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

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DISTRICT MISSION: TO EMPOWER ALL STUDENTS TO EXCEL AS CITIZENS IN A CHANGING WORLD

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Central Square Central School  
District And Central Square Teachers  
Assn

**CONTRACTUAL AGREEMENT**

between the

**SUPERINTENDENT OF SCHOOLS**

of the

**CENTRAL SQUARE SCHOOL DISTRICT**

and the

**CENTRAL SQUARE TEACHERS ASSOCIATION**

Effective

July 1, 1998 through June 30, 2002

NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD  
RECEIVED

AUG 26 1999

EXECUTIVE DIRECTOR

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## TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE</u>
PREAMBLE.....	4
1 RECOGNITION.....	4
2 PROCEDURES FOR CONDUCTING NEGOTIATIONS.....	5
3 PAYROLL DEDUCTIONS.....	6
4 MANAGEMENT RIGHTS.....	7
5 ASSOCIATION AND TEACHER RIGHTS.....	8
6 TEACHING CONDITIONS.....	9
7 TEACHING HOURS AND CLASS LOAD.....	11
8 TEACHER PROTECTION AND STUDENT DISCIPLINE.....	16
9 ACADEMIC FREEDOM.....	17
10 PROFESSIONAL PERFORMANCE REVIEW.....	17
11 PROFESSIONAL DEVELOPMENT.....	18
12 SCHOOL CALENDAR.....	18
13 TESTING PROGRAMS.....	20
14 REQUISITIONS.....	20
15 SUBSTITUTE TEACHERS.....	21
16 STUDENT TEACHERS.....	21
17 STUDENT PROMOTION.....	21
18 SALARY AND PROFESSIONAL COMPENSATION.....	22
19 GUIDELINES FOR EXTRA DUTY/EXTRA PAY.....	24
20 INSURANCE PROTECTION.....	36

<u>ARTICLE</u>	<u>PAGE</u>
21 TEMPORARYLEAVES.....	38
22 EXTENDED LEAVES.....	39
23 SABBATICAL LEAVES.....	42
24 TEACHER EMPLOYMENT, VACANCIES AND TRANSFERS....	43
25 GRIEVANCE PROCEDURE.....	45
26 SICK LEAVE BANK.....	48
27 TERMINATION AWARD.....	51
28 TEACHER ON SPECIAL ASSIGNMENT.....	52
29 MISCELLANEOUS PROVISION.....	53
30 BLOCK SCHEDULING.....	54
31 DISTANCE LEARNING .....	55
32 IMPLEMENTATION AND AMENDMENT.....	61
33 COMPLIANCE WITH THE LAWS OF 1969 - AGREEMENTS BETWEEN PUBLIC EMPLOYERS AND EMPLOYEE ORGANIZATIONS, SECTION 204(A) TAYLOR LAW.....	61
APPENDIX "A" Memorandum of Understanding.....	62
APPENDIX "B" Employment of Half-Time Teachers.....	64
APPENDIX "C" Saturday Suspension Program.....	65
APPENDIX "D" Extended Day Program.....	66
APPENDIX "E" Professional Performance Review.....	67

## PREAMBLE

**WHEREAS**, the Superintendent of the Central Square Central School District is required by law to negotiate with the Central Square Teachers Association on salaries, wages, hours and other terms and conditions of employment of teachers, therefore the parties, through negotiations in good faith, have reached agreement on all such matters and desire to execute this contract covering such agreement.

## ARTICLE 1 RECOGNITION

A. The Superintendent, having determined that the Central Square Teachers Association is supported by a majority of Teachers in a unit composed of all certified personnel, with the exception of the Chief School Administrator, Assistant Superintendents, Administrative Assistants, Business Administrator, Building Principals, Assistant Building Principals, Administrative Interns, Coordinators, Directors, Department Heads, Teaching Assistants, per diem substitute teachers, and long term substitutes teachers whose employment is anticipated to be ninety (90) school days or less, hereby recognizes the Central Square Teachers Association as the exclusive negotiation agent for teachers in such unit. The Central Square Teachers Association shall be entitled to unchallenged representation status until seven (7) months prior to the expiration of this written agreement.

B. Nothing contained herein shall be construed to prevent any individual employee from (1) discussing any matter with the Superintendent, Board of Education, administrators, and/or Supervisors, or (2) processing a grievance in his/her own behalf in accordance with the grievance procedure.

C. Nothing contained herein shall be construed to deny to any employee his/her right, under Section 15 of the New York Civil Rights Law or under the State Education Law or under applicable Civil Service Laws and regulations, Section 15 of the New York Civil Service Law: "The right of a citizen to appeal to the Legislature or to any Public Officer, Board of Commission, etc. for redress or grievance shall not be denied on account of employment in the Civil Service or the State or any of its Civil divisions or Cities".

**ARTICLE 2**  
**PROCEDURES FOR CONDUCTION OF NEGOTIATIONS**

**A. Negotiation Teams**

The Superintendent and/or his/her designated representatives will meet with representatives designated by the Teachers Association for the purpose of discussion and reaching mutually satisfactory agreements. Either party may include at any meeting resource persons, within reasonable limits, after mutual notification.

**B. Opening Negotiations**

Upon request of either party for a meeting to open negotiations, a mutually acceptable meeting date shall be set not more than fifteen (15) days following such request. In any given school year, such request shall be made on or before the end of the first week of school in January. All issues proposed for discussion shall be submitted in writing by the Teachers Association to the Superintendent or his/her delegated representatives at the first meeting. The Superintendent shall submit in writing to the teacher representative all additional issues upon which he/she wishes to negotiate no later than the second meeting. The second meeting and all subsequent meetings shall be called at times mutually agreed upon by the parties.

**C. Negotiation Procedures**

The Superintendent and/or his/her representative(s) shall meet at such mutually agreed upon places and times with representatives of the Association for the purpose of effecting a free exchange of facts, opinions, proposals and counter proposals in an effort to reach mutual understanding and agreement. Both parties agree to conduct such negotiations in good faith and to deal openly and fairly with each other on all matters.

Following the initial meetings as described in paragraph B above, such additional meetings shall be held as the parties may require to reach an understanding on the issue(s) or until impasse is reached. Meetings shall not exceed three (3) hours except by mutual consent and shall be held at a time other than the regular school day.

**D. Exchange of Information**

Both parties shall furnish each other, upon reasonable request, all available public information pertinent to negotiations.

**E. Consultants**

The parties may call upon consultants to assist in preparing for negotiations and to advise them during conference sessions. The expense of such consultants shall be borne by the party requesting them.

**F. Reports**

The parties agree that, during the period of negotiations and prior to reaching an agreement to be submitted to the Board and the Association, the proceedings of the negotiations shall not be released to the press unless such release has the prior notification of both parties.

**G. Reaching an Agreement**

When consensus is reached covering all areas under discussion, the proposed agreement shall be reduced to writing by the Association.

**ARTICLE 3  
PAYROLL DEDUCTIONS**

A. 1. The Superintendent of Central Square Central School District agrees to deduct from the salaries of its employee's dues for the Central Square Teachers Association. Said teachers individually and voluntarily authorize the Superintendent to deduct and to transmit the monies promptly to the Central Square Teachers Association. Teacher authorization will be in writing.

2. The Superintendent agrees to deduct from the salary of each non-association member of the bargaining unit a representation compensation fee set by the Association and to forward same to the Association.

B. The Association named in Section A above will certify to the Superintendent in writing the current rate of its membership dues. If the Association changes the rate of its membership dues, it will give the Superintendent thirty (30) days notice prior to the effective date of such change.

C. Deductions will be made in the following manner: The total annual membership dues or representation compensation fee for the designated professional association, certified as mentioned above, will be deducted in twenty (20) equal installments, beginning with the first pay period in September. The employee may elect, in writing by September 30 to the Superintendent, that those dues or fees be deducted in ten (10) equal installments. The Association

will provide the Superintendent with a list and the original signed dues authorization cards of those employees who have voluntarily authorized the Superintendent to deduct dues for the Association by the Monday after the first teacher pay date in September.

D. Deductions may be authorized to a single credit union designated and/or operated by the Association, to the Bond-A-Month program and a Savings Plan at a single bank so designated by the Association. Additional authorizations submitted at least four (4) weeks prior to any regularly scheduled pay date will be honored and the deductions made. The Superintendent will transmit authorized deductions for Bond-A-Month plan to the Fleet Bank of Central Square, or its successor(s), and to the Savings Plan so designated. The Superintendent will transmit authorized deductions for the credit union to the Treasurer of the credit union designated and/or operated by the Association.

E. Deductions may be authorized for annuities selected by individual teachers. Such authorizations shall be made at the teacher orientation day in September. New authorizations submitted at least four (4) weeks prior to any regularly scheduled pay date will be honored and deductions made. These authorizations will remain in effect for the fiscal year. Changes in authorizations already on file may not be made during the fiscal year. Authorized deductions will be transmitted to authorized designees bi-weekly.

F. Deductions may be authorized for the NYSUT Benefit Trust and NYSUT VOTE-COPE.

G. The School District shall, at the earliest date the District's designated depository bank can so provide, provide for the direct deposit of a bargaining unit member's paycheck. The direct deposit must be authorized, in writing, by the employee prior to the commencement of the direct deposit. Further, the procedures and the banks or other financial institutions to which the direct deposit may be made shall be governed by the policies of the District's designated depository bank. The District shall advise all bargaining unit members as to when such procedure shall be implemented and the banks with whom the District's designated depository bank will have direct deposit.

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

A. The Association recognizes the exclusive right and authority of the District to manage its operation and conduct its business in the balanced best interests of students, employees, parents, taxpayers and general public. In the exercise of this right, and without interference, restriction or recourse to Binding



Arbitration in Article 25 by the Association or any employee, the District may, without limiting its rights, determine the following: size, number, location and design of buildings; class size, the operation of the cafeteria; busing procedures and requirements; maintenance procedures; whether or not to subcontract; the number of non-teaching duties of all non-teaching personnel; the number of teachers; the need for and the identity of new positions; to establish new, or to discontinue old, programs.

B. It is understood and agreed that all the rights, powers or authority the District had prior to the signing of this agreement are retained by the District, except those specifically abridged, deleted or modified by this agreement.

## ARTICLE 5

### ASSOCIATION AND TEACHER RIGHTS

A. The Association President has the right to call general or building meetings, and a building representative has the right to call a building meeting for teachers in his/her building, as long as it does not conflict with the scheduled school day or scheduled school activities of the building in which the meeting is held. The Principal of the school building, where that teachers' meeting is held, will provide an adequate room for such meeting. One day notice shall be given to the Building Principal, whenever practicable. The Association may use bulletin boards and inter-school mail for Association business.

B. The Superintendent will engage a substitute for and release without loss of pay any teacher to attend the State Teachers' Retirement Annual Delegates meeting and NYSUT Representative Assembly providing such teachers have been legally chosen by the membership. The Association shall bear the cost of substitutes for teachers attending NYSUT Representative Assembly as legally elected delegates, and the Board of Education shall bear the cost of substitutes for delegates attending State Teachers Retirement Annual Delegates meeting.

C. Teachers who are hired to a position which may be of a temporary nature shall be informed in writing of the temporary nature of such position.

D. A teacher who, while performing his/her duties on school property or while on an educational trip during the course of the teacher's working day, suffers a loss or damage of personal property, will be reimbursed for such loss, provided such action is not due to the teacher's own negligence, the negligence of another member of the bargaining unit, or contrary to District direction. When such loss occurs, a verified statement will be filed with the Business Office and the loss will be submitted to the employee's insurance company. The District shall be responsible for payment of any applicable deductible on the employee's

personal insurance; if the teacher does not have applicable insurance coverage, the District's liability shall be limited to \$50.00.

A loss of claim must be orally reported to the Building Administrator within the same day. A written explanation will be submitted as soon as possible thereafter. Personal property of the teacher which is brought to school for instructional or recreational purposes is the responsibility of the individual unless such property is covered by the burglary insurance policy of the school district.

E. Abolition of positions is covered under Section 2510 of the Education Law.

F. Where time permits, the District shall advise the Association in writing of any new construction program.

G. The District agrees to provide the Association nine (9) days to be used at the discretion of the Association. The Association President shall notify the Superintendent at least 48 hours in advance, whenever possible. These days are in addition to the time provided in Article 5, Section B.

## **ARTICLE 6**

### **TEACHING CONDITIONS**

A. It is agreed that public address announcements, if excessive, may be disruptive to the classroom. Accordingly, administrators will use restraint in the use of the public address system for announcements.

B. Regular building, grade level, team or department meetings may be scheduled on a weekly basis, unless canceled by the administrator, team leader or department head holding facilitation responsibilities for that group. A teacher will be required to attend no more than one meeting per week, after the first week of school, with the exception of an emergency situation (as determined by the Superintendent), i.e. one that materially affects the health or well-being of students or teachers. Notice of cancellation of such meetings shall be given at least one day in advance whenever possible.

C. Field trips will be encouraged. Two weeks notice will be sufficient. Field trips for secondary students will not be scheduled after the third Friday in May and field trips for elementary students will not be scheduled after the first week in June.

D. All special schedules should be worked out cooperatively with the Special Teachers by the Building Principal. Teachers will meet with the principals to

discuss internal building schedule problems. A copy of such schedules will be available for ready reference for all teachers.

E. Each elementary teacher will have at least ½ hour planning time per day in addition to lunch with the exception of days when there is a school emergency. These times are to be exclusive of students, although meetings with students may be held at the teacher's discretion. Building Principals will work out scheduling difficulties by October 1st. Whenever practicable, teachers who are involved in team teaching will have the team's planning and conference time scheduled at the same time during the school day.

F. Every Secondary Teacher will have a planning/conference period and a duty free lunch each day with the exception of days when there is a school emergency. These times are to be exclusive of students, although meetings with students may be held at the teacher's discretion.

G. Suitable and adequate rooms will be provided for each special class, whenever practicable.

H. Adequate teachers' rooms will be provided.

I. A minimum temperature of 68 degrees will be maintained in the individual buildings throughout the district between one-half hour before the start of the teacher day until 6:00 p.m., exclusive of Saturday, Sunday, or vacation time, whenever practicable.

J. Teachers normally will be notified of all assemblies at least one week in advance.

K. Teachers will be available to participate in two evening Open Houses and two other evenings where activities designed to improve parent and/or community awareness of school or district programs may be held. If a teacher serves in more than one building, such teacher will not be obligated to any more than four nights in any school year. Any such conflicts shall be resolved between the respective building principals. The events and dates will be determined by the site level committee at least one month before the event.

L. The transfer of elementary students (within the building) will be kept to an absolute minimum, and will be made by the Administrator only after receiving input from the parents and teachers.

## ARTICLE 7

### TEACHING HOURS AND CLASS LOAD

#### A. Teaching Hours

1. Teaching hours will vary from building to building but the teacher's normal work day will not exceed seven (7) hours of continuous employment. Prior to the start of the school day, a teacher who needs to depart from school after the end of the instructional day, but prior to the end of call of buses, will request such early departure from the building administrator who may grant such request consistent with the guidelines of the district philosophy and practice.

2. Consistent early departures such as, but not limited to, those required by course attendance and extra duty appointments, may be subject to make-up requirements. The parameters of this article will be determined by the committee in Article 7, Section A, Paragraph 3.

3. School Development and Improvement Support. The current Educational Enhancement Initiative (E.E.I.) program shall be retitled School Development and Improvement Support, (SDIS), reflecting its true focus which is activities intended to enhance student and school educational achievement. School Development and Improvement Plans (SDIP) shall be developed on a building basis with faculty, staff, administration, parents, etc., participating on the planning committees.

The Central Square Teachers Association supports the overall School Development and Improvement Support initiative. It is the CSTA's understanding, that through this School Development and Improvement Support initiative, each School Site-Based Team will develop an annual School Development and Improvement Plan with a focus on both the specific areas for further development and improvement of that school, and in the broader context, the K-12 districtwide initiatives. (i.e.: District Strategic Plan, Comprehensive District Education Plan, etc.)

The Superintendent will set the School Development and Improvement Plan format and will annually determine the approval of all School Development and Improvement Plans in advance of implementation.

The SDIP shall serve as a source of goals for SDIS activities with the focus of such activities being the educational development and performance of the District's students.

The annual School Development and Improvement Plan document for each school building shall be provided to each bargaining unit member in that school by November 15.

By December 1 of each year, each bargaining unit member will submit a School Development and Improvement Support Form to the school principal. The purpose of this SDIS form will be to notify the school principal of the activities he/she initially intends to perform in support of the school's SDIP and in satisfaction of SDIS hours. The activities listed on the SDIS form will be considered notification of initial interest and intent, and can be revised and updated. It will be the bargaining unit member's responsibility to notify the school principal of any changes in his/her SDIS form.

The total number of SDIS hours shall be 35 hours per bargaining unit member annually for the period of December 1 to November 30.

SDIS hours will be completed outside the contractual day.

There will be no remuneration for School Development and Improvement Support hours.

The school principal will be responsible for maintaining the School Development and Improvement Support forms for each CSTA member assigned to his/her school. Each teacher is responsible to report to his/her principal the amount of time and service rendered in each of the categories on February 15, May 15, September 15, and November 15. Hours may be completed during the summer and reported by September 15.

Upon ratification of this agreement, a committee comprised of four (4) teachers appointed by the President of the Central Square Teachers Association and four (4) administrators appointed by the Superintendent of Schools, will establish, by consensus, procedures and guidelines for the implementation and monitoring of the School Development and Improvement Support (SDIS) initiative. The committee will meet prior to the end of each semester to review the guidelines and procedures and make recommendations, as necessary, to the President of the Central Square Teacher Association and the Superintendent of Schools. Recommendations for change shall be made with the approval of the Central Square Teachers Association President and the Superintendent.

**SDIS HOURS SHALL BE ALLOCATED TO TWO CATEGORIES OF ACTIVITIES:**

## Category I

### STUDENT REMEDIATION, SUPPORT AND ENHANCEMENT ACTIVITIES

(A MINIMUM OF 17 HOURS MUST BE COMPLETED IN THIS  
CATEGORY, ALTHOUGH ALL 35 HOURS COULD BE  
COMPLETED IN THIS CATEGORY.)

Eligible activities include the following:

- student remediation and/or enrichment
- conducting subject reviews
- conducting Regent/test reviews
- academic and/or enrichment activities/clubs
- additional parent conferences
- student publications
- parent publications
- parent training/workshops
- student training/workshops
- grade level meetings
- cross grade level meetings
- summer academic intervention
- participation in school-based support activities
- mentoring a student(s)
- homework hotline service
- enrichment /extracurricular projects in academic interest areas
- independent studies
- literacy projects with families
- planning for students on homebound instruction
- assistance in career or employment exploration
- assistance in college selection and admission
- support of students participating in district-endorsed regional, state  
and national events

Any activity not included on the list of eligible activities for Category I must  
relate to:

- 1) the School Development and Improvement Plan for the school of that  
teacher, or
- 2) K-12 districtwide initiatives

and will require the advance approval of the building principal.

## Category II

### PLANNING, SUPPORT AND PROFESSIONAL DEVELOPMENT

(18 OF THE SDIS HOURS, OR REMAINING NUMBER OF 35 HOURS TO BE COMPLETED IN THIS CATEGORY)

Eligible activities include the following:

- sharing of good teaching practices in a documented fashion teacher-to- teacher
- participating or presenting seminars on "best practices"
- workshops and training provided as part of the SDIP
- direct involvement in the development of the SDIP
- participation of school improvement teams/shared decision making
- cross grade level and cross level planning committees
- district curriculum planning
- participation in the CDEP planning process
- grade level/special area/special interest study groups
- research and literature reviews
- participation in professional educational organizations and meetings
- NYS mandated staff development offerings (175 hrs. staff development)
- grant writing (with prior approval of the Principal and Superintendent)
- district strategic planning
- professional study to enhance teaching skills (uncompensated)
- organizational improvement committees
- development of interdisciplinary projects
- development of new district or building programs
- school visitations
- staff development and training
- Teacher Center programs
- new teacher mentoring
- preparing and planning for presentations at Superintendent's Conference Days

Any activity not included on the list of eligible activities for Category II must relate to:

- 1) the School Development and Improvement Plan for the school of that teacher, or
  - 2) K-12 districtwide initiatives
- and will require the advance approval of the building principal.

**B. Class Load**

1. Secondary teachers will not be required to conduct more than five (5) instructional class periods per day. Any teacher asked to conduct six (6) instructional class periods per day will do so after reasonable justification as recommended by the Commissioner.

2. If the sixth instructional period is added, it will be added only after consulting the teacher involved.

3. Class load guidelines will be established as follows, wherever practicable:

- |   |   |                   |
|---|---|-------------------|
| a. Kindergarten   | - | 20 per class      |
| b. Elementary (1-3)   | - | 22 per class      |
| (4-5)   | - | 25 per class      |
| c. Secondary (6-12)<br>academic subject areas, Regents  | - | 25 per class      |
| d. Secondary (6-12)<br>academic subject areas, non-Regents  | - | 25 per class      |
| e. Secondary (6-12)<br>laboratory   | - | 20 per class      |
| f. Secondary (6-12)<br>manual   | - | 16 per class      |
| g. Secondary (6-12)<br>non-academic subject areas   | - | 20 per class      |
| h. Secondary (6-12)<br>physical education   | - | 25 per class      |
| i. Special education class load will be arrived at cooperatively by<br>teachers and administrators. |   |                   |
| j. K-5 Special Area Teachers:<br>Art, Music, Physical Education, Library Media Specialist           | - | 550/students/week |

4. The class load for any Secondary Teacher will not exceed one hundred twenty-five (125) students per day, wherever practicable.



## ARTICLE 8

### TEACHER PROTECTION AND STUDENT DISCIPLINE

- A. In any situation occurring when the teacher is fulfilling his/her professional responsibility, the teacher shall be able to protect himself/herself from physical or verbal abuse to the fullest extent of his/her legal rights.
- B. When an accusation has been made against a teacher, the teacher has the right to a conference with his/her administrator(s). The accuser(s), if not present, shall be named, if known.
- C. When a situation occurs where a Building Principal or designee is asked to assist a teacher in dealing with student discipline, any action taken by the administrator will be brought to the attention of the teacher.
- D. The District agrees that it is desirable that the Building Principal or designee confer with the teacher before action is taken dealing with teacher-related classroom discipline problems and consideration be given to any recommendations by the teacher(s) involved.
- E. When unusual cases of student discipline occur, the action taken by the teacher will be reported to the Building Principal or his/her representative.
- F. No derogatory letter will be placed in a teacher's file without his/her knowledge and an opportunity to make a written statement of explanation to be attached thereon. The teacher will be provided a copy of the letter or report along with a statement that the teacher has received a copy. The letter or report and any response will be signed by the teacher and the administrator. Signature by the teacher denotes that the teacher has seen the letter or report but does not necessarily mean agreement with the contents. In the event that the teacher fails to sign such document, the administrator shall call in a witness and ask the teacher to again sign the document. If the teacher refuses, the administrator and the witness will detail the incident on the document, including the fact that the teacher refused to sign the document, and then place the document, with the attached explanation, in the teacher's personnel file. Any written response to the supervisor's comments must be submitted to the supervisor within ten (10) school days of receipt of the supervisor's written message.

## ARTICLE 9

### ACADEMIC FREEDOM

- A. The teacher will participate in the selection of subject material.
- B. Teachers shall not be personally accountable for media materials initially approved by their supervisors. However, it shall be the responsibility of the individual teachers to obtain approval from the immediate supervisor for all such material.

## ARTICLE 10

### PROFESSIONAL PERFORMANCE REVIEW

- A. The Professional Review document has been developed cooperatively by a committee of teachers and administrators representing a cross section of the Central Square Central School District. The procedures and forms regarding observation and evaluation were revised during the 1993-94 school year. The Professional Performance Review documents are found in **Appendix E**. The appropriate Professional Performance Review forms for classroom and special teacher groups shall be used on an annual basis in the evaluation of the teacher's performance.
- B. A copy of the Professional Review document will be distributed to each bargaining unit member in September of each year or upon date of hire if after September. An additional copy may be obtained at any time from Building Principals and/or Supervisors.
- C. The Professional Performance Review forms and any response will be signed by the teacher and the observer. Signature by the teacher denotes that the teacher has seen the form but does not necessarily mean agreement with the contents. In the event that the teacher fails to sign such document, the administrator shall call in a witness and ask the teacher to again sign the document. If the teacher refuses, the administrator and the witness will detail the incident on the document, including the fact that the teacher refused to sign the document, and then place the document, with the attached explanation, in the teacher's personnel file.
- D. Professional Performance Review forms shall be open to the teacher's review. Individual teachers shall have the right to review such materials upon request, in the presence of the Superintendent and/or his designee.
- E. All monitoring or observation of the work performance of a teacher will be conducted openly.

F. All recommendations by the Building Administrator and/or Supervisor for tenure will be consistent with the materials presented in the Professional Performance Review.

G. The Association President and Superintendent will each annually appoint three (3) members to the Professional Performance Review Committee. The Committee will annually review the Professional Performance Review system. Any recommendations for change will be made to the Superintendent and Association President and will be subject to the collective bargaining process.

## **ARTICLE 11**

### **PROFESSIONAL DEVELOPMENT**

A. The assistance and suggestions of the teachers will be encouraged in setting up inservice training programs.

B. Encouragement of professional development will be furthered by financial support as provided under Salary and Professional Compensation.

C. Permission may be granted for teachers to attend professional conferences or make inter-school visits. Request for such conferences must be submitted on the appropriate form to the Superintendent at least two (2) weeks prior to the conference or visit.

D. No teacher will be required to attend an Inservice Program, professional conference or make inter-school visits after the normal work day.

## **ARTICLE 12**

### **SCHOOL CALENDAR**

A. The school calendar will be consistent with the Oswego County instructional calendar.

B. A total of four (4) half days will be scheduled during the 2nd and 4th quarter to allow for parent-teacher conferences at the elementary school level.

These half days will be scheduled as close as possible to the beginning of the second and fourth quarters. Conference days for grades 6-12 will be scheduled for two (2) half days per year with times and format to be determined by the Superintendent in consultation with the secondary administration and the Teacher Association. These conference days will be scheduled in accordance with the greatest benefit to the District.

C. For the 1995-96 school year emergency days which are not used by May 1st will be treated in the following manner.

1. If two (2) emergency days are not used then one (1) day will be used as an inservice day and one (1) day will be added to the Memorial Day weekend.
2. If one (1) emergency day is not used then one (1) day will be used as an inservice day.

For the 1996-97 school year and continuing thereafter, all emergency days which are not used will be used as instructional days.

## ARTICLE 13

### TESTING PROGRAMS

A. Guidance Counselors will give all standardized tests, whenever practicable, at the secondary level, excluding Regents examinations. Standardized tests given at the elementary level will be coordinated by the Building Principals in conjunction with the consultants and teaching staff. Teachers will not be responsible for the correction of standardized tests which can be machine scored.

## ARTICLE 14

### REQUISITIONS

A. Supplies and materials needed by the teachers will be requisitioned through the Building Principals.

B. All requisitions will show the class, subject, and school year for which the material is requested.

C. Requisition forms and catalogs will be distributed to the Building Principals and be made available to the teachers by February 15. Requisition forms will be returned to the Building Principal no later than March 15.

D. On request by the teacher, after adoption of the final budget by the Board of Education, the building principal will advise said teacher if any deletions have been made at that time from that teacher's requisitions. In the case of deletions, the teacher may indicate a preference as to what items should be deleted and such preference shall be considered by the principal.

E. A need for supplies and materials may not have been anticipated and provided for in requisitions. Such expenditures will be processed through the Business Office.

F. It is the responsibility of the Building Principal or Department Head to requisition ahead for the teacher who will not be a member of the faculty until the next school year.

G. Supplies will be in classrooms by the first day of school, wherever practicable.

H. Bargaining unit members will be notified, in writing by the Business Office, by September 15th if any requisitioned items have not been or are not being ordered.

## ARTICLE 15

### SUBSTITUTE TEACHERS

- A. There will be a substitute teacher provided for all teachers when absent whenever practicable. Exceptions to this would be in the areas such as, but not limited to: Driver Education, Guidance Counselors, Curriculum Consultants, Psychologists and Speech Therapists.
- B. If a substitute is not provided for any teacher not excluded above, one (1) sick day will be added to the sick leave bank.

## ARTICLE 16

### STUDENT TEACHERS

- A. The Central Square Central School District is interested in the placement of student teachers under cooperating teachers of our faculty.
- B. Cooperating teachers will be indemnified for any claims made as a result of the acts of the student teacher provided the cooperating teacher was acting within the scope of his/her duty.
- C. No teacher will be required to take a student teacher or serve as a cooperating teacher. The building principal shall review the assignment of any teacher to serve as a cooperating teacher.

## ARTICLE 17

### STUDENT PROMOTION

- A. When a teacher(s) recommends that a student is to be retained-in-grade, and the parent(s) and/or guardian(s) object to the recommendations, a conference must be held with the teacher(s), the administrator and, if possible, with the parent(s) and/or legal guardian(s) making the objection. The final placement of a student will be made by the building principal following the conference where the parent/guardian presence was requested and after further consultation with the teacher(s) in question.

**ARTICLE 18**  
**SALARY AND PROFESSIONAL COMPENSATION**

- A. Adjustments in compensation for services will be made by the rates which will be applied to the areas defined after each school year.
- B.     **1998-1999**   3.45% using the procedures identified in Article 18, Section C and Article 19, Section 2.d of the existing Contractual Agreement.
- 1999-2000**   3.70% using the procedures identified in Article 18, Section C and Article 19, Section 2.d of the existing Contractual Agreement.
- 2000-2001**   3.80% using the procedures identified in Article 18, Section C and Article 19, Section 2.d of the existing Contractual Agreement.
- 2001-2002**   3.85% using the procedures identified in Article 18, Section C and Article 19, Section 2.d of the existing Contractual Agreement.
- C.     **1998-2002**
1. For salary purposes, the following definitions shall be used:
- a.    Base Salary - The base salary shall be that figure to which the yearly percentage is applied.
- 1998-99 base salary shall be \$32,800.
- 1999-00 base salary shall be \$33,200.
- 2000-01 base salary shall be \$33,800.
- 2001-02 base salary shall be \$34,475.
- b.    Flat Rate Payment(s) - The flat rate payment(s) shall be those figures which are added after the yearly base salary has been determined.
2.    New Employees - Base Salary
- Each year of credited experience shall be valued at \$310 for 1998-1999, \$322 for 1999-2000, \$334 for 2000-2001, and \$347 for 2001-2002 up through four (4) years of credited experience. Any year of credited experience in excess of four (4) shall be credited at \$129 for 1998-1999, \$134 for 1999-2000, \$139 for 2000-2001, and \$145 for 2001-2002.
3.    Credit hours - a flat rate per credit hour shall be added to the base salary for a new employee at time of hire. Approval of credit hours at the time of hire shall be at the discretion of the Superintendent of Schools except for

those hours functionally related to teaching duties, tenure area, certification, and/or assignment. Additionally, for any existing employee who earns additional graduate credit hours, his/her base salary shall be adjusted by the flat rate per credit hour which shall thereafter become a permanent part of the employee's base salary.

Graduate and in-service hours will be reimbursed at the rates listed below. This monetary compensation will apply to college hours and to in-service hours for courses having prior approval of the Superintendent. Additional hours will be credited twice a year, in September and January.

<u>YEAR</u>	<u>RATE</u>
1998-1999	\$61 per credit hour
1998-2000	\$63 per credit hour
1998-2001	\$66 per credit hour
1998-2002	\$68 per credit hour

4. Additional degrees – A flat rate, as listed below, shall be added to the base salary for a new employee at time of hire if such teacher holds a Master Degree. Additionally, for any existing employee who earns a Master Degree, his/her base salary shall be adjusted by the flat rate which shall thereafter become a permanent part of the employee's base salary.

<u>YEAR</u>	<u>RATE</u>
1998-1999	\$1164
1999-2000	\$1207
2000-2001	\$1253
2001-2002	\$1301

5. Guidance Counselors and Psychologists who desire shall be employed eleven (11) months. The eleventh month will be twenty (20) working days. Salary for the eleventh month shall be 1/10<sup>th</sup> of the year's base salary. Salaries of Guidance Counselors and Psychologists hired after July 1, 1995 shall be increased by \$1,000, which shall thereafter become a permanent part of the employee's base salary. Guidance Counselors and Psychologists stipends for 1998-1999 shall be \$1035; for 1999-2000, \$1073; for 2000-2001, \$1114; and for 2001-2002, \$1156.

D. Teachers salaries shall be paid every other Friday according to a pre-determined schedule for the entire school year. Checks will be dated in accordance with the schedule of pay dates. Checks will be distributed on the pay dates as per schedule.



**E. SALARY** - It is the intent of the parties that all returning bargaining unit members, including occupational therapists and physical therapists, for the 1998-1999 school year shall receive salary increases of 3.45% above their 1997-98 salaries. It is also the intent of the parties that those bargaining unit members with fifteen (15) years or more of unit service in the Central Square School District shall receive a longevity stipend of \$200 in addition to their salaries. That stipend shall then become a permanent part of the unit member's salary. This stipend shall be first implemented effective July 1, 1998. As unit members complete fifteen (15) years of District service, they shall be provided the stipend effective with the next regular payroll following the completion of fifteen (15) years of service. That stipend shall then become a permanent part of that member's salary. For the 1998-1999 school year, and in subsequent years for new recipients, the \$200 shall be applied to the member's base salary prior to the application of the percentage salary increases.

It is, furthermore, the intent of the parties that all bargaining unit members for 1999-2000 receive salary increases of 3.7% above their 1998-1999 salaries, for 2000-2001 salary increases of 3.8% above their 1999-2000 salaries, and for 2001-2002 salary increase of 3.85% above their 2000-2001 salaries.

Adjustments in compensation for services will be made by the rates which will be applied to the areas defined after each school year.

**ARTICLE 19**  
**GUIDELINES FOR EXTRA DUTY/EXTRA PAY REIMBURSEMENT**

- A.**
1. All extra assignments will be categorized within one of eight groupings. The following criteria will be used:
    - Hours (student contact, travel, length of season, etc.)
    - Number of participants
    - Responsibilities (physical risk, equipment, staff, etc.)
    - Community pressure
    - Teaching involved
  2. Lower level categories will be determined according to the following criteria:
    - JV position(s) will fall one category beneath Varsity
    - Asst. position(s) will fall one category beneath respective head coach at particular level
    - Modified sports will be determined on an individual basis due to the differences in length of season

- B.
1. Reimbursement for extra duties and assignments will utilize the Coaching Categories and Stipends and Extra Duty Salary Schedules.
  2. For each school year, each returning coach/advisor will be placed on his/her appropriate experience level.
  3. If a coach/advisor moves to a position within the same sport/activity but in a higher category, the coach/advisor will suffer no loss of experience levels.
  4. Each level of the Extra Duty Salary Schedule and all other salaries in Article 19 will be increased by:  

<b>3.45%</b>	<b>in 1998-1999</b>
<b>3.7%</b>	<b>in 1999-2000</b>
<b>3.8%</b>	<b>in 2000-2001</b>
<b>3.85%</b>	<b>in 2001-2002</b>
  5. Each line of the Coaching Categories and Stipends Schedule will be based upon a percentage of an index as shown on the following pages.
  6. Movement from coaching one sport to coaching in a different sport will result in one year of coaching credit for every three years of coaching experience earned at the same level or higher.
- C. The compensation for an additional sport and/or activity will be the subject for negotiations.
- D. A coach/advisor should not receive less money through this system than was received in the previous year for coaching/advisor that activity with the exception of a coach/advisor who accepts a position in a lower category of that same activity.
- E. All Director positions listed under this article are excepted from Article 1, Section A.

- F. Multiple sport coaches (those who coach two or more different sports during a school year) will receive an additional stipend above the normal coaching index for each sport. This will be paid at the end of each school year.

<u>YEAR</u>	<u>2 SPORTS</u>	<u>MORE THAN 2 SPORTS</u>
1998-1999	\$103	\$207
1999-2000	\$107	\$215
2000-2001	\$111	\$223
2001-2002	\$115	\$231

- G. Coaches will receive an extra stipend for post season competition (sectional, regional, and state-sanctioned only) according to the following criteria and scale:

- For the purpose of computing the extra stipend, post season play will be a minimum of two days with a maximum of ten days. Stipends will only be paid for days where practice or competition occurs. This will be retroactive to the first day following the end of the regular season.

- Varsity coaches will be paid on a per diem basis as follows:

	<u>Head Coach</u>	<u>Assistant Coach</u>
• <u>Individual sport</u>		
1998-1999	\$21	\$16
1999-2000	\$21	\$16
2000-2001	\$22	\$17
2001-2002	\$23	\$17

▪ <u>Team sport</u>	<u>Head Coach</u>	<u>Assistant Coach</u>
1998-1999	\$36	\$31
1999-2000	\$38	\$32
2000-2001	\$39	\$33
2001-2002	\$40	\$35

- An individual sport coach may be paid according to the team sport rate if fifty per cent (50%) or more of his/her individual team members qualify for post season competition.

- H. Additional teams and coaches will be considered based upon interest, participation and safety.
- I. By December 1 of each year a coach may submit in writing with rationale, a request to the Director of Health, Physical Education and Athletics to have his/her category rating re-evaluated. Such a re-evaluation can also be initiated by the Director. Results of individual re-evaluation will be subject to the collective bargaining process.

**COACHING CATEGORIES AND STIPENDS**

Index Step	1998-99								
	CATEGORY								
	1	2	3	4	5	6	7	8	
	10.8%	8.5%	7%	6%	5.1%	4%	2%	1%	
1	37,269	4,025	3,168	2,609	2,236	1,901	1,491	745	373
2		4,146	3,263	2,687	2,303	1,958	1,535	768	384
3		4,266	3,358	2,765	2,370	2,015	1,580	790	395
4		4,385	3,452	2,842	2,436	2,071	1,624	812	406
5		4,508	3,548	2,922	2,505	2,129	1,670	835	417
6		4,630	3,644	3,001	2,572	2,186	1,715	857	429
7		4,750	3,739	3,079	2,639	2,243	1,759	880	440
8		4,869	3,832	3,156	2,705	2,299	1,803	902	451
9		4,991	3,928	3,235	2,773	2,357	1,848	924	462
10		5,111	4,022	3,312	2,839	2,413	1,893	946	473
11		5,233	4,119	3,392	2,907	2,471	1,938	969	485

**COACHING CATEGORIES AND STIPENDS**

INDEX STEP	1999 - 2000								
	CATEGORY								
	1	2	3	4	5	6	7	8	
	10.8%	8.5%	7%	6%	5.1%	4%	2%	1%	
1	38,648	4,174	3,285	2,705	2,319	1,971	1,546	773	386
2		4,299	3,384	2,787	2,388	2,030	1,592	796	398
3		4,424	3,482	2,867	2,458	2,089	1,638	819	410
4		4,548	3,579	2,948	2,527	2,148	1,684	842	421
5		4,675	3,679	3,030	2,597	2,208	1,732	866	433
6		4,801	3,779	3,112	2,667	2,267	1,778	889	445
7		4,926	3,877	3,193	2,737	2,326	1,824	912	456
8		5,049	3,974	3,273	2,805	2,384	1,870	935	468
9		5,176	4,073	3,355	2,875	2,444	1,917	958	479
10		5,300	4,171	3,435	2,944	2,503	1,963	981	491
11		5,427	4,271	3,517	3,015	2,563	2,010	1,005	502

2000 - 2001  
CATEGORY

INDEX STEP		1	2	3	4	5	6	7	8
		10.8%	8.5%	7%	6%	5.1%	4%	2%	1%
1	40,117	4,333	3,410	2,808	2,407	2,046	1,605	802	401
2		4,463	3,512	2,892	2,479	2,107	1,653	826	413
3		4,592	3,614	2,976	2,551	2,168	1,701	850	425
4		4,721	3,715	3,060	2,623	2,229	1,748	874	437
5		4,853	3,819	3,145	2,696	2,292	1,797	899	449
6		4,984	3,922	3,230	2,769	2,353	1,846	923	461
7		5,113	4,024	3,314	2,841	2,415	1,894	947	473
8		5,241	4,125	3,397	2,912	2,475	1,941	971	485
9		5,372	4,228	3,482	2,985	2,537	1,990	995	497
10		5,501	4,330	3,566	3,056	2,598	2,037	1,019	509
11		5,633	4,434	3,651	3,130	2,660	2,086	1,043	522

2001 - 2002  
CATEGORY

INDEX STEP		1	2	3	4	5	6	7	8
		10.8%	8.5%	7%	6%	5.1%	4%	2%	1%
1	41,662	4,499	3,541	2,916	2,500	2,125	1,666	833	417
2		4,634	3,647	3,004	2,575	2,188	1,716	858	429
3		4,769	3,753	3,091	2,649	2,252	1,766	883	442
4		4,902	3,858	3,177	2,724	2,315	1,816	908	454
5		5,040	3,966	3,266	2,800	2,380	1,867	933	467
6		5,176	4,073	3,355	2,875	2,444	1,917	958	479
7		5,310	4,179	3,442	2,950	2,508	1,967	983	492
8		5,443	4,284	3,528	3,024	2,570	2,016	1,008	504
9		5,579	4,391	3,616	3,099	2,635	2,066	1,033	517
10		5,713	4,496	3,703	3,174	2,698	2,116	1,058	529
11		5,850	4,604	3,792	3,250	2,763	2,167	1,083	542

**ADVISORS**  
**EXTRA DUTY SALARY SCHEDULE**

<u>Category</u>	<u>Level</u>	<u>1998-99</u>	<u>1999-00</u>	<u>2000-01</u>	<u>2001-02</u>
1	1 ( 1 - 3)	3593	3726	3867	4016
1	2 ( 4 - 7)	3767	3906	4054	4211
1	3 ( 8-12)	3931	4077	4231	4394
1	4(13-18)	4101	4252	4414	4584
1	5 (19+ )	4269	4427	4596	4773
2	1 ( 1 - 3)	2615	2712	2815	2923
2	2 ( 4 - 7)	2735	2836	2944	3058
2	3 ( 8-12)	2860	2966	3079	3197
2	4(13-18)	2985	3095	3213	3336
2	5 (19+ )	3104	3218	3341	3469
3	1 ( 1 - 3)	2288	2373	2463	2558
3	2 ( 4 - 7)	2397	2486	2580	2679
3	3 ( 8-12)	2503	2596	2695	2799
3	4(13-18)	2609	2706	2808	2916
3	5 (19+ )	2717	2817	2924	3037
4	1 ( 1 - 3)	1960	2033	2110	2191
4	2 ( 4 - 7)	2051	2127	2208	2293
4	3 ( 8-12)	2147	2226	2311	2400
4	4(13-18)	2238	2320	2409	2501
4	5 (19+ )	2327	2413	2504	2601
5	1 ( 1 - 3)	1636	1696	1761	1828
5	2 ( 4 - 7)	1711	1774	1842	1913
5	3 ( 8-12)	1788	1854	1924	1998
5	4(13-18)	1861	1930	2003	2080
5	5 (19+ )	1940	2011	2088	2168
6	1 ( 1 - 3)	1308	1356	1408	1462
6	2 ( 4 - 7)	1369	1419	1473	1530
6	3 ( 8-12)	1432	1485	1541	1600
6	4(13-18)	1490	1545	1604	1665
6	5 (19+ )	1553	1610	1671	1736
6A	1 ( 1 - 3)	998	1035	1074	1115
6A	2 ( 4 - 7)	1044	1082	1124	1167
6A	3 ( 8-12)	1091	1132	1175	1220
6A	4(13-18)	1138	1180	1225	1272
6A	5 (19+ )	1187	1230	1277	1326

Category	Level	1998-99	1999-00	2000-01	2001-02
7	1 ( 1 - 3)	653	677	703	730
7	2 ( 4 - 7)	685	710	737	766
7	3 ( 8-12)	714	740	768	798
7	4(13-18)	746	773	803	834
7	5 (19+ )	779	808	838	871
8	1 ( 1 - 3)	328	340	353	367
8	2 ( 4 - 7)	340	353	366	380
8	3 ( 8-12)	357	370	384	399
8	4(13-18)	371	385	400	415
8	5 (19+ )	389	403	419	435
9	1 ( 1 - 3)	221	230	239	248
9	2 ( 4 - 7)	232	240	249	259
9	3 ( 8-12)	242	251	261	271
9	4(13-18)	252	262	272	282
9	5 (19+ )	263	272	283	294

**ACTIVITY    CATEGORY LEVEL**

<b>Advisors</b>	1.....	Field Band Director PVM Yearbook Winterguard Director
	2 .....	Field Band Assistant Director M.S. Parade Band Director
	3 .....	Junior Class Faculty Auditor
	4 .....	Senior Class
	5 .....	Field Band Instructors (4 positions, plus 4 new positions effective July 1, 1999, for a total of 8) M.S. Parade Band Assistant Director
	6 .....	Dramatics (each, maximum 2) Mock Trial Team Math Team P.V.M. Parade Band Director P.V.M. Winterguard Choreography Assistant(2) Musical Production (each, maximum 2) Audio Visual Advisor Audio Video Technician (Radio Club) Science Club Advisor

**ACTIVITY    CATEGORY LEVEL**

6A .....	H.S. Jazz Ensemble Director (effective July 1, 2000)
	M.S. Parade Band Colorguard Coordinator
7 .....	A.F.S. (2 positions)
	H.S. Pit Orchestra Director(effective July 1, 2000)
	Middle School Yearbook
	M.S. Parade Band Brass Instructor
	M.S. Parade Band Colorguard Instructor(2)
	M.S. Parade Band Marching Technician (2)
	M.S. Parade Band Percussion Instructor
	M.S. Parade Band Woodwind Instructor
	Volunteer Pep Band Advisor
	H.S. Parade Band Assistant Director
	H.S. Winterguard Drill Assistant
	M.S. Parade Band Instructor(2)
8 .....	Sophomore Class
	Freshman Class
	H.S. Student Council
	National Honor Society
	H.S. Newspaper (each, maximum 10)
	M.S. Newspaper (each, maximum 4)
	M.S. Jazz Ensemble Director
	H.S. Parade Band Colorguard Coordinator
9 .....	H.S. Parade Band Brass Instructor
	H.S. Parade Band Colorguard Instructor (2)
	H.S. Parade Band Marching Technician (2)
	H.S. Parade Band Percussion Instructor
	H.S. Parade Band Woodwind Instructor
	H.S. Parade Band Instructor (2)

**ADDITIONAL MUSIC POSITIONS**

<u>Position</u>	<u>1998-1999</u>	<u>1999-2000</u>	<u>2000-2001</u>	<u>2001-2002</u>
M.S. Parade Band-Brass Instructor	886	642	666	692
H.S. Parade Band-Brass Instructor	0	214	222	231
M.S. Parade Band-Colorguard Inst.	886	642	666	692
H.S. Parade Band-Colorguard Inst.	0	214	222	231
M.S. Parade Band Marching Tech.	886	642	666	692
H.S. Parade Band Marching Tech.	0	214	222	231
M.S. Parade Band-Percussion Inst.	886	642	666	692



<u>Position</u>	<u>1998-1999</u>	<u>1999-2000</u>	<u>2000-2001</u>	<u>2001-2002</u>
H.S. Parade Band-Percussion Inst.	0	214	222	231
M.S. Parade Band-Woodwind Inst.	886	642	666	692
H.S. Parade Band-Woodwind Inst.	0	214	222	231
M.S. Parade Band-Colorguard Coord.	1327	962	999	1,037
H.S. Parade Band-Colorguard Coord.	0	321	333	346
M.S. Parade Band Director	2651	2349	2,438	2,532
H.S. Parade Band Instructor	0	214	222	231
M.S. Parade Asst. Band Director	1769	1496	1,553	1,613
H.S. Parade Band Director	1769	1068	1,109	1,151
M.S. Parade Band Instructor	0	642	666	692
H.S. Asst. Parade Band Director	1327	641	665	691
M.S. Parade Band Instructor	0	642	666	692
H.S. Winterguard Drill Asst.	712	688	714	742
H.S. Winterguard Choreography Asst.	1187	1147	1,191	1,236

<u>ACTIVITY</u>	<u>CATEGORY</u>	<u>LEVEL</u>	<u>SEX</u>
Athletic	3	Fall	Coed
Trainer	5	Winter	Coed
	5	Spring	Coed
Baseball	2	V	Boys
	3	JV	Boys
	5	FR	Boys
	5	Mod	Boys
Basketball	1	V	Boys
	1	V	Girls
	2	JV	Boys
	2	JV	Girls
	4	FR	Boys
	4	Mod (2 positions)	Boys
	4	V, Cheerleading	
	5	Mod (2 positions)	Girls
	5	JV, Cheerleading	
Bowling	8	V	Coed
Cross-Country	2	V	Boys
	2	V	Girls
	5	Mod	Boys
	5	Mod	Girls

<u>ACTIVITY</u>	<u>CATEGORY</u>	<u>LEVEL</u>	<u>SEX</u>
Football	1	V	Boys
	2	V, Asst. (4 positions)	Boys
	2	FR	Boys
	3	FR, Asst.	Boys
	4	Modified	Boys
	5	Modified, Asst. (2 positions)	
	6	V, Cheerleading	
Golf	3	V	Boys
	3	V	Girls
	4	JV	Boys
Gymnastics	2	V	Girls
	3	V, Assistant	Girls
Intramurals	6	MS	Coed
Lacrosse	1	V	Boys
	1	V	Girls
	2	V, Asst.	Boys
	2	V, Asst.	Girls
	2	JV	Boys
	3	JV, Asst.	Boys
	4	Modified	Boys
	5	Modified, Asst.	Boys
Rifle	1	V	Coed
	5	Modified, Asst.	Girls
Soccer	2	V	Boys
	2	V	Girls
	3	JV	Boys
	3	JV	Girls
	5	Mod	Boys
	5	Mod	Girls
Softball	2	V	Girls
	3	JV	Girls
	5	Mod	Girls
	5	FR	Girls

<u>ACTIVITY</u>	<u>CATEGORY</u>	<u>LEVEL</u>	<u>SEX</u>
Tennis	3	V	Boys
	3	V	Girls
Track	1	V	Boys
	1	V	Girls
	2	V, Assistant	Boys
	2	V, Assistant	Girls
	2	V, Indoor	Boys
	2	V, Indoor	Girls
	4	Mod	Boys
	4	Mod	Girls
Volleyball	1	V	Boys
	1	V	Girls
	2	JV	Boys
	2	JV	Girls
	5	Mod (2 positions)	Girls
Wrestling	1	V	Boys
	2	JV	Boys
	4	Mod	Boys
	6	Cheerleading	Girls
Weight Room Supervisor	7	Summer	Coed
	5	Winter	Coed
	5	Spring	Coed

**REIMBURSEMENT FOR MISCELLANEOUS EXTRA DUTIES**

	<u>1998-1999</u>	<u>1999-2000</u>	<u>2000-2001</u>	<u>2001-2002</u>
<b><u>Chaperones</u></b>	<b><u>1.0345</u></b>	<b><u>1.037</u></b>	<b><u>1.038</u></b>	<b><u>1.0385</u></b>
Bus            each, per round trip	32.62	33.82	35.11	36.46
<b>School Events</b>				
Dances, Scholastic Competition, and/or Performances		39.63	41.14	42.72
		39.63	41.14	42.72
<b>Sports Events</b>				
Ticket Seller-per night	37.29	38.67	40.14	41.69
Ticket Taker-per night	32.62	33.82	35.11	36.46
Clock Operator-per night	32.62	33.82	35.11	36.46
Scorekeeper-per night	32.62	33.82	35.11	36.46
P.A. Announcer-per night	32.62	33.82	35.11	36.46
Game Officiating-per Night	46.62	48.35	50.19	52.12
Game Supervisor – HS	37.30	38.68	40.15	41.70
Game Supervisor – MS	32.62	33.82	35.11	36.46

- C. All duties not listed in the Extra Duties schedule are to be considered voluntary.
  
- D. Teachers required to use their personal car for school purposes will be reimbursed at the current IRS rate.

## ARTICLE 20

### INSURANCE PROTECTION

#### A. Liability

1. The School District is responsible for complete liability protection of any teacher(s) conducting an authorized field trip.
2. Teachers are held harmless, according to the insurance carrier, and the laws of the State of New York, for monies collected by them for school activities. Teachers who are required to handle money will proceed as follows:
  - a. Monies collected will be placed daily in a locked depository in each building office. On completion of the collection, monies not already turned in to the Building Principal will be turned in with a receipt given.
  - b. Teachers handling monies for an activity covered by the Student Activity Fund should turn this money over daily to the Student Treasurer for the activity, who will deposit the money daily with the Central Treasurer for Student Activity Funds, and/or Building Principal.

#### B. Health

1. The School District will provide Blue Cross/Blue Shield of Central New York hospitalization insurance (Central Certification 365-Day Blue Cross-National Account Program), medical/surgical insurance (Blue Shield Select Blue), and major medical insurance (alternate Major Medical with \$50 deductible). Also, the School District will provide comparable health insurance plans through both PHP and HMOCNY.
2. The School District will pay 92% of the total cost of the individual coverage and 92% of the total cost for additional family coverage for members of the teaching staff.

3. Those bargaining unit members who retire after ten (10) years of full-time employment with the School District will be offered health insurance coverage. The School District will pay 50% of the total cost of individual retirees' coverage and 35% of the total cost of additional individual or family coverage for present and future bargaining unit retirees. In the case of a husband and wife who are covered by section 2 above, each will be offered an individual coverage at the time of retirement. Additionally, the School District will pay 5% for each year of service to the School District beyond 20 years for future retirees.
4. For a married couple, both of whom work for the District, the District will pay for 100% of the premium cost for individual and dependent coverage. It is understood when husband and wife are both District employees, that they are permitted to enroll in only one health insurance plan. It is also understood that in the event of the death of the named insured, or the divorce of the employees, coverage will be immediately available to the non-covered employee at the same percentage contribution as other bargaining unit members.
5. The District shall contribute 100% of the premium cost for employee coverage under a mutually agreed upon Employee Assistance Program.

**C. Dental**

The District shall annually contribute \$145 toward the cost of an individual dental insurance plan and \$380 towards the cost of a family dental insurance plan for 1999-2000 school year; \$155 and \$390 for 2000-2001; and \$165 and \$400 for 2001-2002. Regardless of the premium cost, the employee shall pay at least \$1 towards the cost of the premium.

**D. Vision**

The District will provide a Vision Insurance Program through Blue Cross of Central New York and shall pay \$5 per month towards the cost of the individual premium and \$14 per month towards the cost of the family premium for such coverage effective July 1, 1999.

**E. Flexible Spending Program**

The District shall implement an IRS 125 Flexible Spending program. The District shall pay the costs of administering such program. The program may be utilized by bargaining unit members for any withholdings legally permitted such as, but not necessarily limited to, health insurance and dental insurance premiums and deductibles, unreimbursed medical expenses and child care expenses. The District may elect to administer the program through a third party administrator of its choice.

## ARTICLE 21

### TEMPORARY LEAVES

#### A. Sick Leave

Sick leave will be granted to all professional teachers on the basis of one day per month for each month of service rendered, with no limit on the number of days accumulated.

#### B. Leave for Death or Illness in Family and Personal Business

1. Family and/or Bereavement Leave: There will be no deduction in pay for absence, not exceeding three (3) days in any one year, because of death or illness in the family. Up to two (2) personal days may be used for bereavement or illness in the family with no deduction in pay, if needed. In the event of more than one death in the immediate family (father, mother, sister, brother, son, daughter), additional days may be granted at the discretion of the Superintendent.
2. Personal Business Leave: There will be no deduction in pay for absences, not to exceed three (3) days in any one year because of leave for personal reasons as follows:
  - a. Personal leave shall be for matters which cannot be attended to on a day other than a school day.
  - b. Days for personal leave may be granted at the discretion of the Superintendent.
  - c. Teachers need only indicate the following reasons for personal leave, except for one (1) of the three days which shall be without reason:
    - Legal
    - Medical
    - Religious (holidays as proclaimed by Education Law)
    - Immediate family (graduation, college entrance, wedding)

The personal day without reason may not be taken to extend a vacation, or on a Friday, or after May 31.

- d. Such leave must be requested at least five (5) working days in advance of the leave, unless an emergency arises.
  - e. Unused personal days will accumulate as sick days to a maximum of three (3) per year to be credited to each teacher's account at the end of each school year.
3. Other leaves may be granted at the discretion of the Superintendent if requested in writing.
  4. Teachers requesting personal leave will receive notice of approval or denial of such leave at least 24 hours before the start of such leave if the request is made in accordance with 2.d.

**C. Adoptive Leave**

Upon placement of a child for adoption, the bargaining unit member may use up to ten (10) consecutive school days of accumulated sick leave.

**D. Jury Duty**

In instances where teachers are actually required to report for jury duty or are on standby to be called for jury duty (and are expected to be able to report for jury duty within one hour from the time the call is received), such absence from their official duties will not be deducted from accumulated sick leave or personal days.

**ARTICLE 22**

**EXTENDED LEAVES**

**A. Child Rearing and/or Adoptive Leave**

1. Child rearing and/or adoptive leave up to a total of six (6) semesters without pay will be allowed to teachers within a span of twenty (20) consecutive semesters beginning with the date of the first requested leave after July 1, 1980, or the date of employment with the District, whichever comes later. If a leave begins December 1 or later in the first semester or May 1 or later in the second semester that semester will not be counted as one of the allowable six.
2. Child rearing and/or adoptive leaves are limited to four (4) consecutive semester for any one birth or adoption.



3. Child rearing and/or adoptive leave shall be requested in writing and shall stipulate the approximate beginning date of the leave. The ending date must coincide with the end of a school semester.
4. Child rearing and/or adoptive leave may be requested on a semester by semester or year by year basis with the request for the second, third or fourth semester, or second year, to be made in writing to the Superintendent at least ninety (90) days prior to the expiration of the present leave.
5. In cases involving adoption, the teacher requesting the leave shall submit the request thirty (30) days prior to the date the leave is to begin whenever possible.
6. Following an extended child rearing and/or adoptive leave as noted in A.I, the teacher will be reinstated to service without accumulating salary credit, seniority, or sick leave for the term of absence.
7. The teacher must hold a valid teaching certificate at the time of returning.
8. Employment may be possible during pregnancy depending up the physical condition of the teacher.
9. A child for whom a leave is requested under the provisions of the article is presumed not to be:
  - a. beyond the mandated age for school attendance as defined by Education Law.
  - or**
  - b. enrolled in grades Kindergarten through 12.

The Superintendent reserves the right to make an exception to the provisions of this article due to extenuating circumstances.

**B. Military Leave**

Military Law of the State of New York shall govern all Military Leaves Section 243 of the Military Law of the State of New York: Under Military Law (243) all employees of school districts (whether serving on probation, on tenure or under contract) are entitled to leaves of absence while engaged in the performance of military duty and must be reinstated within 90 days after termination of such military duty or any time during terminal

leave. Such employee may also be reinstated within one year at the discretion of the Superintendent. Section 243 of the Military Law now defines the term "military duty" to exclude voluntary services in excess of four years performed after July 1, 1965, or the total of any voluntary service, additional or otherwise, in excess of four years performed after that day, except where such voluntary service is performed during a period of war or national emergency declared by the President.

**C. Other Extended leaves**

1. All rights and privileges with respect to salary, tenure and availability of position will be extended to teachers while on leave for the following:
  - a. Teacher exchange programs
  - b. VISTA
  - c. Peace Corps
  - d. All other leaves that may be granted under this article or the contract.
2. Any teacher who serves in the armed forces will have the option of returning to the District's employ without loss of status.
3. Leaves without pay may be granted to no more than three (3) teachers per year under the following conditions:
  - a. The teacher has at least five (5) years service with the District at the time the leave is requested.
  - b. The request for such leave must be submitted at least forty-five (45) days prior to the requested commencement of the leave.
  - c. The leave without pay is to be one (1) year in length, extending from September 1 to June 30 of the same school year.
  - d. The leave without pay may not be extended into the next school year.
  - e. When more than three (3) teachers apply, seniority will generally cover -except in cases where there are extenuating circumstances, in which case the Superintendent's decision shall be final.

**D. Substituting While on Leave**

Teachers on extended leaves without pay will be permitted to perform per diem teaching service as substitutes in any school district including Central Square.

**E. Leave Limitations**

Excluding military leave, no teacher will be allowed to be on leaves of absence as set forth in this Article for more than six (6) semesters in any span of twenty (20) consecutive semesters beginning with the first requested leave of absence after July 1, 1980, or the date of employment with the District, whichever comes later. At the sole discretion of the District, an extension of time may be granted. Such an extension will be requested in writing and granted in writing.

**ARTICLE 23**

**SABBATICAL LEAVE**

- A. The purpose of sabbatical leave is to improve the teacher's professional value to the District through study, travel and research.
- B. The applicant must be permanently certified.
- C. The applicant must have completed at least seven (7) consecutive years of service unless interrupted by leaves of absence.
- D. Length of leave would be either one semester or two semesters in the same school year, or one summer in the same school year for twelve-month employees.
- E. Salary would be paid as follows
  - 1. Full (1) year at one-half ( $\frac{1}{2}$ ) pay.
  - 2. One-half ( $\frac{1}{2}$ ) year at full pay.
  - 3. Two (2) summer months at full pay for twelve (12) month employees.
  - 4. Blue Cross/Blue Shield and Major Medical deductions will be made as if the individual were on the regular job.
  - 5. Regular increment for the year of Sabbatical will be granted.

- F. The applicant must make application to the Superintendent by February 1 of the year preceding the leave.
- G. No more than 3% of the qualified teachers will be considered eligible for leave.
- H. The teacher will submit written reports, quarterly, to the Superintendent as to progress during the leave.
- I. The teacher is obligated to return to the District's employ for one (1) year after the leave.
- J. The applicant will be notified, in writing, by April 1 as to the acceptance or the reasons for rejection of the leave request.
- K. In granting sabbatical leaves, the Superintendent must be able to hire a suitable replacement so that the educational program can be maintained.

## ARTICLE 24

### TEACHER EMPLOYMENT, VACANCIES AND TRANSFERS

#### A. Employment

1. First year teachers with no previous teaching experience will be hired at the beginning level of the salary schedule, except in cases of specialized positions where there is an inadequate supply of qualified teachers available.
2. Teachers who fulfill experience requirements recognized by law will be hired at a salary level commensurate with their experience, up to a maximum of five years. Additional years of teaching experience may be accepted at the discretion of the Superintendent. Teachers with military service will be granted one (1) year of teaching experience for each year of military service up to two (2) years, effective with new employees hired to start September 1, 1969, or thereafter. Substantiating proof is the obligation of the employee. One (1) year shall be considered to be 365 consecutive days of active duty.

**B. Vacancies and Other Openings in the Bargaining Unit**

1. District personnel will be considered for all positions created by vacancy, other openings, or the establishment of new positions, and preference will be given when all qualifications considered are reasonably equal.
2. Vacancies and other openings will be made known by posting to the professional staff prior to being filled, whenever practicable. When vacancies and other openings occur between June 15th and September 15th, notification of such vacancies will be made known to the Association President in writing, whenever practicable.
3. Descriptions of vacancies or other openings will be made available to all teachers who apply for the position.

**C. Transfers**

1. Transfers will be made only after consultation with the individual.
2. Teachers may request a transfer or change in assignment at any time. Such request shall be sent in writing to the Superintendent who will carefully consider the request in relation to the needs of the educational program. Teachers with seniority will be given priority, provided all other factors are equal.
3. Tenured teachers may be transferred upon their request to a new tenure area.
4. Teachers' requests for transfer may be made at any time and shall be considered in force for one year.
5. Where such a vacancy has been filled, the Board will notify the President of the Association by sending a copy of the Board minutes.
6. If there are no requests for a transfer between buildings, and the District finds it necessary to involuntarily transfer a teacher from a building where there is a surplus of teachers to a building where an opening exists, it will be the least senior teacher in the tenure area in the building where the surplus exists who is involuntarily transferred.

## ARTICLE 25

### GRIEVANCE PROCEDURE

#### A. Definitions

1. **Grievance:** Any disagreement relating to the meaning or interpretation of or compliance with any provision of this agreement shall constitute a grievance, upon being committed to writing.
2. **Aggrieved Party:** Any teacher, group of teachers, or the Association, filing a grievance.
3. **Party in Interest:** The teacher, the Association, and/or the party named in the grievance who is not the aggrieved party.
4. **Grievance Committee:** A committee selected and organized by the Teachers' Association.
5. The term "**Supervisor**" shall mean the grievant's immediate Supervisor or a District appointed representative.

#### B. Procedures

1. All written statements of grievance will include:
  - a. The name and position of the aggrieved party.
  - b. A statement of the nature of the grievance.
  - c. The identity of the provision of this agreement alleged to have been violated.
2. All decisions will be rendered in writing at each stage of the grievance procedure, setting forth the decision and reason(s) therefore. Each decision will be transmitted to the grievant and the Association.
3. The preparation and processing of the grievance is the responsibility of the aggrieved party.
4. Grievance hearings will normally take place outside of scheduled school hours for the parties appearing, unless otherwise mutually agreed upon.

5. The Superintendent and the Teachers' Association agree to assist in any investigation which may be required. The aggrieved party or his/her representative may request materials and relevant documents concerning the alleged grievance.
6. The aggrieved party and any party in interest will have the right at all stages of the grievance to confront and cross examine all witnesses called against him/her, to testify and to call witnesses on his/her own behalf.
7. If a grievance affects a group of teachers and involves an interpretation of the contract affecting system-wide matters, it may be submitted by the Association directly at Stage 2 described below, within forty-five (45) calendar days of the act, occurrence or event claimed to have constituted a violation of the contract.

**C. Time Limits and Procedural Stages**

1. All hearings shall be held in executive session.
2. **Stage One: Immediate Supervisor**

Any party having a grievance will present it in writing and then discuss it with his/her immediate supervisor, within forty-five (45) calendar days following the act, occurrence or event claimed to have constituted a violation of the contract. The supervisor will confer with the parties in interest within seven (7) calendar days of receipt to the written grievance. The supervisor shall render a decision in writing to the aggrieved party within seven (7) calendar days after the conference.

3. **Stage Two: Chief School Administrator**

If the party initiating the grievance is not satisfied with the decision at Stage 1 and wishes to proceed with the grievance procedure he/she shall, within fourteen (14) calendar days, file a written appeal with the Chief School Administrator. The Chief School Administrator or designee shall hold a hearing with the aggrieved party and party(s) in interest, within twenty-one (21) calendar days of receipt of the appeal. Following said hearing the Chief School Administrator shall render a decision, within fourteen (14) calendar days.

4. Stage Three: **Arbitration**

If the aggrieved party is not satisfied with the decision at Stage 2, he/she may, with the consent of the Association, appeal the decision to arbitration as follows:

- a. The aggrieved party shall notify the Chief School Administrator that he/she is not satisfied with the decision rendered in Stage 2 and he/she is requesting that it be reviewed by an arbitrator. Such request shall be made within fourteen (14) calendar days of the receipt by the aggrieved.
- b. The President of the Association or a NYSUT Field Representative shall contact a designated representative of the District to select an arbitrator in the following manner:

The Association and District shall maintain a list of five (5) permanent arbitrators, jointly chosen. The alternate strike method shall be employed to select the arbitrator. If the chosen arbitrator is not available within a reasonable length of time, another arbitrator shall be chosen.

- c. The Voluntary Labor Arbitration Rules of the American Arbitration Association shall be followed with respect to hearings and procedures. The Arbitrator shall set forth his/her recommendations, reasons, and conclusions of law on the issue submitted to him/her. The Arbitrator shall not recommend any alteration, modification, addition or reduction in meaning in this agreement.
- d. The decision of the Arbitrator shall be **final** and **binding** for all grievances **with the exception** of grievances related to alleged violations of:

<u>Article</u>	<u>Sub-part</u>
5	A,C,D,G
7	B
8	A,B,C,D,E (with respect to F, it is understood that the arbitrator has no jurisdiction in connection with reasonableness or content of letter)



<u>Article</u>	<u>Sub-part</u>
9	A,B
11	A,B,C,D
13	A
14	A,B,C,D,E,F,G
15	A
16	A,B,C
17	A

in which cases the arbitrators award shall be **advisory** only.

- e. All fees and expenses of the Arbitrator shall be shared equally by the aggrieved party and the School District.
- f. In the case of Advisory Arbitration, the Board of Education shall render its decision within twenty-one (21) calendar days of receipt of decision of the arbitrator. The decision of the Board of Education shall be final on all items not subject to Binding Arbitration, unless reversed by the Commissioner of Education.

## ARTICLE 26

### SICK LEAVE BANK

Effective April 1, 1979, there shall be established a Sick Leave Bank subject to the following terms and conditions:

#### A. Membership

Membership in the Bank shall be comprised of all Central Square school teachers and members of the administrative bargaining unit (hereafter "teachers") who (a) are covered by the collective bargaining agreement, and (b) were voluntarily enrolled in the Bank and had contributed the required number of sick days from their personal account as of the immediate preceding enrollment period.

The first enrollment period shall be the period from April 1, 1979, to May 31, 1979. Succeeding enrollment periods shall be the periods from September 1 to October 31 of succeeding years or within sixty (60) days of date of hire, if not hired on September 1. To achieve membership in the Bank, a teacher must complete the prescribed form and must contribute sick days from that teacher's personal account equal to the number of sick days said teacher would have contributed if continuously enrolled in the Bank from the date of establishment of the bank or, if later, the date of said teacher's first employment with the District. The above described initial contribution will not exceed a maximum of twenty (20) days per entering teacher.

**B. Contributions**

Each teacher who wishes to become enrolled in the bank as of the first enrollment period shall contribute one sick day from such teacher's personal accumulated sick leave account. There shall be an additional assessment of one day's sick leave from each member's account in each succeeding September 1st that, as of said September 1st, there are less than 500 unused sick days in the Bank. Additional assessments may be made when mutually agreeable by the Association and District. Any member withdrawing from the Bank shall forfeit all prior sick day contributions to said bank.

**C. Sick Leave Committee**

A Sick Leave Committee shall be formed consisting of two designees of the District and two designees of the Association. Such Committee shall have authority to grant up to a maximum of forty-five (45) sick days to any one-member teacher in any one school year or to any one-member teacher for any one serious sickness or injury. In the event of any impasse, such Committee may select a mutually agreeable fifth member for the purpose of resolving such impasse. The Committee, upon request, shall make available to the Association and the District an accounting of application and days expended. All votes taken by the Sick Leave Committee shall be confidential.

**D. Board of Education**

The Board of Education, in its sole and exclusive discretion, shall have the authority to grant additional sick days from the Bank to any member teacher who has exhausted the forty-five (45) sick days previously granted by the Committee. The Committee in its discretion, may submit a recommendation to the Board in regard to any application for additional sick days.

**E. Eligibility**

To be eligible to receive sick days from the bank, a teacher must meet the following conditions:

1. Be a member of the Bank as of the date the serious sickness or injury first arises or is first diagnosed.
2. Have missed at least thirty (30) consecutive school days solely because of such serious sickness or injury. In the event of a teacher missing thirty (30) consecutive school days because of serious sickness or injury, then returning to work for several days, and then being forced to return to sick leave because of the same initial condition, there will be no additional thirty (30) day waiting period required.
3. Provide both the District and Committee with such medical proof or documentation as either the District or Committee may request either at the time of application or at any time during the period of the serious sickness or injury. The District may, at its expense, require examination by a doctor or doctors designated by the District during the period of such serious sickness or injury.

**F. Determinations**

It is the intent that sick days will be granted from the Bank only in cases of serious sickness or injury, as generally regarded by the medical profession, which are of an unforeseeable and unavoidable nature. The Committee and the Board shall be granted wide discretion in determining whether a member shall be granted sick days from the Bank and may impose conditions on such grants such as, but not limited to, a further portion or all of the unused sick days in the teacher's personal account be first exhausted or that a certain rehabilitation program be followed. Determinations of either the Committee or the Board of Education relating to the Sick Bank shall not be subject to the grievance or arbitration provisions of the labor contract. Whether a member receives or does not receive sick days from the Bank shall neither add to nor diminish such member's rights and liabilities under the Education Law.

**G. Notification**

With the first pay check in September, teachers shall be notified of the number of sick days accumulated as of the preceding June 30.

**ARTICLE 27**

**TERMINATION AWARD**

The Central Square Central School District recognizes the dedication and outstanding service rendered by its most senior faculty members. The District is not interested in seeing the most veteran staff members leave its employ. However, to recognize long and dedicated service, the following termination award is agreed upon:

**A. Qualification**

1. A Central Square School District teacher, with at least fifteen (15) years of service to the District, may participate in this program.
2. The qualified teacher must submit a Letter of Declaration to terminate employment with the District to the Superintendent of Schools according to the following schedule:

<u>Letter of Declaration Submitted By</u>	<u>For Termination</u>
October 1	At end of 1st Semester of that school year.
February 1	By June 30th of that school year.

- B.** This award will be paid to the qualified participant leaving the District in February or July. In the event of termination during the school year, such check will be paid after the last regular paycheck. This check will be in addition to the regular contract salary for the participant.

**C. Computation of the Award**

1. The Participant will be paid \$600.00 for each full year of service to the District.
2. Provided the participant has accumulated at least fifty (50) sick days by the date of termination, minus any days granted by Sick Leave Bank, the participant will receive \$30.00 per day for accumulated sick leave.

3. a. At the time of termination, the participating teacher may elect to have the award, or any portion of the award, calculated under 1 and 2 above, remain with the District to pay the teacher's share of the health insurance coverage as provided under Article 20, Section A of this contract.
- b. Annually, the District will provide a written statement to the participating teacher as to the amount of money remaining with the District.
- c. In the event of death, any unused monies will be returned to the designated beneficiary so designated on a District provided form.
- d. The provision of C.3.c. above must be so designated to the District in writing.

D. **Exceptions**

The termination award described above will not be paid to any teacher who:

1. Upon leaving the District takes a position with any other school district in New York State.
2. Is discharged by the District under provisions of the Education Law of New York State.

E. **Death Benefit**

If a teacher dies while in the employ of the District, the designated beneficiary, as designated on a District provided form, will be paid according to this Article.

## ARTICLE 28

### **TEACHER ON SPECIAL ASSIGNMENT**

- A. Any bargaining unit member who, on the basis of his/her special knowledge and abilities, is selected to serve the District on a districtwide basis in a capacity other than classroom instruction and/or the furnishing of direct student services shall be designated a teacher on special assignment when appointed to such position by the Board.

- B. Appointments to a teacher on special assignment shall not continue, except under extreme circumstances or with the approval of the Association, for more than two consecutive years.
- C. The bargaining unit member selected for the special assignment will have the right to return to the same position which (s)he left to assume the responsibilities of a teacher on special assignment provided that the position still exists. This assignment shall not involve the supervision or evaluation of bargaining unit members employed by the District.

## ARTICLE 29

### MISCELLANEOUS PROVISIONS

- A. This agreement will constitute the full and complete commitment between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary and mutual consent of the parties in a written and signed amendment to this Agreement.
- B. If any provision of the Agreement or any application of Agreement to any teacher or group of teachers is found contrary to law, then such provisions or application will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.
- C. Copies of the Agreement will be furnished to all teachers as soon as possible. The cost will be borne equally by the Board of Education and the Association.
- D. The Association will be supplied fifty (50) extra copies of the Agreement and the Board of Education will have an allocation of fifty (50) copies.
- E. The District shall provide an additional telephone in each building for teachers to conduct school related business. Every effort will be made to provide a private location for such telephone; such location to be specified by the Building Principal subject to the concurrence of a designated CSTA building representative.

- F. In the event that the District reconfigures the existing grade alignments by the building of new buildings or the altered use of existing facilities, the District will meet with the Association to negotiate procedures for determining the staffing of such building(s). During such negotiations the issues to be addressed shall include concerns for procedures for transfers, including the consideration of teacher seniority, and concerns relating to insuring that the staff have appropriate balances of experience and training.
- G. **Days for Individual Education Plans (IEP's)**  
Bargaining unit members required to submit Individual Education Plans (IEP's) and/or Annual Reports shall be provide with at least two (2) days during the school year free of instructional/supervisory duties for the purpose of writing IEP's or Annual Reports. The two (2) days shall be mutually agreed to between the building principal or the Director of Special Education and the individual teacher of special education. The two (2) days may be one-half (1/2) or full days, but no less than one-half (1/2) days. If the days are ½ or another fraction, the total of days available in any one school year shall nevertheless at least equal two (2) full days.

## ARTICLE 30

### BLOCK SCHEDULING AGREEMENT

A Pilot Program for Block Scheduling shall be implemented at the Paul V. Moore High School beginning with the 1999-2000 school year. During the term of the Pilot Program, or during any subsequent school year in which Block Scheduling is utilized in any building, staff shall be provided one (1) full block daily for planning/preparation. Secondary teachers sharing a common planning block may use this time for joint activities. Secondary teachers may also be requested to use up to one-half (1/2) of their planning block for such joint activities on an as-needed, but not frequent, basis, unless volunteered by the secondary teacher.

In addition, staff shall not be required to conduct more than five (5) instructional blocks over the course of a two (2) day period nor shall they be required to supervise more than one (1) Academic Advisement block over the course of a two (2) day period unless volunteered by the unit member. Staff shall also not be assigned to more than two and one-half (2-1/2) continuous instructional/supervisory blocks on any day.

At the completion of each of the first three years of the program, the P.V. Moore High School Site Level Team will be offered the opportunity to make recommendations to the Superintendent and the Association President regarding changes in program.

Any existing contractual provision, in effect as of June 30, 1998, not explicitly amended, negotiated or overruled by this amendment will remain in full force and effect. Further, should the Alternate Day Block Scheduling program be discontinued, the existing related contract provisions effective on June 30, 1998, will be reinstated in full.

## ARTICLE 31

### DISTANCE LEARNING

Effective July 1, 1999, the District and the Association will institute Distance Learning and incorporate this Agreement as a new Article in the 1998-2002 Collective Bargaining Agreement.

#### SECTION 1 – PURPOSE

- 1.1 Basic Purpose. The purpose of this agreement is to establish a plan pursuant to Articles 5 and 5-G of the General Municipal Law and sections 1709 (3), (4), (5), (13), and (33), 1950 (4) (bb), 1952 and 1981 of the Education Law, which will enable Participants to jointly provide interactive television and related technologies to students attending the Central Square Central School District. The plan shall be known as the Distance Learning Project (the "Project").
  
- 1.2 Expanded Education Opportunities. The Central Square Distance Learning Project is designed to offer expanded learning opportunities for students enrolled in the district through the use of interactive television and related technologies. This involves a live classroom teacher providing simultaneous instruction to students located in other locations throughout the service area. It is understood that the potential for this medium of instruction is as yet undefined even though initial ventures, entered into by other BOCES, demonstrate that both the means of delivery and program quality can have a positive impact on both the breadth and depth of current offerings.



- 1.3 Covenant of Good Faith. It is important to acknowledge the contribution that distance learning can make on school programs and to develop a "good faith" understanding about what it is and what it is not intended to accomplish. The following guidelines establish a beginning parameter in response to this need.

## SECTION 2 – EMPLOYMENT CONDITIONS

- 2.1 Voluntary Participation. The teaching of a class or classes through distance learning shall be voluntary.
- 2.2 Tenure Rights of Participating Teachers. No regularly appointed part-time probationary or tenured teacher in a tenure area shall be subject to a reduction in force, in whole or in part, predominantly as a result of the district sending/receiving courses in that tenure area through the Distance Learning Project. Teachers participating in the Distance Learning Project will continue to receive seniority and tenure credit in the Central Square Central School district on the same basis as they were prior to participation in the Distance Learning Project.
- 2.3 Seniority Rights of Participating Teachers. Participating teachers shall continue to accrue seniority in the Central Square Central School District on the same basis as they were prior to participating in the Distance Learning Project.
- 2.4 Employment Conditions. Distance learning teachers shall be subject to the terms and conditions of the contract currently in effect.
- 2.5 Work Load and Assignment. Distance learning is viewed as a means to improve and expand student learning opportunities. The school district acknowledges that teachers who are teaching a distance learning course need additional time and support in order to prepare materials for instruction. The parties additionally acknowledge that first-time distance learning teachers may need special assistance. Insofar as is feasible and necessary, a Distance Learning teacher's workload will be adjusted to provide additional time for preparation.
- 2.6 Supervision of Distance Learning Room. Supervision at a distance learning site must be provided by the school district receiving such instruction.

## SECTION 3 – SELECTION OF CURRICULUM, GRADING, AND SPECIAL CONDITIONS

- 3.1 Selection of Courses. The Site Level Building Team may make recommendations concerning courses to be offered, curriculum, necessary and appropriate materials and use of technology.
- 3.2 Conditions Relating to Central Square Central School District as a Transmitting School District.
  - 3.2.1 Any program delivered from the Central Square Central School District, for the purpose of educating school age children during regular school hours, shall be taught by a bargaining unit member. Due to the interactive nature of the technology, the transmission must be live; subsequent use of taped recordings of live transmissions will be primarily for the purposes of student review, makeup, or in-service training amongst the participants of the Distance Learning Project. Prior to the use of a videotape of a live transmission for in-service training of teachers in the district or other districts, the transmitting teacher will be asked to give his or her consent. The transmitting teacher is encouraged to consent to such use.
  - 3.2.2 The time of the transmission will be determined by Central Square Central School District in cooperation with other Distance Learning providers, generally within the normal confines (starting and ending time) of the daily schedule of classes.
  - 3.2.3 The teacher shall not have responsibility to maintain or repair any equipment used in transmitting the lesson or any equipment used in responding to the inquiries of those receiving the broadcast. Operational responsibilities shall be minimal and appropriate training provided.
  - 3.2.4 The number of students in a course, including those at receiving sites, shall not exceed the contractual guidelines in the Central Square Central School District for teachers in the particular discipline being offered.
  - 3.2.5 All grading of schoolwork and tests shall be done in the transmitting school district by the transmitting teacher who will cooperate with a designated person in the receiving school for these purposes. The transmitting teacher will send grades to the receiving school at the time, and in the manner, when he/she turns in grades in the transmitting school district.

- 3.2.6 The Central Square Central School District transmitting teacher shall not be expected nor required to attend any functions in the receiving school districts, but will be available to receiving students and their parents in the same manner that he/she is available to transmitting school students and parents. (As an example, the out-of-district parents will be invited to Open House in the same manner as transmitting school parents, and the transmitting school district teachers will not be expected to, or required to, attend the receiving school's Open House). The transmitting teacher, with Superintendent's approval, and the receiving district may make mutually acceptable arrangements for attendance at such functions beyond the limits as described above. Compensation and mileage for attendance at such functions shall be made in a manner commensurate with chaperone pay in the current collective bargaining agreement.
- 3.2.7 In the event of the transmitting teacher's absence, the Central Square Central School District shall be expected to provide a trained substitute when it elects to transmit.
- 3.2.8 Evaluation of the transmitting teacher will be done in accordance with any applicable provisions of the negotiated agreement in effect in the transmitting school district except that the Professional Performance Review of a unit member shall not be based on any Distance Learning course without the expressed written consent of the unit member. Any complaint with respect to the transmitting teacher's performance originating in a receiving district will be made known to the transmitting teacher. The Distance Learning equipment will not be used without consent to monitor the teaching performance of a transmitting teacher.
- 3.2.9 Any audio-visual tapes of the classes are the property of the District and the District may make such tapes available for the teacher's personal, professional, non-commercial use.
- 3.2.10 The calendar of the Central Square Central School District shall be used for each course being transmitted by Central Square Central School District.
- 3.2.11 Textbooks for Distance Learning courses are determined by the transmitting district in conformity with its normal practice.

3.3 Conditions Relating to Central Square Central School District as a Receiving School District

3.3.1 The Central Square Central School District shall not require its bargaining unit employees to be responsible for grading or lesson planning of any received classes except in those circumstances where a Central Square Central School District teacher is assigned a class as part of his or her regularly assigned teaching duties. Where teachers have the appropriate expertise, such teachers are encouraged, not mandated, to assist and provide extra help to receiving students when needed.

3.3.2 Any district employee may be assigned to the receiving class to provide technical assistance to the students and be available to operate cameras other equipment and be available to liaison with the transmitting teacher.

3.3.3 If the employee thus assigned is a member of this bargaining unit, maintenance of equipment shall not be his or her responsibility. If the unit member is required to attend meetings in the sending school, the district shall be responsible for mileage, if use of a school vehicle is not feasible. If the person assigned is requested to attend meetings outside of normal work time, the meetings shall be at mutually agreeable times and compensated commensurate with chaperone pay in the current collective bargaining agreement.

3.3.4 If the district assigns a teacher to a receiving class, such assignment shall count in the teacher's normal load in accordance with the provisions of the negotiated agreement.

3.4 Ownership and Title to Equipment and Instructional Material.

Ownership of materials, equipment and textbooks should be retained by the school district purchasing the item. Any material produced for transmission shall be considered as a work for hire and the transmitting school district shall retain the copyright. The receiving school district shall be granted a non-exclusive license and right to use such material in its school district for instructional and training purposes.

SECTION 4 – TECHNICAL AND SUPPORT SERVICES

4.1 Technicians and Technical Services. The Central Square Central School District shall provide technical support and training to correct minor technical problems as needed to each distance learning site.

- 4.2 Training. The parties agree that training for participating bargaining unit members will be provided. The cost(s) of appropriate training shall be established and borne by the District. Compensation, if any, for such training for those participants conducted outside the school day shall be subject to the applicable provisions of the teachers' association and school district's negotiated agreement. Training that is provided outside the contractual day will pay a stipend as set annually for curriculum work and staff development. Alternately, this training does qualify for SDIS hours under Category II.

#### SECTION 5 – PARENT/TEACHER/COMMUNITY RELATIONSHIPS

- 5.5 Visitors/Access to Program. Central Square Central School District Distance learning sites should be open to parents and visitors from the public and other school personnel on an appointment basis.

#### SECTION 6 – RESOLUTION OF DISPUTES

- 6.1 Grievances affecting an individual's terms and conditions of employment as contained within this agreement shall be filed in accordance with the terms and procedures of the negotiated agreement. Parties to this agreement specifically agree that the definition of grievance as contained within the negotiated agreement shall include grievances involving provisions of this agreement that affect an individual's terms and conditions of employment.

This agreement shall remain in full force and effect through June 30, 2002 and shall become a new article entitled, Distance Learning, in the 1998-2002 collective bargaining agreement.

**ARTICLE 32**  
**IMPLEMENTATION AND AMENDMENT**

- A. This agreement shall become effective upon its approval by a majority of the Association members and Board of Education.
- B. This agreement is made and entered into to become effective July 1, 1998, unless otherwise specified, for the duration of four (4) years ending June 30, 2002, by and between the Superintendent of Central Square Central School and the Central Square Teachers' Association.
- C. This agreement may be amended by mutual consent of both parties with written evidence of said consent being presented by each party to the other, and signed by the President for the Association and the Superintendent.

**ARTICLE 33**

**COMPLIANCE WITH THE LAWS OF 1969 - AGREEMENTS BETWEEN**  
**PUBLIC EMPLOYERS AND EMPLOYEE ORGANIZATIONS,**  
**SECTION 204(A) TAYLOR LAW**

Any written agreement between a public employer and an employee organization determining the terms and conditions of employees shall contain the following notice in type not smaller than the largest type used elsewhere in such agreement:

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

August 4, 1999  
Date

By: William Curran  
William Curran, President  
Central Square Teachers Association

August 4, 1999  
Date

By: Walter J. Doherty  
Dr. Walter J. Doherty, Superintendent  
Central Square Central School District

## APPENDIX "A"

### Memorandum of Understanding

This Memorandum of Understanding is entered into this 3 day of May, 1996 by and between the Central Square Central School District (hereinafter the "District") and the Central Square Teachers Association (hereinafter the "Association") for the purpose of resolving a potential conflict between certain provisions of the parties' collective bargaining agreement (hereinafter the "Agreement") and the District's submission of a Shared Decision Making Plan (hereinafter the "Plan") in fulfillment of its responsibilities as set forth in Section 100.11 of the Regulations of the Commissioner of Education.

**WHEREAS**, Article 25 of the 1989-93 Agreement was entitled Instructional Policies Advisory Council (I.P.A.C.) and sets forth the duties and responsibilities of advisory groups within the school system with respect to certain educational issues; and

**WHEREAS**, the District has prepared and formally adopted a Shared Decision Making Plan in conjunction with designated representatives of the Association, representatives of other employee organizations within the District, and with residents of the community; and

**WHEREAS**, The Plan has, in accordance with Section 100.11 of the Regulations of the Commissioner of Education, been submitted to and approved by the State Education Department; and

**WHEREAS**, there are, or at least may be, certain areas within the Plan that conflict with certain provisions of Article 25 of the former Agreement; and

**WHEREAS**, the parties believe that it is in their mutual best interests to clarify the relationship between such contractual obligations and the Plan, and to do so in writing to insure that there is no doubt as to such relationship;

**NOW, THEREFORE, IT IS AGREED** by and between the undersigned parties as follows:

1. The provisions of Article 25 of the former 1989-93 Agreement shall be, and hereby are, deemed null and void as of July 20, 1995 and shall continue to be null and void unless and until the District no longer participates in a Shared Decision Making Plan as set forth in Section 3 below.

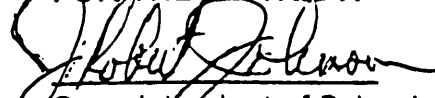
2. The provisions of the Plan shall be, and hereby are, effective as of July 1, 1995 If there are any disputes with respect to actions taken pursuant to the Plan, such disputes shall be resolved in accordance with the dispute resolution mechanism set forth within the Plan. If the District takes any action based upon determinations made through the Plan, or acts contrary to the provisions of the Plan, and such disputes are not resolved in a manner satisfactory to the Association, such disputes may be submitted to the Commissioner of Education in accordance with Section 310 of the Education Law.

3. In the event that the district no longer participates in a Shared Decision making Plan, regardless of whether such plan is required by the Regulations of the Commissioner of Education, then the provisions of Article 25 of the 1989-93 Agreement shall be reinstated to the same extent that existed in the 1989-93 contract and shall be enforceable to the same extent as in the 1989-93 Agreement, i.e. by submission to advisory arbitration in accordance with the provisions of the Agreement.

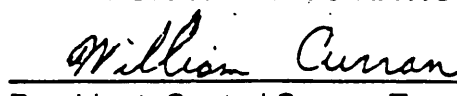
4 It is expressly understood that the provisions of the Plan, as now exist or as such Plan may hereafter be modified in accordance with the terms of the Plan or the Regulations of the Commissioner of Education, are not subject to the Grievance Procedure as set forth in Article 25 of the parties' current Agreement. It is further understood, however, that if any determination is made in accordance with this Plan, and thereafter carried out by the District, such determination, if it infringes upon the rights expressly accorded any teacher(s) or the Association by the Agreement, shall be subject to a grievance in accordance with Article 25 of the Agreement.

5. The terms of this Memorandum of Understanding must be approved by the Association's Executive Committee and the District's Board of Education, in public session, before such Memorandum shall take effect.

FOR THE DISTRICT:

  
Superintendent of Schools

FOR THE ASSOCIATION:

  
President, Central Square Teachers Association

  
President, Board of Education





## APPENDIX "C"

### Saturday Suspension Program

1. Rate of Compensation: \$21.00 per hour for 1998-1999  
\$21.00 per hour for 1999-2000  
\$22.00 per hour for 2000-2001  
\$23.00 per hour for 2001-2002
2. Type of Appointment: Annual
3. Number of Supervisors: A maximum of five (5) staff members will be appointed by the Principal.
4. Administrative support: There will be an administrator on-call (but not necessarily on school grounds) during each Saturday Suspension session.
5. Emergency cancellation: Cancellation of specific Saturday Suspension sessions will be the responsibility of the Principal. Notification of cancellation will be made through conventional media channels.
6. Frequency of sessions: Although Saturday Suspension is intended to be offered every other Saturday during the school year, actual scheduling of specific sessions will be at the discretion of the building principal.
7. Minimum/Maximum Student Number: Efforts will be made to maintain a range of between fifteen and twenty-five students at any given Saturday Session.
8. Renegotiation provision: All aspects of this agreement are subject to renegotiation as needs mandate.

## APPENDIX "D"

### Extended Day Program

1. Rate of Compensation: \$1988 per teacher per semester course for 1998-1999  
\$2062 per teacher per semester course for 1999-2000  
\$2140 per teacher per semester course for 2000-2001  
\$2223 per teacher per semester course for 2001-2002
2. Number of teachers involved in program: 2
3. Type of Appointment: Annual
4. Hours of program: Sixty hours per course per semester
5. Renegotiation provision: All aspects of this agreement are subject to renegotiation as needs mandate.
6. Support for curriculum: Each teacher involved in the extended school day revision: program will be provided two (2) discretionary days in order to engage in curriculum revision.
7. Class Size: Per CSTA contract.

**APPENDIX "E"**

**PROFESSIONAL PERFORMANCE REVIEW**  
revised 1994

Prepared by: Greg Keener  
Lynn Lombard  
Elaine Suskin  
Larry Dismore  
David Redmore  
Robert Sherman

*E-1*

## APPENDIX "E" (contend)

### PREFACE

This study on staff evaluation was prepared by a committee of the teachers and administrators assembled by the Superintendent of Schools cooperatively with the President of the Central Square Teachers Association and the President of the Central Square Administrators Association. The committee reviewed existing forms, criteria and practices specified in the Professional Performance Review section of the negotiated agreement between the Superintendent of Schools and the CSTA. Revisions in the document were made to ensure that the evaluation process keeps pace with restructuring efforts in the school as well as providing flexibility for evolving school environments as we move toward the twenty-first century. Furthermore, it is the hope of the Professional Performance Review Committee that this document is a vehicle for continuous progress and change as we strive to improve the educational opportunities for the Central Square School Community.

APPENDIX "E" (cont'd)

Table of Contents

PREFACE	E-2
PHILOSOPHY	E-4
ANNUAL PROFESSIONAL PERFORMANCE REVIEW	E-5
TIME LINE FOR EVALUATION PROCESS	E-6
FORMATIVE PROCESS	E-7
VISITATION PROCESS	E-8
OBSERVATION PROCESS	E-9
SUMMATIVE PROCESS	E-10
REMEDIATION	E-11
REMEDIATION FORM	E-13
POST-CONFERENCE OBSERVATION FORM	E-15
GUIDELINES FOR POST-CONFERENCE OBSERVATION FORM CRITERIA	E-17
SUMMATIVE EVALUATION FORM	E-20
GUIDELINES FOR SUMMATIVE EVALUATION FORM CRITERIA	E-22
APPLICABLE AREAS OF EVALUATION FOR SPECIAL TEACHER GROUPS	E-24
GUIDELINES FOR SUMMATIVE EVALUATION FORM CRITERIA FOR SPECIAL TEACHER GROUP	E-25
SUMMATIVE EVALUATION FORM FOR SPECIAL TEACHER GROUPS	E-28

## APPENDIX "E" (cont'd)

### PHILOSOPHY

The purpose of the professional staff evaluation process within the Central Square Central School District is to foster continuing improvement of performance. The staff member and the evaluator have a shared responsibility for making an individual's performance more successful in terms of service for students in our schools. This involves cooperative effort and mutually open, constructive communication.

#### THE EVALUATION PROCESS WILL PROVIDE FOR THE:

1. Improvement of instruction
2. Identification of strengths and weaknesses
3. Enhancement of strengths
4. Remediation of weaknesses
5. Overall, long range assessment of a staff member's skill and performance.

**APPENDIX "E" (cont'd)**

**ANNUAL PROFESSIONAL PERFORMANCE REVIEW**  
**REGENTS ACTION PLAN - PART 100 OF THE COMMISSIONER'S REGULATIONS**

The governing body of each school district and board of cooperative educational services shall ensure that the performance of all professional personnel, except evening school teachers of nonacademic, avocational subjects, will be reviewed annually.

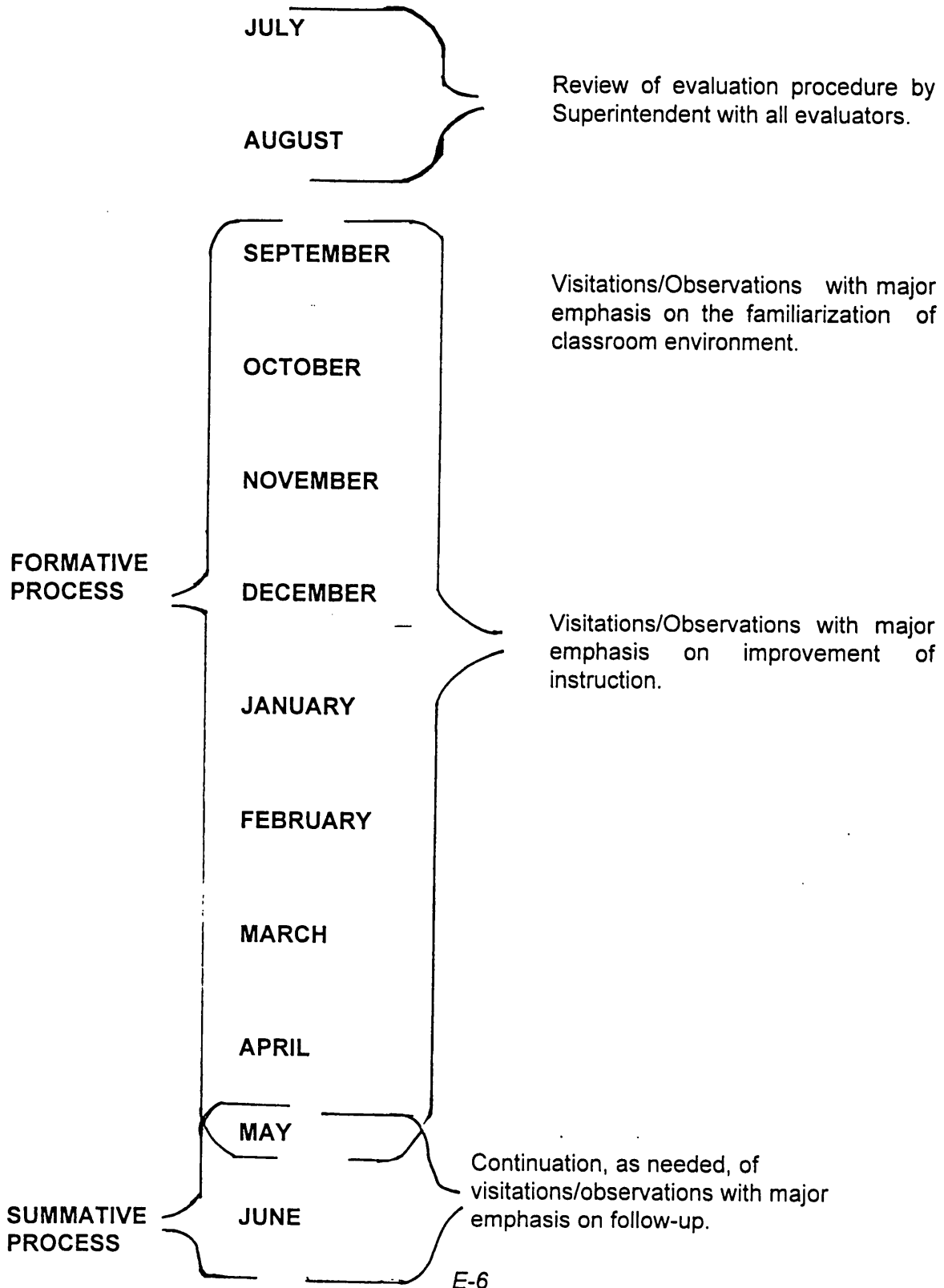
1. Each superintendent, in consultation with teachers, administrators and other school service professionals selected by the superintendent with the advice of their respective peers, shall develop formal procedures for the review of the performance of all such personnel in the district. Such procedures shall be approved by the governing body of the district, filed in the district office, and made available for review by any individual no later than August 1 of each year. Formal procedures for the review of the performance of all such personnel shall include:

- (i) criteria by which all such personnel shall be reviewed and a description of the review procedures;
- (ii) a description of review activities, including:
  - (a) the minimum number of observations;
  - (b) the frequency of observations; and
  - (c) provisions for a follow-up meeting for the reviewer to commend strengths of performance and discuss the need for improvement, if necessary, with the staff person being reviewed;
- (iii) methods used to record review results; and
- (iv) procedures used to:
  - (a) ensure that all such personnel are acquainted with the performance review procedure; and
  - (b) ensure that each individual who is reviewed in accordance with the provisions of this subdivision has the opportunity to provide written comment on his or her performance review.

2. The Board of Education shall annually review the performance of the Superintendent of Schools according to procedures developed by such board in consultation with the Superintendent. Such procedures shall be filed in the district office, and made available for review by any individual no later than August 1 of each year.



TIME LINE FOR EVALUATION PROCESS



## FORMATIVE PROCESS

The formative process is used to assess a staff member's skill and performance based on the visitation/observation process. It will include the development of a remedial plan when unsatisfactory behavior has been identified during the observation process.

### Definition of terms:

**Visitation:** A short visit of at least ten (10) minutes in duration. The purpose of a visitation is to allow the observer to develop a familiarity with the educational environment.

**Observation:** An observation is based on a visit of no less than thirty (30) minutes or two visits within two consecutive days for no less than twenty (20) minutes each. The purpose of an observation is data collection for performance review.

## CRITERIA

1. All Staff members will have a minimum of one (1) visitation per year. A visitation is at least ten (10) minutes long. A written write up is not necessary.
2. A non-tenured staff member will have a minimum of two (2) observations per year.
3. A tenured staff member shall have a minimum of one (1) observation every two years.

## VISITATION PROCESS

The visitation process begins when an evaluator enters the learning environment, either requested or not by the staff member, for the purpose of gaining a better understanding of the various aspects of that environment, including teaching styles, student ability levels, physical settings, etc.

## CRITERIA

1. A visitation will be no less than ten (10) minutes in duration.
2. A feedback session may be initiated by either party.
3. The evaluator, at his/her option, may provide a written notation to the staff member regarding the visitation.
4. A visitation may become an observation or lead into the observation process.

**Learning Environment** - The classroom or other areas where staff member - student contact takes place.

## OBSERVATION PROCESS

The observation process begins when an evaluator enters the learning environment for the distinct purpose of collecting data for performance review. These may be scheduled or unscheduled.

### CRITERIA

1. A pre-conference meeting is encouraged prior to a scheduled observation.
2. Unscheduled observations may occur.
3. An observation will consist of one time period of no less than 30 minutes or two time periods of no less than 20 minutes. When this observation consists of two time periods, it must occur within two consecutive days. The second time period must be a follow up to the first day's lesson.
4. A post conference will be held to discuss the collected data within seven (7) working days.
5. Following a post-conference, a written evaluation of the observation will be completed within ten (10) working days and given to the staff member. The staff member's signature will signify receipt of the written observation. The staff member will have the opportunity to make a written response on the post-conference observation form within seven (7) working days. The written observation and any written responses will be placed in the staff member's personnel file.
6. Because of the value of immediate feedback, the evaluator and staff member are encouraged to respond as soon as possible within each stage.
7. The evaluator will enter in to each category of the evaluation of that area. **S**(Satisfactory), **N**(Needs Follow-up), and **U**(Unsatisfactory) will be used.
8. It is recognized that at some points during the observation process, the terms **S**, **N**, and **U** may not be appropriate. In these cases, **NA**, (Not Applicable) is acceptable to be used (see definition).

Working Day - A day when school is in session.

**NOTE:** The seven (7) day limit may be extended on a day-to-day basis due to extenuation circumstances; i.e., illness, personal/family days, full day conferences and emergency situations. Itinerant staff members must have a post-conference as soon as possible, but no later than 4 cycles.

Pre-Conference - A scheduled meeting between the evaluator and staff member to establish and clarify elements within the scheduled observation. These elements may include objectives of the lesson, parameters of the observation, specific teaching techniques, etc.

Post Conference - A scheduled meeting between the evaluator and the staff member to discuss the collected data from the observation. This meeting will be held prior to the generation of any written observation report. If a remedial plan is necessary, it will be discussed at this conference.

<u>Definition</u> -	<b>Satisfactory</b>	<b>An acceptable performance</b>
	<b>Needs Follow-up</b>	<b>Requires Additional work</b>
	<b>Unsatisfactory</b>	<b>Unacceptable performance</b>
	<b>Not Applicable</b>	<b>Does not apply in this situation</b>

### SUMMATIVE PROCESS

The summative process is used to assess a staff member's skill and potential based on the formative process. It may include the development of a remedial plan.

1. A summative evaluation by the building administrator/program director will occur annually for all staff members.
2. The summative evaluation will be based on the staff member's performance during the school year and be consistent with the other information in the teacher's file.
3. The summative evaluation may include a conference at the request of either the evaluator or staff member.

## APPENDIX "E" (cont'd)

4. Other data sources may be used in the summative evaluation process. Documentation of these other data sources will be given to the staff member.
5. The staff member will have the opportunity to make a written response on the summative evaluation form within seven (7) working days from its receipt.
6. The summative process will be completed no later than the last day of the school year.

Other data sources-Information gathered outside of the normal visitation/observation process, yet within the school environment, which is reflective of the staff member's skill and performance. This information may be of a positive or negative nature. Evaluators may survey the staff as to activities and accomplishments for the school year. Surveys should be written in a manner which is not viewed as punitive if the survey is not completed.

### REMEDIATION

A support team will be established for any staff member who is unsatisfactory in any aspect of his/her performance.

The support team will be comprised of the following:

#### Elementary

Building Principal  
Staff member  
Curriculum consultant  
\* teacher mentor

#### Secondary

Building Principal  
Staff member  
Department head  
\* teacher mentor

\* The teacher mentor will be chosen by a consensus of the three specified members of the team.

## APPENDIX "E" (cont'd)

The remedial support team will develop a plan, which identifies areas of unsatisfactory performance and strategies to improve the staff member's performance.

The plan developed by the remedial support team will include:

1. A narrative statement which identifies and clarifies the area(s) of weakness
2. Strategies designed to remediate the identified weakness (es). The strategies will include but are not limited to the following:
  - a. the use of an outside resource person or specialist.
  - b. the use of another administrator within the district.
  - c. visits to other classrooms.
  - d. staff development opportunities.
3. A time line which indicates the duration and schedule of events necessary to implement the strategies.
4. Materials and resources which are needed.

The written plan will follow the formative, summative or communication which identified the weakness(es) and become part of that communication.

The remedial support team will review the progress made by the staff member and determine whether the plan should be modified, continued or terminated. This determination will be given to the staff member in writing and placed in the personnel file.

Attachment - Remedial Form

REMEDIATION FORM

Date \_\_\_\_\_

Staff Member \_\_\_\_\_

Building \_\_\_\_\_

Remedial Support Team: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Reason for remediation:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Plan for remediation:

List strategies to be used with an outline of resources and expected outcomes as well as a time line for the strategy to be implemented.



APPENDIX "E" (cont'd)

Plan for remediation (cont'd)

Signatures:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

CENTRAL SQUARE CENTRAL SCHOOL  
POST-CONFERENCE OBSERVATION FORM

Type of Observation  
(Note Times)

SCHEDULED	_____ to _____	STAFF MEMBER	_____	DATE OF OBSERVATION	_____
UNSCHEDULED	_____ to _____	GRADE/POSITION	_____	DATE OF PRE-CONFERENCE	_____
INVITATION	_____ to _____	LESSON/ACTIVITY	_____	DATE OF POST-CONFERENCE	_____
EVALUATOR	_____	GROUP SIZE	_____	DATE OF RECEIPT OF REPORT	_____

S = SATISFACTORY

N = NEEDS FOLLOW-UP

U = UNSATISFACTORY \*

**CRITERIA**

This space is provided for the evaluator on the criteria

**PREPARATION**

- 1. Planning ( )
- 2. Organization ( )
- 3. Classroom Environment ( )
- 4. Utilization of Curriculum ( )

**PRESENTATION**

- 1. Rapport with students ( )
- 2. Classroom management ( )
- 3. Recognize and adjust to needs of students ( )
- 4. Congruent to curriculum ( )
- 5. Strategies used to promote student success ( )



**CRITERIA**

This space is provided for the evaluator to elaborate on the criteria

**PRESENTATION (cont.)**

- 6. Organization & Delivery ( )
- 7. Level of student participation ( )
- 8. Utilization of resources ( )
- 9. Motivation of students ( )
- 10. Appropriate use of language ( )  
(verbal/written)

**ASSESSMENT**

- 1. Objective(s) met ( )
- 2. Closure of lesson/activity ( )
- 3. Student achievement ( )

**D. OVERALL LESSON QUALITY ( )**

Discussed areas for potential growth

---



---

STAFF MEMBER=S COMMENT:

---



---

\* needs remediation plan

8

	_____ Date	_____ Signature of Staff Member	_____ Date
c. Personnel file Department file			

E-16

**GUIDELINES FOR POST-CONFERENCE OBSERVATION FORM CRITERIA  
PREPARATION**

**1. PLANNING**

Evidence exists that a general outline of the work to be accomplished has been developed. This may include objectives, content, procedures (techniques), activities, materials, and assessment.

**2. ORGANIZATION**

Evidence that a sense of flow exists during the lesson/activity. This may include room layout and availability of supplies and materials needed for the lesson/activity.

**3. CLASSROOM ENVIRONMENT**

Evidence that the room appears organized for class activities. Classroom reflects an environment, which stimulates student learning. This may include bulletin boards, displays, learning centers and desk arrangement.

**4. UTILIZATION OF CURRICULUM**

Evidence that the lesson/activity is applicable to the district curriculum. This may include interdisciplinary projects.

**PRESENTATION**

**1. RAPPORT WITH STUDENTS**

Evidence that the staff member relates to the students in a fair, consistent and cooperative manner. This may include an understanding of individual differences, an evidence of a caring attitude and a sense of "boundaries" respected by the students.

**2. CLASSROOM MANAGEMENT**

Evidence that the staff member has established a learning environment, which enhances student attention, tasks accomplishment and adherence to classroom guidelines for behavior and conduct. Disciplinary measures, when applied, are used in a fair and consistent manner. The teacher shows an awareness for conditions, which may cause potential problems. The group, as well as individual students, shows a respect for the teacher and responds to requests made by the teacher.

## APPENDIX "E" (cont'd)

### 3. **RECOGNIZE AND ADJUST TO NEEDS OF STUDENTS**

Evidence that the staff member recognizes individual needs and adjusts the lesson/activity to meet these needs. This may include the ability to various situations, i.e. the disruptive students, announcements and emergencies. Strategies are used which recognize different learning styles.

### 4. **CONGRUENT TO THE CURRICULUM**

Evidence that the staff member shows an understanding of the student's ability level and degree of mastery of each area of the curriculum. In addition, there is evidence that the staff member has a clear topic in mind, is on task and has the lesson/activity sequentially arranged.

### 5. **STRATEGIES USED TO PROMOTE STUDENT SUCCESS**

Evidence that the staff member incorporates strategies, which promote student success. Strategies could include praise, activities, which allow for levels of student ability as well as address different learning styles.

### 6. **ORGANIZATION & DELIVERY**

Evidence that the staff member has divided the lesson/activity into its components, so as to give a fluent and cohesive presentation.

### 7. **LEVEL OF STUDENT PARTICIPATION**

Evidence that the staff member promotes student participation in the learning process. Students demonstrate active involvement at an appropriate level of participation.

### 8. **UTILIZATION OF RESOURCES**

Evidence that the staff member uses available materials and equipment appropriately, i.e., aids, supplies, learning centers, AV materials, books, instructional technologies, articles and maps, which contribute to student learning within the lesson/activity.

**APPENDIX "E" (cont'd)**

**9. MOTIVATION OF STUDENTS**

Evidence that the staff member uses varied techniques and strategies to involve and direct the student learning process. Evidence that the staff member is enthusiastic about the lesson/activity and he/she imparts this enthusiasm to the learner.

**10. APPROPRIATE USE OF LANGUAGE**

Evidence that the staff member uses proper grammar when speaking and writing. This may include voice inflection and articulation.

**ASSESSMENT**

**1. OBJECTIVE(S) MET**

Evidence that the staff member has evaluated the effectiveness of the lesson/activity through measurable student outcomes.

**2. CLOSURE OF LESSON/ACTIVITY**

Evidence that the lesson/activity had a purpose and progressed to a sound conclusion.

**3. STUDENT ACHIEVEMENT**

Recognition of the assessment used in the activity and/or lesson and the appropriateness of the instrument to the lesson/activity.

**OVERALL LESSON QUALITY**

Recognition of the quality of the entire lesson or activity.

APPENDIX "E"(cont'd)

CENTRAL SQUARE CENTRAL SCHOOL  
SUMMATIVE EVALUATION FORM

STAFF MEMBER \_\_\_\_\_ DATE OF RECEIPT OF REPORT \_\_\_\_\_  
SCHOOL YEAR \_\_\_\_\_

POSITION \_\_\_\_\_ APPOINTMENT: Probationary/Tenure (circle)  
SCHOOL \_\_\_\_\_ BUILDING ADMINISTRATOR/  
PROGRAM DIRECTOR \_\_\_\_\_

S = Satisfactory                      N = Needs follow-up                      U =Unsatisfactory \*

CRITERIA

- 1. Organization & Preparation (planning and record keeping).....( )
- 2. Instructional Effectiveness.....( )
- 3. Knowledge of Subject Matter/Curriculum..... ( )
- 4. Effective Assessment of Student Achievement.....( )
- 5. Classroom Management..... ( )
- 6. Attitudes
  - a. Demonstrates responsibility.....( )
  - b. Demonstrates willingness to grow.....( )
  - c. Utilizes opportunity for Professional Development.....( )
- 7. Cooperation and Interaction with
  - a. Administration.....( )
  - b. Peers.....( )
  - c. Parents and Community.....( )
  - d. Support Staff and Other Resources.....( )
- 8. Attendance.....( )

The back of this form is provided for the supervisors to elaborate on the criteria.

- Needs remedial plan.

APPENDIX "E"(cont'd)

Immediate Supervisor's Comment (s):

\_\_\_\_\_  
Signature of Immediate Supervisor / Date

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Staff Member's Comment (s):

\_\_\_\_\_  
Signature of Staff Member / Date



**GUIDELINES FOR SUMMATIVE EVALUATION FORM CRITERIA**

- A. Organization and Preparation (planning and record keeping)**  
Evidence exists that a general outline of the work to be accomplished has been developed. This may include objectives, content, procedures (techniques), activities, materials and assessment. In addition a process is in place for tracking the performance of the students.
- B. Instructional Effectiveness**  
Evidence that the teacher is using strategies to deliver the curriculum in a fashion, which meets the needs of the students.
- C. Knowledge of Subject Matter/Curriculum**  
Evidence that the staff member has a command of the subject matter being taught demonstrated by a sequencing of the material and application of course content leading to the enhancement of student understanding.
- D. Effective Assessment of Student Achievement**  
Evidence that the staff member regularly uses student assessments to measure student growth and understanding. Assessments should closely parallel the desired student outcomes.
- E. Classroom Management**  
Evidence that the staff member has established a learning environment, which enhances student attention, task accomplishment and regard for others.
- F. Attitudes**
1. **Demonstrates responsibility.**  
Evidence that the staff member adequately executes the tasks affiliated with his/her position in a timely manner i.e. planbooks, meetings, schedules, special assignments/duties. This includes follow-through where needed.
  2. **Demonstrates willingness to grow.**  
Evidence that a staff member revises and/or uses new strategies to improve or enhance his/her performance, on their own or as recommended.

**APPENDIX "E" (cont'd)**

3. Professional development.

Evidence that a staff member participates in professional development activities to include but not limited to:

Workshops  
Conferences  
Superintendent's Conference Days  
Professional Meetings  
Course Work

**G. Cooperation and Interaction**

1. Administration.

Evidence that the staff member works cooperatively with members of the administration.

2. Peers.

Evidence that the staff member works cooperatively with fellow professionals within the department, grade level, building and district.

3. Parents and community.

Evidence that the staff member works cooperatively with parents and community members.

4. Support staff and other resources.

Evidence that the staff member works effectively with support personnel. In addition the staff member employs appropriate resources when necessary.

**E. Attendance**

Staff members are in regular attendance for school, meetings and responsibilities related to work noting reasonable exceptions as they are detailed in the negotiated agreement between the School District and the Teachers Association.

APPENDIX "E"(cont'd)

APPLICABLE AREAS OF EVALUATION FOR SPECIAL TEACHER GROUPS	SPECIAL TEACHER GROUPS		
	Psychologist	Speech Therapists	Guidance Counselor
1. Confidentiality	X	X	X
2. Punctuality	X	X	X
3. Cooperation with			
a. Administration	X	X	X
b. Peers	X	X	X
c. Parents	X	X	X
D. Other district employees	X	X	X
4. Support Agencies	X	X	X
5. Utilization of Resources	X	X	X
6. Rapport with Students	X	X	X
7. Establishes Trusting Environment	X		X
8. Student Needs	X	X	X
a.. Academic	X	X	X
b. Mental/Emotional	X	X	X
9. Record-Keeping	X	X	X
10. Goals	X	X	X
11. Organization	X	X	X
12. Flexibility	X	X	X
13. Self-Confidence	X	X	X
14. Use of English	X	X	X
15. Objective(s) Met	X	X	X
16. Planning	X	X	
17. Professional Development	X	X	X
18. Responsibility	X	X	X

**GUIDELINES FOR SUMMATIVE EVALUATION FORM CRITERIA FOR  
SPECIAL TEACHER GROUPS**

**1. Confidentiality**

Evidence that the staff member demonstrates confidentiality when dealing with student records, professional information, and information obtained from students, parents, and other adults.

**2. Punctuality**

Evidence that the staff member meets time lines and deadlines. This may include meetings, schedules, plan books, special assignments/duties, and the preparation connected with these areas.

**3. Cooperation with**

**a. Administration**

Evidence that the staff member works effectively with members of the administration.

**b. Peers**

Evidence that the staff member works effectively with fellow professionals within the same job assignment.

**c. Parents**

Evidence that the staff member keeps parents involved in the student's educational progress, as needed. This generally involves open, honest, caring and understanding discussions with the parent.

**d. Other district employees**

Evidence that the staff member works effectively with teachers and support personnel.

**4. Support Agencies**

Evidence that the staff member works effectively with outside support agencies, such as the Department of Social Services, Farnham, Alcoholics Anonymous, etc.

**5. Utilization of Resources**

Evidence that the staff member uses materials and equipment appropriate to his/her job assignment.

**6. Rapport with Students**

Evidence that the staff member relates to the student(s) in a fair, consistent, and cooperative manner.

**7. Establishes trusting environment**

Evidence that the staff member establishes an environment where the trust level is such that other staff members are prone to share issues, concerns, and problems that affect their professional lives.

**8. Student Needs**

**a. Academic**

Evidence that the staff member, within the job assignment, addresses the academic needs of the student.

**b. Cognitive/Emotional**

Evidence that the staff member, within the job assignment, addresses the cognitive/emotional needs of the student.

**9. Record Keeping**

Evidence that the staff member maintains and routinely updates professional records appropriate to the job assignment.

**10. Goals**

Evidence that the staff member demonstrates the ability to assess needs and develop appropriate objectives to meet those needs.

**11. Organization**

Evidence that throughout the lesson the staff member demonstrates an orderly flow of events leading to an anticipated outcome.

**12. Flexibility**

Evidence that the staff member recognizes individual needs and adjusts the activity to meet these needs. This may include the ability to adapt to a various situation; e.g., the disruptive student, announcements, and emergencies.

**13. Self-Confidence**

Evidence that the staff member displays poise and maintains a controlled, yet flexible environment throughout the activity.

**14. Use of English**

Evidence that the staff member uses proper grammar when speaking and writing. This may include voice inflection/articulation.

**15. Objective(s) Met**

Evidence that the staff member has analyzed the effectiveness of the activity by evaluating the outcomes.

**16. Planning**

Evidence that the staff member has developed a general outline of the work to be accomplished. This may include objectives, content, procedures (techniques), activities, materials and assessment.

**17. Professional Development**

Evidence that the staff member seeks continued, long-range growth within the profession. In addition, the staff member accepts suggestions and constructive criticism in a fashion designed to improve instruction and techniques. Such professional development may include workshops, graduate work, inservice, committee work, visitation, and readings.

**18. Responsibility**

Evidence that the staff member adequately executes all tasks affiliated with the position of the teacher. This includes "follow through", when needed.

CENTRAL SQUARE CENTRAL SCHOOL  
SUMMATIVE EVALUATION FORM  
FOR SPECIAL TEACHER GROUPS

STAFF MEMBER \_\_\_\_\_ DATE OF RECEIPT OF REPORT \_\_\_\_\_  
SCHOOL YEAR \_\_\_\_\_

POSITION \_\_\_\_\_ APPOINTMENT: Probationary/Tenure (circle)  
SCHOOL \_\_\_\_\_ BUILDING ADMINISTRATOR/  
PROGRAM DIRECTOR \_\_\_\_\_

S = Satisfactory      N = Need for follow-up      U = Unsatisfactory      N/A = Not Applicable

CRITERIA

- 1. Confidentiality.....( )
- 2. Punctuality .....( )
- 3. Cooperation with:
  - a. Administration.....( )
  - b. Peers.....( )
  - c. Parents.....( )
  - d. Other District Employees.....( )
- 4. Support Agencies.....( )
- 5. Utilizes Resources.....( )
- 6. Rapport with Students.....( )
- 7. Establishes Trusting Environment.....( )
- 8. Student Needs
  - a. Academic.....( )
  - b. Mental/Emotional.....( )
- 9. Record-Keeping.....( )
- 10. Goals.....( )
- 11. Organization.....( )

APPENDIX "E"(cont'd)

12. Flexibility.....( )

13. Self-Confidence.....( )

14. Use of English.....( )

15. Objective(s) Met.....( )

16. Planning .....( )

17. Professional Development .....( )

18. Responsibility.....( )

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Immediate Supervisor's Comment (s):

\_\_\_\_\_  
Signature of Immediate Supervisor / Date

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Staff Member's Comment (s):

\_\_\_\_\_  
Signature of Staff Member / Date