

Cornell University  
ILR School

### **NYS PERB Contract Collection – Metadata Header**

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

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

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

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853  
607-254-5370 [ilrref@cornell.edu](mailto:ilrref@cornell.edu)

#### **Contract Database Metadata Elements**

Title: **Berkshire Union Free School District and Berkshire Teachers' Association (2001)**

Employer Name: **Berkshire Union Free School District**

Union: **Berkshire Teachers' Association**

Local:

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

Expiration Date: **06/30/04**

Number of Pages: **57**

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

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

4604\_06302004

Berkshire Ufsd And Berkshire  
Teachers Assn

$\frac{52}{1700}$

$\frac{SD}{TA}$

BERKSHIRE TEACHERS  
ASSOCIATION

AND

BERKSHIRE UNION FREE  
SCHOOL DISTRICT

COLLECTIVE BARGAINING  
AGREEMENT

**RECEIVED**

OCT 15 2001

NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

JULY 1, 2001 TO JUNE 30, 2004



67

234

## TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE NO.</u>
Preamble	1
1 Recognition	1
2 Negotiation Procedure	1
3 Organization Rights	2
4 Management Rights	3
5 Rights and Responsibilities	4
6 Teaching Conditions	5
7 Summer Session	8
8 Department Chairpersons and Coordinators	9
9 Extra Curricular Activities and Coaching	11
10 Classroom Observations and Evaluations	12
11 Leaves of Absence With Pay	16
Leaves of Absence Without Pay	19
12 Compensation and Insurance	21
13 Grievance Procedures	24
14 Miscellaneous Provisions	26
15 Legislative Approval, Separability, Duration and Acknowledgment	29

## PREAMBLE

This Agreement, entered into this 1<sup>st</sup> day of July, 2001 by and between the Chief Executive Officer of the Berkshire Union Free School District (hereinafter referred to as the Superintendent) and the Berkshire Teachers' Association (hereinafter referred to as the Association) sets forth those terms and conditions of employment negotiated and agreed to by the parties.

### ARTICLE 1 - RECOGNITION

The Board of Education ("Board") of the Berkshire Union Free School District ("District") hereby recognizes the Association as the exclusive negotiating agent for a bargaining unit comprised of all full-time and part-time classroom teachers, all full-time and part-time special subject area teachers, all teachers of speech and hearing handicapped, school psychologist(s), social worker(s), guidance counselor(s), the librarian(s), the Department Chairpersons, coordinators, full-time and part-time teaching assistants. This recognition, except as otherwise expressly provided for in this Agreement, extends to the foregoing titles solely during the period September 1 - June 30. The period of unchallenged representation shall be as provided by law.

"Part-time" shall mean any bargaining unit member employed to work 50% or more of the regular work week. Employees who work less than 50% of a regular work week and all substitutes are not included in the bargaining unit.

### ARTICLE 2 - NEGOTIATION PROCEDURES

2.1 Commencing Negotiations. Either party to this agreement may initiate negotiations for a successor agreement on or before March 1 in the final year of this agreement. Notice shall be in writing addressed to the Superintendent if requested by the Association, or to the President of the Association if requested by the Superintendent.

2.2 Negotiations.

A. Both parties agree to negotiate in good faith in an attempt to reach mutually satisfactory agreement on terms and conditions of employment. Each party will present relevant data, exchange points of view, and make proposals and counter-proposals.

B. Neither party in any negotiation shall have any control over the selection of representatives of the other party and each party may select its representatives from within or outside the school district.

C. The parties hereto mutually pledge that their respective representatives are empowered to make proposals, consider proposals, and reach com-

promises in the course of negotiations. However, no agreement will be final until ratified by the Board of Education and the Association.

2.3 Agreements.

The Association will make provisions for the printing of the final agreement with the costs for labor and materials to be paid by the Association. Twenty copies will be delivered to the Superintendent within ten (10) working days after signature by both parties. The Association will distribute one copy to all bargaining unit members presently employed and hereafter employed.

**ARTICLE 3 - ORGANIZATION RIGHTS**

3.1 The Association may hold general meetings of its membership on such days as other professional or contractual duties do not take precedence. Although the Association may initially choose the location of such meeting, the District shall have the right to require that such location be changed for legitimate District purposes.

3.2 Officers and individual members of the Association may meet informally about Association business on school grounds at such times and places that do not interfere with their professional duties or normal school operations.

3.3 Fifteen minutes will be provided to the President of the Association on the first day of each school year to address the entire faculty about the Association.

3.4 The Association is guaranteed use of school mailboxes to communicate with its members regarding Association business. Association officers shall be responsible for said distribution.

3.5 Meetings of the Board of Education will not be held during the school day, except in an emergency. In the event that an emergency board meeting is held during the school day, the Association President or his/her designee shall be excused from his/her assigned duties for the purpose of attending the meeting.

3.6 A copy of the minutes of all Board of Education meetings will, when approved, be provided to the Association President.

3.7 The Association shall be provided with photocopies of all materials that the District is obligated to make public pursuant to the Freedom of Information Law. The Association shall pay the fees for said photocopies, provided that said fees shall not exceed twenty-five cents per photocopy.

3.8 Dues Deduction

A. The District shall provide that dues for the Association be deducted from salaries of members of the bargaining unit in accordance with the following rules and regulations. Dues so deducted will be paid to the treasurer of the Association.

B. Members of the Association shall authorize such dues deductions in writing and submit such authorization to the Business Office. Dues deductions shall remain in effect until written revocation is submitted by the teacher to the Business Office. This revocation must be made within the first month of the school year.

C. The Treasurer of the Association shall inform the Business Office within the first week of school what the total amount of Association dues deductions will be for each member for the current school year.

D. The District will deduct dues from the salaries of Association members in 16 equal installments during 16 pay periods of the school year commencing with the first paycheck in October.

E. It is specifically agreed that the District and Board assume no obligation, financial or otherwise, arising out of provisions of this article beyond the actual deduction and transmittal of funds so deducted. The Association agrees that it will indemnify and hold the District and Board harmless from any and all claims, actions, demands, suits or proceedings by an Employee or any other party arising from acts or omissions surrounding the use of such monies after transmittal as provided in this Article.

F. Once the funds are remitted to the Association, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Association.

3.9 There will be no reprisals of any kind against a bargaining unit member by either the District or the Association or their respective representatives by reason of membership or lack of membership in the Association or participation in activities of the Association.

3.10 Association Leave. Up to a total of ten days per annum without loss of pay will be available for authorized personnel to attend to Association business off campus. Persons permitted to use one or more of these days must be designated by the Association President. Said designation must be made to the Superintendent, in writing, no less than two working days prior to the day of leave, and must be accompanied by the Association check for the cost of the substitute(s). Substitute cost is understood to include the compensation paid to the substitute as well as the District's contribution to Social Security, Worker's Compensation and Unemployment Insurance. Some of the ten days available for Association business may be used for business to be taken care of at school or on campus, with the prior approval of the Superintendent.

#### **ARTICLE 4 - MANAGEMENT RIGHTS**

Subject to the provisions of this Agreement, and provisions of law, the Board and the Superintendent reserve and retain full rights, authority and discretion, in the proper discharge of their duties and responsibilities, to control,

supervise and manage the District and its professional staff, to determine and administer educational policy, to operate the school and to direct the professional staff, and otherwise retain all rights, authority and discretion which are exclusively vested in the Board or in the Superintendent under governing law, ordinances, rules and regulations as set forth in the Constitution and the Laws of the State of New York and the United States of America.

## **ARTICLE 5 - RIGHTS AND RESPONSIBILITIES**

5.1 The parties recognize that the availability of optimum school facilities for both students and bargaining unit members is desirable to insure the high quality of education which is the goal of both the bargaining unit members and the District.

A. The District agrees to provide:

1. One room, furnished, shall be reserved for use as a staff lounge.

2. Adequate parking facilities shall be made available to the bargaining unit members.

B. The bargaining unit members will have reasonable access to school photocopying machines to facilitate the preparation of instructional materials.

5.2 In order to minimize student behavioral problems the parties agree that the District, the Association, and individual bargaining unit members shall each strive to address the emotional, social and behavioral needs of the students in order to support their academic achievement in a safe, orderly and harmonious learning and teaching environment.

5.3 A. The District shall select and assign one person during teacher hours to assist in maintaining a safe, orderly and harmonious learning environment.

B. The District shall inform bargaining unit members of any crisis situations in a student's life which, in the judgment of the Superintendent, may manifest itself in drastically or dramatically different behavior by the student.

C. The District shall provide student support services, counseling, removal from class, or in extreme cases, suspension from school when the Superintendent determines that this is warranted.

### 5.4 Faculty Advisory Council

There shall be a committee known as the Faculty Advisory Council. The Council shall consist of the Superintendent and such other members of the District's Administration which (s)he shall from time to time designate, and no more than one teacher from each department plus the Association President, a Student Services employee and one teaching assistant. The Association President



shall assign the bargaining unit members on or about September 21 of each year. There shall be no limit on consecutive annual service. The Council shall meet at least once per month. The Council shall advise the Superintendent on matters pertaining to the educational mission of the District.

The annual school calendar shall be a subject of consideration by the Faculty Advisory Council.

The Council may, with the consent of the Superintendent and the Association President, invite non-council members to attend and participate in any Council meeting for any purpose. The Council's powers shall be limited to those of an advisory or consultative nature.

In no instance shall the Council make decisions on mandatory topics of bargaining.

#### 5.5 Property Losses

A. School Property. Bargaining unit members will not be held responsible for the accidental loss or damage of school property. Bargaining unit members will be responsible for supervising student use of school property and equipment.

B. Personal Property. A bargaining unit member may file a claim and the Board of Education may compensate, in its discretion, bargaining unit members for the reasonable cost of any clothing or other personal property damaged or destroyed as the result of assault, vandalism or theft suffered by a bargaining unit member while acting in the discharge of his/her duties within the scope of his/her employment.

#### 5.6 Physical Examinations

A. A physical examination shall be required as a condition of employment.

B. Each bargaining unit member shall be required to submit to a tuberculosis test (PPD Test) annually. This provision shall not restrict the Board from requiring physical examinations of bargaining unit members under §913 of the Education Law.

#### 5.7 Teacher Protection

The Board of Education provides the protections specified in Sections 3023, 3028 and 3811 of the Education Law of the State of New York in accordance with the procedures contained in such Sections.

### **ARTICLE 6 - TEACHING CONDITIONS**

6.1 A. The work week for teachers shall not exceed 30 hours and 55 minutes, excluding lunch. Each work day shall begin no earlier than 7:30 a.m. and end no later than 3:45 p.m.

B. The work week for teaching assistants shall not exceed 35 hours per week, excluding lunch. The work day shall begin no earlier than 7:30 a.m. and end no later than 3:45 p.m.

C. The work day and work week for social workers, guidance counselors, teachers of speech and hearing handicapped and school psychologists shall be generally the same as that for classroom teachers, but it is understood that their regular work week and their work day may extend before and/or after the starting and/or ending times of the work day and work week set forth in "A" or "B" above.

6.2 The school year shall consist of not more than 182 work days between September 1 and June 30, which includes an orientation and graduation/recognition day. The work year for guidance counselors shall be the school year as defined herein plus an additional eighteen (18) days, such days to be determined by the District. Guidance counselors will be paid 1/182 of his/her salary schedule salary for each additional day (s)he is required to work.

6.3 A. The regularly assigned load per teacher per day shall not exceed a maximum of 84 students per day.

B. Teaching assistants shall be assigned duties consistent with, but not limited to, those assigned to such position in the past and any other duties related to such position.

C. In accordance with Education Law 3029, each bargaining unit member shall be given a daily duty free lunch period which shall not be shorter than the length of a daily instructional period.

6.4 The number of regularly assigned classes a teacher will teach per day will not normally exceed six; however in the event scheduling requires that a teacher be assigned more than six classes per day said teacher will not be assigned more than 30 in a week. The number of class assignments for each teaching assistant shall not exceed ten (10) periods per day with a minimum of one duty free period and one duty free lunch.

A. Each teacher shall be freed of classroom teaching assignments for at least ten periods per week. Five of such periods shall be reserved for teacher preparation, during which time the District will not make any demands of any kind on the teacher's time. Upon teacher request, every effort will be made to provide one preparation period per day. Five of such periods shall be reserved for teacher supervision, during which time the District may require that the teacher perform such duties as, but not limited to, the following: conferencing with Department Chairpersons, supervisors, coordinators, and/or other staff relating to professional practices and their implementation; and supervising of students at performances and assemblies, (the number of students will not exceed 12 (twelve) at any one time), except under emergency circumstances. Supervisory duties will, to the extent practicable, be assigned equitably.

B. The District may assign a teacher who is on teacher supervision time to supervise the individual classroom and students of an unavailable teacher, provided it has first attempted and failed to cover the absent teacher's class by the following means: (1) hiring an outside substitute; (2) requesting teacher volunteers from within the bargaining unit; (3) assigning a teaching assistant. Any teacher who is so assigned by the District, and who is on or below Level 10 of the Teacher Salary Schedule in effect on September 1 of the current school year, shall be paid 1/8 of the daily rate of pay at Bachelor's level 5 of said Teacher Salary Schedule. Any teacher who is so assigned by the District, and who is on or above Level 11 of the Teacher Salary Schedule in effect on September 1 of the current school year, shall be paid 1/8 of the daily rate of pay at Master's Level 12 of the Teacher Salary Schedule. "Daily rate of pay" means 1/182 of the teacher's salary schedule salary. Such assignments shall, to the extent practicable, be apportioned equitably.

1. Any teaching assistant who is assigned by the District to substitute for an absent teacher shall be paid \$4.00 per period, excluding prep periods and lunch, up to a maximum of \$24.00 per day. Such assignments shall, to the extent practicable, be apportioned equitably.
2. Any teaching assistant who is assigned to intervention duty shall be paid \$4.00 per period, excluding lunch, up to a maximum of \$24.00 per day. Such assignments shall, to the extent practicable, be apportioned equitably.

C. The District may request of a teacher who is on preparation time that (s)he teach (not merely supervise) the class of an unavailable teacher. The teacher shall have an absolute right to refuse such a request. A teacher who teaches in response to such a request and who is on or below Level 10 of the Teacher Salary Schedule in effect on September 1 of the current school year, shall be paid 1/8 of the daily rate of pay at Bachelor's Level 5 of said Teacher Salary Schedule. Any teacher who is so assigned by the District and who is on or above Level 11 of the Teacher Salary Schedule in effect on September 1 of the current school year, shall be paid 1/8 of the daily rate of pay at Master's Level 12 of said Teacher Salary Schedule. Daily rate of pay means 1/182 of the teacher's Salary Schedule salary.

6.5 Teachers shall attend Faculty Meetings convened by the District twice per month. These Meetings shall be held after the end of the teacher workday provided for in Article 6.1 of this Agreement.

Bargaining unit members shall be required to attend a community meeting, which is held once per month.

6.6 Teachers of Math, Science, Social Studies, English and Foreign Languages shall not be assigned more than three preparations per day. Any such teacher and the Superintendent may mutually agree to a greater number of preparations. "Preparation" means a grade level assignment. Thus, by way of ex-

ample, an assignment of three levels of eighth grade mathematics would constitute one preparation.

6.7 Each teacher may be assigned to teach a portion of the "aggression replacement" curriculum and will be required to attend team and group meetings. Any assignment to teach aggression replacement shall not be considered one of the three preparation periods referenced in Article 6.6 above. Appropriate curriculum and training will be provided by the District.

The parties agree to form a committee to explore alternatives to the "aggression replacement" curriculum. Until such time as an alternative is agreed upon, teaching assistants will be required to participate in such curriculum as they have in the past.

### **ARTICLE 7 - SUMMER SESSION**

7.1 Notice of the District's intention to conduct a summer session will be made not later than April 15 preceding said session by providing notice in writing to each unit member. Said notice will provide the unit member with the opportunity to notify the District of their interest in a summer school position. Thereafter, the District will notify each unit member of their summer school assignment. The parties acknowledge that if there are not enough assignments for bargaining unit members who are interested in teaching summer school, the teacher(s) with the most District wide seniority, appropriate certification and who have taught the subject(s) in the District for at least one semester within the past five school years, shall be awarded the position(s).

7.2 Members of the bargaining unit shall be given first preference for summer positions for which they qualify. However, such preference must be exercised not later than May 1.

7.3 Summer terms and conditions of employment for bargaining unit members regularly employed by the District during the preceding school year will be in accordance with the contract except for Article 11.6 and Article 12., except where specifically indicated otherwise. The benefits provided for in Article 11.1, 11.2, 11.3, 11.4 and 11.5 shall be available only to those summer session bargaining unit members who have not exhausted these benefits prior to the commencement of the summer session.

7.4 Provided that a salary schedule for the new school year has been agreed to and ratified by the parties prior to July 1, each member of the bargaining unit who teaches during the summer session shall be paid a per diem rate of pay of 1/182 of that new salary schedule salary. If a new salary schedule has not been agreed to and ratified by the parties prior to July 1, (including times when an agreed upon increase is tied to the state rate), bargaining unit members who teach during the summer session shall be paid at the rate they were receiving during the prior school year.

## **ARTICLE 8 - DEPARTMENT CHAIRPERSONS AND COORDINATORS**

8.1 A. The District has created the position of Department Chairperson and it shall retain the right to abolish any such position at the end of any school year. The methods of selection and qualification for appointment to the Department Chairperson positions shall be determined by the District. Such methods and/or qualifications may be amended by the District annually.

B. Appointments to the position of Department Chairperson shall be made annually upon the recommendation of the Superintendent and approval of the Board of Education. Department Chairperson appointments shall commence on September 1 of each year and expire on June 30 of the next year.

C. The duties of the Department Chairpersons shall be established and published by the Superintendent in a written job description. These duties may be changed annually by the Superintendent to meet the needs of the District. Job descriptions shall be made available in the District Office for interested applicants prior to the deadline for applications.

D. The teaching load of each teacher appointed to the position of Department Chairperson may be reduced by the District whenever possible by one teaching period per day during the term of that teacher's appointment.

E. The annual stipend for the position of Department Chairperson shall be \$1,250.

F. A teacher who is appointed to the position of Department Chairperson for any September 1 - June 30 term who elects to teach in the immediately subsequent Summer Session shall also, at the discretion of the Superintendent, serve as Department Chairperson for that Summer Session.

G. Each teacher appointed by the Superintendent as a Summer Session Department Chairperson shall be paid one-sixth ( $1/6^{\text{th}}$ ) of the regular school stipend and his/her Summer Session teaching load may be reduced by the District whenever possible by one teaching period per day during the term of his/her summer appointment.

8.2 A. The District has created the positions of Art and Computer Coordinator and it shall retain the right to abolish the positions at the end of any school year.

B. Appointments to the position of Coordinator shall be made annually upon the recommendation of the Superintendent and approval of the Board of Education. Coordinator appointments shall commence on September 1 of each year and expire on June 30 of the next year.

C. The duties of the Coordinators shall be established and published by the Superintendent in a written job description. These duties may be changed annually by the Superintendent to meet the needs of the District. Job

descriptions shall be made available in the District Office for interested applicants prior to the deadline for applications.

D. The teaching load of each teacher appointed to the position of Coordinator may be reduced by the District whenever possible by one teaching period per day during the term of that teacher's appointment.

E. The annual stipend for the position of Coordinator shall be \$300.00.

F. A teacher who is appointed to the position of Coordinator for any September 1 - June 30 term who elects to teach in the immediately subsequent Summer Session shall also, at the discretion of the Superintendent, serve as Coordinator for that Summer Session.

G. Each teacher appointed by the Superintendent as a Summer Session Coordinator shall be paid one-sixth ( $1/6^{\text{th}}$ ) of the regular school stipend and his/her Summer Session teaching load may be reduced by the District whenever possible by one teaching period per day during the term of his/her summer appointment.

8.3 A. The District has created the position(s) of Computer Mentor and it shall retain the right to abolish the positions at the end of any school year. The methods of selection and qualification for appointment to the mentor position shall be determined by the District. Such methods and/or qualifications may be amended by the District annually.

B. Appointments to the position of Computer Mentor shall be made annually upon the recommendation of the Superintendent and approval of the Board of Education. Mentor appointments shall commence on September 1 of each year and expire on June 30 of the next year.

C. The duties of Computer Mentor shall be established and published by the Superintendent in a written job description. These duties may be changed annually by the Superintendent to meet the needs of the District. Job descriptions shall be made available in the District Office for interested applicants prior to the deadline for applications.

D. The annual stipend for the position of Computer Mentor shall be \$500.

E. A bargaining unit member who is appointed to the position of Computer Mentor for any September 1 - June 30 term who elects to work as a teacher or teaching assistant in the immediately subsequent Summer Session shall also, at the discretion of the Superintendent, serve as Computer Mentor for the Summer Session.

F. Each bargaining unit member appointed by the Superintendent as a Summer Computer Mentor shall be paid one-sixth ( $1/6^{\text{th}}$ ) of the regular school stipend.

## **ARTICLE 9 - EXTRA CURRICULAR ACTIVITIES AND COACHING**

9.1 The District will post vacancies in coaching positions at least two weeks before the deadline for receiving applications.

9.2 Where the qualifications of applicants for coaching positions or extra-curricular positions who are members of the bargaining unit and applicants who are not members of the bargaining unit are, in the opinion of the Superintendent, equal, the Superintendent shall appoint the bargaining unit member to the position. However, once a non-bargaining unit member is appointed, the District may re-appoint such incumbent, in the subsequent years, over a bargaining unit member if, in the opinion of the Superintendent, the incumbent non-bargaining unit member is qualified for the position. Coaching stipends paid to the bargaining unit members will be reported to the New York State Teachers' Retirement System as salary received for retirement benefit purposes. However, such stipends shall not be applied to their base contract salaries for purposes of calculating annual increases to the base salaries of teachers and teaching assistants currently pending or that may be negotiated in the future.

9.3 The District will post vacancies in extra-curricular positions at least two weeks before the deadline for receiving applications.

9.4 Coaches shall be paid in accordance with the stipend Schedule J attached hereto.

9.5 Payment for extra curricular positions shall be made in accordance with the following:

A. Any teacher who is assigned by the District to an extra curricular position and who is on or below level 10 of the teacher salary schedule in effect on September 1<sup>st</sup> of the current school year, shall be paid \$16.00 per hour. Any teacher who is so assigned by the District and who is on or above level 11 of the teachers' salary schedule in effect on September 1<sup>st</sup> of the current school year, shall be paid \$20.50 per hour.

B. Any teaching assistant who is assigned by the District to an extra curricular position and who is on or below level 9 of the teacher assistant salary schedule in effect on September 1<sup>st</sup> of the current school year, shall be paid \$16.00 per hour. Any teaching assistant who is so assigned by the District and who is on or above level 10 of the teaching assistants' salary schedule in effect on September 1<sup>st</sup> of the current school year, shall be paid \$20.50 per hour.

## **ARTICLE 10 - CLASSROOM OBSERVATIONS AND EVALUATIONS**

10.1 The District shall perform observations and evaluations of all bargaining unit members. The parties subscribe to the philosophy that the intent of observations and evaluations is to improve instruction, and thereby student achievement. To that end, the parties agree that the administration shall work collaboratively with the bargaining unit members in the process outlined below.

A. Non-tenured teachers and teaching assistants will participate twice each year in a direct observation process. (See 10.3A for details).

B. Tenured teachers and teaching assistants, in one year out of three, will participate in a direct observation process. In the other two years, tenured teachers and teaching assistants may select one of the following professional development options, or they may select the Direct Observation Process again. All Student Services personnel will select from Options 10.3B through 10.3F. The District Office will identify the group for direct observations each year, though teachers and teaching assistants who have a particular preference for one year over another or who wish to work on a project with a colleague will be accommodated whenever possible. Occasionally a project may logically extend over more than one academic year. The specific requirements of each project will be developed collaboratively with an administrator.

C. For those bargaining unit members who select Options 10.3B through 10.3F, a final evaluative summary will be prepared collaboratively by the bargaining unit member and the administrator. Both parties will sign this summary, and a copy will be placed in the bargaining unit member's personnel file. The bargaining unit member's signature shall not be interpreted to mean that s/he agrees with the content of the summary.

10.2 Nothing in this article shall be construed to prohibit District administrators or Department Chairpersons from visiting a bargaining unit member engaged in instruction or other educational activities. Department chairpersons shall not conduct formal evaluations of other bargaining unit members.

### **10.3 Professional Development Options**

A. Direct Observation Process: The Direct Observation Cycle begins with a pre-observation conference between teacher or teaching assistant and administrator. This conference will take place not more than five school days prior to the date of the observation. In this conference, the teacher/teaching assistant explains the instructional unit being planned, and the particular activities for the date of the observation. The administrator will make every effort to observe on the identified date and period. If unforeseen circumstances arise preventing this, however, the administrator will notify the teacher of an alternate date in the same period within the next three school days. Within five school days after the observation, a post-conference will be scheduled between teacher or teaching assistant and administrator. Prior to the post-conference, both parties will tentatively complete the rubric on which the teacher or teaching assistant is rated on all criteria in the four domains of Components of Professional Practice (Danielson). See Appendix A. Bargaining unit members should be prepared to articulate their engagement in the professional responsibilities of Domain #4, since these are on-



going and not observable in one class period. During the conference, the parties will discuss their responses and will collaboratively arrive at an assessment of the unit member's performance and generate some suggestions for future growth.

Within five school days after the post-conference, the administrator will provide the unit member with a copy of the scoring rubric and his/her scores in each area, along with a narrative summary of the major professional goals and strategies identified in the post-conference. The bargaining unit member will be asked to sign the document and may add a statement of his/her own if desired. The completed document will be placed in the teacher's personnel file.

B. Goal Setting: A bargaining unit member who selects this option will be asked to identify an area or areas of professional endeavor in which s/he wishes to become more proficient. His/her selection should in some way contribute toward his/her ability to help students reach the New York State Learning Standards.

By October 15, the bargaining unit member will submit a plan which identifies the professional goal which s/he will be pursuing, and a tentative list of the types of evidence which s/he will gather to document his/her level of performance and his/her growth.

One method of documenting professional activities and growth is the portfolio. A bargaining unit member might collect copies of instructional plans, samples of student work, photos of student projects, articles from professional journals, programs from workshops, student response surveys, reflective journal entries, and the like.

Another possible method of documenting growth is the production of a videotape. This could consist of several instructional sessions taped at intervals over the year, or one session which represents careful planning and practice by the bargaining unit member, or any other structure which would document professional growth.

By May 1, the bargaining unit member will present his/her portfolio, including periodic reflective statements and a final reflection on the overall effectiveness of his/her professional growth for the year.

C. Action Research: A teacher or teaching assistant selecting this option formulates a question related to instructional techniques, student achievement, curriculum, or other professional issues. S/he develops a plan by which to answer the question through his/her own classroom practice. The information gathered will be used to improve teaching and student learning.

By October 15 the bargaining unit member submits his/her research question and plan of inquiry. The administrator approves the plan, either in its original form or with modifications. By May 1 the bargaining unit member submits his/her research findings and their implications for professional practice.

The bargaining unit member should write periodic reflective journal entries throughout the project, and a final reflective statement to be submitted in May with the findings of the action research project.

D. Peer Consultation: In this option, a bargaining unit member selects a colleague who has particular expertise in one or more instructional tech-

niques and/or other professional practices. If the selected colleague agrees, the pair develops a plan whereby the requesting bargaining unit member will try to develop professional skill in the identified area(s). The plan should be submitted for approval by October 15. It should involve opportunities for the requesting bargaining unit member to observe the "mentor" bargaining unit member, to meet and discuss the techniques in question, and subsequently to be observed at least once by the mentor bargaining unit member. The mentor bargaining unit member will provide feedback to his/her colleague. Both bargaining unit members will develop reflective journal entries at each stage of this process and will write formal, reflective evaluations of the project by May 15.

Another variation of the peer consultation option is for a pair or small group of bargaining unit members to identify a particular area for professional development and to work collaboratively to assist each other in the improvement of an instructional technique or other professional practice. The team should identify its project and submit its proposal by October 15, incorporating peer observations and reflective journal entries as the project progresses, and culminating in evaluative reflections by each team member by May 1.

E. Service/In-service: This option is for professional staff members who provide in-service to the school staff, make presentations, conduct workshops, and develop and/or initiate new programs. By October 15, the bargaining unit member submits a proposal to the administrator. This proposal describes the program to be developed and presented or implemented, and articulates the way in which the project will help bargaining unit members to help students reach the New York State Learning Standards.

Periodic journal entries should document progress toward project completion, and a final, summary reflective statement should be submitted by May 15.

F. Alternate Proposal: If a bargaining unit member has an idea for a valuable professional development project which cannot be incorporated into any of the models described above, s/he is encouraged to develop a proposal and submit it to the administration by October 15. If it represents a valid and reasonably rigorous attempt at professional self-improvement, and if it includes some requirement for reflection and self-evaluation, it will be given serious consideration for approval.

#### 10.4 Personnel Files

A. Bargaining unit members will have the right, upon reasonable request, to review the contents of their personnel file and to make copies of any document therein except that all pre-employment references and data shall be removed and will not be available for review and copy. A bargaining unit member, if he/she chooses, may be accompanied by a representative of his/her choice. A representative of the employer may be present during any review.

B. No material derogatory to a bargaining unit member's conduct, service, character, or personality will be placed in his/her personnel file unless the bargaining unit member has had an opportunity to review it. The bargaining unit member will acknowledge that he/she has had such an opportunity by af-

fixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The bargaining unit member will also have the right to submit a written answer to such material and his/her answer shall be attached to the file copy. Such material, with the exception of classroom observation forms, shall be removed from a bargaining unit member's file upon presentation of evidence to the Superintendent that such information or material is false or inaccurate.

Appendices to Accompany Article 10 (Professional Performance Reviews and Evaluations)

- Appendix A: Components of Professional Practice
- Appendix B: Feedback Form Containing Criteria and Scoring Rubrics for Teachers
- Appendix C: Criteria and Scoring Rubrics for Teaching Assistants
- Appendix D: Professional Development Proposal for All Student Services Staff, Tenured Teachers, and Tenured Teaching Assistants
- Appendix E: Evaluation of Professional Development Project (Self-Evaluation)
- Appendix F: Administrator's Evaluation Summary

## **ARTICLE 11 - LEAVES OF ABSENCE WITH PAY**

### 11.1 Sick Leave

A. Ten days of paid sick leave per annum shall be credited to each bargaining unit member on September 1 of each year. Twelve days of paid sick leave per annum shall be credited as of July 1 to bargaining unit members who are employed during the summer months and the regular school year. Paid sick leave shall be available for the illness of either the employee or one or more members of the employee's immediate family. Immediate family is defined as a bargaining unit member's spouse, child, parents, parents-in-law, siblings or grandparents.

B. Sick leave credits unused will be cumulative to a total of 200 days. The cumulative total may include unused personal days. Days so credited may be used as set forth in other specific sections of this Agreement.

C. Any bargaining unit member taking four or more consecutive sick days may be required to submit a statement from the bargaining unit member's doctor or other certified health care provider, which shall be confidential, describing the nature of the illness, injury or disability. Sick leave pay may be denied if the bargaining unit member does not provide a doctor's statement describing the nature of the disability from his/her physician within two weeks after return from the leave.

D. In the event that employment ceases prior to earning the number of days of paid leave used (i.e., a sick day for each month of employment), a deduction of the appropriate amount will be made from the final salary due upon termination of employment.

E. Within fifteen (15) school days of the beginning of the regular ten-month school session, the District shall notify each bargaining unit member of the number of sick days in his/her individual account.

F. Unit members who retire from the District with fifteen (15) years of full-time service with the District shall be paid for accumulated unused sick leave at the rate of \$10 per day.

### 11.2 Sick Leave Bank

All bargaining unit members covered by this agreement may contribute unused sick leave credits for the purpose of establishing and maintaining a bank of such credits which may be drawn upon by employees who have exhausted their sick leave credits. Use of credits from the bank will be subject to the following rules and procedures:

A. A person must be a member of the Sick Leave Bank in order to withdraw days.

B. To become a member of the Sick Leave Bank a person must agree to waive up to, but no more than, three days per year of his/her sick leave

credits to the Sick Leave Bank. Such waiver will be made on a form provided by the Sick Leave Bank.

C. Contributions will be accepted during the first month of each new academic year. A unit member who commences employment on a date other than the beginning of the school year shall have 30 calendar days to join the bank. Should the Sick Leave Bank be depleted during a school year and the need for additional days arise, bargaining unit members shall be allowed to contribute up to two days per member to replenish the bank for such need.

D. Total days in the bank may not exceed three times the number of bargaining unit members in the bank. If the bank is at maximum, new bargaining unit members may join, but their sick leave credits will be held in reserve until the bank falls below the maximum number of days. Reserve days will be added at the same time as regular contributions.

E. A person who waives days to join the Sick Leave Bank loses these days from his/her accumulated sick leave credits. The days become the property of the Sick Leave Bank assuming the individual has earned sick leave credits under the provisions of Section 11.1.

F. Applications for use will be made to the trustees of the bank. A withdrawal of days from the Sick Leave Bank can be made only for an extended illness. An extended illness is defined as a single illness of more than five school days duration. Withdrawal of days from the Sick Leave Bank can be made only after all of a member's sick leave has been exhausted. Grants of bank time shall not exceed seven days times the number of years of service in the District.

G. The trustees of the Sick Leave Bank shall consist of the Superintendent and the designee of the Berkshire bargaining unit members Association as selected by the Association President. The decision of the trustees shall be final and binding and such decision will not be subject to grievances.

H. The rules and regulations of the Sick Leave Bank will be distributed to all bargaining unit members by the Association.

### 11.3 Personal Leave

A. Four days per annum will be credited to each bargaining unit member on September 1 to be used through August 31 for the purpose of personal leave time. Personal leave does not result in the loss of pay. Personal leave will be used for the purpose of conducting business which cannot be carried out at other than the normal business day. A mortgage closing, religious holidays or school graduation(s) of a child are examples of approved leave days. Examples of reasons for which personal leave shall not be used are vacations, a second job or recreation. Personal leave cannot be used as sick leave.

A bargaining unit member regularly employed by the District during the ten months preceding the summer session shall receive one additional personal leave day, credited as of July 1, if said bargaining unit member is employed full time during the summer session.

B. Personal leave is not cumulative for the purposes set forth in Section 11.3. Unused personal days will be added to the sick leave accumulation on August 31 in accordance with the provisions of Section 11.1.

C. The use of personal leave requires advance notice. A bargaining unit member will notify the Superintendent or his/her designee in advance, in writing. In emergencies, the writing may be requested upon return from leave.

D. The granting of personal leave is at the discretion of the Superintendent. The employee requesting the use of personal leave shall not be obliged to state to the Superintendent the reason or reasons for which (s)he will use the requested leave.

E. Personal leave will not be deducted from sick leave.

#### 11.4 Bereavement Leave

A. Bereavement leave will be granted by the Superintendent, or his/her designee.

B. Up to three days per annum will be granted for the express purpose of attending the funeral for a member of the immediate family defined as spouse, parents, children, siblings, parents-in-law, and grandparents.

C. Three days per annum will be credited to each bargaining unit member on September 1. For bargaining unit members commencing work after September 1, a pro-rated number of bereavement days shall be credited for that year.

D. Bereavement leave will not result in the loss of pay for the time used.

E. Bereavement leave will not be deducted from sick leave except as set forth in "G" below.

F. Bereavement leave is not cumulative.

G. In the event there is more than one funeral for a member of the immediate family accumulated sick leave will be available subject to all the conditions contained in this Article.

#### 11.5 Professional Conferences

A. Bargaining unit members may be permitted to attend professional conferences and meetings. Applications for permission to attend must be made to the Superintendent, in writing, at least two weeks in advance of the conference or meeting.

B. The Superintendent may grant such leave without pay or expenses; with pay only; or with pay and reimbursement for necessary travel expenses, meals, lodging, and registration fees.

#### 11.6 Sabbatical Leave

A. The primary purpose of sabbatical leave is to broaden the professional experience of a teacher and thus benefit the District and its students.

B. At the end of not less than seven years of professional service with the District, a teacher may apply for sabbatical leave. Applications for sabbatical leave shall be submitted to the Superintendent not later than February 15 prior to the school year during which the requested leave would occur. Applicants will be notified of the District's decision regarding such application no later than April 15.

C. An application for sabbatical leave may be granted by the Board in its sole discretion based upon its determination of its value to the District. In no case, however, shall the Board grant more than one sabbatical in any year, and the Board's determination of value shall be final and binding on all parties. Sabbatical leave shall be granted at 50% of the teacher's salary schedule salary. However, a teacher, at his/her sole discretion, may agree to waive payment for the period of the sabbatical leave.

D. As a condition of eligibility for a sabbatical leave the teacher shall submit an agreement in writing which includes the following:

1. To continue in the employment of the District for at least one year following the termination of the leave.
2. Prepare a report of the benefits achieved during the leave and submit the report within 90 days of his/her return from the leave.
3. The teacher is obligated to reimburse the District an amount equal to 75% of the compensation paid to the teacher by the District during the leave if the teacher fails to fulfill the terms of subdivision "1" of this paragraph.

E. Any teacher on sabbatical leave must notify the Superintendent of his/her intent to return, in writing, no later than 90 days prior to the expiration of a twelve (12) month sabbatical leave and no later than 60 days prior to the expiration of a six (6) month sabbatical leave. A teacher's failure to timely notify the Superintendent of his/her intent to return will result in the District's immediate termination of any salary payments due for the remainder of the sabbatical leave and will be deemed an abandonment of the teacher's position with the District.

F. The District agrees to consider, without obligation to grant, alternative sabbatical leave applications.

## **LEAVES OF ABSENCE WITHOUT PAY**

### 11.7 Child Rearing Leave

A. Leaves of absence for child rearing purposes will be granted by the Board of Education for a maximum of two school years.

B. Such leaves will be granted without pay or benefits except as otherwise required pursuant to the Family Medical Leave Act ("FMLA") and District policy.

C. Such leave will be an interruption of a probationary period and will not be counted for seniority purposes. Employees on such leave who are not entitled to the continuation of health insurance benefits under the FMLA may continue hospitalization insurance at their own cost providing premiums are paid to the District quarterly, in advance.

D. Illness, during and as a result of pregnancy, but prior to the beginning of a child rearing leave, will be regarded in the same manner as illness at any other time of employment.

E. All benefits to which a tenured bargaining unit member was entitled at the time his or her leave commenced, including unused accumulated sick leave, will be restored to such bargaining unit member upon the bargaining unit member's return. A bargaining unit member who returns from leave granted pursuant to this section will be placed on the same level of the salary schedule he or she was on when the leave commenced, except that a bargaining unit member who served at least five (5) consecutive months during the ten month school year when the leave commenced will be placed on the next highest level of the salary schedule upon his/her return from leave.

F. A bargaining unit member on leave must notify the Superintendent, in writing, no later than 90 days prior to the expiration of the leave of his/her intent to return. Failure to do so will be deemed an abandonment of the bargaining unit member's employment with the District.

#### 11.8 Other

A. Leaves of absence without pay and benefits may be granted for the following purposes:

1. Personal Reasons: Upon the recommendation of the Superintendent, an employee may be granted up to one year.

2. ACTION Agencies: Upon the recommendation of the Superintendent, a bargaining unit member may be granted up to two years for service in the Peace Corps, VISTA, or the Teachers Corps.

B. Leaves granted in accordance with section 11.8 shall be subject to the following regulations and procedures:

1. Application must be made, in writing, to the Superintendent no later than 120 days prior to the date on which the leave is to commence. The application must set forth the dates of the leave as well as the purpose of the leave.

2. The decision of the Board will be made, in writing, no later than 60 days after receipt of the application. Such decision will set forth the starting and ending dates.



3. The applicant will notify the Superintendent, in writing, no later than 30 days after the Board's decision of his/her intention to take the leave.

4. A bargaining unit member on leave must notify the Superintendent, in writing, no later than 90 days prior to the expiration of the leave of his/her intention to return. Failure to do so shall constitute a resignation from the District.

5. Subject to the rules and regulations of the District's insurance carrier and the provisions of the FMLA, a bargaining unit member on leave may continue in all insurance programs then prevailing in the District at his/her own expense providing premiums are paid to the District at least quarterly, in advance.

6. A bargaining unit member returning at the conclusion of an approved leave will be placed on the salary step which would have been his/hers at the beginning of the leave period.

Bargaining unit members who have been granted leave for full time job related study will, upon submission of an official transcript for such study, be granted credit for equivalent time on the salary schedule.

C. The Superintendent may grant a bargaining unit member an unpaid leave of absence of up to thirty working days.

D. A leave of absence may be extended by mutual agreement of the District and the employee. A bargaining unit member requesting an extension of his/her leave of absence must make such request no later than 90 days prior to the effective date of the extension.

## **ARTICLE 12 - COMPENSATION AND INSURANCE**

### 12.1 A. Teachers

1. Except as otherwise provided herein, the salaries of teachers employed for the school year July 1, 2001 to June 30, 2002 shall be those included in Schedules "A" and "B" as applicable.

2. Except as otherwise provided herein, the salaries of teachers employed for the school year July 1, 2002 to June 30, 2003 shall be those included in Schedules "D" and "E" as applicable.

3. Except as otherwise provided herein, the salaries of teachers employed for the school year July 1, 2003 to June 30, 2004 shall be those included in Schedules "G" and "H" as applicable.

4. Longevity: Effective with the 2001-2002 school year, each teacher eligible for step 23 on the schedule shall receive a career longevity of \$1,885 and teachers eligible for step 25 on the schedule shall receive an additional \$1,350.

B. Teaching Assistants

1. Except as otherwise provided herein, the salaries of teaching assistants employed for the school year July 1, 2001 to June 30, 2002 shall be those included in Schedules "C".

2. Except as otherwise provided herein, the salaries of teaching assistants employed for the school year July 1, 2002 to June 30, 2003 shall be those included in Schedules "F".

3. Except as otherwise provided herein, the salaries of teaching assistants employed for the school year July 1, 2003 to June 30, 2004 shall be those included in Schedules "I".

C. All bargaining unit members who serve at least five (5) consecutive months during the ten (10) month school year shall be advanced on the salary schedule in the following school year.

12.2 A. Any graduate level courses or in-service courses taken by a teacher for the purpose of advancement on the salary schedules must be approved by the Superintendent prior to enrollment in the course. For first semester courses prior approval must be obtained no later than September 1st; for second semester courses, prior approval must be obtained no later than January 1st, and, for summer courses, prior approval must be obtained no later than June 1st. Failure to obtain the Superintendent's prior approval may, at the discretion of the Superintendent, be grounds for denial of credit for such course for salary purposes.

B. Teachers shall receive credit for each pre-approved graduate or teacher center course taken and successfully completed during any one year period of September 1 through August 31, on September 1 of the next school year. Proof of successful completion (i.e., copy of official transcript) must be received by the Superintendent on or before August 31 immediately following the course in order to obtain credit in that year. Thus, for example, to receive credit and payment on September 1, 2001 for courses taken in the fall or winter of 2000 or the spring or summer of, 2001 the course must be completed and the transcript received by August 31, 2001.

12.3 Dental Insurance. The employer will provide a voluntary dental insurance program for the individual and dependents, and will pay up to the following in annual premiums:

Individual Coverage - 100%

Family Coverage - The amount of an individual plan, plus 70% of the difference between a family and individual premium.

12.4 Medical/Surgical Insurance. The employer will provide a voluntary hospitalization insurance plan and will contribute to the annual premium costs up to the following amounts:

Individual Coverage - 100%

Family Coverage - The amount of an individual plan, plus 70% of the difference between a family and individual premium.

12.5 Disability Insurance. All covered employees will be included in the Disability Insurance Plan provided for in the Laws of New York State. Payroll deductions in the amount provided as the maximum employee contribution will be made to offset, in part, the cost of the plan.

12.6 Health Insurance Opt Out.

Opt Out Procedure:

A. Bargaining unit members who are otherwise health insured may opt out of the District's health insurance program and receive a payment in accordance with the following schedule:

If by September 30, up to 11 bargaining unit members opt out, such members will receive \$1,300 for 2001-2002; \$1,350 for 2002-2003; and \$1,400 for 2003-2004.

If by September 30, 12 or more bargaining unit members opt out, such members will receive \$1,550 for 2001-2002; \$1,600 for 2002-2003; and \$1,650 for 2003-2004.

All buy-outs must be elected or renewed each year and must be accompanied by proof of alternative health care coverage.

B. The election and proof of alternative health care coverage must be provided in writing to the Assistant Superintendent for Business by June 1<sup>st</sup> in order to opt out as of July 1<sup>st</sup>.

C. Payment shall be made by the District in two payments; the first payment on or before December 1<sup>st</sup> and the second on or before May 15<sup>th</sup> of each year.

D. Unit members may opt back into the health insurance plan during any school year due to a change in circumstances resulting in the loss of alternative health care coverage. The ability to rejoin the District program shall be governed by the rules and regulations of the health insurance carrier. Any opt-out monies paid in advance shall be reimbursed on a pro-rated basis.

E. If a National or state health care program is enacted which affects the health insurance provisions of this contract, the parties agree to reopen this Article.

F. The District shall maintain an IRS Code 125 plan for unit members.

G. Effective July 1, 1998, the District will increase the cap on lifetime major medical to \$1,000,000.

## **ARTICLE 13 - GRIEVANCE PROCEDURES**

13.1 Purpose: Whereas the establishment and maintenance of a harmonious and cooperative relationship between bargaining unit members, administrators, and the Board of Education is essential to the operation of the school, it is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to grievances of bargaining unit members through procedures under which they may present grievances free from coercion, interference, restraint, discrimination, or reprisal, and by which all parties are afforded adequate opportunity to dispose of their differences without the necessity of time consuming and costly proceedings before administrative agencies and/or in the courts. There shall be no withdrawal of services by the grievant or the Association during or as a result of the utilization of the grievance procedure.

### 13.2 Definitions:

A. Grievance -- Shall mean any alleged violation of either this Agreement or of a past practice, provided that the past practice was created subsequent to February 1, 1988.

"Past practice" means a course of conduct established by teachers subsequent to February 1, 1988 and for teaching assistants subsequent to September 1, 1996, which is (i) unequivocal; and (ii) clearly enunciated and acted upon; and (iii) readily ascertainable over a reasonable period of time as a mutually fixed and established practice accepted by both parties to this Agreement.

B. Aggrieved Party -- Shall mean the Association, or any person or group of persons in the bargaining unit claiming a violation of this Agreement.

C. Party in Interest -- Shall mean the aggrieved party and any person named in the grievance.

D. Administrator -- Shall mean any person responsible for or exercising any degree of supervision over a teacher.

E. Immediate Supervisor -- Shall mean the person to whom the teacher is directly responsible.

F. Representative -- Shall mean the person or persons designated by the aggrieved party as his/her counsel or to act in his/her behalf.

### 13.3 Procedure

As it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein

will be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practical.

If the aggrieved party does not file a grievance at Level One in writing with his/her immediate supervisor within 30 school days after the teacher knew or should have known of the act or condition on which the grievance is based, then the grievance has been waived.

A. Level One: Supervisor

1. The aggrieved party shall present his/her grievance in writing to his/her immediate supervisor with the objective of resolving the matter formally.

2. Within five school days after the written grievance is presented to him/her, the immediate supervisor shall render a decision in writing and present it to the aggrieved party.

3. Grievances which are outside the purview or authority of the supervisor at Level One shall be commenced at Level Two.

B. Level Two: Superintendent

1. If the aggrieved party is not satisfied with the written decision at Level One, a written appeal may be filed with the Superintendent within five school days of receiving the decision at Level One, or the last date on which this decision could have been rendered, whichever is sooner.

2. Within five school days of receiving the written appeal, the Superintendent shall discuss the grievance with the aggrieved party, his/her representative, and all other parties in interest.

3. Within five school days of meeting with the parties, the Superintendent shall render a decision in writing to the aggrieved party.

C. Level Three: Board of Education

1. If the aggrieved party is not satisfied with the decision at Level Two, a written appeal may be filed with the Board of Education within ten school days of receiving the written decision at Level Two, or the last date on which a decision could have been rendered, whichever date is sooner.

2. Within ten school days of receiving an appeal, the Board of education shall schedule an Executive Session to hear the appeal. The aggrieved party, his/her representatives, if any, all other parties in interest and the Association grievance committee shall be notified of the Executive session so they may present the grievance.

3. Within five school days of the meeting, the Board of Education shall render a decision in writing on the grievance. A copy of the decision shall be sent to the aggrieved party and the Association.

4. Level Three may be by-passed by a written agreement signed by both the Superintendent and the President of the Association.

D. Level Four: Arbitration

1. Within 15 school days after the completion of Level Three, a Grievance which has not been resolved may be appealed to arbitration by the party who brought the grievance.

The appeal for arbitration shall be filed with the other party, in writing, and the arbitrator will be selected by rotating order from the list set forth below.

Janet Spencer

Sheila Cole

Jeff Selchick

David Stein

2. The costs for the services of the arbitrator, including the per diem expenses, if any, and actual and necessary travel and subsistence expenses, shall be borne equally by the Board of Education and the Association.

3. The decision of the Arbitrator shall be final and binding upon all parties. However, the Arbitrator shall limit his/her decision strictly to the interpretation, application, or enforcement of this Agreement. The Arbitrator shall have no power to add to, subtract from, change, or in any way alter, amend or modify the terms of this Agreement.

4. The Association agrees and recognizes that the granting or denial of tenure is an exclusive and non-delegable right of the Board of Education.

**ARTICLE 14 - MISCELLANEOUS PROVISIONS**

14.1 Past Practices.

All past practices of every kind and description which have heretofore existed between the parties are abolished effective February 1, 1988. There shall be no binding or enforceable past practice between the District and the teachers unless said practice was created and established subsequent to February 1, 1988. There shall be no binding or enforceable past practice between the District and the teaching assistants unless said practice was created and established subsequent to September 1, 1996. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified through the voluntary, usual consent of the parties in a written and signed amendment to this Agreement.

14.2 The provisions of the Agreement shall be incorporated into and be considered part of the established policies of the Board.

14.3 Nothing contained herein shall be construed to deny to any employee his or her rights under the Law.

14.4 Any individual arrangement, agreement, or contract executed with any individual member of the negotiating unit represented by the Association shall be subject to and consistent with the terms and conditions of the Agreement

and subsequent Agreements hereinafter executed by the parties. During its duration, this Agreement shall be controlling.

#### 14.5 Academic Freedom

It is the policy of the District to maintain and encourage full freedom, within the law, of inquiry, teaching and research. In the exercise of this freedom the faculty member may, without limitation, discuss his/her own subject in the classroom; he/she may not, however, claim as his/her right the privilege of discussing in his/her classroom controversial matter which has no relation to his/her subject. The concept of freedom shall be accompanied by a corresponding concept of responsibility. In his/her role as a citizen, every employee has the same freedoms as other citizens. However, in his/her extramural utterances he/she has an obligation to indicate that he/she is not an institutional spokesperson.

#### 14.6 Tardiness

Time lost due to tardiness may result in (a) a reduction of personal leave credits, or (b) a deduction from salary if leave credits are exhausted.

#### 14.7 Severe Weather Conditions

Tardiness claimed due to severe weather will be excused if the Superintendent determines that the following conditions exist: (1) an official road condition warning advisory has been issued; and (2) employees scheduled to commence work prior to bargaining unit members' starting time have experienced unusual problems in coming to work.

#### 14.8 Student Behavior

A bargaining unit member who is the subject of extreme, outrageous or extraordinary student behavior may report such behavior to the Principal. Upon receiving such a report, the Principal shall: (1) meet with the bargaining unit member to discuss the bargaining unit member's report of the incident; (2) meet with the bargaining unit member, school social worker, team leader and student within 24 hours of receiving the report from the bargaining unit member to discuss the incident; (3) conduct any additional investigation which (s)he deems necessary; (4) receive the bargaining unit member's proposed resolution of the incident; and (5) inform the bargaining unit member of his/her resolution of the incident

#### 14.9 Credit Union

The District shall, upon the request of a bargaining unit member, make salary deductions and transmit the amount deducted pursuant to the request to the Columbia-Greene Public Employees Federal Credit Union. The authorization to make the deduction and transmission must be given by the bargaining unit member on a signed authorization card.

#### 14.10 Admissions to Classrooms

District Administrators, Department Chairpersons, and persons involved in the instructional program of a particular classroom may enter that classroom while the bargaining unit member is present. No other person may enter that classroom while the bargaining unit member is present unless that other person has been granted permission to do so by the Superintendent or his/her designee. The Superintendent shall not grant any such other person permission to enter that classroom while the bargaining unit member is present unless the Superintendent or his/her designee has first discussed that other person's request with the affected bargaining unit member.

#### 14.11 Purchase Orders

Each teacher who completes and submits a purchase requisition to the District shall receive a copy of the purchase requisition after final action has been taken by the District.

#### 14.12 Jury Duty

A bargaining unit member who is assigned to jury duty shall be entitled to perform such duty without loss of pay or leave time. Any compensation provided to the bargaining unit member for the performance of such duty shall be paid to the District less mileage compensation paid by the court.

#### 14.13 Salary Notification

Within 30 school days of the start of school in September of each school year, the District shall provide to each teacher a salary notice for that school year. The salary notice shall include the bargaining unit member's step, salary schedule salary and any other compensation due the teacher.

#### 14.14 Payroll Options

A bargaining unit member may elect any one of the following three payroll options:

- A. 21 pay checks or;
- B. 26 paychecks, the last five of which will be paid with the last paycheck in June; or
- C. 26 pay checks, one every two weeks.

Each bargaining unit member must notify the District of his/her choice of payroll option by August 1, to be effective for the subsequent school year. Once a teacher has elected a payroll option, it will remain in effect until such time as the teacher notifies the District of a change in his/her election. The District must be notified of any change by August 1 and such change will be effective for the subsequent school year.



14.15 Vacancies

The District shall post all vacancies in professional positions within the District. "Vacancy" means an unencumbered position or an unencumbered position to which a temporary appointment is available.

**ARTICLE 15 - LEGISLATIVE APPROVAL  
SEPARABILITY, DURATION AND ACKNOWLEDGMENT**

15.1 Legislative Approval

**IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMITS 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.**

15.2 Separability

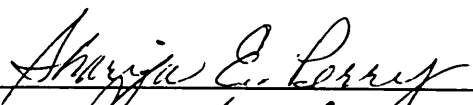
If any provision of this agreement is, or shall be at any time contrary to law or regulation, such provision shall not be applicable, performed or enforced, except to the extent permitted by law or regulation. In such an event, all other provisions of this Agreement shall continue in effect.

15.3 Duration

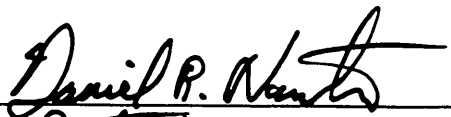
The parties hereto agree that this Agreement constitutes the entire contract between them for the period July 1, 2001 through June 30, 2004.

In Witness Whereof, the parties hereto, the Superintendent of Schools and the President of the Association, have hereunto affixed their names.

**For the District:**

  
\_\_\_\_\_  
Date: September 18, 2001

**For the Association:**

  
\_\_\_\_\_  
Date: September 18, 2001

# APPENDIX

## A



# COMPONENTS OF PROFESSIONAL PRACTICE

## DOMAIN 1: PLANNING AND PREPARATION

- 1a: Demonstrating Knowledge of Content and Pedagogy**
  - Knowledge of content
  - Knowledge of prerequisite relationships
  - Knowledge of content-related pedagogy
- 1b: Demonstrating Knowledge of Students**
  - Knowledge of characteristics of age group
  - Knowledge of students' varied approaches to learning
  - Knowledge of students' skills and knowledge
  - Knowledge of students' interests and cultural heritage
- 1c: Selecting Instructional Goals**
  - Value
  - Clarity
  - Suitability for diverse students
  - Balance
- 1d: Demonstrating Knowledge of Resources**
  - Resources for teaching
  - Resources of students
- 1e: Designing Coherent Instruction**
  - Learning activities
  - Instructional materials and resources
  - Instructional groups
  - Lesson and unit structure
- 1f: Assessing Student Learning**
  - Congruence with instructional goals
  - Criteria and standards
  - Use for planning

## DOMAIN 2: THE CLASSROOM ENVIRONMENT

- 2a: Creating an Environment of Respect and Rapport**
  - Teacher interaction with students
  - Student interaction
- 2b: Establishing a Culture for Learning**
  - Importance of content
  - Student pride in work
  - Expectations for learning and achievement
- 2c: Managing Classroom Procedures**
  - Management of instructional groups
  - Management of transitions
  - Management of materials and supplies
  - Performance of noninstructional duties
  - Supervision of volunteers and paraprofessionals
- 2d: Managing Student Behavior**
  - Expectations
  - Monitoring of student behavior
  - Response to student misbehavior
- 2e: Organizing Physical Space**
  - Safety and arrangement of furniture
  - Accessibility to learning and use of physical resources

## DOMAIN 4: PROFESSIONAL RESPONSIBILITIES

- 4a: Reflecting on Teaching**
  - Accuracy
  - Use in future teaching
- 4b: Maintaining Accurate Records**
  - Student completion of assignments
  - Student progress in learning
  - Noninstructional records
- 4c: Communicating with Families**
  - Information about the instructional program
  - Information about individual students
  - Engagement of families in the instructional program
- 4d: Contributing to the School and District**
  - Relationships with colleagues
  - Service to the school
  - Participation in school and district projects
- 4e: Growing and Developing Professionally**
  - Enhancement of content knowledge and pedagogical skill
  - Service to the profession
- 4f: Showing Professionalism**
  - Service to students
  - Advocacy
  - Decision making

## DOMAIN 3: INSTRUCTION

- 3a: Communicating Clearly and Accurately**
  - Directions and procedures
  - Oral and written language
- 3b: Using Questioning and Discussion Techniques**
  - Quality of questions
  - Discussion techniques
  - Student participation
- 3c: Engaging Students in Learning**
  - Representation of content
  - Activities and assignments
  - Grouping of students
  - Instructional materials and resources
  - Structure and pacing
- 3d: Providing Feedback to Students**
  - Quality: accurate, substantive, constructive and specific
  - Timeliness
- 3e: Demonstrating Flexibility and Responsiveness**
  - Lesson adjustment
  - Response to Students
  - Persistence



## COMPONENTS OF PROFESSIONAL PRACTICE

Teaching as a profession consists of a highly complex set of practices, which benefit from continued reflection and refinement. The components of professional practice reflect the research-based and validated components of teaching described in *Enhancing Professional Practice: A Framework for Teaching* by Charlotte Danielson (Association for Supervision and Curriculum Development 1996). They provide educators with a common language for talking about teaching and clear, concrete levels of performance for teachers to use in reflecting upon their work. The components of professional practice are based on the PRAXIS III: Classroom Performance Assessments criteria developed by Educational Testing Service and are aligned with the Interstate New Teacher Assessment and Support Consortium (INTASC) principles, the National Board for Professional Teaching Standards (NBPTS), and other standards for teachers.

The framework for teaching identifies 22 critical components of teaching. These components have been documented through empirical studies and theoretical research as promoting improved student learning. Although the framework is not the only possible approach to defining good teaching, the components seek to define what teachers should know and be able to do in the exercise of their profession.

The 22 critical components of professional practice are organized into four general domains: Planning and Preparation, The Classroom Environment, Instruction, and Professional Responsibilities. Each of the four domains of the framework refers to a distinct aspect of teaching. To some degree, the components within each domain form a coherent body of knowledge and skill, which can be the subject of focus independent of the other domains. There are also many points of connection across domains.

Domain 1 concerns Planning and Preparation. This includes knowing one's content, knowing one's students, knowing the resources available for teaching, selecting appropriate goals, designing instruction, and assessing student learning. Domain 2 concerns the Classroom Environment, and includes interpersonal relationships among the students and with the teacher, classroom routines and procedures, management of student behavior, and the use of physical space. Domain 3 addresses Instruction, and includes communicating clearly, using questioning and discussion skills, engaging students in learning, providing feedback to students, and responding to classroom events. Lastly, Domain 4 addresses Professional Responsibilities, and includes a teacher's skill in reflecting on teaching, communicating with families, attending to one's own professional growth, and contributing to the school and district.

Domains 2 and 3 describe those aspects of teaching that occur in the classroom, and may therefore be observed in a classroom observation. Domains 1 and 4, on the other hand, describe aspects of teaching that happen either before or after the encounter with students. Some people find it helpful to think of this distinction as one of "on stage" and "off stage." Domains 2 and 3 are "on stage," while Domains 1 and 4 are "off stage," behind the scenes.

Educators in many settings have found the framework for teaching useful in structuring their efforts. Colleges of education use it to organize their courses and supervise their student teachers. School districts use it to plan mentoring and professional activities and to review their approaches to teacher evaluation. Individual teachers use it to reflect on their practice and to prepare for National Board certification.

# **APPENDIX**

## **B**

Teacher \_\_\_\_\_ Observer \_\_\_\_\_

Grade Level(s) \_\_\_\_\_ Subject(s) \_\_\_\_\_ Date \_\_\_\_\_

**DIRECTIONS:** With the teacher, examine all the evidence generated by the lesson.

Look jointly at the Level of Performance form by component for each domain.

Come to an agreement on the level of performance demonstrated by the teacher.

Highlight or circle the relevant part(s) of the statements. Together, review the component summaries and develop suggestions for future practice.



# DOMAIN I: PLANNING AND PREPARATION

COMPONENT	LEVEL OF PERFORMANCE			
	UNSATISFACTORY	BASIC	PROFICIENT	DISTINGUISHED
<b>Ia: Demonstrating Knowledge of Content and Pedagogy</b>	Teacher displays little understanding of the subject or structure of the discipline, or of content-related pedagogy.	Teacher's content and pedagogical knowledge represents basic understanding but does not extend to connections with other disciplines or to possible student misconceptions.	Teacher demonstrates solid understanding of the content and its prerequisite relationships and connections with other disciplines. Teacher's instructional practices reflect current pedagogical knowledge.	Teacher's knowledge of the content and pedagogy are extensive, showing evidence of a continuing search for improved practice. Teacher actively builds on knowledge of prerequisites and misconceptions when describing instruction or seeking causes for student misunderstanding.
<b>Ib: Demonstrating Knowledge of Students</b>	Teacher makes little or no attempt to acquire knowledge of students' backgrounds, skills, or interests, and does not use such information in planning.	Teacher demonstrates partial knowledge of students' backgrounds, skills, and interests, and attempts to use this knowledge in planning for the class as a whole.	Teacher demonstrates thorough knowledge of students' backgrounds, skills, and interests, and uses this knowledge to plan for groups of students.	Teacher demonstrates thorough knowledge of students' backgrounds, skills, and interests, and uses this knowledge to plan for individual student learning.
<b>Ic: Selecting Instructional Goals</b>	Teacher's goals represent trivial learning, are unsuitable for students, or are stated only as instructional activities, and they do not permit viable methods of assessment.	Teacher's goals are of moderate value or suitability for students in the class, consisting of a combination of goals and activities, some of which permit viable methods of assessment.	Teacher's goals represent valuable learning and are suitable for most students in the class; they reflect opportunities for integration and permit viable methods of assessment.	Teacher's goals reflect high-level learning relating to curriculum frameworks and standards; they are adapted, where necessary, to the needs of individual students, and permit viable methods of assessment.
<b>Id: Demonstrating Knowledge of Resources</b>	Teacher is unaware of school or district resources available either for teaching or for students who need them.	Teacher displays limited knowledge of school or district resources available either for teaching or for students who need them.	Teacher is fully aware of school and district resources available for teaching, and knows how to gain access to school and district resources for students who need them.	Teacher seeks out resources for teaching in professional organizations and in the community, and is aware of resources available for students who need them, in the school, the district, and the larger community.
<b>Ie: Designing Coherent Instruction</b>	The various elements of the instructional design do not support the stated instructional goals or engage students in meaningful learning, and the lesson or unit has no defined structure.	Some of the elements of the instructional design support the stated instructional goals and engage students in meaningful learning, while others do not. Teacher's lesson or unit has a recognizable structure.	Most of the elements of the instructional design support the stated instructional goals and engage students in meaningful learning, and the lesson or unit has a clearly defined structure.	All of the elements of the instructional design support the stated instructional goals, engage students in meaningful learning, and show evidence of student input. Teacher's lesson or unit is highly coherent and has a clear structure.
<b>If: Assessing Student Learning</b>	Teacher's approach to assessing student learning contains no clear criteria or standards, and lacks congruence with the instructional goals. Teacher has no plans to use assessment results in designing future instruction.	Teacher's plan for student assessment is partially aligned with the instructional goals and includes criteria and standards that are not entirely clear or understood by students. Teacher uses the assessment to plan for future instruction for the class as a whole.	Teacher's plan for student assessment is aligned with the instructional goals at least nominally, with clear assessment criteria and standards that have been communicated to students. Teacher uses the assessment to plan for groups of students or individuals.	Teacher's plan for student assessment is fully aligned with the instructional goals, containing clear assessment criteria and standards that are not only understood by students but also show evidence of student participation in their development. Teacher's students monitor their own progress in achieving the goals.

**PATHWISE** FEEDBACK FORM

**PLANNING AND PREPARATION** (Check all components where evidence was found.)

\_\_\_ Demonstrating knowledge of content and pedagogy

\_\_\_ Demonstrating knowledge of students

\_\_\_ Selecting instructional goals

\_\_\_ Demonstrating knowledge of resources

\_\_\_ Designing coherent instruction

\_\_\_ Assessing student learning

**SUMMARY**

**SUGGESTIONS FOR FUTURE PRACTICE**





## DOMAIN 2: THE CLASSROOM ENVIRONMENT

COMPONENT	LEVEL OF PERFORMANCE			
	UNSATISFACTORY	BASIC	PROFICIENT	DISTINGUISHED
<b>2a: Creating an Environment of Respect and Rapport</b>	Classroom interactions, both between the teacher and students and among students, are negative or inappropriate and characterized by sarcasm, put-downs, or conflict.	Classroom interactions are generally appropriate and free from conflict but may be characterized by occasional displays of insensitivity.	Classroom interactions reflect general warmth and caring, and are respectful of the cultural and developmental differences among groups of students.	Classroom interactions are highly respectful, reflecting genuine warmth and caring toward individuals. Students themselves ensure maintenance of high levels of civility among members of the class.
<b>2b: Establishing a Culture for Learning</b>	The classroom does not represent a culture for learning and is characterized by low teacher commitment to the subject, low expectations for student achievement, and little student pride in work.	The classroom environment reflects only a minimal culture for learning, with only modest or inconsistent expectations for student achievement, little teacher commitment to the subject, and little student pride in work. Both teacher and students are performing at the minimal level to "get by."	The classroom environment represents a genuine culture for learning, with commitment to the subject on the part of both teacher and students, high expectations for student achievement, and student pride in work.	Students assume much of the responsibility for establishing a culture for learning in the classroom by taking pride in their work, initiating improvements to their products, and holding the work to the highest standard. Teacher demonstrates a passionate commitment to the subject.
<b>2c: Managing Classroom Procedures</b>	Classroom routines and procedures are either nonexistent or inefficient, resulting in the loss of much instruction time.	Classroom routines and procedures have been established but function unevenly or inconsistently, with some loss of instruction time.	Classroom routines and procedures have been established and function smoothly for the most part, with little loss of instruction time.	Classroom routines and procedures are seamless in their operation, and students assume considerable responsibility for their smooth functioning.
<b>2d: Managing Student Behavior</b>	Student behavior is poor, with no clear expectations, no monitoring of student behavior, and inappropriate response to student misbehavior.	Teacher makes an effort to establish standards of conduct for students, monitor student behavior, and respond to student misbehavior, but these efforts are not always successful.	Teacher is aware of student behavior, has established clear standards of conduct, and responds to student misbehavior in ways that are appropriate and respectful of the students.	Student behavior is entirely appropriate, with evidence of student participation in setting expectations and monitoring behavior. Teacher's monitoring of student behavior is subtle and preventive, and teacher's response to student misbehavior is sensitive to individual student needs.
<b>2e: Organizing Physical Space</b>	Teacher makes poor use of the physical environment, resulting in unsafe or inaccessible conditions for some students or a serious mismatch between the furniture arrangement and the lesson activities.	Teacher's classroom is safe, and essential learning is accessible to all students, but the furniture arrangement only partially supports the learning activities.	Teacher's classroom is safe, and learning is accessible to all students; teacher uses physical resources well and ensures that the arrangement of furniture supports the learning activities.	Teacher's classroom is safe, and students contribute to ensuring that the physical environment supports the learning of all students.

**THE CLASSROOM ENVIRONMENT** (Check all components where evidence was found.)

\_\_\_\_\_ Creating an environment of respect and rapport

\_\_\_\_\_ Managing student behavior

\_\_\_\_\_ Establishing a culture for learning

\_\_\_\_\_ Organizing physical space

\_\_\_\_\_ Managing classroom procedures

**SUMMARY**

**SUGGESTIONS FOR FUTURE PRACTICE**



## DOMAIN 3: INSTRUCTION

COMPONENT	LEVEL OF PERFORMANCE			
	UNSATISFACTORY	BASIC	PROFICIENT	DISTINGUISHED
<b>3a: Communicating Clearly and Accurately</b>	Teacher's oral and written communication contains errors or is unclear or inappropriate to students.	Teacher's oral and written communication contains no errors, but may not be completely appropriate or may require further explanations to avoid confusion.	Teacher communicates clearly and accurately to students, both orally and in writing.	Teacher's oral and written communication is clear and expressive, anticipating possible student misconceptions.
<b>3b: Using Questioning and Discussion Techniques</b>	Teacher makes poor use of questioning and discussion techniques, with low-level questions, limited student participation, and little true discussion.	Teacher's use of questioning and discussion techniques is uneven, with some high-level questions, attempts at true discussion, and moderate student participation.	Teacher's use of questioning and discussion techniques reflects high-level questions, true discussion, and full participation by all students.	Students formulate many of the high-level questions and assume responsibility for the participation of all students in the discussion.
<b>3c: Engaging Students in Learning</b>	Students are not at all intellectually engaged in significant learning, as a result of inappropriate activities or materials, poor representations of content, or lack of lesson structure.	Students are intellectually engaged only partially, resulting from activities or materials of uneven quality, inconsistent representations of content, or uneven structure or pacing.	Students are intellectually engaged throughout the lesson, with appropriate activities and materials, instructive representations of content, and suitable structure and pacing of the lesson.	Students are highly engaged throughout the lesson and make material contributions to the representation of content, the activities, and the materials. The structure and pacing of the lesson allow for student reflection and closure.
<b>3d: Providing Feedback to Students</b>	Teacher's feedback to students is of poor quality and is not given in a timely manner.	Teacher's feedback to students is uneven, and its timeliness is inconsistent.	Teacher's feedback to students is timely and of consistently high quality.	Teacher's feedback to students is timely and of consistently high quality, and students make use of the feedback in their learning.
<b>3e: Demonstrating Flexibility and Responsiveness</b>	Teacher adheres to the instruction plan in spite of evidence of poor student understanding or students' lack of interest, and fails to respond to students' questions; teacher assumes no responsibility for students' failure to understand.	Teacher demonstrates moderate flexibility and responsiveness to students' needs and interests during a lesson, and seeks to ensure the success of all students.	Teacher seeks ways to ensure successful learning for all students, making adjustments as needed to instruction plans and responding to student interests and questions.	Teacher is highly responsive to students' interests and questions, making major lesson adjustments if necessary, and persists in ensuring the success of all students.

# **PATHWISE** FEEDBACK FORM

**INSTRUCTION** (Check all components where evidence was found.)

- Communicating clearly and accurately
- Using questioning and discussion techniques
- Engaging students in learning
- Providing feedback to students
- Demonstrating flexibility and responsiveness

**SUMMARY**

**SUGGESTIONS FOR FUTURE PRACTICE**



**DOMAIN 4: PROFESSIONAL RESPONSIBILITIES**

COMPONENT	LEVEL OF PERFORMANCE			
	UNSATISFACTORY	BASIC	PROFICIENT	DISTINGUISHED
<b>4a: Reflecting on Teaching</b>	Teacher does not reflect accurately on the lesson or propose ideas as to how it might be improved.	Teacher's reflection on the lesson is generally accurate, and teacher makes global suggestions as to how it might be improved.	Teacher reflects accurately on the lesson, citing general characteristics and makes some specific suggestions about how it might be improved.	Teacher's reflection on the lesson is highly accurate and perceptive, citing specific examples. Teacher draws on an extensive repertoire to suggest alternative strategies.
<b>4b: Maintaining Accurate Records</b>	Teacher has no system for maintaining accurate records, resulting in errors and confusion.	Teacher's system for maintaining accurate records is rudimentary and only partially effective.	Teacher's system for maintaining accurate records is efficient and effective.	Teacher's system for maintaining accurate records is efficient and effective, and students contribute to its maintenance.
<b>4c: Communicating with Families</b>	Teacher provides little or no information to families and makes no attempt to engage them in the instruction program.	Teacher complies with school procedures for communicating with families and makes an effort to engage families in the instruction program.	Teacher communicates frequently with families and successfully engages them in the instruction program.	Teacher communicates frequently and sensitively with families and successfully engages them in the instruction program; students participate in communicating with families.
<b>4d: Contributing to the School and District</b>	Teacher's relationships with colleagues are negative or self-serving, and teacher avoids being involved in school and district projects.	Teacher's relationships with colleagues are cordial, and teacher participates in school and district events and projects when specifically requested.	Teacher participates actively in school and district projects, and maintains positive relationships with colleagues.	Teacher makes a substantial contribution to school and district events and projects, assuming leadership with colleagues.
<b>4e: Growing and Developing Professionally</b>	Teacher does not participate in professional development activities, even when such activities are clearly needed for the development of teaching skills.	Teacher's participation in professional development activities is limited to those that are convenient.	Teacher participates actively in professional development activities and contributes to the profession.	Teacher makes a substantial contribution to the profession through such activities as action research and mentoring new teachers, and actively pursues professional development.
<b>4f: Showing Professionalism</b>	Teacher's sense of professionalism is low, and teacher contributes to practices that are self-serving or harmful to students.	Teacher's attempts to serve students based on the best information are genuine but inconsistent.	Teacher makes genuine and successful efforts to ensure that all students are well served by the school.	Teacher assumes a leadership position in ensuring that school practices and procedures ensure that all students, particularly those traditionally underserved, are honored in the school.

**SUMMARY/SUGGESTIONS**



## Appendix C

### CRITERIA AND SCORING RUBRICS FOR TEACHING ASSISTANTS

#### Domain 1: PLANNING AND PREPARATION

While this is not typically the responsibility of the teaching assistant, this space is available for any possible notations of teaching assistant involvement in planning or preparation for the lesson observed.

#### Domain 2: THE CLASSROOM ENVIRONMENT

COMPONENT	LEVEL OF PERFORMANCE		
	UNSATISFACTORY	PROFICIENT	DISTINGUISHED
2a: Creating an Environment of Respect and Rapport	Classroom interactions, both between the teaching assistant and the students and among students, are negative and/or inappropriate, and characterized by sarcasm, put-downs or conflict.	Classroom interactions reflect general warmth and caring, and are respectful of the cultural and developmental differences among groups of students.	Classroom interactions are highly respectful, reflecting genuine warmth and caring toward individuals.
2b: Establishing a Culture for Learning	Teaching assistant does not display commitment to learning or subject matter, and exhibits low expectations for student achievement.	The classroom environment represents a genuine culture for learning, with commitment to the subject on the part of both teacher and students and high expectations for student achievement.	Teaching assistant demonstrates and expresses enthusiasm and commitment to subject matter and student learning.
2c: Managing Classroom Procedures	Teaching assistant fails to take initiative in performing routine classroom procedures.	Teaching assistant responds to routine needs in classroom management and procedures without prompting from teacher.	Teaching assistant anticipates needs of teachers and students regarding routine and procedures, and initiates appropriate action.
2d: Managing Student Behavior	Teaching assistant does not express clear expectations for student behavior when appropriate. Neither monitors nor responds appropriately to student misbehavior.	Teaching assistant is aware of student behavior and supports established standards of conduct. Responds to student misbehavior in ways that are appropriate and respectful of the students.	Teaching assistant's monitoring of student behavior is subtle and preventive, and teaching assistant's response to student misbehavior is sensitive to individual student needs.

## CRITERIA AND SCORING RUBRICS FOR TEACHING ASSISTANTS

### Domain 3: INSTRUCTION

COMPONENT	LEVEL OF PERFORMANCE		
	UNSATISFACTORY	PROFICIENT	DISTINGUISHED
3a: Communicating Clearly and Accurately	Oral and written communication is of a low-level and may contain errors, or is confusing or inappropriate.	Communicates clearly and appropriately, both orally and in writing.	Oral and written communication is clear, appropriate and expressive, anticipating possible student misconceptions.
3b. Demonstrating Flexibility and Responsiveness	Demonstrates limited flexibility and responsiveness to students' needs and interests. Assumes little responsibility for students' failure to understand.	Seeks to ensure successful learning, responding to student interests and questions.	Highly responsive to students' interests and questions and persists in ensuring success for students.

### Domain 4: PROFESSIONAL RESPONSIBILITIES

To be addressed in post-conference.

- A. Reflecting on professional practices.
- B. Maintaining records.
- C. Communicating with teaching/Agency staff.
- D. Contributing to School and District.
- E. Growing and developing professionally.
- F. Showing professionalism.

**APPENDIX D**

**PROFESSIONAL DEVELOPMENT PROPOSAL  
FOR  
PROFESSIONAL STUDENT SERVICES STAFF, TENURED TEACHERS, AND  
TENURED TEACHING ASSISTANTS**

<b>Date:</b>
<b>Name(s) and job title(s) submitting form:</b>
<b>Which Professional Development Option have you selected?</b>
<b>Describe your proposal. Include as much detail as possible (e.g. possible books, articles, workshops, interviews, etc. which might serve as resources). Estimate the dates on which you will write reflections on your progress.</b>
<b>Date of Planning Conference:</b>
<b>Suggestions/Amendments to plan as a result of Planning Conference:</b>

\_\_\_\_\_  
Signature of Teacher(s)                      Date

\_\_\_\_\_  
Signature of Administrator                      Date



**APPENDIX E**

**FINAL EVALUATION OF  
PROFESSIONAL DEVELOPMENT PROJECT**

**SELF-EVALUATION**

**Date:**

**Person submitting this report:**

**Other participants (if any) in project:**

**Describe the major activities of the project. Include references used, successes and failures and lessons learned:**

ADMINISTRATOR'S EVALUATION SUMMARY

Date of Post-Conference:

Teacher/Teaching Assistant should bring copies of informational documents, logs of activities, reflective journal entries, lesson plans, workshop description, etc.

[Empty box for notes or observations]

\_\_\_\_\_  
Signature of Teacher/Teaching Assistant      Date

\_\_\_\_\_  
Signature of Administrator      Date

*Signature indicates only that teacher/teaching assistant has read Administrator's Summary; s/he may not necessarily be in agreement.*

**Additional Teacher/Teaching Assistant Comments:**

[Empty box for additional comments]

Schedule A  
2001-2002 TEACHER SALARY SCHEDULE  
BACHELOR'S LEVEL

LEVEL	BACHELORS	B+6	B+12	B+18	B+24	B+30
1	31,273	31,543	31,813	32,083	32,352	32,620
2	31,773	32,043	32,313	32,583	32,852	33,120
3	32,298	32,568	32,838	33,108	33,377	33,646
4	33,683	33,953	34,221	34,491	34,760	35,030
5	35,064	35,334	35,604	35,872	36,142	36,412
6	36,447	36,717	36,987	37,257	37,527	37,795
7	37,829	38,099	38,368	38,638	38,908	39,178
8	39,213	39,483	39,751	40,021	40,291	40,561
9	40,595	40,865	41,134	41,403	41,673	41,942
10	41,978	42,248	42,518	42,787	43,057	43,325
11	43,361	43,629	43,899	44,169	44,439	44,708
12	44,742	45,012	45,280	45,550	45,820	46,090
13	46,125	46,395	46,665	46,935	47,203	47,473
14	47,507	47,777	48,047	48,316	48,586	48,854
15	48,892	49,160	49,430	49,699	49,969	50,239
16	50,273	51,543	50,813	51,081	51,351	51,620
17	51,656	51,926	52,196	52,466	52,734	53,004
18	53,037	53,307	53,577	53,847	54,117	54,387
19	54,422	54,692	54,960	55,230	55,500	55,770
20	55,804	56,073	56,343	56,611	56,881	57,151
21	57,187	57,456	57,726	57,996	58,266	58,534
22	58,570	58,838	59,108	59,378	59,647	59,917
Longevity	1,885	1,885	1,885	1,885	1,885	1,885
Year 25+	1,350	1,350	1,350	1,350	1,350	1,350

Schedule B  
2001-2002 TEACHER SALARY SCHEDULE  
MASTER'S LEVEL

LEVEL	MASTERS	M+6	M+12	M+18	M+24	M+30
1	31,859	32,116	32,373	32,630	32,885	33,142
2	33,452	33,722	33,992	34,261	34,530	34,799
3	33,977	34,247	34,517	34,786	35,055	35,324
4	35,358	35,628	35,898	36,168	36,438	36,706
5	36,743	37,011	37,281	37,551	37,821	38,090
6	38,124	38,394	38,662	38,932	39,202	39,472
7	39,506	39,776	40,045	40,315	40,584	40,853
8	40,889	41,159	41,429	41,698	41,968	42,236
9	42,272	42,540	42,810	43,080	43,350	43,619
10	43,655	43,925	44,195	44,463	44,733	45,003
11	45,036	45,306	45,576	45,846	46,114	46,384
12	46,421	46,689	46,959	47,229	47,499	47,769
13	47,803	48,072	48,341	48,610	48,880	49,150
14	49,186	49,455	49,725	49,995	50,263	50,533
15	50,567	50,837	51,107	51,377	51,646	51,915
16	51,952	52,220	52,490	52,760	53,029	53,299
17	53,333	53,603	53,871	54,141	54,411	54,681
18	54,715	54,984	55,254	55,524	55,792	56,062
19	56,098	56,367	56,637	56,907	57,177	57,445
20	57,481	57,749	58,019	58,289	58,558	58,828
21	58,864	59,134	59,403	59,672	59,941	60,211
22	60,245	60,515	60,785	61,055	61,323	61,593
Longevity	1,885	1,885	1,885	1,885	1,885	1,885
Year 25+	1,350	1,350	1,350	1,350	1,350	1,350

Schedule C  
2002-2003 TEACHER SALARY SCHEDULE  
BACHELOR'S LEVEL

LEVEL	BACHELORS	B+6	B+12	B+18	B+24	B+30
1	32,024	32,305	32,585	32,866	33,146	33,425
2	32,524	32,805	33,085	33,366	33,646	33,925
3	33,044	33,325	33,605	33,886	34,166	34,445
4	33,590	33,871	34,151	34,432	34,713	34,991
5	35,030	35,311	35,590	35,870	36,151	36,432
6	36,467	36,747	37,028	37,307	37,588	37,868
7	37,905	38,186	38,466	38,747	39,028	39,307
8	39,342	39,623	39,903	40,184	40,464	40,745
9	40,782	41,063	41,341	41,622	41,903	42,183
10	42,219	42,499	42,780	43,059	43,339	43,620
11	43,657	43,938	44,218	44,499	44,779	45,058
12	45,095	45,374	45,655	45,936	46,216	46,497
13	46,532	46,813	47,092	47,372	47,653	47,933
14	47,970	48,251	48,532	48,812	49,091	49,372
15	49,407	49,688	49,968	50,249	50,530	50,809
16	50,847	51,126	51,407	51,687	51,968	52,249
17	52,284	52,565	52,845	53,124	53,405	53,685
18	53,722	54,003	54,284	54,564	54,843	55,124
19	55,159	55,440	55,720	56,001	56,281	56,562
20	56,599	56,880	57,159	57,439	57,720	58,000
21	58,036	58,316	58,597	58,876	59,157	59,437
22	59,474	59,755	60,035	60,316	60,597	60,875
Longevity	2,750	2,750	2,750	2,750	2,750	2,750
Year 25+	1,700	1,700	1,700	1,700	1,700	1,700

Schedule D  
2002-2003 TEACHER SALARY SCHEDULE  
MASTER'S LEVEL

LEVEL	MASTERS	M+6	M+12	M+18	M+24	M+30
1	32,633	32,901	33,168	33,435	33,701	33,968
2	33,133	33,401	33,668	33,935	34,201	34,468
3	34,790	35,071	35,351	35,632	35,911	36,191
4	35,336	35,617	35,897	36,178	36,457	36,737
5	36,773	37,053	37,334	37,614	37,895	38,174
6	38,213	38,492	38,772	39,053	39,333	39,614
7	39,649	39,930	40,209	40,490	40,770	41,051
8	41,086	41,367	41,647	41,928	42,207	42,487
9	42,524	42,805	43,086	43,366	43,647	43,926
10	43,963	44,242	44,522	44,803	45,084	45,364
11	45,401	45,682	45,962	46,241	46,522	46,803
12	46,838	47,119	47,399	47,680	47,959	48,239
13	48,278	48,557	48,838	49,118	49,399	49,679
14	49,715	49,995	50,274	50,555	50,835	51,116
15	51,153	51,434	51,714	51,995	52,274	52,554
16	52,590	52,870	53,151	53,432	53,712	53,991
17	54,030	54,309	54,589	54,870	55,151	55,431
18	55,466	55,744	56,026	56,307	56,587	56,868
19	56,903	57,184	57,464	57,745	58,024	58,305
20	58,342	58,622	58,903	59,183	59,464	59,743
21	59,780	60,059	60,339	60,620	60,901	61,181
22	61,218	61,499	61,780	62,058	62,339	62,620
Longevity	2,750	2,750	2,750	2,750	2,750	2,750
Year 25+	1,700	1,700	1,700	1,700	1,700	1,700

Schedule E  
2003-2004 TEACHER SALARY SCHEDULE  
BACHELOR'S LEVEL

LEVEL	BACHELORS	B+6	B+12	B+18	B+24	B+30
1	32,696	32,983	33,269	33,556	33,843	34,127
2	33,305	33,597	33,889	34,180	34,472	34,762
3	33,825	34,117	34,409	34,700	34,992	35,282
4	34,366	34,658	34,949	35,241	35,533	35,823
5	34,934	35,226	35,517	35,809	36,101	36,391
6	36,431	36,723	37,013	37,305	37,597	37,889
7	37,925	38,217	38,509	38,799	39,091	39,383
8	39,421	39,713	40,005	40,297	40,589	40,879
9	40,916	41,207	41,499	41,791	42,083	42,375
10	42,413	42,705	42,995	43,287	43,579	43,871
11	43,907	44,199	44,491	44,781	45,073	45,365
12	45,403	45,695	45,987	46,279	46,571	46,861
13	46,899	47,189	47,481	47,773	48,065	48,357
14	48,393	48,685	48,975	49,267	49,559	49,851
15	49,889	50,181	50,473	50,765	51,055	51,347
16	51,383	51,675	51,967	52,259	52,551	52,841
17	52,881	53,171	53,463	53,755	54,047	54,339
18	54,375	54,667	54,959	55,249	55,541	55,833
19	55,871	56,163	56,455	56,747	57,037	57,329
20	57,365	57,657	57,949	58,241	58,533	58,825
21	58,863	59,155	59,445	59,737	60,029	60,320
22	60,357	60,649	60,941	61,231	61,523	61,815
Longevity	3,685	3,685	3,685	3,685	3,685	3,685
Year 25+	1,775	1,775	1,775	1,775	1,775	1,775

Schedule F  
2003-2004 TEACHER SALARY SCHEDULE  
MASTER'S LEVEL

LEVEL	MASTERS	M+6	M+12	M+18	M+24	M+30
1	33,319	33,591	33,864	34,137	34,408	34,681
2	33,939	34,217	34,495	34,772	35,049	35,327
3	34,459	34,737	35,015	35,292	35,569	35,847
4	36,182	36,473	36,765	37,057	37,347	37,639
5	36,749	37,041	37,333	37,625	37,915	38,207
6	38,244	38,535	38,827	39,119	39,411	39,701
7	39,741	40,031	40,323	40,615	40,907	41,199
8	41,235	41,527	41,817	42,109	42,401	42,693
9	42,730	43,021	43,313	43,605	43,895	44,187
10	44,225	44,517	44,809	45,101	45,393	45,683
11	45,721	46,011	46,303	46,595	46,887	47,179
12	47,217	47,509	47,801	48,091	48,383	48,675
13	48,711	49,003	49,295	49,587	49,877	50,169
14	50,209	50,499	50,791	51,083	51,375	51,667
15	51,704	51,995	52,285	52,577	52,869	53,161
16	53,199	53,491	53,783	54,075	54,365	54,657
17	54,693	54,985	55,277	55,569	55,861	56,151
18	56,191	56,481	56,773	57,065	57,357	57,648
19	57,685	57,977	58,267	58,559	58,851	59,143
20	59,179	59,471	59,763	60,055	60,345	60,637
21	60,675	60,967	61,259	61,551	61,843	62,133
22	62,171	62,461	62,753	63,045	63,337	63,629
Longevity	3,685	3,685	3,685	3,685	3,685	3,685
Year 25+	1,775	1,775	1,775	1,775	1,775	1,775

Schedule G  
BERKSHIRE UNION FREE SCHOOL DISTRICT  
TEACHING ASSISTANTS SALARY SCHEDULE  
10 MONTHS

Teaching Assistants

Step	2001-02
1	16,221
2	16,568
3	16,916
4	17,264
5	17,611
6	17,960
7	18,307
8	18,654
9	19,003
10	19,350
11	19,699
12	20,046
13	20,393
14	20,742
15	21,089
16	21,437
17	21,785
18	22,132
19	22,480
Longevity:	500

Schedule H  
BERKSHIRE UNION FREE SCHOOL DISTRICT  
TEACHING ASSISTANTS SALARY SCHEDULE  
10 MONTHS

Teaching Assistants

Step	2002-03
1	16,566
2	16,921
3	17,277
4	17,632
5	17,986
6	18,342
7	18,697
8	19,052
9	19,408
10	19,762
11	20,118
12	20,473
13	20,828
14	21,184
15	21,538
16	21,893
17	22,249
18	22,604
19	22,959
Longevity:	500

Schedule I  
BERKSHIRE UNION FREE SCHOOL DISTRICT  
TEACHING ASSISTANTS SALARY SCHEDULE  
10 MONTHS

Teaching Assistants

Step	2003-04
1	16,941
2	17,303
3	17,667
4	18,030
5	18,393
6	18,757
7	19,119
8	19,482
9	19,846
10	20,209
11	20,573
12	20,936
13	21,298
14	21,662
15	22,025
16	22,388
17	22,752
18	23,115
19	23,444
Longevity:	500



Berkshire Union Free School District  
Canaan NY 12029

SCHEDULE J

COACHING POSITION STIPENDS

Stipends will remain constant for duration of the contract.

(July 1, 2001 - June 30, 2004)

<b>Position</b>	<b>Stipend Amount</b>
Varsity Basketball Coach	\$3,200
Varsity Basketball Assistant Coach	2,400
JV Basketball Coach	2,600
JV Basketball Assistant Coach	1,950
Modified Basketball Coach	1,500
Modified Basketball Assistant Coach	1,125
Cross Country Coach	2,000
Cross Country Assistant Coach	1,500
Varsity Baseball Coach	2,200
Varsity Baseball Assistant Coach	1,650
Varsity Football Assistant Coach	2,250
Track and Field Coach	2,200
Track and Field Assistant Coach	1,650
Varsity Volleyball Coach	1,800
Varsity Volleyball Assistant Coach	1,350
Modified Soccer Coach	1,200
Modified Soccer Assistant Coach	900

\*Requirements for all coach and assistant coach positions:

- CPR and First Aid Training
- Coaching Certificate (completed or in process)
- Driver's License

