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#### Contract Database Metadata Elements

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COLLECTIVE NEGOTIATIONS AGREEMENT

BETWEEN

THE SUPERINTENDENT OF SCHOOLS OF  
THE EDMESTON CENTRAL SCHOOL DISTRICT

AND

THE EDMESTON CENTRAL SCHOOL FACULTY ASSOCIATION

Begins: July 1, 2007  
Ends: June 30, 2010

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

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DEC 17 2007

NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD



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## PREAMBLE

This Agreement is by and between the Superintendent of Schools of the Edmeston Central School District ("District") and the Edmeston Central School Faculty Association ("Association"). The Board of Education reserves the right to ratify this Agreement.

### ARTICLE 1. ABOUT THIS AGREEMENT

#### Section 1.1 Duration

- 1.1.1 The term of this Agreement begins at 12:01A.M. on the Execution Date and ends at midnight on June 30, 2010.
- 1.1.2 Each provision of this Agreement has the same beginning and ending dates as the term of this Agreement unless the provision in question expressly states a different beginning or ending date, in which case such different date shall apply.
- 1.1.3 The Edmeston Central School Faculty Association is recognized as the exclusive employee organization of all teachers and teacher assistants (except the Superintendent of Schools, all other full time administrators, and the Director of Guidance), including long term substitutes hired by action of the Board of Education to negotiate collectively with the District in determination of the terms and conditions of employment and the administration of grievances arising thereunder.

#### Section 1.2 Definitions

- 1.2.1 "District" means the Edmeston Central School District and is intended to refer to it as the employing entity. It applies to all persons (e.g., the Superintendent of Schools and administrators) and bodies (e.g., the Board of Education) properly authorized to act on behalf of the District.
- 1.2.2 "Association" means the Edmeston Central School Faculty Association and applies to all persons and bodies properly authorized by the Association to act on its behalf.
- 1.2.3 "Board" means the Board of Education of the District and applies only when it is intended that the Board itself shall act or refrain from action.
- 1.2.4 "Superintendent" means the person appointed by the Board to serve on a regular basis as the District's Superintendent of Schools.



- 1.2.5 "Teacher" and "Teacher Assistant" means a person in a position included in the unit described in the recognition statement of this Agreement.
- 1.2.6 "Party" means the District or the Association.
- 1.2.7 "Parties" means the District and the Association.
- 1.2.8 "Amendment" means a change in the provisions of this Agreement which: (1) is made during the term of the Agreement by mutual consent of the parties, (2) is in writing, (3) is designated therein as an Amendment, and (4) is signed and dated by authorized representatives of the parties.
- 1.2.9 "Agreement" means this Agreement, all appendices referred to in this Agreement and all amendments to this Agreement.
- 1.2.10 "Grievant" means an employee or a group of employees who, or the Association which, has submitted a grievance.
- 1.2.11 "Execution Date" means the date identified as such under the heading 'SUBSCRIPTION' of this Agreement which shall be the date on which representatives of both parties sign this Agreement or, if the representatives sign on different dates, then the latest date on which a party signs.
- 1.2.12 "Unit" means the negotiating unit set forth in the recognition paragraph of this Agreement.
- 1.2.13 "Notice" and "notify" mean that:  
(1) if notice is to be given to the District, it must be done in writing delivered to the Superintendent in person or his/her secretary (in which case the recipient shall sign a receipt therefor) or by sending it to the Superintendent by registered or certified mail or by telegram at the District Office.  
  
(2) if notice is to be given to the Association, it must be done in writing delivered to the President of the Association in person (in which case the President shall sign a receipt therefor) or by sending it to the President by registered or certified mail or by telegram at the President's home address as shown on the books of the District.

- 1.2.14 "Fiscal Year" means the period from July 1<sup>st</sup> to the next succeeding June 30<sup>th</sup>.
- 1.2.15 "Contract Year" means the period from July 1<sup>st</sup> to the next succeeding June 30<sup>th</sup>.

Section 1.3. Changes During Term

- 1.3.1 Except as this Agreement provides otherwise, no provision of this Agreement may be deleted or changed, and no provision may be added to this Agreement, by implication or by any means other than an Amendment to this Agreement.
- 1.3.2 During the term of this Agreement, either party may propose an Amendment, but neither party shall have the right to insist on negotiating any matter whether or not referred to in this Agreement, except the impact of a change in a matter which is a change in a term or condition of employment of persons in the negotiating unit. However, this shall not preclude negotiating a successor to this Agreement.

Section 1.4. Interpretation and Legal Effect

- 1.4.1 Except when this Agreement expressly says otherwise, the following rules apply in interpreting this Agreement.
- (1) Language used in this Agreement is to be construed as strictly against one party as against any other party. It is immaterial which party suggested it.
- (2) Each lettered Appendix referred to in this Agreement (for example, "Appendix A") is a part of this Agreement and is incorporated in this Agreement by reference.
- (3) If it is reasonable to give two or more interpretations to a provision of this Agreement, an interpretation which is consistent with law shall be preferred over one which is not.
- (4) If this Agreement requires a party or a person to do anything which is prohibited by law, the obligation is invalid, but all other obligations imposed by this Agreement remain valid.

- 1.4.2 All the agreements which the parties have reached during negotiations are recorded in this Agreement or in Memoranda of Understanding which bear the same date as the Execution Date or in the separate EIT Agreement. With the exception of the EIT Agreement, this Agreement, together with such Memoranda of Understanding, constitutes the entire and complete record of the binding commitments between the parties. From and after the Execution Date, no other document shall constitute a binding commitment between the parties unless it is (a) dated on or after such Execution Date and (b) signed by a duly authorized representative of each party.
- 1.4.3 If a court or agency of competent jurisdiction determines that a provision of this Agreement is invalid, such determination shall not affect the validity of any other provision of this Agreement. If such determination has been made and no appeal lies therefrom or if the time to appeal has passed and no appeal has been taken, the parties shall not be obliged to observe the invalid provision.
- 1.4.4 Neither party is obliged to continue any policy except to the extent, if any, expressly set forth in a particular provision of this Agreement.

## **ARTICLE 2. DISTRICT – ASSOCIATION RELATIONS**

### Section 2.1. District Rights

- 2.1.1 Respecting the terms and conditions of employees in the negotiating unit, the District reserves and retains solely and exclusively all of its inherent rights to manage the District as such rights existed prior to the execution of this Agreement (except to the extent that such rights have been modified or limited by the express provisions of this Agreement) and as such rights may be conferred on the District or removed or modified by future enactments of law or rules and regulations having the force and effect of law.

### Section 2.2. Payroll Deductions

- 2.2.1 The District shall deduct membership dues and employee contributions for shared cost programs of the District, and the present (5/11/04) tax sheltered annuities plus one chosen by the Association from the paychecks of each teacher/teacher assistant who has voluntarily authorized such deductions in writing delivered to the District's Office.

- 2.2.2 Dues deducted pursuant to this Section 2.2 shall be sent to the Association no later than the first payday of the month following the month in which they were deducted.
- 2.2.3 Dues deductions for a particular teacher/teaching assistant shall begin in the first payroll period after the one in which the voluntary authorization is delivered to the District's Office and shall continue until the first payroll period following the one in which a written cancellation of the authorization by the teacher/teaching assistant is delivered to the District's Office.
- 2.2.4 The Association shall notify the District of the amount of dues to be deducted in each payroll period. If the amount changes, the new amount shall be put into effect not later than the second payroll period following the one in which the District is notified of the change.
- 2.2.5 The Association shall hold the District harmless against any and all suits, claims, demands, and liabilities concerning monies turned over to the Association pursuant to this Section 2.2.
- 2.2.6 The District will continue to make deductions for credit unions and NYSUT Benefit Trust authorized by individual teachers/teaching assistants in writing, provided, however, that the District need not deduct for more credit unions than the sum of one plus the number of credit unions for which deductions were being used as of May 11, 2004.

Section 2.3. Other Association Rights

- 2.3.1 If the District or an arbitrator calls for a meeting during a teacher's/teaching assistant's work day or if the District or an arbitrator requires that a meeting called for by the Association be held during a teachers/teaching assistant's work day, such a teacher/teaching assistant who is in attendance at the meeting shall suffer no loss in pay while at the meeting.
- 2.3.2 The District and the Association shall make available to each other upon reasonable request any and all relevant documents, communications and records concerning matters under negotiation or necessary for the enforcement of this Agreement.
- 2.3.3 Not later than April 1 of the final contract year of this Agreement nor earlier than February 1 of that final contract year, the parties shall exchange written proposals for a successor to this Agreement on a mutually agreeable date.

## ARTICLE 3. GRIEVANCE PROCEDURE

### Section 3.1. General Rules

- 3.1.1 "Grievance" means that a grievant has a dispute or disagreement involving the interpretation or application of one or more provisions of this Agreement.
- 3.1.2 An aggrieved teacher/teaching assistant, group of teachers/teaching assistants or the Association may submit a grievance under the following conditions:
- (1) If a single teacher/teaching assistant submits the grievance, it shall be submitted as Step One orally.
  - (2) If all the teachers/teaching assistants in a group of teachers/teaching assistants are affected by the same act or interpretation of the District, they shall submit the same grievance form as in Appendix A at Step Two without going through Step One.
  - (3) If the act or interpretation of the District concerns a right of the Association as such which is set forth in this Agreement (e.g., dues deductions) the Association shall submit the grievance on its own behalf at Step Two on the form in Appendix A (signed by an authorized officer of the Association) without necessarily going through Step One.
  - (4) It is the duty of those submitting a grievance form to answer fully all questions on the form. A grievance form on which one or more questions have not been answered may be rejected by the Superintendent of Schools. A replacement form may then be submitted if the time limit for submitting a grievance has not expired.
- 3.1.3 Grievance meetings at Step One shall be attended by the grievant and/or the Association representative and the Superintendent or Building Principal. Grievance meetings at Step Two shall be attended by the grievant and the Superintendent and may be attended by another administrator and an Association representative who is a teacher/teaching assistant. Grievance meetings at Step Three shall be attended by the grievant and the members of the Board (or the members of a committee of Board members appointed for the purpose) and may be attended by the Superintendent and an Association representative who is a teacher/teaching assistant. Step Two and Step Three meetings may also be attended by non-teacher/teaching assistant representatives of either party on not less than four days' advance notice to the other party.

Step One, Step Two and Step Three meetings may be attended by any other person who has been invited by either party for the purpose of serving as a witness to matters relevant to the resolution of the grievance.

- 3.1.4 A grievance record shall be maintained by the Superintendent or designee. It shall include, to the extent that these documents exist, copies of the grievance, all answers to the grievance and the grievance settlement memorandum. This grievance record shall be available only to the grievant and the parties, but not to the public unless required by law. All documents, communications and records pertaining to the grievance shall be maintained in the grievance record and not in the personnel files pertaining to any teacher/teaching assistant, but this shall not preclude the District from including in a personnel file a document which reflects action necessary to implement a grievance settlement.
- 3.1.5 Nothing in this grievance procedure shall be construed to limit the right of a teacher/teaching assistant to discuss any complaint (whether or not a grievance) the teacher/teaching assistant may have with the Superintendent or the Building Principal without the intervention of the Association. If the complaint concerns a matter which is a grievance (i.e., falls within paragraph 3.1.1 of this Agreement), the Superintendent shall inform the Association of the disposition of the matter which must not be inconsistent with the provisions of this Agreement.
- 3.1.6 The purpose of grievance meetings is twofold. First, it is to bring out all the facts relevant to the grievance. The Association, the District, the grievant and all persons present who have knowledge of such facts should bring them forth at such meetings. Second, it is to explore possible settlements of the grievance.

#### Section 3.2. Time Limits

- 3.2.1 The parties have agreed on time limits for the processing of grievances which are essential to the successful pursuit of the process. The limits are designed to have matters dealt with while the facts are reasonably fresh in the minds of those who know them and to avoid a prolonged state of uncertainty and dissatisfaction which may accompany a failure to rapidly resolve the matters at issue.

- 3.2.2 Any time limit set forth in this Article 3 may be waived by mutual agreement of the parties. Any such waiver must be reduced to writing at the request of either party.
- 3.2.3 If a grievant fails to submit a grievance within the applicable time limit, the grievance shall be considered waived and no further action need be taken. If a grievant fails to appeal a grievance to the next level, the grievance shall be considered settled by the answer at the last level where one was given and no further action need be taken.
- 3.2.4 If an answer is not given on or before the last day of a time limit, the grievance may be appealed as though the answer had been given on the last day of the limit.
- 3.2.5 "Day", as used in this grievance procedure, means (1) every day on which school is open in the school year, and (2) every day except a Saturday, a Sunday, and Independence Day in the period from July 1 through August 31 which shall be counted as half days.

#### Section 3.3 Steps

- 3.3.1 Step One. A grievance must be submitted orally to the Superintendent or the Building Principal before it is submitted in writing. The Superintendent or the Building Principal (as the case may be) has three working days after the oral submission to answer the grievance orally before a written grievance is permitted to be submitted.
- 3.3.2 Step Two. If the grievance is not resolved at Step One, the grievant may appeal it to Step Two. The appeal shall be accomplished by submitting to the Superintendent the Grievance Form shown in Appendix A not later than the thirty- third day after the day on which the grievant knew or should have known of the occurrence out of which the grievance arises or, if the matter grieved is one of a continuing nature, then not later than the thirty- third day after the first day the grievant became aware of the occurrence. If the grievance is one which may be submitted directly at Step Two without going through Step One, it must be submitted within the same time limit. The Superintendent has five days from the submission of the grievance or the Step Two meeting (as the case may be) within which to answer the grievance in writing. Before answering the grievance, the Superintendent may call for a Step Two

meeting on no less than six days notice to the Association as provided in paragraph 3.1.3 of this Agreement. The Superintendent shall provide one copy of the answer to each grievant and one copy to the Association.

- 3.3.3 Step Three. If the grievant and the Association are not satisfied with the Superintendent's answer or no answer has been given, the grievant, with the consent of the Association, may appeal the grievance to the Board of Education by giving notice within five days after the Association received the Step Two answer. Not later than the fifth day after receipt of the notice, the Board and the Association shall agree on a date for a Step Three meeting. The Board has five days after the day of the Step Three meeting within which to answer the grievance in writing. The Board shall provide one copy of the answer to each grievant, the Superintendent and the Association.

#### Section 3.4. Arbitration

- 3.4.1 If the grievant and the Association are not satisfied with the Step Three answer the Association may appeal the grievance to arbitration by mailing to the American Arbitration Association ("AAA") a demand for arbitration which specifically identifies the grievance being appealed by the name of the grievant and the date of the grievance (and by simultaneously mailing to the Superintendent a copy thereof) not later than the fifteenth (thirtieth, if the Board answer was given between June 20<sup>th</sup> and September 1<sup>st</sup>) working day after the day on which the Association received the Step Three answer. The Association shall request the AAA to send to each party a list of twenty qualified and available arbitrators.
- 3.4.2 Within ten (twenty, if the list is received between June 20<sup>th</sup> and September 1<sup>st</sup>) working days of the receipt of the list of arbitrators, each party shall return its copy of the list to the AAA with the names unacceptable to it crossed off and the remaining names, if any, numbered in order of the party's preference. The AAA shall name its arbitrator the person most preferred by the parties as indicated on the lists, but if there is no mutual choice, then the AAA shall send each party a second list and the foregoing procedure will be repeated. If there is no mutual choice from the second list, the AAA shall name another qualified and available person to serve as arbitrator.



- 3.4.3 The decision of the arbitrator shall be final and binding on the parties.
- 3.4.4 The arbitration shall be conducted in accordance with the Voluntary Labor Arbitration Rules of the AAA to the extent that they do not conflict with the provisions of this Agreement.
- 3.4.5 The arbitrator shall hear the grievance presented, if it is arbitrable, and determine whether this Agreement has been violated as alleged in the grievance. The arbitrator may award an appropriate remedy for any such violation. The arbitrator may not consider any substantive issue raised for the first time in arbitration, but an issue of arbitrability may be considered by the arbitrator unless that issue has been previously presented to a court. In making a decision, the arbitrator shall interpret and apply the provisions of this Agreement, but he shall not add thereto or subtract therefrom.
- 3.4.6 Except as herein provided, the fees and expenses of the arbitrator shall be shared equally by the parties. If the arbitrator charges a fee for an adjourned hearing the party which sought the adjournment shall pay the fee. If either party desires a verbatim transcript of the proceedings, it shall cause the same to be made, shall furnish a copy thereof to the arbitrator and to the other party, and shall pay for the same. If both parties desire such a transcript, they shall share the cost of the arbitrator's copy and shall each pay for its own copy. All other costs occasioned by the arbitration shall be borne by the party which incurs them.
- 3.4.7 The purpose of arbitration as the concluding step of the grievance procedure is to provide an exclusive method of resolving violations of this Agreement when the parties have been unable to resolve them in the preceding steps of the grievance procedure. The parties agree that arbitration shall not be used to attempt to resolve matters which can be resolved through administrative agency procedures (such as the New York State Division of Human Rights, the Federal Equal Employment Opportunities Commission, State or Federal OSHA agencies, the Wage and Hour Division of the United States Labor Department). The sole exception to the foregoing shall be the New York State Public Employment Relations Board. The purpose of this paragraph 3.4.7 is to avoid, to the greatest extent possible, having the same matter tried in more than one forum even though the matter otherwise could be the subject of multiple proceedings before different forums, which may have different remedies available.

#### **ARTICLE 4. TEACHER DAY AND YEAR**

- 4.0.1 The normal work day shall begin at the time determined by the District and end seven hours and seven minutes later except on days when faculty meetings are scheduled; provided that teachers/

teaching assistants will not leave before the buses do. Faculty meetings shall not exceed one per month except in emergencies. Faculty meetings shall not exceed one hour in duration except in emergencies. A teacher/teaching assistant may leave the building during the teacher's/teaching assistant's duty free lunch time if the teacher/teaching assistant checks out and in again at the main office. If a teacher/teaching assistant needs to leave the building at any other time, the teacher/teaching assistant may do so, if the teacher/teaching assistant checks out and in again at the main office. Whereas, the word "unassigned" is used in this Agreement, and whereas it is not defined in Section 1.2., the parties agree that even though this time is unassigned and the teacher/teaching assistant has no teaching or supervisory duties during this period, there are certain expectations of teacher/teaching assistant conduct and demeanor during this time that would include lesson planning, test and assignment corrections, collaborating with colleagues, conferencing, and general implementation of school business.

- 4.0.2 The work year shall be the number of days scheduled in the Otsego Northern Catskills BOCES calendar. However, the number of days scheduled in excess of 180 shall be considered to be available as emergency closing days or to be used as holidays after April 1<sup>st</sup>. If the Board schedules additional teacher/teaching assistant working days lost because of school closings, the teachers/teaching assistants shall work such days without additional compensation provided that the total number of days actually worked shall not exceed 180 for the school year.
- 4.0.3 Parent/Teacher Conferences will be scheduled on a Friday in November, which is within two weeks of the end of the first marking period. The time will be from 1:00PM to 7:30PM. Teachers may schedule a thirty-minute break for dinner.
- Open House will be scheduled during the first week of October and will be from 6:30PM to 8:00PM. Teachers/teaching assistants whose primary focus is Pre-K through 4<sup>th</sup> grade and all special area teachers will be in attendance from 6:30PM to 7:30PM. Teachers/teaching assistants whose primary focus is 5<sup>th</sup> grade through 12<sup>th</sup> grade will be in attendance from 7:00PM to 8:00PM.
- 4.0.4 All teachers and teaching assistants shall have a minimum of thirty minutes duty free time for lunch daily. All teaching assistants shall have a minimum of two fifteen-minute breaks daily, with the exception of teaching assistants responsible for reading instruction in grades K-4, who shall have one fifteen-minute break and one thirty-minute block of planning time daily. The thirty-minute block of planning will not take place between 2:30PM-3:00PM while the 8-period schedule is in effect.
- 4.0.5 Under the normal schedule (eight period days), K-4 teachers shall have a minimum of one forty-two minute unassigned period per day.

4.0.6 Of the eight period day for 5-12 teachers, the normal schedule shall be six instructional periods, one unassigned period, and one non-instructional (e.g., study hall, lunch duty) period. However, a 5-12 teacher may be assigned an additional non-instructional period in lieu of an instructional period. Academic Intervention Service (AIS) periods are defined as extra help periods and shall be considered instructional periods in a 5-12 teacher's schedule. A K-12 Special Area teacher (music, P.E., special education, guidance) may be assigned up to seven periods of instruction in an eight period schedule. In the event that we have a teacher who is assigned to do only AIS, he/she may teach 7 instructional periods per day. A maximum of four student contact periods in sequence may be assigned to 5-12 or K-12 special area teachers. The last thirty minutes of the school day (2:30-3:00PM) will be a common planning period for all K-12 teachers while the 8-period schedule is in effect. This time will be used for a variety of professional development activities including, but not limited to, team meetings, department meetings, multi-grade level meetings, extra help for students, calling/e-mailing parents and parent/teacher conferences. The matter of secondary teacher day shall be referred for further study to a joint committee consisting of two secondary teachers, one elementary teacher, one board member, and two administrators.

4.0.7 Effective September 1, 2007, the parties agree to continue an 8-period schedule for the 2007-08 school year and to form a schedule committee, composed of 4 members of the bargaining unit (chosen by the bargaining unit) and 3 administrators, to investigate alternative modes of scheduling. By January 30, 2008, the committee will make a recommendation to the bargaining unit and to the Board of Education. By mutual agreement of the Board of Education and after formal approval of the Edmeston Central School Faculty Association, the recommendation will go into effect in the 2008-09 school year.

4.0.8 Elementary teachers shall be notified of changes in assignment by March 1 – barring unforeseen changes in enrollment, unexpected loss of a staff member or members, and/or unavoidable elimination of a position or positions.

**4.0.9 AGREEMENT FOR DISTANCE LEARNING**

The Edmeston Central School Board of Education and the Edmeston Central School Faculty Association agree that:

The Otsego Northern Catskills BOCES Distance Learning Project is a new and exciting venture including several school districts in Otsego County. We agree that this is a new project, and that there will be change and adjustment which may have to be made as the project develops and expands. We also agree that due to this project being new and innovative, there is a need for specific time to be devoted toward initial planning and development.

We agree to work together toward planning, development, and implementation of the Otsego Northern Catskills Distance Learning Project, according to the following provisions:

- A. The parties acknowledge and confirm that participation in the Distance Learning Program shall not be used by the District to argue that the Association may have waived any rights that might exist to the exclusivity of bargaining unit work. The parties agree that the Distance Learning Program, in whole or in part, involves bargaining unit work in the provision of educational services to the children of the District.
- B. No current teacher in a tenure area shall be subject to a reduction in force, in whole or in part, as a result of the District sending/receiving courses in that tenure area through a Distance Learning Program.
- C. The parties agree that training for participants will be provided. The cost(s) of appropriate training shall be established and borne by the District. Compensation, if any, for such training for the participants shall be subject to the application provisions of the Edmeston Central School Faculty Association collective bargaining agreement.

**TRANSMITTING (From the Host School)**

- D. Any program delivered from this school district, for the purpose of educating children, shall be taught by a bargaining unit or BOCES employee on a voluntary basis. Due to the interactive nature of the technology, the transmission must be live; subsequent use of taped recordings of live transmissions will be solely for the purposes of student review and/or makeup.
- E. The time of the transmission will be determined by the District, within the normal confines (starting and ending time) of the daily schedule of classes.
- F. The classroom teacher shall not have responsibility to maintain or repair any equipment used in transmitting the lesson or any equipment used in responding to the inquiries of those receiving the broadcast. Operational responsibilities shall be minimal and appropriate training will be provided.

- G. The number of students in a class is very important. We agree that we will all work to maintain manageable class sizes. There will be no more than 20 students enrolled in a course provided over the Otsego Northern Catskill Distance Learning System. This number may be increased to a maximum of 24 with the approval of the host teacher.
- H. All grading of school work and tests shall be done in the host school by the transmitting teacher who will cooperate with a designated person in the receiving school for these purposes. If the grades need to be translated into a different system to agree with the receiving school's system, that shall not be the responsibility of the host school's teacher. The transmitting teacher will send grades to the receiving school at the time, and in the manner, when he/she turns in grades in the host district.
- I. The teacher shall not be expected or required to attend any functions in the receiving school districts, but will be available to receiving students and their parents in the same manner that he/she is available to host school students and parents. (As an example, the out-of-district parents will be invited to Open House in the same manner as host school parents, and the host teachers will not be expected to, or required to, attend the receiving school's Open House). The teacher and the receiving district may make mutually acceptable arrangements including compensation, if necessary, for attendance at such functions beyond the limits as described above.
- J. In the event of the transmitting teacher's absence, the host district shall be expected to provide a trained substitute when it elects to transmit.
- K. Evaluation of the host teacher will be done in accordance with the provisions of the collective bargaining agreement. Any complaint with respect to the host teacher's performance originating in a receiving district will be made known to the host teacher. No evaluation of the teacher will be made except in the normal manner in the classroom.
- L. Any audio-visual tapes of the classes are the property of the host district teacher and the tapes may only be used for the teacher's personal, professional, non-commercial use.
- M. The calendar of the host district shall be used for each course being taught.
- N. Textbooks for Distance Learning courses are determined by the host district in conformity with their normal practice.

- O. The parties recognize the preparation time commitment required for Distance Learning, AP and SUPA classes and agree that any teacher who volunteers to teach a Distance Learning, AP or SUPA class shall not have a duty during the length of the course, provided that the teacher will not have less than five instructional assignments including Distance Learning, AP or SUPA in order to forego having a duty.
- P. Negotiations of local options shall not prevent the Distance Learning Program from going forward even if such negotiations are incomplete at the time of the program's inception.

#### **RECEIVING**

- Q. Classes received shall be live and during the normal confines of our daily schedule of classes unless the received classes are not offered at ECS. No courses will be used to supplant in their entirety courses which are already offered in the regular schedule.
- R. As related to Distance Learning, in the receiving district, there shall be no subcontracting for any course currently being taught ( or previously taught if there is a former employee on the recall list) without mutual consent of the parties. The Association will be notified of any such course as soon as the information is available.
- S. A Screening Committee will be set up to develop criteria which must be met for students in college credit courses.
- T. The receiving district shall not require its bargaining unit employees to be responsible for grading, extra help, or lesson planning to any received classes.
- U. If the teacher volunteers to supervise a receiving class, such assignment shall not count in the teacher's normal load in accordance with the provisions of the collective bargaining agreement. A district teacher may volunteer to provide assistance to the students in the receiving class and be available to operate cameras or other equipment and be available to liaison with the sending teacher.
- V. However, if the teacher volunteers, the maintenance of equipment shall not be his/her responsibility. If the teacher is required to attend meetings in the sending school, the district shall be responsible for mileage and meals when appropriate. If the teacher is requested to attend meetings out of normal work time, the meetings must be at mutually agreeable times. The district shall compensate the teacher.

## ARTICLE 5. ATTENDANCE

### Section 5.1. Short Paid Leaves

- 5.1.1 On September 1<sup>st</sup> of each school year, teachers/teaching assistants will be credited with fifteen paid leave days.
- 5.1.2 Unused leave days may be carried over from school year to school year, but not to exceed a maximum of 225 such days for teachers or 200 days for teaching assistants. The District's official record of leave days credited, used and carried over (i.e., "accumulated") shall be updated annually and shall be available for inspection by the teacher/teaching assistant as part of the District's personnel file pertaining to the teacher/teaching assistant.
- 5.1.3 When the teacher/teaching assistant is absent because of the teacher/teaching assistant's own illness or injury, the teacher/teaching assistant shall first use accumulated days, then may use current days. Current leave days, but not accumulated days, may be used for the following purposes:
- (1) When a member of the teacher's/teaching assistant's immediate family is ill or injured and it is necessary for the teacher/teaching assistant to be the primary caregiver for that family member. For purposes of this subparagraph (1), "immediate family" includes only the teacher's/teaching assistant's parent, sibling, spouse, child and grandparent.
  - (2) When the teacher/teaching assistant is required by Selective Service to appear for a physical examination.
  - (3) When the teacher/teaching assistant has a personal reason to be absent which falls within the following limitations: the reason for the leave must be for a business (i.e., non-recreational) purpose which cannot reasonably be scheduled for a non-working day or for hours after the end of the working day. Leave days can be used for this purpose only on two days advance notice to an administrator. The administrator shall notify the teacher/teaching assistant within twenty-four hours of receipt of the notice as to whether the requested day may be taken. After the teacher/teaching assistant returns from leave, the Superintendent may request that the teacher/teaching assistant explain the use to which the day was used and the teacher/teaching assistant shall explain it. The two days advance notice requirement may be waived and pay allowed for the day in question if circumstances beyond the teacher's/teaching assistant's control prevented the teacher/teaching assistant from giving the notice. Such

days shall not be taken consecutively with a recess, holiday or unpaid day of absence. Such days shall be limited to four per school year and shall be taken in increments of not less than one half day. The District reserves the right to limit the number of teachers/teaching assistants who may take leave for this purpose on the same day when an insufficient number of substitutes is available.

(4) When a member of the teacher's/teaching assistant's immediate family dies and the teacher/teaching assistant attends the funeral, the teacher/teaching assistant may take up to three consecutive working days of leave, plus the day of the funeral. For purposes of this subparagraph (4) "immediate family" includes only the teacher's/teaching assistant's parent, sibling, spouse, child and grandparent, corresponding in-laws and any relative whose residence is the same as the teacher's/teaching assistant's.

(5) When the teacher/teaching assistant is absent because of an injury which is compensable pursuant to the Workers' Compensation Law. The portion of an award to the teacher/teaching assistant pursuant to that Law which is attributable to lost wages shall be surrendered by the teacher/teaching assistant to the District on a prorated basis (i.e., the dollars returned shall be equated to one or more day's pay at the teacher's/teaching assistant's current daily rate and the equivalent number of leave days shall be restored to the teacher's/teaching assistant's accumulation).

5.1.4.

Teacher/teaching assistants actually required to appear for jury service at any State, Federal or local court shall be paid the teacher/teaching assistant's daily rate for any day of such service. Excused jury service extends only to the portion of the day the teacher/teaching assistant is required to perform jury service and the travel required to perform such service. Any jury fees paid to the teacher/teaching assistant must be turned over to the District before the teacher/teaching assistant is paid for the day. Mileage fees may be retained by the teacher/teaching assistant.

Teachers/teaching assistants subpoenaed to appear as a witness at any State, Federal, local court or administrative agency shall receive one paid day of leave, or any portion of such day, for such required attendance. Subpoena leave will apply only to subpoenas arising out of or related to the performance of the teacher/teaching assistant's duties, and will not extend to any proceeding brought by the District against the teacher/teaching assistant or the teacher/teaching assistant's bargaining representative or brought by the teacher/teaching assistant or the teacher/teaching assistant's bargaining representative against the District, or to any other proceeding of whatever kind or nature not involving the teacher/teaching assistant's duties.



## Section 5.2. Sick Leave Bank

The purpose of this benefit is to provide protection for the teacher/teaching assistant who has a disabling illness or accident that would prevent the teacher/teaching assistant from effectively functioning in his/her professional capacity. The employees in the following full-time non-teaching positions are eligible to become members of the Edmeston Central School Sick Leave Bank:

Business Manager	Assistant Treasurer	Secretary
Principal	Guidance Director	Director of Sp. Ed.
Nurse	Supt. of Bldgs. & Grounds	Teacher Aide
Head Bus Driver	Head Mechanic	Cleaner
Asst. Café Manager	Food Service Director	Cook

An accounting shall be given to the Association on September 1<sup>st</sup>, December 1<sup>st</sup>, March 1<sup>st</sup>, and June 1<sup>st</sup>.

- 5.2.1 **Eligibility for use of Sick Leave Bank Days**  
An enrolled member who has exhausted all of his/her accumulated and current leave days and who is suffering from an extended disability is eligible to apply to use the Sick Leave Bank.
- 5.2.2 **Enrollment**  
The open enrollment period for participation in the Sick Leave Bank shall be the first day of the school year through September 30 of that year.
- 5.2.3 **Application for use of Sick Leave Bank Days**  
The applicant shall submit to the Administration a completed Request for Withdrawal of Sick Days form and a statement from his/her physician verifying the extended disability that is the reason for the application and the expected duration of the disability.
- 5.2.4 **Donation of Days**  
Upon approval of a request for application of Sick Leave Bank Days, the Sick Leave Bank Committee will request from all members of the Sick Leave Bank a donation of one day.

Additional donations of sick days will only be requested when no days exist in the Sick Leave Bank and an approved application for Bank Days has been received.

Sick Leave Bank members, who have accumulated sick days available, will forfeit their membership in the Sick Leave Bank if they refuse to donate sick days to the Bank.

5.2.5

**Procedure for Granting of Days**

After compliance by the member with paragraph 3 and 4 (if applicable) of this section, the Sick Leave Bank Committee shall consider granting the application to a maximum of sixty (60) work days. Administration of the bank will be by a committee consisting of three (3) members of the ECSFA Executive Committee and two (2) administrators.

The Sick Leave Bank Committee shall extend the number of Sick Leave Bank Days to a member, if so requested, provided that the member submits a current statement from his/her physician verifying the continuing nature of the extended disability and the expected duration of the disability. Said request for additional days shall be in writing and be made at least ten (10) working days prior to the expiration of the previously granted sick bank leave. The Committee's extension of Sick Leave Bank days to the applicant shall be for a specific period not to exceed 60 work days per extension. However, the total days granted per illness or injury shall not exceed 180 work days. Days deducted from the Bank will be only those days which are considered school days.

5.2.6

**Workers' Compensation and Sick Leave Bank Days**

When the teacher/teaching assistant is absent because of an injury that is compensable pursuant to the Workers' Compensation Law, the portion of an award to the teacher/teaching assistant pursuant to the Law which is attributable to lost wages shall be surrendered by the teacher/teaching assistant to the District.

5.2.7

**Decisions of the Sick Leave Bank Committee**

Majority decisions of the Sick Leave Bank Committee shall be final and binding and not subject to the contractual grievance procedure. Split decisions are subject to expedited arbitration. The arbitrator shall only decide if Sick Leave Bank days should be granted to the applicant and, if so, how many.

5.2.8

**Withdrawal of Membership**

Withdrawal of membership shall be in writing to the Sick Leave Bank Committee.

Section 5.3. Longer Leaves

A teacher/teaching assistant who is on sick leave for reasons of pregnancy shall be granted unpaid leave at the teacher's/teaching assistant's request to begin when the teacher/teaching assistant has exhausted sick leave or when the disability is over and to end at the beginning of the next semester after the child is delivered or the beginning of one of the next three succeeding semesters.

A teacher/teaching assistant who adopts a child shall be granted unpaid leave at the teacher's /teaching assistant's request to begin when the child is placed in the teacher's/teaching assistant's home and to end at the beginning of the next semester after the placement or the beginning of one of the next three succeeding semesters. A teacher/teaching assistant shall give the District 30 days notice of intent to return from any unpaid leave. Other unpaid leaves may be granted on recommendation of the Superintendent and authorized by the Board.

- 5.3.1 ASSOCIATION LEAVES The Association will be allowed five (5) paid leave days per year for Association business.

## **ARTICLE 6. COMPENSATION**

- 6.1.1 For fiscal year 2007-08, teachers shall be paid according to the salary schedule set forth in Appendix B-1.
- 6.1.2 For fiscal year 2008-09, teachers shall be paid according to the salary schedule set forth in Appendix B-2.
- 6.1.3 For fiscal year 2009-10, teachers shall be paid according to the salary schedule set forth in Appendix B-3.
- 6.1.4 When a new teacher is hired, the Superintendent may allow some or all of the teacher's teaching experience for salary credit, but may place a new teacher at a higher salary credit than that which is consistent with the teacher's total teaching experience when extenuating circumstances occur, e.g., when filling a position where extreme shortages of certified teachers exist, when little or no time is available for filling a position due to a sudden resignation or death of a teacher, etc. Effective for the 2007-08 fiscal year, all beginning teachers with a BA, not withstanding extenuating circumstances, will receive a starting salary of \$34,600 and all beginning teachers with a MA, not withstanding extenuating circumstances, will receive a starting salary of \$36,600. For the 2008-09 fiscal year, the starting salaries will be \$35,400 and \$37,400 respectively. For the 2009-10 fiscal year, the starting salaries will be \$36,200 and \$38,200 respectively.
- 6.1.5 With respect to each graduate or in-service course in which a teacher was enrolled on the Execution Date of this Agreement, and also with respect to each graduate or in-service course in which a teacher thereafter enrolls with the prior written approval of the Superintendent, showing that the Superintendent has approved the course for salary credit, a teacher shall receive a salary increase of Seventy dollars (\$70.00) per graduate hour or Twenty-five dollars (\$25.00) per in-service clock hour, as the case may be. The increase shall be added to the teacher's salary beginning with the first pay period of the semester following the semester in which the teacher presents a transcript

(showing a successful completion of the course) from the institution at which the course was taken. Upon completion of each approved graduate course evidenced by a transcript (showing successful completion of the course) from the institution at the course was taken, a teacher shall receive tuition reimbursement of One Hundred fifteen Dollars (\$115.00) per credit hour for the 2007-08 fiscal year, One hundred twenty dollars (\$120.00) per credit hour for the 2008-09 fiscal year, and One hundred twenty five dollars (\$125.00) per credit hour for the 2009-10 fiscal year. Effective July 1, 2004, tuition reimbursement will be extended only to those teachers employed by the Edmeston Central School as of June 30, 2004.

Approval of salary credit and tuition reimbursement are matters that lie entirely within the Superintendent's discretion.

Effective July 1, 1999, a sum of Five thousand dollars (\$5,000.00) will be set aside as reimbursement for expenses related to the completion of graduate level courses that have been taken by the teachers who have obtained permanent New York State Teaching License or a New York State Professional Teaching License. A committee of representatives from the Edmeston Central School District and the ECS Faculty Association will review and approve applications for tuition, textbooks and mileage. Tuition payment will be prior to registration for the course. If the teacher fails to complete the course the School District will be reimbursed by the teacher for the full amount of the tuition.

Effective July 1, 2004, reimbursement for expenses related to the completion of graduate level courses will be applicable to only those courses that will enhance the teacher's professional development in content or skill areas directly related to the teacher's academic assignment. Teachers employed by the District as of June 30, 2004, will be exempt from this restriction.

- 6.1.6 If Professional Growth/Staff Development Programs are provided during the school day and substitutes are provided to relieve teachers, the District will provide appropriate transportation but teachers will receive no extra compensation. If Professional Growth/Staff Development Programs are made available to teachers after normal school hours, teacher attendance will be voluntary and teachers will be credited with one graduate credit for pay purposes for every fifteen clock hours.
- 6.1.7 For satisfactory performance (in the judgment of the Superintendent) of the co-curricular and extra-curricular assignment listed in Appendices C-1, C-2, and C-3, a teacher shall be paid the stipends listed therein. Longevity increments for ten or more years of experience within the same sport will be given. Appointments to these assignments are made by the Superintendent and the Board annually, but acceptance of an assignment is voluntary by the teacher. During the term of this Agreement the following pay rates apply: Tutoring – Twenty-four Dollars (\$24) per hour, Detention or Homework Club – Thirty-Six Dollars (\$36) per 1 ½ hour day.

- 6.1.8 Teachers who perform curriculum work when school is not in session shall be paid at the following rates:  
School year 2007-08: \$135 per 6 ½ hour day  
School year 2008-09: \$140 per 6 ½ hour day  
School year 2009-10: \$145 per 6 ½ hour day  
Performance of such curriculum work shall be voluntary on the teacher's part. The maximum number of paid days to be allowed for a particular curriculum project shall be agreed on by the teacher and the Superintendent in writing before the work begins.
- 6.1.9 Teaching Assistants will be paid according to Appendix F for fiscal years 2007-08, 2008-09, and 2009-10.
- 6.1.10 Effective July 1, 2004, in the event a settlement is not reached on a successor contract, teachers shall receive an annual increment of One Thousand Dollars (\$1,000) and Teaching Assistants shall receive an annual increment of Four Hundred Dollars (\$400).

#### Section 6.2 Insurance and Other Benefits

- 6.2.1 The District shall make available to each teacher/teaching assistant on the active payroll health insurance coverage through the Catskill Area School Employee Benefit Plan. The teacher/teaching assistant may select single coverage or family coverage if the teacher/teaching assistant is eligible therefor. The District will pay either One Hundred Percent (100%) of the cost of the single coverage or Eighty Percent (80%) of the cost of the family coverage as the case may be. Teachers/teaching assistants may be provided with the option of belonging to a Health Maintenance Organization ("HMO") Plan, pursuant to law. In the event that a teacher/teaching assistant elects coverage under an HMO Plan, the District will contribute the same dollar amount which would be paid by the District under the health plan specified in this paragraph, but not to exceed the actual cost of the HMO Plan. The balance of the cost after the District contribution, if there is a balance, shall be deducted from the teacher's/teaching assistant's paychecks (with the anticipated balance for July and August being deducted in ten equal installments during the school year). The Catskill Area School Employee Benefit Plan and its administrators are solely responsible for the operation of the Plan; the sole obligations of the District with respect to its teachers/teaching assistants concerning the Plan are to: (1) make the Plan available, (2) make and remit to the Plan the District contributions toward the cost, and (3) deduct and remit to the Plan the teacher/teaching assistant contribution toward the cost. Effective July 1, 2007, the Prescription Drug Co-Pay will be Plan D, under the Catskill Area Schools Employees Benefit Plan, will be replaced by Co-Pay will be Plan D. The difference in the cost of prescriptions from previous Drug Co-Pay Plan A will be reimbursed to the teacher/teaching assistant on a quarterly basis based on receipts provided to the District Business Office by the Teacher/teaching assistant for prescriptions purchased.

Purchases made from July 1 – September 30 must be received by October 31, from October 1 – December 31 by January 31, from January 1 – March 31 by April 30, and from April 1 – June 30 by July 31. The benefits provided by the Plan may not be diminished or reduced without prior approval of the Association.

The District shall not be required to enroll (or continue the enrollment of) a teacher/teaching assistant in the health plan, where this would result in multiple coverage under the same plan for the employee regardless of whether both spouses are employed by the Edmeston Central School District. (Example: if one spouse has CASEBP family coverage, the other cannot take CASEBP individual or family coverage). This does not affect teacher/teaching assistant rights under Section 6.2.2 of this Agreement.

6.2.2 The District shall make available to each retired teacher/teaching assistant, if the retired teacher/teaching assistant so requests, health insurance coverage through the Catskill Area School Employees Benefit Plan (or whatever health insurance plan is currently in effect for teachers/teaching assistants on the active payroll pursuant to the collective negotiations agreement between the District and the Association). At the time of retirement, the retiring teacher/teaching assistant must select single coverage or family coverage if the retiring teacher/teaching assistant is eligible therefor. The District will pay either one hundred percent (100%) of the cost of the single coverage or fifty percent (50%) of the cost of family coverage as the case may be, provided the teacher/teaching assistant has completed at least ten years of full-time service to the District as of the effective date of retirement. The balance of the cost after the District contribution, if there is a balance, must be submitted by the retired teacher/teaching assistant to the District Office in advance of the due date therefor. Failure to timely submit the balance of the cost shall mean that the coverage ceases as the District has no obligation to advance the cost amount. Each retired teacher/teaching assistant who chooses to be covered has the obligation to keep the District advised of his/her address. The Catskill Area School Employee Benefit Plan (or the negotiated successor thereto) and its administrators are solely responsible for the operation of the plan; the sole obligations of the District with respect to its retired teachers/teaching assistant's concerning the plans are to: (1) make the plan available; (2) make and remit to the plan the District contributions toward the cost, and (3) remit to the plan the retired teacher/teaching assistant's contributions toward the cost.

6.2.3 Effective July 1, 2007, if a teacher/teaching assistant on the active payroll, chooses not to be covered by any health insurance coverage, wholly or partly paid by the District, and remains so uncovered for an entire fiscal year, the District shall pay Nineteen Hundred Dollars (\$1,900) to that teacher/teaching assistant as soon as practicable after the beginning of the next fiscal year.

This payment shall continue from year to year unless the teacher/teaching assistant returns to the District provided health insurance plan. If the teacher/teaching assistant returns to the District provided health insurance plan the payment for the year of the return to the plan shall be forfeited by the teacher/teaching assistant.

- 6.2.4 A teacher/teaching assistant who meets all of the requirements listed below will receive a leave day buy-back payment of an amount equal to the product of Sixty five Dollars (\$65) times the number of unused accumulated leave days which the teacher had to his/her credit or Forty Dollars (\$40) times the number of unused accumulated leave days which the teaching assistant had to his/her credit on the books of the District on the last working day immediately preceding the effective date of the teacher/teaching assistant's retirement, but not to exceed two hundred twenty five (225) days for teachers or two hundred (200) such days for teaching assistants. That amount will be paid to the teacher/teaching assistant in a single lump sum on the first pay day after the effective date of the teacher/teaching assistant's retirement or, if he/she so directs, on any subsequent pay day within six months after the effective date of the teacher/teaching assistant's retirement.
- To be eligible for this leave day buy-back payment, the teacher/teaching assistant must: (1) retire pursuant to New York State Teachers' Retirement System, (2) not later than February 1<sup>st</sup> of the year in which the retirement is to be effective, submit to the Board through the Superintendent a letter of resignation for purposes of retirement which specifies the effective date of retirement, and (3) have completed at least ten years of service to the District as of the effective date of retirement. Notwithstanding requirement (2) of the preceding sentence, if an otherwise eligible teacher/teaching assistant submits a letter of resignation after February 1<sup>st</sup>, he/she shall be eligible for the above specified payment, but the payment shall not be made until the fiscal year following the fiscal year which includes the effective date of the teacher/teaching assistant's retirement. The letter of resignation for retirement may be accepted by the Board as of the effective date of retirement as soon after its submission as the Board desires. If the teacher/teaching assistant withdraws the letter prior to its acceptance by the Board the teacher/teaching assistant will thereby become ineligible for the bonus in that year.

- 6.2.5 Mentor Pay for the 2007-08, 2008-09 and 2009-10 school years will be \$1,000.

Teachers shall receive an annual stipend of One Thousand Dollars (\$1,000) upon completion of the National Board Certification.

- 6.2.6 The District will allow members of the ECS Faculty Association to purchase dental insurance from the Catskill Area Schools Employee Benefit Plan. The District will pay the administrative cost for the plan.

## ARTICLE 7. MISCELLANY

### 7.0.1

A teacher/teaching assistant accompanied by another teacher/teaching assistant, if desired, may review the contents of the personnel file (except pre-hire materials) maintained in the Superintendent's Office concerning the teacher/teaching assistant within 72 hours of the teacher's/teaching assistant's request to do so. Such review shall be in the presence of an administrator or a clerk in the Superintendent's office and shall take place during normal business hours. During each such review the teacher/teaching assistant shall place his/her initials together with the date of the review on the back of each document in the file (except pre-hire materials) as evidence that the teacher/teaching assistant saw the document on that date. The teacher/teaching assistant may submit a written, dated and signed rebuttal statement regarding any document in the file (except pre-hire materials) which the teacher/teaching assistant believes to be critical. Such statement shall be attached to the file copy of the document to which it is addressed. Except for:

- (1) routine payroll and attendance documents, (2) documents obtained from the teacher/teaching assistant and (3) pre-hire materials, no document shall be placed in the file unless previously or simultaneously the teacher/teaching assistant has been given a copy of the document. With the exception of pre-hire materials, the teacher/teaching assistant may request to be given one copy of anything in the file and additional copies shall be given to her/him on payment by the teacher/teaching assistant of the standard District charge for document copying.

### 7.0.2

The performance of each tenured classroom teacher/teaching assistant while conducting a class shall be observed at least once annually. The performance of each probationary classroom teacher/teaching assistant while conducting a class shall be observed at least three times annually. The annual observation of a tenured teacher/teaching assistant and two of the three annual observations of a probationary teacher/teaching assistant shall be preceded by a conference between the teacher/teaching assistant and the observer at which the teacher/teaching assistant shall explain to the observer the lesson plan for the lesson to be observed. A tenured teacher/teaching assistant may waive the conference. The observer's report shall be reduced to writing and signed by the observer. Two copies of the report shall be given to the teacher/teaching assistant not later than ten working days after the day on which the observation was made. The teacher/teaching assistant shall sign the file copy of the report and return it to the observer not later than the third working day after the teacher/teaching assistant reviewed it. The file copy shall be filed in the personnel file maintained by the District concerning the teacher/teaching assistant. If the teacher/teaching



assistant fails or refuses to return the file copy to the observer by the third working day, another copy of the report shall be filed with the notation that the teacher/teaching assistant did not return the file copy. The observation report shall include a space for the teacher's/teaching assistant's signature following the statement: "My signature does not signify that I concur with the contents of this report". The observation report shall also contain a space for the teacher/teaching assistant to request a conference with the observer concerning the contents of the report. If the file copy contains the teacher/teaching assistant's request for a conference, the conference shall be held not later than the tenth working day after the day on which the teacher/teaching assistant returned the file copy to the observer. The other copy of the report shall be retained by the teacher/teaching assistant. The teacher/teaching assistant shall have the right to submit a written, dated and signed comment concerning the report at any time within ten working days after returning the file copy of the report or after the post-report conference was held one was requested. The teacher/teaching assistant's comment shall be attached to the file copy of the report. Each observer shall use the "Teacher Evaluation" form which is attached hereto as Appendix D-1.

Appendix E will be used as a starting point for a mutually agreed upon Professional Growth Plan. The Association acknowledges the right of the District to change the standards and criteria set forth in the form within the limits of current regulations and without negotiation with the Association, but any change in the form shall be published before it is used and the then current form shall be attached to the successor agreement.

### 7.0.3

The District shall provide a safe and healthy environment to all persons in the negotiating unit. An annual safety and health inspection shall be conducted jointly by one representative of the District and one representative of the Association. Complaints of unsafe or unhealthy conditions shall be referred to the District Safety Committee for resolution. Each teacher/teaching assistant shall be given a physical examination at District expense during the teacher/teaching assistant's first year of probationary service. A teacher/teaching assistant may instead have a physical examination by a physician of the teacher/teaching assistant's own choice at the teacher/teaching assistant's expense provided that the physician shall submit the report of examination to the District on District provided forms. If in a later year a teacher/teaching assistant is required by the District to undergo a physical examination and the teacher/teaching assistant disagrees with the report of the District's physician, the teacher/teaching assistant may submit a report from the teacher/teaching assistant's physician obtained at the teacher/teaching assistant's expense. A teacher/teaching assistant's fitness to continue teaching must be determined by an impartial analysis of all medical

records. When the District is aware that Fifth Disease has broken out in the school population it shall post notices to that effect. A pregnant teacher/teaching assistant who is advised by her physician to remain away from school during the outbreak shall be allowed to be absent either with or without the use of sick leave as the teacher/teaching assistant chooses.

SUBSCRIPTION

IN WITNESS OF ALL OF THE FOREGOING, the duly authorized representatives of the parties have signed their names on the dates shown below.

David P. Lowley  
Superintendent of Schools  
Date 6-26-07

Michael E. Atanolski  
President  
Date 6/26/07

APPENDIX A  
GRIEVANCE FORM

1. Grievant's Name: \_\_\_\_\_
2. The Step One Meeting was held on \_\_\_\_\_.  
(date)
3. This written grievance is being submitted on \_\_\_\_\_  
(date)  
to \_\_\_\_\_.  
(Administrator)
4. The event out of which the grievance arose occurred on or about \_\_\_\_\_.  
(date)
5. The circumstances out of which the grievance arose are: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
6. The paragraphs of the Agreement violated are: \_\_\_\_\_  
\_\_\_\_\_
7. The remedy or correction requested is: \_\_\_\_\_  
\_\_\_\_\_



Teaching Salaries

2007-2008

BA 34,600 MA 36,600

APPENDIX B-2

2008-2009

BA 35,400 MA 37,400

4.20%

07-08 Status	07-08	Increase	%	08-09	07-08	Increase	%	08-09
BA4	246	36,279	1,524	4.20%	37,803	MA14	61	43,004
BA4	44	36,279	1,524	4.20%	37,803	MA14	116	43,004
MA2	20	36,735	1,543	4.20%	38,278	MA14	73	43,004
MA4	274	38,205	1,605	4.20%	39,809	MA15	111	43,970
MA4	245	38,361	1,611	4.20%	39,972	MA17	1	46,177
MA4	230	38,361	1,611	4.20%	39,972	MA17	121	46,177
MA5	175	38,881	1,633	4.20%	40,514	MA18	38	47,313
MA6	141	39,438	1,656	4.20%	41,095	MA18	43	47,313
MA8	94	39,438	1,656	4.20%	41,095	MA18	144	47,313
MA9	118	38,881	1,633	4.20%	40,514	MA18	148	47,313
MA9	214	39,673	1,666	4.20%	41,339	MA19	26	48,453
MA9	39	39,673	1,666	4.20%	41,339	MA20	30	49,552
MA11	56	40,302	1,693	4.20%	41,995	MA20	117	49,552
MA11	86	40,302	1,693	4.20%	41,995	MA21	70	50,702
MA11	126	40,302	1,693	4.20%	41,995	MA21.5	15	51,269
MA13	34	41,963	1,762	4.20%	43,725	MA22	84	51,842
MA13	41	41,963	1,762	4.20%	43,725	MA22	125	51,842
MA13	53	41,963	1,762	4.20%	43,725	MA23	119	52,997
MA13	55	41,963	1,762	4.20%	43,725	MA23	98	52,997
MA13	120	41,963	1,762	4.20%	43,725	MA24	60	54,122
MA13	122	41,963	1,762	4.20%	43,725	MA29	54	60,737
MA12 +30	110	42,926	1,803	4.20%	44,729	MA29 +15	19	61,986
MA13 +30	22	43,967	1,847	4.20%	45,813	MA30	136	61,882
						BA34 +30	102	65,854
						MA34 +18	31	68,038
SubTotals		919,779	38,631	4.20%	958,409			1,286,413
								54,029
								4.20%
								1,340,442

# of Tchrs

7	Steps	1-5	11,050
5	Steps	6-10	8,278
15	Steps	11-15	26,567
9	Steps	16-20	18,025
10	Steps	21-30	23,116
2	Steps	31+	5,623
48	Total Increase		92,660

07-08 Sals	2,206,191
\$ Increase	92,660
% Increase	4.20%
08-09 Sals	2,298,851

Teaching Salaries

2008-2009	
BA	MA
1 35,400	37,400

APPENDIX B-3

2009-2010	
BA	MA
1 36,200	38,200

4.30%

07-08 Status		08-09	Increase	%	09-10			08-09	Increase	%	09-10
BA5	246	37,803	1,626	4.30%	39,428	MA15	61	44,810	1,927	4.30%	46,737
BA5	44	37,803	1,626	4.30%	39,428	MA15	116	44,810	1,927	4.30%	46,737
MA2	20	38,278	1,646	4.30%	39,924	MA15	73	44,810	1,927	4.30%	46,737
MA5	274	39,809	1,712	4.30%	41,521	MA16	111	45,816	1,970	4.30%	47,787
MA5	245	39,972	1,719	4.30%	41,691	MA18	1	48,116	2,069	4.30%	50,185
MA5	230	39,972	1,719	4.30%	41,691	MA18	121	48,116	2,069	4.30%	50,185
MA6	175	40,514	1,742	4.30%	42,256	MA19	38	49,301	2,120	4.30%	51,421
MA7	141	41,095	1,767	4.30%	42,862	MA19	43	49,301	2,120	4.30%	51,421
MA9	94	41,095	1,767	4.30%	42,862	MA19	144	49,301	2,120	4.30%	51,421
MA10	118	40,514	1,742	4.30%	42,256	MA19	148	49,301	2,120	4.30%	51,421
MA10	214	41,339	1,778	4.30%	43,116	MA20	26	50,488	2,171	4.30%	52,659
MA10	39	41,339	1,778	4.30%	43,116	MA21	30	51,633	2,220	4.30%	53,853
MA12	56	41,995	1,806	4.30%	43,801	MA21	117	51,633	2,220	4.30%	53,853
MA12	86	41,995	1,806	4.30%	43,801	MA22	70	52,831	2,272	4.30%	55,103
MA12	126	41,995	1,806	4.30%	43,801	MA22.5	15	53,423	2,297	4.30%	55,720
MA14	34	43,725	1,880	4.30%	45,605	MA23	84	54,019	2,323	4.30%	56,342
MA14	41	43,725	1,880	4.30%	45,605	MA23	125	54,019	2,323	4.30%	56,342
MA14	53	43,725	1,880	4.30%	45,605	MA24	119	55,223	2,375	4.30%	57,598
MA14	55	43,725	1,880	4.30%	45,605	MA24	98	55,223	2,375	4.30%	57,598
MA14	120	43,725	1,880	4.30%	45,605	MA25	60	56,395	2,425	4.30%	58,820
MA14	122	43,725	1,880	4.30%	45,605	MA30	54	63,288	2,721	4.30%	66,009
MA13 +30	110	44,729	1,923	4.30%	46,652	MA30 +15	19	64,590	2,777	4.30%	67,367
MA14 +30	22	45,813	1,970	4.30%	47,783	MA31	136	64,481	2,773	4.30%	67,254
						BA35 +30	102	68,620	2,951	4.30%	71,570
						MA35 +18	31	70,895	3,048	4.30%	73,944
SubTotals		958,409	41,212	4.30%	999,621			1,340,442	57,639	4.30%	1,398,081

# of Tchrs

6	Steps	1-5	10,046
6	Steps	6-10	10,574
14	Steps	11-15	26,372
8	Steps	16-20	16,759
11	Steps	21-30	26,328
3	Steps	31+	8,772
48	Total Increase		98,851

08-09 Sals	2,298,851
\$ Increase	98,851
% Increase	4.30%
09-10 Sals	2,397,702

APPENDIX C-1

Extra Curricular

5.00%  
2006-2007 2007-2008

Athletic Director	3,173	3,400
Varsity Football	2,597	2,727
Football Assistant	2,380	2,499
Football, Modified	2,383	2,502
Cross Country	0	
Boys Varsity Soccer	2,640	2,886
Girls Varsity Soccer	2,640	2,886
Boys Mod. Soccer	1,527	1,603
Girls Mod. Soccer	1,527	1,603
Boys Varsity Basketball	3,075	3,229
Girls Varsity Basketball	3,075	3,229
Boys JV Basketball	2,206	2,316
Girls JV Basketball	2,206	2,316
Boys Mod Basketball	1,527	1,603
Girls Mod Basketball	1,527	1,603
Holiday Tourney	359	377
Holiday Tourney	359	377
Cheering - Basketball	1,521	1,597
Fitness Center	1,010	1,061
Varsity Baseball	2,749	2,886
Varsity Softball	2,749	2,886
Modified Baseball	1,527	1,603
Modified Softball	1,527	1,603
Varsity Track	2,424	2,545
Modified Track	1,527	1,603
Golf	1,527	1,603
Golf Assistant	761	799
Longevity Stipends	1,200	1,260
Advisors (2 Each)		
Senior Class	1,608	1,688
Junior Class	1,391	1,461
Sophomore Class	1,174	1,233
Freshman Class	956	1,004
Jr. High Classes	196	206
Advisors (2 Each)		
Honor Society	891	936
Odyssey of the Mind	1,032	1,084
All-County /All State	1,304	1,369
NYSSMA Competition	434	456
Speech/Debate	467	1,000
Newsletter	467	490
SADD	467	490
Ski Club (3)	717	753
Yearbook (3)	2,173	2,282
Musical Director	1,510	1,586
Musical Accompanist	467	490
Musical Pit Band	217	350
Student Council	1,086	1,140
Senior Play Director	1,108	1,163
FBLA Advisor	543	570
Lockers	435	457
Spanish Club	272	570
Drug Quiz Team	467	490
Reading Coordinator	2,010	2,111
Computer Coordinator	3,586	3,765
Webmaster	1,565	1,643
3 or more Duties	500	525
	78,766	83,917

APPENDIX C-2

Extra Curricular	5.10%	
	2007-2008	2008-2009
Athletic Director	3400	3,573
Varsity Football	2727	2,866
Football Assistant	2499	2,626
Football, Modified	2502	2,630
Boys Varsity Soccer	2886	3,033
Girls Varsity Soccer	2886	3,033
Boys Mod. Soccer	1603	1,685
Girls Mod. Soccer	1603	1,685
Boys Varsity Basketball	3229	3,393
Girls Varsity Basketball	3229	3,393
Boys JV Basketball	2316	2,434
Girls JV Basketball	2316	2,434
Boys Mod Basketball	1603	1,685
Girls Mod Basketball	1603	1,685
Holiday Tourney	377	396
Holiday Tourney	377	396
Cheering - Basketball	1597	1,678
Fitness Center	1061	1,115
Varsity Baseball	2886	3,034
Varsity Softball	2886	3,034
Modified Baseball	1603	1,685
Modified Softball	1603	1,685
Varsity Track	2545	2,675
Modified Track	1603	1,685
Golf	1603	1,685
Golf Assistant	799	840
Longevity Stipends	1260	1,324
Advisors (2 Each)		
Senior Class	1688	1,775
Junior Class	1461	1,535
Sophomore Class	1233	1,296
Freshman Class	1004	1,055
Jr. High Classes	206	216
Advisors (2 Each)		
Honor Society	936	983
Odyssey of the Mind	1084	1,139
All-County /All State	1369	1,439
NYSSMA Competition	456	479
Speech/Debate	1000	1,051
Newsletter	490	515
SADD	490	515
Ski Club (3)	753	791
Yearbook (3)	2282	2,398
Musical Director	1586	1,666
Musical Accompanist	490	515
Musical Pit Band	350	368
Student Council	1140	1,198
Senior Play Director	1163	1,223
FBLA Advisor	570	599
Lockers	457	480
Spanish Club	570	599
Drug Quiz Team	490	515
Reading Coordinator	2111	2,218
Computer Coordinator	3765	3,957
Webmaster	1643	1,727
3 or more Duties	525	552
	83,917	88,197



APPENDIX C-3

Extra Curricular - using Experienced Column  
5.20%  
2008-2009 2009-2010

Athletic Director	3,573	3,759
Varsity Football	2,866	3,015
Football Assistant	2,626	2,763
Football, Modified	2,630	2,767
Boys Varsity Soccer	3,033	3,191
Girls Varsity Soccer	3,033	3,191
Boys Mod. Soccer	1,685	1,773
Girls Mod. Soccer	1,685	1,773
Boys Varsity Basketball	3,393	3,570
Girls Varsity Basketball	3,393	3,570
Boys JV Basketball	2,434	2,561
Girls JV Basketball	2,434	2,561
Boys Mod Basketball	1,685	1,773
Girls Mod Basketball	1,685	1,773
Holiday Tourney	396	417
Holiday Tourney	396	417
Cheering - Basketball	1,678	1,766
Fitness Center	1,115	1,173
Varsity Baseball	3,034	3,191
Varsity Softball	3,034	3,191
Modified Baseball	1,685	1,773
Modified Softball	1,685	1,773
Varsity Track	2,675	2,814
Modified Track	1,685	1,773
Golf	1,685	1,773
Golf Assistant	840	883
Longevity Stipends	1,324	1,393
Advisors (2 Each)		
Senior Class	1,775	1,867
Junior Class	1,535	1,615
Sophomore Class	1,296	1,363
Freshman Class	1,055	1,110
Jr. High Classes	216	228
Advisors (2 Each)		
Honor Society	983	1,034
Odyssey of the Mind	1,139	1,198
All-County /All State	1,439	1,514
NYSSMA Competition	479	504
Speech/Debate	1,051	1,106
Newsletter	515	542
SADD	515	542
Ski Club (3)	791	832
Yearbook (3)	2,398	2,523
Musical Director	1,666	1,753
Musical Accompanist	515	542
Musical Pit Band	368	387
Student Council	1,198	1,261
Senior Play Director	1,223	1,286
FBLA Advisor	599	630
Lockers	480	505
Spanish Club	599	630
Drug Quiz Team	515	542
Reading Coordinator	2,218	2,333
Computer Coordinator	3,957	4,163
Webmaster	1,727	1,817
3 or more Duties	552	580
	88,197	92,783

ANNUAL PROFESSIONAL PERFORMANCE REVIEW

TEACHER \_\_\_\_\_  
 DATE \_\_\_\_\_ SUBJECT/GRADE \_\_\_\_\_

**1. CONTENT KNOWLEDGE**

Teaching Standard: The teacher shall demonstrate a thorough knowledge of the subject matter and the curriculum.

	<u>Observed</u>	<u>Not Observed</u>	<u>N/A</u>
1.1. Presents accurate information recognizing multiple points of view.	_____	_____	_____
1.2. Demonstrates a working knowledge of the program of studies.	_____	_____	_____
1.3. Teaches all necessary definitions, content, and processes (explanation)	_____	_____	_____
1.4. Demonstrates and uses examples to illustrate what students are to learn.	_____	_____	_____
1.5. Provides consistent and immediate feedback to students.	_____	_____	_____
1.6. Shows ability to channel knowledge into many related areas of meaningful learning.	_____	_____	_____

**2. PREPARATION**

Teaching Standard: The teacher shall demonstrate appropriate preparation employing the necessary pedagogical practices to support instruction.

	<u>Observed</u>	<u>Not Observed</u>	<u>N/A</u>
2.1. Creates, selects, and adapts materials and equipment to accommodate students' differences.	_____	_____	_____
2.2. Formulates an instructional plan that matches/aligns objectives, learning strategies, assessments.	_____	_____	_____
2.3. Establishes definite instructional objectives with sequential steps for their attainment.	_____	_____	_____
2.4. Provides students with the opportunity to practice behaviors stated in the objectives.	_____	_____	_____

**3. INSTRUCTIONAL DELIVERY**

Teaching Standard: The teacher shall demonstrate that the delivery of instruction results in active student involvement, appropriate teacher/student interaction and meaningful lesson plans resulting in student learning.

	<u>Observed</u>	<u>Not Observed</u>	<u>N/A</u>
3.1. Uses a variety of teaching techniques and strategies which encourage students to meet Program of Studies' objectives.	_____	_____	_____
3.2. Accommodates differences in learning styles.	_____	_____	_____
3.3. Focuses student attention on the lesson by involving students and relating to learners' experiences.	_____	_____	_____
3.4. Communicates to the students what they will be able to do by the end of the lesson and why it is important.	_____	_____	_____
3.5. Presents the lesson or instructional activity using concepts and language understandable to students.	_____	_____	_____
3.6. Uses a variety of strategies to keep students on task and attentive, by matching strategies to individual and group needs.	_____	_____	_____

**4. CLASSROOM MANAGEMENT**

Teaching Standard: The teacher shall demonstrate classroom management skills supportive of diverse student learning needs, which create an environment conducive to student learning.

	<u>Observed</u>	<u>Not Observed</u>	<u>N/A</u>
4.1. Maintains a high level of student time on-task	_____	_____	_____
4.2. Rules and procedures that govern student verbal participation and movement are evident.	_____	_____	_____
4.3. Frequently monitors the behavior of all students during the different types of activities.	_____	_____	_____
4.4. Creates a social and emotional climate in the classroom that is conducive to learning. Students are respectful, cooperative, mannerly, orderly, focused and enthusiastic about learning.	_____	_____	_____
4.5. Creates high expectations for students and demonstrates enthusiasm for teaching and learning.	_____	_____	_____

**Teaching Standard:** The teacher shall demonstrate knowledge of student development, an understanding and appreciation of diversity and the regular application of developmentally appropriate instructional strategies for the benefit of all students.

	<u>Observed</u>	<u>Not Observed</u>	<u>N/A</u>
5.1 Instruction is developmentally appropriate, challenging, and accurately paced.	_____	_____	_____
5.2 The lesson contains appropriate content in a context, which allows it to be relevant to our diverse student population.	_____	_____	_____
5.3 The lesson promotes student motivation to learn by making the content current, meaningful and purposeful to the students.	_____	_____	_____
5.4 Uses a variety of instructional strategies and matches strategies to individual and group needs.	_____	_____	_____
5.5. The lesson affords students opportunities to experience alternative learning strategies.	_____	_____	_____

#### 6. STUDENT ASSESSMENT

**Teaching Standard:** The teacher shall demonstrate that he/she implements assessment techniques based on appropriate learning standards designed to measure students' progress in learning.

	<u>Observed</u>	<u>Not Observed</u>	<u>N/A</u>
6.1. Uses diagnostic information obtained from tests and other assessment procedures to develop and revise objectives and/or tasks.	_____	_____	_____
6.2 Frequently checks for student understanding during the lesson.	_____	_____	_____
6.3 The teacher uses assessment techniques that are appropriate to the varied characteristics and developmental needs of students.	_____	_____	_____
6.4. The teacher aligns the assessments with the goals, objectives, and instructional strategies of the district curriculum guides or IEP's.	_____	_____	_____

#### 7. COLLABORATIVE RELATIONSHIPS

**Teaching Standard:** The teacher shall demonstrate that he/she develops collaborative relationships with students, parents, or caregivers, as needed, and appropriate support personnel to meet the learning needs of students.

	<u>Observed</u>	<u>Not Observed</u>	<u>N/A</u>
7.1. Offers appropriate encouragement to students.	_____	_____	_____
7.2 Seeks opportunities to develop cooperative partnerships with the parents/guardians of students in support of student learning and well-being.	_____	_____	_____
7.3. Identifies and uses the appropriate school personnel and community resources to help students reach their full potential.	_____	_____	_____
7.4 Collaborates with special education teachers regarding students with IEP's, or collaborates with classroom teacher regarding the IEP needs of special services students.	_____	_____	_____

\_\_\_\_\_  
Evaluator

\_\_\_\_\_  
Date

Teacher Comments:

I certify that I have received a copy of this evaluation. My signature does not signify concurrence with its contents.

\_\_\_\_\_  
Teacher Signature

Please sign both copies and return one to the Office.

APPENDIX E

TEACHER PROFESSIONAL GROWTH PLAN  
FOR THE \_\_\_\_\_ SCHOOL YEAR

Teacher's Name \_\_\_\_\_

Teaching Assignment \_\_\_\_\_

Pre-Conference Date \_\_\_\_\_

Administrator \_\_\_\_\_

Mid-Year Conference Date \_\_\_\_\_

Post Conference Date \_\_\_\_\_

The following is a narrative description of the above named teacher's professional growth plan. The narrative should include specific objectives, plan of action, and means of evaluation.

(Over)

Administrative Pre-Conference  
Comments & Suggestions:

Mid-Year Summary : (Teacher)

Mid-Year Summary : (Administrator)

Post-Conference Summary: (Teacher)

Post-Conference Summary: (Administrator)

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APPENDIX F

Teaching Assistants

ECS Total Years	STARTING TA SALARY:		2007-08: \$14,000		2008-09: \$14,650		2009-10: \$15,300		
	2006-07 Step	Employee	2006-07 Salary	07-08 \$ Inc	07-08 Salary	08-09 \$ Inc	08-09 Salary	09-10 \$ Inc	09-10 Salary
1	1	294	13,300	900	14,200	900	15,100	900	16,000
1	1	283	13,300	900	14,200	900	15,100	900	16,000
1	1	272	13,300	900	14,200	900	15,100	900	16,000
2	2	223	13,500	900	14,400	900	15,300	900	16,200
2	2	66	13,500	900	14,400	900	15,300	900	16,200
3	3	182	13,600	900	14,500	900	15,400	900	16,300
4	4	5	13,986	900	14,886	900	15,786	900	16,686
4	4	180	13,986	900	14,886	900	15,786	900	16,686
7	6	100	14,965	1,000	15,965	1,000	16,965	1,000	17,965
8	6	64	15,278	1,000	16,278	1,000	17,278	1,000	18,278
9	7	25	15,540	1,000	16,540	1,000	17,540	1,000	18,540
15	6	132	19,015	1,000	20,015	1,000	21,015	1,000	22,015
19	8	63	19,215	1,100	20,315	1,100	21,415	1,100	22,515
27	8	107	22,089	1,100	23,189	1,100	24,289	1,100	25,389
Totals			214,574	13,400	227,974	13,400	241,374	13,400	254,774

YEAR 1		
TA	%	Additional \$ Stipend
Steps 1-4	0.00%	900
Steps 5-7	0.00%	1000
Steps 8+	0.00%	1100
Overall Total	6.24%	

YEAR 2		
TA	%	Additional \$ Stipend
Steps 1-5	0.00%	900
Steps 6-8	0.00%	1000
Steps 9+	0.00%	1100
Overall Total	5.88%	

YEAR 3		
TA	%	Additional \$ Stipend
Steps 1-6	0.00%	900
Steps 7-9	0.00%	1000
Steps 10+	0.00%	1100
Overall Total	5.55%	

## Appendix G

### **PEER MENTORING PROGRAM**

Effective July 1, 2004, the Edmeston Central School will implement a Peer Mentoring Program. Peer mentors will be chosen by the Superintendent on a voluntary basis only. No teacher may be assigned to be a mentor by the Administration on a non-volunteer basis. By May 1<sup>st</sup> of each school year, the District will notify all staff of the availability of a sign up sheet for teachers wishing to volunteer as peer mentors.

#### **Preparation//Mentor Training**

Training for mentors will be provided and funded by the School District. Mentors who attend mentor training on days when school is not in session will be paid a per diem equivalent to that paid to teachers engaged in curriculum development. Mentors who attend mentor training after the end of the school day will be paid \$25.00 per 1 ½ hours of training. The District will assume the cost for training sessions. However, no in-service credit will be granted for the purposes of salary considerations.

1. A coordinating committee will be established to assign mentors and/or reassign mentors or interns. The Committee would be composed of two administrators and a mentor, chosen by the Faculty Association. Peer mentors will be assigned one intern only.
2. Peer mentors will be required to attend Mentor Training Workshops. In the initial year, mentors would be trained in K-4, 5-8, 9-12, and special education.
3. A stipend of \$1,000.00 will be paid to each peer mentor during the year that they are assigned to an intern and are acting as a mentor. The stipend will be paid in the last paycheck of the year.
4. Peer mentors will meet with their intern a minimum of one hour per week. Time allotted for mentoring may include, but shall not be limited to, scheduling common planning sessions, releasing mentor and the new teacher/intern from a portion of his/her instructional and/or non-instructional duties, providing time for mentoring during superintendent conference days, before and after the school day, and during summer orientation sessions. (Wherever feasible, common planning time will be scheduled for the peer mentor and the intern).
5. Up to six (6) one-half days of a substitute teacher may be requested by each peer mentor.

### **Role of the Mentor**

1. To provide professional guidance for the novice teacher in areas such as:  
  
Classroom management  
Instructional techniques  
School policy and procedures, etc.
2. To provide emotional support and to act as an advisor to the novice teacher.
3. To generally assist the novice teacher in his/her gradual acclimation to the Edmeston school community.
4. Services provided by the mentor shall be considered separate from other professional duties and do not pertain to the annual evaluation of classroom performance.

### **Mentor Activities**

1. To model instruction and to arrange for other modeling by Edmeston staff members.
2. To observe instruction and provide feedback to the intern with the understanding that mentor observation comments are confidential and are not part of a formal observation process carried out by the Administration.
3. To assist in instructional planning and in the development of classroom management techniques.
4. To assist with curriculum review and standards alignment.
5. To provide orientation to school procedures and culture.
6. Peer coaching.



## SICK LEAVE BANK MEMBERSHIP FORM

I, \_\_\_\_\_, wish to enroll as a member of the Sick Leave Bank for the period of September 1, 2007 to August 31, 2008. I have read Section 5.2. , Sick Leave Bank, on pages 18-19 of the Collective Negotiations Agreement between the Edmeston Central School District and the Edmeston Central School Faculty Association dated July 1, 2007 through June 30, 2010, and I agree to abide by the rules as cited.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## REQUEST FOR WITHDRAWAL OF SICK DAYS

I, \_\_\_\_\_, wish to request the withdrawal of  
\_\_\_\_\_ days from the Sick Leave Bank. My extended disability  
is as follows:

I have attached a statement from my physician verifying my  
disability and the reason for my application to the Sick Leave  
Bank, and the expected duration of my disability.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

