Girls)									
Track – Mod B (3)									
Volleyball – Mod B (Boys)									
Volleyball – 8 th (Girls)									
Volleyball – 7 th (Girls)									
2005-06	1709	1780	1857	1931	2008	2088	2171	2259	2347
2006-07	1777	1851	1931	2008	2088	2172	2258	2349	2441
2007-08	1848	1925	2009	2089	2172	2258	2348	2443	2539
2008-09	1922	2002	2089	2172	2259	2349	2442	2541	2640

NON-DISCRIMINATION POLICY

It is the policy of the Board of Education of Brockport Central School District to provide, through a positive and effective program, equal opportunities for employment, retention and advancement of all people regardless of race, color, creed, religion, national origin, political affiliation, sex, sexual orientation, gender identity, age, marital status, military status, veteran status or disability. Sexual orientation is defined as heterosexuality, homosexuality, bisexuality, or asexuality, whether actual or perceived. Brockport Central School District is in full compliance with Title IX of the Educational Amendments of 1972 and Section 504 of the Rehabilitation Act of 1973. The Board's Policy of non-discrimination includes the following: recruitment and appointment of employees; employment pay and benefits; counseling services for students; access by students to educational programs; course offerings; and student activities.

The district official responsible for the coordination of activities relating to the above compliance's is the Personnel Administrator, Brockport Central School, Brockport, New York 14420-2296. This official will provide information including complaint procedures to any student, employee or person who feels that her or his rights have been violated by the district or its officials.

APPENDIX H (1.)

**Brockport Central School
TEACHER STEP SCHEDULE
2005-06**

STEP*	PROVISIONAL/INITIAL	MASTERS	PERMANENT/ PROFESSIONAL
1	34,410	35,420	36,430
2	35,609	36,619	37,629
3	36,854	37,864	38,874
4	38,144	39,154	40,164
5	39,481	40,491	41,501
6	40,870	41,880	42,890
7	42,310	43,320	44,330
8	43,804	44,814	45,824
9	45,354	46,364	47,374
10	46,962	47,972	48,982
11	48,628	49,638	50,648
12	50,359	51,369	52,379
13	52,154	53,164	54,174
14	54,016	55,026	56,036
15	55,945	46,955	57,965
16	57,949	58,959	59,969
17	60,027	61,037	62,047
18	62,184	63,194	64,204
Off Step Increment**	2,500	2,500	2,500

**After reaching the top step of the salary schedule, a teacher will receive the Off Step increment of \$2,500

APPENDIX H (2.)

**Brockport Central School
TEACHER STEP SCHEDULE**

2006-07

STEP*	PROVISIONAL/INTIAL	MASTERS	PERMANENT/ PROFESSIONAL
1	34,773	35,793	36,814
2	35,984	37,005	38,026
3	37,243	38,263	39,284
4	38,546	39,567	40,587
5	39,897	40,918	41,939
6	41,301	42,321	43,342
7	42,756	43,777	44,798
8	44,266	45,286	46,307
9	45,833	46,853	47,874
10	47,457	48,478	49,499
11	49,142	50,162	51,183
12	50,890	51,911	52,931
13	52,705	53,725	54,746
14	54,586	55,606	56,627
15	56,535	57,556	58,576
16	58,560	59,581	60,601
17	60,661	61,681	62,702
18	62,840	63,860	64,881
Off Step Increment**	2,500	2,500	2,500

**After reaching the top step of the salary schedule, a teacher will receive the Off Step increment of \$2,500

APPENDIX H (3.)

**Brockport Central School
TEACHER STEP SCHEDULE
2007-08**

STEP*	PROVISIONAL/INITIAL	MASTERS	PERMANENT/ PROFESSIONAL
1	35,162	36,194	37,226
2	36,387	37,419	38,451
3	37,660	38,692	39,724
4	38,978	40,010	41,042
5	40,344	41,376	42,408
6	41,763	42,795	43,828
7	43,235	44,267	45,299
8	44,762	45,794	46,826
9	46,346	47,378	48,410
10	47,989	49,021	50,053
11	49,692	50,724	51,756
12	51,460	52,492	53,524
13	53,295	54,327	55,359
14	55,197	56,229	57,261
15	57,168	58,200	59,232
16	59,216	60,248	61,280
17	61,340	62,372	63,404
18	63,544	64,576	65,608
Off Step Increment**	2,500	2,500	2,500

**After reaching the top step of the salary schedule, a teacher will receive the Off Step increment of \$2,500

APPENDIX H (4.)

**TEACHER STEP SCHEDULE
2008-09**

STEP*	PROVISIONAL/INITIAL	MASTERS	PERMANENT/ PROFESSIONAL
1	35,593	36,638	37,682
2	36,833	37,878	38,922
3	38,121	39,166	40,211
4	39,455	40,500	41,545
5	40,838	41,883	42,928
6	42,275	43,320	44,364
7	43,765	44,810	45,854
8	45,310	46,355	47,399
9	46,914	47,958	49,003
10	48,577	49,622	50,666
11	50,301	51,345	52,390
12	52,090	53,135	54,180
13	53,948	54,992	56,037
14	55,873	56,918	57,963
15	57,869	58,913	59,958
16	59,941	60,986	62,031
17	62,091	63,136	64,181
18	64,322	65,367	66,411
Off Step Increment**	2,500	2,500	2,500

**After reaching the top step of the salary schedule, a teacher will receive the Off Step increment of \$2,500

APPENDIX I

**ADMINISTRATOR'S FORM FOR REPORTING
OBSERVATIONS OF PROBATIONARY TEACHERS**

Teacher's Name _____ Subject or Grade Level _____

Observer's Name _____

Probationary year #1 Observation #1 by Nov. 15, #2 by Feb. 1, #3 by Apr. 15
year #2 #1 by Dec. 15, #2 by Apr. 15
year #1 #1 by Apr. 15

Date of start of probationary period _____

Date of Observation _____

Length of Observation _____

Any instructional deficiencies observed and recommended remedies should be written in this report.

NOTE: Teachers who wish to respond to this evaluation may do so on the back of this page.

Teacher's Signature _____ Date _____

Administrator's Signature _____ Date _____

BROCKPORT CENTRAL SCHOOL DISTRICT
ANNUAL PROFESSIONAL PERFORMANCE REVIEW
(for all Teaching Staff)

Name of Teacher _____

Date _____

Building _____

Administrator _____

The Board of Regents of New York State in Commissioner's Regulation 100.2(2) mandated that all school districts adopt an Annual Performance Review to ensure that all professional staff are reviewed annually.

The purpose of this Annual Professional Performance Review is to assist teachers to maintain a high level of performance and professional growth.

This instrument will deal with many aspects of the teacher's role in the school setting and does not preclude individual lesson observations. It is designed to be an overall professional review of an individual teacher's total performance.

Developed September 1, 1987
Revised 8/22/00, 9/00, 12/6/01, 12/17/01, 1/25/02, 1/16/03, 2/14/05, 4/28/05, 3/27/06, 10/10/06

A separate document agreed to by the parties exists for School Counselors, School Psychologists and School Social Workers

TITLE IX

The Board of Education of the Brockport Central School District does not discriminate on the basis of sex, race, color, national origin, sexual orientation, gender identification, or handicapping condition in the educational programs or activities which it operates. Brockport Central School District is in full compliance with Title IX of the Educational Amendments of 1972 and Section 504 of the Rehabilitation Act of 1973. The Board's policy of non-discrimination includes the following: recruitment and appointment of employees; employment pay and benefits; counseling services for students; access by students to education program; course offerings; and student activities.

The District official responsible for the coordination of activities relating to the above compliance is the Director of Personnel & School Community Relations, Brockport Central School District, Brockport, N.Y., 14420, 637-5303. The official will provide information including compliant procedures to any student, employee or person who feels that her or his rights have been violated by the district or its officials.

Brockport Central School District CODE OF CONDUCT

"This is our school and each of us has the responsibility to make it a good place to be and learn"

The intent of this Code of Conduct is to promote responsible behavior that creates an orderly and safe school environment. It is the belief of the Brockport Central School District that everyone in our community must strive toward contributing to this goal. The objective is to develop a moral school community based on:

RESPONSIBLE BEHAVIOR

Use of self control in your actions and language.

MUTUAL RESPECT

Treat yourself and others with care and consideration.

CONCERN FOR OTHERS

Be truthful, honest and fair in your dealings with others.

COOPERATION WITH OTHERS

Listen and work together.

PERSONAL EXCELLENCE

Put forth your best effort in whatever you attempt.

Teacher Name ____ Administrator Name ____ Date

I. CRITERIA

The following criteria will be used by the administrator in the review of each professional staff member:

A. INSTRUCTION AND STUDENT ASSESSMENT

	S	N	N/A	Comments
1. Presents lessons that actively engage students in their learning.				
2. Presents clear and purposeful activities that promote student learning.				
3. Selects objectives aligned with State and District Standards and Benchmarks at the appropriate instructional level.				
4. Demonstrates thorough knowledge of subject matter and curriculum.				
5. Demonstrates evidence of planning and organizing.				

S - Satisfactory

N - Needs Improvement

N/A - Non-Applicable

Teacher Name ___ Administrator Name ___ Date

A. INSTRUCTION AND STUDENT ASSESSMENT (continued)

- 6. Demonstrates that the teaching/learning process is reviewed, effectively assessed, and appropriate adjustments are made on a continuing basis.

S	N	N/A	Comments

B. STUDENT DEVELOPMENT

- 1. Demonstrates knowledge of student development and implements developmentally appropriate instructional strategies.
- 2. Demonstrates an understanding and appreciation of the diversity of students.

S	N	N/A	Comments

C. CLASSROOM ENVIRONMENT

- 1. Demonstrates appropriate interactions between teacher and student(s) that reflect the Code of Conduct.
- 2. Demonstrates appropriate classroom management skills supportive of differing student learning needs.

S	N	N/A	Comments

S - Satisfactory

N - Needs Improvement

N/A - Non-Applicable

Teacher Name ____ Administrator Name ____ Date

C. CLASSROOM ENVIRONMENT (continued)

S	N	N/A	Comments
			<p data-bbox="100 378 601 480">3. Provides a safe and orderly environment conducive to student learning.</p>

D. PROFESSIONAL MANAGEMENT

S	N	N/A	Comments
			<p data-bbox="100 810 518 912">1. Properly maintains required student records in a timely manner.</p>
			<p data-bbox="100 1087 581 1151">2. Displays regular attendance and punctuality.</p>
			<p data-bbox="100 1364 584 1461">3. Provides appropriate information for substitute teachers when necessary.</p>
			<p data-bbox="100 1598 540 1661">4. Follows through on delegated tasks.</p>

S - Satisfactory

N - Needs Improvement

N/A - Non-Applicable

Teacher Name ____ Administrator Name ____ Date

E. COMMUNICATION

1. Provides pupils and parents with appropriate feedback concerning the assessment of student progress.

2. Establishes and maintains effective collaborative relationships with students, parents or caregivers, school staff, and support personnel, as needed, to meet learning needs of students.

S	N	N/A	Comments

S - Satisfactory

N - Needs Improvement

N/A - Non-Applicable

Teacher Name ____ Administrator Name ____ Date

.....
To be completed by teacher and returned to the administrator prior to the A.P.P.R. conference.

F. SELF REFLECTION

The teacher will list the goals from the previous year's A.P.P.R., then provide for each goal comments regarding his/her progress. The teacher may also describe in the narrative how participation in professional development activities supported progress towards the goals.

Attach additional pages as necessary.

First year teachers will complete this section for goals determined during the school year by the teacher and his/her administrator.

Teacher Name ____ Administrator Name ____ Date

.....
To be completed by teacher and returned to the administrator prior to the A.P.P.R. conference.

G. PROFESSIONAL DEVELOPMENT

In this section the teacher will list and describe professional development activities that support individual, team, grade level, department, building and/or district goals. Your list may include but is not limited to any or all of the following:

<i>Actions to meet certification requirements (college courses)</i>	<i>Professional Memberships</i>
<i>Committee work (building, district, BOCES)</i>	<i>Professional Reading</i>
<i>Conference attendance</i>	<i>Research</i>
<i>Mentorships</i>	<i>Workshops, in-service, staff development offerings</i>
<i>Or other activities undertaken for professional growth</i>	

Teacher Name ____ Administrator Name ____ Date

.....
To be completed by teacher and returned to the administrator prior to the A.P.P.R. conference.

H. The Professional Development Plan approved by the Board of Education contains three District Educational Achievement and School Climate Goals:

1. Brockport student cohorts will meet their Annual Yearly Progress goals as determined for their level by NCLB
2. As measured by State and local assessments, Brockport students will increase academic skills and content understanding through integrating reading and writing strategies in all areas
3. Brockport students will meet higher levels of academic achievement in a safe and healthy school climate as measured by student attendance, suspension rates, asset building activities and clubs, etc.

As you consider these goals and the progress you have made on last year's A.P.P.R. goals, what are your thoughts and ideas for next year's goals to help focus your professional growth? *Please share them in the space below.*

At our upcoming A.P.P.R. conference we will identify goals for next year that will support your professional growth and that are aligned with district goals from the PDP and school objectives. (See attached).

The final list of goals may include those suggested by the teacher, those suggested by the administrator, and those goals identified during the A.P.P.R. Conference.

Teacher Name ____ Administrator Name ____ Date

.....
To be completed by administrator

I. Overall Evaluation

Teacher Name ____ Administrator Name ____ Date

.....
To be completed at the A.P.P.R. conference

J. GOALS FOR NEXT SCHOOL YEAR:

Please place an "X" in one box below:

- As a result of our discussion on goals for next year, the following goals have been developed for the next school year. If events or information result(s) in a desire to review these goals, the teacher and administrator will meet by October 15 to revisit the goals. The final list of goals may include those suggested by the teacher, those suggested by the administrator, and those goals identified during the A.P.P.R. Conference.
- We have decided to complete this section (Section J) by October 15 of the next school year so that we can form goals knowing more about your assignment for the year.

Teacher Name ____ Administrator Name ____ Date

.....
Teacher Comments:

Teacher's Signature

Date

Administrator's Signature

Date

II. TIME SCHEDULE AND PROCEDURE:

- A. All Annual Professional Performance Reviews will be conducted by an administrator at a mutually convenient meeting held between the teacher and administrator.

- B. All teachers will be reviewed on an annual basis prior to June 15th of each year in compliance with Part 100.2(2) of the Regulations of the Commissioner of Education.

- C. Should an "N" be checked in any area, there will be a comment explaining the specific reason(s) for such a rating.

- D. Process:
 - 1. The assessment approaches and procedures to be used for non-tenured and tenured teachers are contained in the Agreement between the Brockport Teachers Association and the Board of Education.

 - 2. Sections F, G and H will be given to the teacher in advance of their meeting with the building administrator so that the teacher can complete these sections prior to the A.P.P.R. conference.

 - 3. Sections A, B, C, D, E and I of the A.P.P.R. will be completed by the building administrator and given to the teacher prior to the A.P.P.R. conference.

 - 4. During the A.P.P.R. conference:
 - a) ample time will be provided to discuss each aspect of the A.P.P.R.
 - b) there will be a discussion of the teacher's and administrator's thoughts and ideas for goals
 - c) section J will be completed or deferred to the fall of the next school year
 - d) if events or information result in a desire to review these goals, the teacher and administrator will meet by October 15 to revisit the goals

e) D. Process: (continued)

5. After the administrator and teacher have signed and dated the A.P.P.R., it will be copied for the teacher and the principal and the original forwarded to the District Office for inclusion into the teacher's personnel file.
 - a) The form shall contain the signatures of the administrator who conducted the performance review and the teacher. The teacher's signature shall acknowledge receipt of the review form and shall not in itself signify agreement with the contents of the performance review.
 - b) Teachers shall have the right to respond or clarify any performance review placed in his/her personnel file. The form shall provide space for such response.
 - c) Teachers and representatives of his/her choice who accompany them, upon request, shall be given access to his/her personnel file as maintained by the Superintendent of Schools and/or the building principal and shall have the right to copy all materials contained in those files.
 - d) If material critical of a teacher's conduct, performance, character, or personality is to be placed in his/her personnel file, the teacher shall be given reasonable notice prior to its placement in the file and an opportunity to review the material and submit a written rebuttal which shall be attached to the material and included in the file.

E. Professional Improvement Plan

Occasionally a teacher's performance level falls below acceptable standards to the degree that an individualized professional improvement plan is necessary to regain and sustain satisfactory standards. The improvement plan is designed to offer all available resources to help improve the performance of tenured teachers who are experiencing significant difficulties in meeting acceptable professional standards.

An improvement plan for a teacher is initiated upon the recommendation of a building principal and/or other appropriate supervisor in writing to the Superintendent of Schools or designee. The recommendations should explain how the teacher is experiencing difficulty meeting classroom teaching standards, how the teacher would benefit from an improvement plan, and the efforts the administrator has made to assist the teacher to improve the teacher's classroom teaching performance. Appropriate documentation should accompany the recommendation. A copy of the recommendation shall be provided to the teacher.

The improvement plan will include recommendations that will address the performance factors at issue. The improvement plan may include recommendations:

- of specific expected behaviors or activities.
- to attend various kinds of training or course work.

E. Professional Improvement Plan (continued)

- to observe model lessons
- to have further analysis of his/her lessons, e.g., videotape, self-review, peer review.
- of professional readings.

Teachers who require a plan shall be observed and supervised on a more frequent basis and may be provided additional assistance as determined by the administrator on an individual basis. In addition, the district's efforts to address the performance of teachers whose performance is evaluated as unsatisfactory will be reported to the State Education Department on an annual basis as required.

F. Training in Performance Evaluation

All administrators in the Brockport Central School District will receive annual training in quality supervision and evaluation practices. In addition, probationary administrators will be observed and provided feedback to ensure high quality instructional leadership skills. The Assistant Superintendent for Instruction will ensure the annual training of all instructional administrators.

G. Performance Review of the Superintendent

The Board of Education will annually review the performance of the Superintendent of Schools according to the agreement reached between the Board and Superintendent. Evaluation tools and procedures will be kept on file in the district office and available for review by September 10 of each year.

APPENDIX K
BROCKPORT CENTRAL SCHOOLS

Professional Growth Plan (PGP)

Title of Professional Growth Plan (PGP): _____

Duration of PGP: Begins _____ and Ends _____

Teacher(s): _____

Administrator: _____

School(s): _____

Goal(s) of Plan: _____

By End of _____ School Year		
What you plan to accomplish by the end of year one.	Methods/Strategies	Resources/Support Needed

Comments: _____

Initial Meeting Date: _____

Note: Documentation of the Concluding Meeting should be made on the Professional Growth Plan (PDP) Summative Appraisal form at the end of the project. A separate summative form should be completed by each faculty member involved with the plan.

Signatures of Project Participants and Administrator(s):

APPENDIX L

BROCKPORT CENTRAL SCHOOL DISTRICT

P³R

PROFESSIONAL PORTFOLIO PERFORMANCE REVIEW

(for all Teaching Staff holding Initial or Transitional Certification)

(Note: *Goals for counselors, psychologists and social workers will come from existing APPR documents)

Name of Teacher:		
New Hire Date:		Certification: (Circle) Initial Transitional
Date:	_____, 200__	
Building:		

The Board of Regents of New York State in Commissioner's Regulation 100.2(2) mandated that all school districts adopt an Annual Performance Review to ensure that all professional staff are reviewed annually. New teachers, with initial or transitional certification must have a professional portfolio and review beginning in September, 2004.

The purpose of the *Professional Portfolio Performance Review (P³R)* is to assist teachers to maintain a high level of performance and professional growth. The teachers, mentors and administrators involved in portfolio development and review will receive training about professional portfolios. The professional portfolio process will continue until the teacher receives tenure from Brockport Central School. After this, teachers may continue the portfolio process as an alternative to the APPR (as a *PGP* or *Professional Growth Plan*).

This instrument will deal with many aspects of the teacher's role in the school setting and does not preclude individual lesson observations. It is designed to be an archival reflection of an individual teacher's total performance. This summary document will be filed in the personnel office in the teacher's permanent file. All artifacts and reflections remain the sole possession of the teacher.

TITLE IX

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RESPONSIBLE BEHAVIOR

Use of self-control in your actions and language.

MUTUAL RESPECT

Treat yourself and others with care and consideration.

CONCERN FOR OTHERS

Be truthful, honest and fair in your dealings with others.

COOPERATION WITH OTHERS

Listen and work together.

PERSONAL EXCELLENCE

Put forth your best effort in whatever you attempt.

P³R

PROFESSIONAL PORTFOLIO PERFORMANCE REVIEW

Directions: The teacher is expected to maintain a *separate* professional portfolio to record and reflect on growth in his/her teaching profession. In the area(s) below the supervisor will and the teacher may, briefly summarize the conference discussion regarding the portfolio. Artifacts and reflections that support the critical skill indicators should be referenced.

Definitions:

Portfolio	A portfolio is a purposeful collection of work that exhibits the author's efforts, progress and/or achievements in one or more areas.
Artifact	An artifact is evidence demonstrating effort, progress or achievement in an area. It could be a document, plan, photograph, video, Powerpoint, or an actual object that supports the professional goal.
Reflection	A reflection is the author's thoughts about the selection of artifacts and judging merit as well as the connection to the essential question governed by the portfolio goal.
Portfolio Goal(s)	A portfolio goal is selected by the teacher and is a professional focus for his/her portfolio. Generally, this will occur on an annual basis in conjunction with APPR and discussions at the building level. A portfolio goal will be aligned with state, district, building and department or grade level goal(s) The initial portfolio goal for a new hire will be established by November 15. The teacher will generally select one goal per year for their portfolio effort.

A goal should be selected from one of the following criteria:

A. INSTRUCTION AND STUDENT ASSESSMENT

Critical Skill Indicators:

- Presents lessons that actively engage students in their learning.
- Presents clear and purposeful activities that promote student learning.
- Selects objectives aligned with State and District Standards and Benchmarks at the appropriate instructional level.
- Demonstrates thorough knowledge of subject matter and curriculum.
- Demonstrates evidence of planning and organizing.
- Demonstrates that the teaching/learning process is reviewed, effectively assessed, and appropriate adjustments are made on a continuing basis.

B. STUDENT DEVELOPMENT

Critical Skill Indicators:

- Demonstrates knowledge of student development and implements developmentally appropriate instructional strategies.
- Demonstrates an understanding and appreciation of the diversity of students.

C. CLASSROOM ENVIRONMENT

Critical Skill Indicators:

- Demonstrates appropriate interactions between teacher and student(s) that reflect the Code of Conduct.
- Demonstrates appropriate classroom management skills supportive of differing student learning needs.
- Provides a safe and orderly environment conducive to student learning.

D. PROFESSIONAL MANAGEMENT

Critical Skill Indicators:

- Properly maintains required student records in a timely manner.
- Displays regular attendance and punctuality.
- Provides appropriate information for substitute teachers when necessary.
- Follows through on delegated tasks.

E. COMMUNICATION

Critical Skill Indicators:

- Provides pupils and parents with appropriate feedback concerning the assessment of student progress.
- Establishes and maintains effective collaborative relationships with students, parents or caregivers, school staff, and support personnel, as needed, to meet learning needs of students.

Teacher Comments (optional):

Teacher Signature: _____ Date: _____

Administrator Signature: _____ Date: _____

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