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TA/4693

AGREEMENT

COPY

between

CANTON CENTRAL TEACHERS' ASSOCIATION

and the

SUPERINTENDENT OF SCHOOLS CANTON CENTRAL SCHOOL CANTON, NEW YORK

JULY 1, 2004- JUNE 30, 2010
(REVISED)

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

FEB 06 2009

ADMINISTRATION

William A. Meyer
Superintendent of Schools

Bernardino T. Fiocco
President, Teachers' Association

5/28/2008
Date

5/28/2008
Date

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

131



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AGREEMENT

between

CANTON CENTRAL SCHOOL TEACHERS' ASSOCIATION

and

CANTON CENTRAL SCHOOL SUPERINTENDENT

PREAMBLE

In order to effectuate the provisions of Chapter 392 of the Laws of 1967 (Public Employees' Fair Employment Act), to encourage and increase effective and harmonious working relationships between the Canton Central School Superintendent (hereinafter referred to as the "Superintendent"), and professional employees represented by the Canton Central Teachers' Association (hereinafter referred to as the "Association"), and to enable the professional employees more fully to participate in and contribute to the development of policies affecting terms and conditions of employment in the School District so that the cause of public education may best be served in Canton, New York,

THIS AGREEMENT IS MADE AND ENTERED INTO on the 28th day of May, 2008, by and between the Superintendent and the Association. *MTA* *BT F*

RECOGNITION OF UNIT

The Canton Central School District, having determined that the Canton Central Teachers' Association is supported by a majority of the members in a unit composed of all professional, certificated and/or licensed personnel except the Superintendent of Schools, his/her Assistant, and members of the Canton Central Administrators' Association, recognizes the Canton Central Teachers' Association as the exclusive negotiating agent for the personnel in such unit. Such recognition shall be for the maximum period provided by law.

The Superintendent agrees not to negotiate with any organization representing teachers, teaching assistants and nurses other than the Association for the duration of this Agreement.

This recognition constitutes an agreement between the Superintendent and the Association to reach a mutual understanding regarding matters related to terms and conditions of employment. The Superintendent and the Association recognize that they operate in accordance with all statutory provisions of the State, and such other rules and regulations as are promulgated by the Commissioner of Education in accordance with such statutes.

PROCEDURES FOR NEGOTIATION

Upon a request by either party for a meeting to open negotiations, a mutually acceptable meeting date shall be set. All issues proposed for discussion shall be submitted in writing by the Association and the Superintendent at the first meeting. The second and all necessary subsequent meetings shall be called at times mutually agreed upon by the parties.

It is contemplated that this Agreement shall remain in effect until altered by mutual agreement in writing between the parties. General working conditions not specifically contained in the Agreement will be maintained at the standard currently in effect when this Agreement is reached. Change in the general working conditions will not be made without prior negotiation with the Association. Nothing in this paragraph shall be deemed to restrict the prerogatives of the District in changing the size of the staff. Whenever possible, the District will make any necessary staff reductions by attrition.

INTRODUCTION

WMB
BTF
This Agreement, made this 28th day of May, 2008, between the Superintendent of Canton Central School District, St. Lawrence County, New York, hereinafter referred to as the party of the first part, and Canton Central School Teachers' Association, Canton, New York, party of the second part.

WHEREAS, Chapter 392 of the Laws of 1967 (Public Employees' Fair Employment Act) provides that the party of the first part and the party of the second part shall negotiate to reach a mutual understanding regarding matters relating to terms and conditions of employment, and

WHEREAS, the party of the first part has recognized the party of the second part as the exclusive negotiating agent for the unit composed of all professional,

certificated and/or licensed personnel except the Superintendent of Schools, his/her Assistant, and the Canton Central Administrators' Association, and

WHEREAS, after due negotiation, mutual agreement has been reached as to the following matters relating to terms and conditions of employment.

Now, therefore, it is mutually agreed between the parties:

ARTICLE I - SALARY PAYMENT SCHEDULE

- A. Each unit member shall have the option of receiving his/her salary bi-weekly in 21 equal payments or in 26 payments with the last payment made up of the balance of salary due (large June check).
- B. The Superintendent may grant up to two years of military credit and up to a total of fifteen (15) years of teaching and nursing experience, depending on the qualifications of the candidate. The Superintendent may also grant up to fifteen (15) years of experience for service credited as a teaching assistant in the Canton Central School District to teaching assistants who may have experienced a break in service.
- C. If a unit member was credited with fewer years of experience than he/she had actually worked at time of hire, the following shall apply:
 1. At the completion of ten (10) years of service with the Canton Central School District, he/she shall be credited with one-half of the additional years he/she worked.
 2. At the completion of fifteen (15) years of service with the Canton Central School District, he/she shall be credited with the other half of the additional years he/she worked.
 3. For purposes of calculating the credit for additional years worked, the following shall apply: if the unit member worked an odd number of additional years which when divided in half results in a .5 situation, the credit shall be rounded upwards.
 4. Experience which will be credited shall include service in public, private, in-state and out-of-state preK-12 schools, and accredited colleges. Part-time service shall be pro-rated for this additional credit.

- D. If a candidate has one-half year of valid experience, that one-half year will be granted recognition as a full year at the time the unit member is either placed on tenure, or in the case of nurses, after successful completion of three (3) years of service.
- E. After the school calendar has been established, if it appears that two full bi-weekly paychecks cannot be issued in September without paying in advance, a payroll schedule shall be established that will provide two paychecks in September. This may be accomplished by issuing a full check and a partial check, dividing the annual salary by 22 or 27 rather than 21 or 26, or any other solution which best fits the situation. This provision, if invoked, shall supersede paragraph A.

ARTICLE II - PAYROLL DEDUCTIONS

- A. Dues - The unit member may have the option of choosing to have dues withheld in equal, or nearly equal, payments beginning in September and ending in December or in June from his/her bi-weekly pay.
- B. Retirement System Loan - Payroll deductions are authorized for loans granted to unit members by the Retirement System.
- C. Other Group Insurance - It is agreed that the District will provide payroll deduction services for unit members so that they may participate in various group insurance plans.
- D. Direct Deposit - Unit members shall have the option of direct deposit of their paychecks. In coordination with the business office, unit members may select a mutually agreed upon financial institution.
- E. Section 125 Flexible Benefit Plan - The District shall make a flexible spending plan available (pursuant to the IRS regulations) to unit member(s). The flexible spending plan may be utilized for premium payments, dependent care and/or unreimbursed medical expenses. The plan shall be administered by a third party administrator mutually agreeable to the parties. The plan's operating procedures shall be jointly determined by the parties.
- F. No payroll deduction will be made unless the unit member has submitted a written, signed payroll or dues deduction card.

- G. If a unit member leaves District employment during the year, any and all District liability for deductions shall terminate with the unit member's last pay check.
- H. The Association agrees to save and hold harmless the District for any and all damages and liabilities, including litigation expenses, which may arise as a result of making dues deductions.

ARTICLE III - SALARY SCHEDULE

A.

STEP	2004-05	2005-06	2006-07	2007-08	2008-09	2009-10
1	33,456	34,125	34,808	35,710	36,705	37,818
2	34,112	34,794	35,490	36,363	37,374	38,506
3	34,840	35,476	36,186	37,071	38,052	39,201
4	35,360	36,234	36,896	37,793	38,786	39,903
5	36,244	36,774	37,683	38,529	39,535	40,666
6	36,712	37,694	38,245	39,346	40,299	41,443
7	37,232	38,180	39,202	39,930	41,147	42,235
8	37,856	38,721	39,708	40,922	41,752	43,115
9	38,636	39,370	40,270	41,447	42,781	43,743
10	39,520	40,181	40,945	42,030	43,326	44,810
11	40,456	41,101	41,789	42,730	43,931	45,376
12	41,340	42,074	42,745	43,606	44,658	46,004
13	42,276	42,994	43,757	44,598	45,566	46,758
14	43,212	43,967	44,713	45,648	46,595	47,700
15	44,200	44,940	45,726	46,640	47,685	48,767
16	45,188	45,968	46,738	47,690	48,714	49,898
17	46,176	46,996	47,807	48,741	49,804	50,966
18	47,164	48,023	48,875	49,849	50,894	52,096
19	48,204	49,051	49,944	50,958	52,044	53,227
20	49,296	50,132	51,013	52,067	53,194	54,420
21	50,492	51,268	52,137	53,176	54,344	55,614
22	51,740	52,512	53,319	54,343	55,495	56,807
23	53,196	53,810	54,612	55,568	56,705	58,001
24	54,704	55,324	55,962	56,910	57,977	59,257
25	56,264	56,892	57,537	58,311	59,369	60,576
26	57,980	58,515	59,168	59,944	60,822	62,021
27	59,644	60,299	60,855	61,637	62,517	63,528
28	61,464	62,030	62,711	63,387	64,273	65,287
Off Step	2,100	2,200	2,300	2,650	2,750	2,850

1. Effective July 1, 2007,
 - a. Teaching Assistants will be placed on step and receive 50% of that step.
 - b. Non-BA nurses will be placed on step and receive 90% of that step.
 - c. Nurses with a BA/BS will be placed on step.
2. Effective July 1, 2008, teachers and nurses with a Master's Degree receive \$500 added to the proper step.
3. Teachers and nurses who achieve National Board Certification shall receive \$2,500 annually (including masters credit, if applicable) added to the proper step.
4. Pay for graduate or inservice hours shall be as follows:
 - a. For teachers, \$60 per hour (in blocks of six [6] to a maximum of ninety [90] hours); for Teaching Assistants, \$30 per hour (in blocks of six [6] to a maximum of thirty [30] hours) for hours earned after the date of hire; for nurses holding a BA/BS degree, the equivalent of that credited teachers for hours earned after the date of hire; and for non BA/BS nurses, 90% of the equivalent of that credited to teachers for hours earned after the date of hire.
 - b. Courses taken for salary schedule credit beyond permanent certification must offer the potential for benefiting the unit member in the performance of his or her duties in the District.
 - c. Payment for graduate or inservice hours will be adjusted in October and February. Notification of a change in graduate or inservice hours must be submitted on a form to be provided by the District. Such notification shall be made by September 10 or February 10 of such year.
 - d. Anyone wishing to receive inservice credit for any course not offered by the Inservice Committee must apply for and receive prior approval from the Inservice Committee before any work is begun. No more than six credits will be granted per course regardless of the total number of contact hours. Credit will not be granted that would exceed the recommendation of the host institution. The procedures for requesting authorization are described in the January 1991 Inservice Guidelines.

- e. Effective July 1, 1997 any coursework which is required by New York State to maintain certification beyond a Master's Degree ("renewable certification") will not receive pay for hours as provided in Paragraphs 3a and 3b above.

B. Supervisor and Specialist Salary Schedule

Director of Athletics

Salary schedule + \$4,000 stipend, 50% teaching load, and up to 10 days summer @ 1/200 per diem.

Dean of Students

Salary schedule + \$4,000 stipend + up to 2 days summer @ 1/200 per diem.

Director of Guidance

Salary schedule + \$1,100 stipend, and up to 20 days summer @ 1/200 per diem.

High School Guidance Counselor

Salary schedule + \$300 stipend, and up to 10 days summer @ 1/200 per diem.

Middle School Guidance Counselor

Salary schedule + \$300 stipend, and up to 5 days summer @ 1/200 per diem.

Elementary School Guidance Counselor

Salary Schedule and up to 3 days summer @ 1/200 per diem.

Instructional Technology Teacher

Salary schedule and up to 20 days summer @ 1/200 per diem.

School Nurses

Salary schedule and up to 2 days summer @ 1/200 per diem.

Building Council Facilitator

\$1,200 stipend.

Professional Development Council Chair

\$1,200 stipend.

Mentor

\$500 stipend.

ARTICLE IV - EXTRA DUTY

A. Community of Interest - The District and the Association agree that negotiations for Extra Pay for Extra Duty will be conducted between the Superintendent and the Canton Central Teachers' Association only.

B. Salary Schedules

1. Athletics

YEAR	CATEGORY		2004-05	2005-06	2006-07	2007-08	2008-09	2009-10
1	A	Step 1	3250	3380	3515	3647	3784	3926
2		Step 2	3588	3732	3881	4026	4177	4334
3-5		Step 3	4056	4218	4387	4551	4722	4899
6-8		Step 4	4451	4629	4814	4995	5182	5377
9+		Step 5	4898	5094	5298	5497	5703	5917
1	B	Step 1	2787	2899	3015	3128	3245	3367
2		Step 2	3089	3212	3341	3466	3596	3731
3-5		Step 3	3474	3613	3757	3898	4044	4196
6-8		Step 4	3817	3969	4128	4283	4444	4610
9+		Step 5	4207	4375	4550	4721	4898	5081
1	C	Step 1	2309	2401	2497	2591	2688	2789
2		Step 2	2584	2688	2795	2900	3009	3122
3-5		Step 3	2891	3007	3127	3244	3366	3492
6-8		Step 4	3188	3315	3448	3577	3711	3850
9+		Step 5	3494	3634	3780	3921	4068	4221
1	D	Step 1	1388	1444	1502	1558	1616	1677
2		Step 2	1539	1601	1665	1727	1792	1859
3-5		Step 3	1726	1795	1867	1937	2010	2085
6-8		Step 4	1898	1974	2053	2130	2210	2293
9+		Step 5	2090	2174	2261	2346	2434	2525

Category A (13-14 weeks)

Basketball – Boys
Basketball – Girls
Wrestling
Hockey - Boys
Hockey – Girls
Indoor Track

Category C (8-10 weeks)

Aquatics
Cheerleading
(weeks do not apply)
Golf

Category D

none

Category B (11-12 weeks)

Soccer – Boys
Soccer - Girls
Football
Cross Country
Swimming
Volleyball
Baseball
Softball
Track – Boys
Track --Girls
Lacrosse - Boys
Lacrosse - Girls

Athletics Notes:

- a. Credit for previous coaching experience will be determined at the time of appointment by the recommendation of the Superintendent of Schools and approved by the Board of Education. Credit will not exceed the years of actual coaching in the sport.
- b. The Junior Varsity coaches' base shall be 75% of the Varsity coaches' base for that sport. The Modified coaches' base shall be 50% of the Varsity coaches' base for that sport.
- c. The Assistant coaches' base shall be 70% of the head coaches' base for that sport, Varsity, Junior Varsity or Modified.
- d. Coaches' salaries will be determined by the length of the sports season. Sports with similar length seasons will receive similar pay. A change in length of season will be grounds for requesting a change of salary without going through the bargaining process.
- e. A Coaches Committee, consisting of the Athletic Director and four elected coaches may convene at any time for the following purposes:
 - consideration of a request to change the length of a sports season,
 - consideration of a request to add a new sport,
 - consideration of the need for an Assistant Coach in a particular sport.

- 1) The Committee shall establish guidelines governing its operation. Copies of such guidelines will be kept on file by the Superintendent of Schools and the Association President and will be made available to any party making a request for Committee review.
- 2) The Committee shall convene within 10 school days of receiving a request and, upon determining a recommendation, shall communicate said recommendation in writing to the Superintendent of Schools, the Association President and the coach.
- 3) Committee recommendations must be authorized by the Superintendent of Schools, the Board of Education, and the C.C.T.A. prior to taking effect.
- 4) Authorized changes shall be attached to the contract in the form of an amendment.

f. Complaints

If a member of the bargaining unit feels the Association has not fulfilled its role as defined in this section, the appropriate avenue of appeal may be through improper practice charges filed with PERB. A grievance may only be filed relative to an alleged violation (as defined in the Grievance Procedure) by the District or its representatives.

2. Co-Curricular

	2004-05	2005-06	2006-07	2007-08	2008-09	2009-10
Musical Director (musical)	2662	2769	2880	2988	3100*	3216
Music Director (musical)	2636	2742	2852	2958	3069	3185
Accomp. Musical	983	1022	1063	1103	1144	1187
Costumes (musical)	702	730	759	788	817	848
Thespians/Drama (fall) *	2361	2455	2553	2649	2749 *	2852
Drama (spring)	1206	1255	1305	1354	1405	1457
Technical Director (musical & drama)	1758	1828	1901	1972	2046 *	2123
Orchestra Club Director *(pro-rated based on schedule)	1149	1195	1243	1290	1338	1388
Dance Advisor	1388	1444	1502	1558	1616	1677
Yearbook	2361	2455	2553	2649	2749 *	2852
Literary Magazine (per issue up to 4 issues)	130	135	141	146	(1024) 151	157
Newspaper (per issue up to 4 issues)	130	135	141	146	151	157

	2004-05	2005-06	2006-07	2007-08	2008-09	2009-10
CLASS ADVISORS (per advisor, up to 2 advisors/class)						
Senior Class Advisors	1186	1233	1282	1330	* 1380	1432
Junior Class Advisors	593	617	641	665	* 690	716
Sophomore Advisors	426	443	461	478	* 496	515
Freshman Advisors	426	443	461	478	496	515
National Honor Society	426	443	461	478	496	515
Model UN	426	443	461	478	* 496	515
Whiz Quiz	426	443	461	478	496	515
OM	426	443	461	478	496	515
Student Council (per advisor, up to 2 advisors)	426	443	461	478	496	515
Varsity "C"	426	443	461	478	496	515
Mock Trial Advisor	426	443	461	478	496	515

Co-Curricular Notes:

- a. Credit for advising at another school will be determined at the time of appointment by the recommendation of the Superintendent of Schools and approved by the Board of Education. Credit will not exceed the years of actual advising.
- b. Advisor's salaries will be determined by the length of time spent on the activity. Activities requiring similar lengths of time will receive similar pay. A change in length of time spent on an activity will be grounds for requesting a change of salary without going through the bargaining process.
- c. A Co-Curricular Committee, consisting of five elected advisors, may convene at any time for the following purposes:
 - consideration of a request to change the length of time devoted to the activity,
 - consideration of a request to add a new activity,
 - consideration of the need for a new advisor position in an existing activity.
 - 1) The committee shall establish guidelines governing its operation. Copies of such guidelines will be kept on file by the Superintendent of Schools and the Association President and will be made available to any party making a request for Committee review.

- 2) The Committee shall convene within 10 school days of receiving a request and, upon determining a recommendation, shall communicate said recommendation in writing to the Superintendent of Schools, the Association President and the Advisor.
- 3) Committee recommendations must be authorized by the Superintendent of Schools, Board of Education and the C.C.T.A. prior to taking effect.
- 4) Authorized changes shall be attached to the contract in the form of an amendment.

d. Complaints

If a member of the bargaining unit feels the Association has not fulfilled its role as defined in this section, the appropriate avenue of appeal may be through improper practice charges filed with PERB. A grievance may only be filed relative to an alleged violation (as defined in the Grievance Procedure) by the District or its representatives.

ARTICLE V - EVALUATION & PERFORMANCE APPRAISAL

The term “evaluation” shall refer only to the use by an administrator of basic criteria related to a unit member’s annual performance of his/her duties. The term “performance appraisal” shall apply to a range of methods available to unit members for participating in structured opportunities for performance improvement.

- A. Teachers and Teaching Assistants. Each probationary or temporary teacher will have at least three formal observations (two for teaching assistants) during the school year, at least one of which will be conducted by the building principal, and at least one of which will be conducted by a District level administrator. Before each formal observation the probationary/temporary teacher or teaching assistant and administrator will have a short, informal pre-conference. The first formal observation will be scheduled at a time and date mutually agreeable to both the teacher or teaching assistant and administrator. Two of these formal observations (one for teaching assistants) will take place before the December recess. For probationary teaching assistants, the final formal appraisal of a given school year will be a summative one, completed by the appropriate administrator with written input from the associated teacher. The

administrators who have conducted the observations will compare notes in order to coordinate the focus of the final observation.

Nurses. Each nurse with less than three years service in the District will have at least two formal performance appraisals during the school year conducted by administrators. One appraisal will be conducted prior to the December recess. Each appraisal will be preceded by a short, informal pre-conference, to discuss the specific parameters of the appraisal, which will be based on the nurse's performance of duties as articulated in the nurse job description.

Observation reports for all probationary faculty and staff will include one of the following statements:

1. Continued progress of the kind demonstrated to date would be consistent with District standards for continued employment.
 2. An appropriate rate and degree of progress in the areas specified in this report must be demonstrated as a condition for continued employment.
- B. Once during their probationary period, teachers with transitional or initial certificates will present a professional development portfolio for evaluation in addition to classroom observations and other evaluative methods in conformity with the provisions of Article V. The professional development portfolio may include the following:
1. Video of teaching performance
 2. Sample lesson plan
 3. Sample of student work
 4. Student assessment instruments
 5. Self-reflection on classroom performance
 6. Other strategies at the discretion of the teacher or his/her supervisor
- C. Informal observations of unit members will occur throughout the year. Nothing shall be placed in writing related to an informal observation without first conferencing with the unit member. The unit member will then be provided with a copy of the written report and allowed an opportunity for written response.
- D. All formal observations are to be made openly. Following all formal observations, the administrator who conducts the observation and the unit member will conference, at which time the unit member will receive a written report of the observation. All written reports will be submitted to central administration and placed in the unit member's file. The form devised for this type of observation will include a section for the unit member to initial acknowledging receipt and a section for the unit member to write a response.

- E. Formal or informal observations made by administrators that arouse a negative or positive reaction on the part of the administrator will be brought to the attention of the unit member within three (3) school days of the observation on a form that provides space for the unit member to indicate receipt of the report and/or for the unit member to reply to comments made by the administrator. In the event that an observation raises a concern that could affect the future employment status of the unit member, a statement to that effect will be included in the observation report.
- F. Competent and Efficient Performance of Duties – For teachers, the annual evaluation must address at least one of the APPR criteria listed in Paragraph G; for teaching assistants, the administrator will address at least one of the APPR criteria listed in Paragraph G after having considered written input provided by the associated teacher; for nurses, the evaluation must address at least one duty articulated in the nurse job description. Unit members will receive year-end evaluations in accordance with the basic statutory criteria:
- Attendance (absences properly excused)
 - Appropriate certification/licensure or efforts to attain certification/licensure
 - Personal conduct appropriate to the performance of duties
1. Evaluations will consist of a rating of “satisfactory” or “unsatisfactory” on a form which must be signed and dated by a supervising administrator and the unit member, acknowledging that the evaluation has been reviewed by the unit member.
 2. Any “unsatisfactory” rating for a given school year must be supported by written documentation filed during that school year in accordance with Article VI, Personnel Files. Such a rating must be accompanied by a recommended improvement plan which shall be submitted to the School Superintendent by the supervising administrator.
- G. Tenured unit members will participate in a performance appraisal at least once every three years for purposes suited to their individual professional development. The Administrative Appraisal method shall be considered the standard method. However, an alternative performance appraisal format may be selected by mutual agreement of the unit member and his/her supervising administrator before December recess. Nothing in this provision shall preclude the right of an administrator to conduct an administrative appraisal in any given year.

The selected appraisal method for teachers and teaching assistants shall address any of the following criteria not previously addressed as part of the annual evaluation completed in accordance with Paragraph F:

- Content knowledge
- Pedagogical preparation
- Instructional delivery
- Classroom management skills
- Knowledge of student development
- Student assessment
- Collaborative relationships
- Reflective and responsive practice

See Appendix C for sample performance indicators associated with each of the criteria.

The agreed upon appraisal format may fall under one or more of the following categories:

1. Administrative Appraisal – Under this method, a unit member arranges an initial meeting with his/her supervising administrator to develop a mutually agreeable appraisal plan. After the unit member/supervisor interaction specified in the plan has been completed, the supervisor prepares an appraisal summary and reviews it with the unit member. The summary is then signed by both parties and placed in the unit member’s personnel folder.

2. Self-Appraisal – Under this format, a unit member develops individual goals for the school year in cooperation with a supervising administrator. The unit member keeps a portfolio of relevant notes and artifacts and consults periodically with the supervisor throughout the year. The unit member prepares a year-end appraisal summary which is reviewed by the supervisor, signed by both parties, and placed in the unit member’s personnel file subject to mutual agreement by the unit member and the administrator. If either party determines that the appraisal summary is not appropriate for personnel file placement, an administrative appraisal may be scheduled and the resulting summary may be filed in lieu of the self-appraisal summary.

3. Peer Appraisal – A unit member wishing to use this method arranges to meet with a supervising administrator to review the basis for selecting this model and agree upon an appropriate list of potential “peer appraisers.” Two unit members who wish to serve as peer appraisers for each other may also approach their supervisor for approval of their arrangement. The unit member and the selected peer appraiser then meet to develop an appraisal plan and submit it to the supervisor for approval. The unit member and the peer appraiser maintain a portfolio of relevant notes and artifacts throughout the year and jointly prepare a

year-end summary for review by the supervisor. The summary is signed by the unit member, the peer appraiser, and the supervisor and placed in the unit member's personnel file subject to mutual agreement by the unit member and the administrator. If either party determines that the appraisal summary is not appropriate for personnel file placement, an administrative appraisal may be scheduled and the resulting summary may be filed in lieu of the peer-appraisal summary.

4. “Outside Expert” Appraisal – This approach is initiated by an experienced unit member who is looking for “expert” feedback relative to a particular aspect of instruction/practice. The unit member would request approval from the supervising administrator of the outside expert he/she wishes to approach. The unit member and the expert would then meet to develop an appraisal plan and submit it to the supervisor for approval. The unit member and the outside expert maintain a portfolio of relevant notes and artifacts throughout the year and jointly prepare a year-end summary for review by the supervisor. The summary is signed by the unit member, the outside expert, and the supervisor and placed in the unit member's personnel file subject to mutual agreement by the unit member and the administrator. If either party determines that the appraisal summary is not appropriate for personnel file placement, an administrative appraisal may be scheduled and the resulting summary may be filed in lieu of the outside expert appraisal summary.

- H. A copy of all forms concerning unit member evaluation will be placed in the unit member's permanent folder in the District Office. Unit members will receive a copy of all evaluations.
- I. Administrative staff and unit members involved in the peer appraisal process will be trained in good practice to conduct performance appraisals. Such training may include Effective Teaching Supervision, Cognitive Coaching/Peer Coaching, Dimensions of Learning Supervision and other validated performance appraisal models.
- J. Every effort will be made to conduct all formal evaluations of unit members prior to May 1st of a given school year.

ARTICLE VI - PERSONNEL FILES

- A. The official District personnel file for each member of the bargaining unit shall be maintained in the District office.

- B. All data relevant to a member's employment, performance of his/her duties, promotion, discipline, evaluation, and all other job-related matters shall be placed in the member's personnel file.
- C. No material, excluding reference and information obtained in the process of evaluating the member for initial employment, which is derogatory to a member's conduct, service, character, or personality shall be filed unless the member has had an opportunity to examine the material. The member must affix his/her signature on the actual copy to be filed with the express understanding that such signature merely signifies that he/she has examined the material(s). Such signature does not necessarily indicate agreement with its content and may not be withheld. The signed copy must be returned to the originator of the material within 15 working days of receipt.
- D. The member shall also have the right to submit a written answer to such material and his/her answer shall be signed by the Superintendent and attached to the actual file copy. Such written answer must be submitted within fifteen (15) working days after receiving a copy of the material.
- E. An incident or concern which has not been reduced to writing within fifteen (15) working days of its occurrence or its discovery, whichever is later, may not be added to the file. Any portions of file material which are proven to be inaccurate, misleading, or inappropriate shall be corrected or removed.
 - 1. If there is disagreement between the unit member and the supervisor concerning the appropriateness of placing the material in the member's personnel folder or concerning the accuracy of the material, a joint review committee shall be convened. The committee will be composed of the Association president or unit member designee, an additional unit member, the Superintendent, an administrative designee, and a mutually agreeable fifth member.
 - 2. Both the subject and the originator of the material will have the opportunity to support their positions. The committee will then make a determination by majority vote leading to one of the following results:
 - a. The material remains in the folder as is, or with any revisions necessary to correct inaccurate or misleading statements.
 - b. The material, with any necessary corrections, is placed in a personnel journal in the District safe. The existence of the journal entry will be noted on the access log in the member's personnel file. The material will remain in the personnel journal for a maximum period of five years. If, within that time frame, the unit member is the subject of another substantiated write-up relative to the same

category of concern that led to the initial journal entry, the second write-up shall be placed in the member's personnel file.

- c. The material is destroyed.
3. Should either the subject or the originator of the material be dissatisfied with the committee's decision, the grievance procedure may be initiated at the Board stage, followed by binding arbitration if necessary.
- F. The member shall have the right upon request to review the contents of his/her personnel file in the presence of an administrator. Furthermore, the member shall be furnished a copy of any document therein.
 - G. The member shall be entitled to have a representative of the Association accompany him/her during such review. Such review shall be made in the presence of a designated school official, and shall be at a mutually agreeable time, but no later than three school days following such request. Otherwise access to the file shall be limited to proper school officials.
 - H. Any document which relates to a unit member's role as an employee in the District must be filed before it can be used in any action by the District that could result in any consequences for the member. The only exception shall be when a single, specific incident has just occurred and is the sole basis for the action being taken.
 - I. No document(s) in the file shall be forwarded to any agency, organization, prospective employer, or other party without the express written consent of the member except as required by law. All personnel files will be maintained in a confidential manner and will comply in every way with all laws and regulations.

ARTICLE VII - LEAVE TIME

A. Sick Leave

1. All unit members of Canton Central Schools shall accumulate sick leave at the rate of 1.5 days for each month of service up to a limit of 180 days.
2. Effective July 1 each year, unit members will receive credit for the total sick leave he/she will earn during the coming year.

3. Members of the unit will be informed as soon as possible, but no later than the first paycheck in November, of the total number of accumulative sick days through the current school year.
4. This sick leave may include personal illness or sickness in the immediate family. The employee shall determine what constitutes "immediate family". However, family sick leave shall not exceed twenty (20) days a year. (Additional unpaid leave may be available under the Family and Medical Leave Act.)

The intent of this provision is to permit unit members to care for ill or injured family members where such personal care and attention may be required or advisable from the standpoint of the family member's recovery.

This provision may also be utilized to accompany a family member(s) for rest or recuperation:

- where the family member resides outside of the state.
- where the family member(s) would be traveling outside of the state.

Only when all of the following criteria are met:

- a. A written statement is provided from the doctor who has been caring for the family member, specifying:
 - 1) that it is necessary for the patient's recovery that s/he travel to the new location (in situations that apply);
 - 2) that it is necessary for the patient to have someone present.
- b. A written statement from the unit member giving justification why s/he must be the one to be present with the family member. (The District is entitled to receive this written justification; not to judge its validity.)

If a and b (above) are complied with, then this provision may be utilized for a unit member to accompany a family member(s) for rest or recuperation where the family member would be traveling to a location outside the state.

If it can be substantiated that any of the information supplied by the unit member when requesting this leave was supplied with the unit member's knowledge it was false or incomplete in any meaningful way, then the District shall:

- a. place a letter of reprimand in the unit member's file;
- b. deduct from the unit member's salary the amount of money paid the unit member for those days under this provision relative to the falsified or incomplete request;
- c. be permitted to deny future requests for this type of leave for a period of two (2) years (even in situations where the criteria for taking such leave have in all other respects been met*).

*This does not require the District to deny such requests; it does allow it.

- 5. If a unit member loses time due to an accident on the job, s/he shall not lose accumulated sick leave for the first sixty (60) school days. S/He shall be permitted to "buy back" days of charged sick leave in excess of sixty (60) days from the District. Compensation insurance payments for the initial sixty (60) day period shall be returned to the District.
- 6. A unit member who becomes ill and unable to work, and has used up all accumulated sick leave, shall be deleted from the payroll, but the school will continue to meet any obligations imposed by the Family and Medical Leave Act regarding payment of health insurance premiums. While off the payroll, the unit member cannot accumulate sick or vacation leave.
- 7. If a unit member is absent from school five (5) or more consecutive days, the Superintendent or his/her representative may request substantiation, including a doctor's statement, of the need for the absence.

Should there be reasonable cause for the administration to suspect that a unit member has abused the intent of this provision, s/he may be required to submit a notarized statement, to be placed in the unit member's personnel file, verifying that the suspected leave was utilized in keeping with the intent of this clause.

A unit member who feels the District does not have "reasonable cause" shall sign the statement and may grieve the matter and have the signed statement removed from his/her file if the grievance is upheld.

B. Death in Family

The Superintendent will grant up to three (3) days leave for death in the immediate family for members of the unit. The unit member will determine which relations are members of the immediate family.

C. Personal Leave

Unit members may be granted two (2) days of personal leave per year, cumulative to four, subject to the approval of the Superintendent of Schools. Requests shall be submitted at least two days in advance, except in emergency, to the building principal. Personal leave is intended for personal business which cannot be taken care of outside of school hours.

Unused personal days in excess of 4 shall accumulate as sick leave and may be used to restore days donated to the sick bank to a maximum of 180 days.

Should there be reasonable cause for the administration to suspect that a unit member has abused the intent of this provision, s/he may be required to submit a notarized statement, to be placed in the unit member's personnel file, verifying that the suspected leave was utilized in keeping with the intent of this clause.

A unit member who feels the District does not have "reasonable cause" shall sign the statement and may grieve the matter and have the signed statement removed from his/her file if the grievance is upheld.

D. Absence Without Pay

With the prior approval of the Superintendent of Schools, a unit member may be allowed to be absent without pay if an emergency exists that is not covered by other absence regulations. Leave without pay for vacation purposes cannot be considered as an emergency nature and will not be approved by the Superintendent of Schools.

E. Unexcused Absence

Unit members' absences not covered by the leave policy will result in a deduction of pay for each day's absence based on the daily rate earned by the individual.

F. Leave of Absence

The Board of Education shall grant a leave of absence without pay for a period of one full school year to a tenured teacher upon advance written request. Requests for leaves shall be made as early as possible, but in no case later than March 1 preceding the school year for which leave is taken. Such leave may be extended for an additional full school year if requested in writing at least by March 1 in advance of expiration of leave.

Any teacher on leave of absence shall communicate an intent to return to duty no later than March 1 of the leave year. Leaves may be terminated only by

written resignation or return to employment. Failure of a teacher to begin employment at the expiration of a leave shall be construed as abandonment of position.

Exceptions to any of the foregoing limitations may be made upon request of a unit member subject solely to the discretion of the District. Any exceptions granted under this paragraph shall be non-precedential.

In exceptional circumstances and given appropriate justification, the Superintendent may recommend that the Board grant a leave of absence to a teaching assistant or nurse. Approval of such individual leaves will be on a non-precedential basis.

While on leave pursuant to this section, a unit member will receive no benefits, accumulate no benefits, nor be credited any seniority.

G. Religious Holidays

Up to two (2) religious holidays will be granted to any unit member whose religion requires full-day observance of the holiday. Such days will not be deducted from personal or sick days.

H. Attendance at Professional Meetings

With prior approval by the Superintendent, unit members will be permitted to attend professional conferences provided that, wherever possible, members of the staff will cover the assignments of the unit members who are attending the conference.

I. Jury Duty

Paid leave shall be granted unit members chosen for jury duty, (including Grand Jury), as required by law.

J. Military Duty

Unit members shall be granted military leave as required by law.

K. Association Days

The Association will be granted eight Association days. The Association will cover the cost of substitutes used on the last four of these days.

The Association shall notify the Superintendent in writing as far in advance as possible, but in no event less than 24 hours prior to utilization of Association days.

L. Child-rearing Leave

1. The father of an adopted or newborn child or the mother of an adopted child may take up to twenty-five (25) days from accumulated sick leave for the purpose of child-rearing.
2. Upon the request of a unit member, a child-rearing leave shall be granted for up to one (1) year and may be extended upon request provided this total leave time for one birth or adoption does not exceed two years. Such child-rearing leave must be taken within two (2) calendar years immediately following the birth or adoption.

Such leaves shall be without pay or benefits, except as required by the Family and Medical Leave Act of 1993; however, the unit member shall return to the same or similar position and shall retain the seniority and leave accumulation and other benefits at the levels in effect when the leave began.

ARTICLE VIII - INSURANCE

- A. Effective January 1, 2008, the District shall provide the St. Lawrence-Lewis Counties School District Employees Medical Plan, as modified by Riders 5 and 6, (see Appendix F), to eligible unit members who wish to participate. The District shall be responsible for the entire premium cost.

No later than the 2009-10 school year, a joint committee will review the status of the Rider 5 escalator.

Dual Coverage – Whenever a unit member and spouse are employees of the District, such employees shall have the option of selecting two (2) individual coverages or one (1) family coverage.

Effective until July 1, 2008, an annual buyout shall be paid to the spouse of the insured employee as follows: \$1,500.

Effective July 1, 2008, unit members who are eligible for health insurance coverage from another source outside the St. Lawrence-Lewis Counties School District Employees Medical Plan may elect not to be covered by the SLL Plan.

Unit members who voluntarily elect to drop such coverage shall notify the District by July 1, and will receive the sum of fifteen hundred dollars (\$1,500) payable each year thereafter that the member is not covered by the St. Lawrence-Lewis Counties School District Employees Medical Plan, as follows:

one lump sum the following June;

three installments the following November, February, and June; or,

applied to the unit member's Flexible Spending Plan.

Members whose circumstances change only through a qualifying event (e.g. death, layoff or disability of spouse, marital status, etc.) may reapply for coverage at any time. However, the unit member will be responsible for returning a prorated amount of the \$1,500 if coverage is restored during the fiscal year.

- B. A unit member on leave of absence may continue his/her health insurance coverage by paying the entire cost of the plan, except as provided for under the Family and Medical Leave Act.
- C. New unit members are entitled to coverage as of their first month of employment.
- D. The District shall contribute \$175. per full-time unit member in 1999-00 and \$200. per full-time unit member in 2000-01 per year, and a pro-rata amount per less than full-time member, toward a Benefit Fund administered by the Union. Effective July 1, 2008, the District will contribute \$225. per full-time unit member or the premium amount, whichever is less. The District's contribution shall be made in two (2) payments: one-half of the total amount by 7/30 of each year and the other half by 1/30 of each year.

ARTICLE IX - SCHOOL DAY AND SCHOOL YEAR

A. Maximum School Days

The District will adhere to the traditional school calendar for the duration of this Agreement.

B. Unused Emergency Days

In the event that three or more unused emergency days remain at the time that the Spring recess begins, all days in excess of two will be used to extend the Spring recess.

In the event that two unused emergency days remain at the time that the Memorial Day recess begins, one of the remaining days will be used to extend the Memorial Day recess.

If only one unused emergency day is remaining at any time, it will be used the last day of the school year, or to create two (2) half-day sessions in the final week of school for elementary school attendance. A half-day session shall be defined as no more than three and one-half (3½) hours of student attendance. These half-day sessions shall be implemented in accordance with all applicable NYS regulations. Secondary unit members shall be allowed an equivalent amount of "flex time."

C. School Day

The school day shall be 7 hours and 35 minutes in length. Activities held from the end of the eighth period to 3:20 p.m. are part of the school day, therefore shall not receive extra compensation. Extra-curricular duty commences after 3:20.

The school day shall begin no earlier than 7:00 a.m. and end no later than 5:30 p.m. Unit members on staff during the 2000-01 school year, and all those hired after July 1, 2001 to a 7:45 a.m. to 3:20 p.m. position, shall teach or perform assigned duties from 7:45 a.m. to 3:20 p.m., unless they voluntarily choose to work another schedule.

On Fridays, the closing time shall be immediately after the 2:30 bus run buses have departed the school unless unit members have a professional commitment such as coaching or rehearsal. The activity period will thus be eliminated on Fridays except for special needs and by prior arrangement.

It is agreed that a small number of unit members will remain on a rotation basis to supervise activity students until the buses leave, without extra pay.

D. Preparation Time

To the extent it is possible and educationally responsible,* every unit member shall have the equivalent of one duty-free preparation period equal in length to the standard senior high school academic period in addition to a 30 minute duty-free lunch period as required by law.

"To the extent it is possible and educationally responsible" is not to be used as a reason for denying the designated amounts of preparation and lunch time on an ongoing basis; however, this phrase is recognition that isolated situations may occur which temporarily may prevent the District from literal compliance with this section.

E. Teaching Assignments

Teachers shall be required to teach no more than an average of 5 academic periods per day plus 2 other assignments such as study halls. It is agreed that there may be certain exceptions to this maximum assignment. Other exceptions will be physical education classes, remedial labs, music practice periods, and resource room assignments. Teaching 5 labs per week or 6 labs per six day cycle will be considered equivalent to teaching one academic period per day.

Teaching assistants will normally be required to assist in instruction or to perform assigned duties for no more than 8 of 9 academic periods or equivalent per day. Teaching assistants should be assigned common planning time with their supervising teachers whenever possible.

F. Part-time Unit Members

Salary: Salary for part-time unit members will be determined by one of the following formulas:

- average hours worked per day/7.4,
- full days per week/5, or
- full days per cycle/# days in cycle.

Provisions:

- The unit member will move one step on the salary schedule each year.
- The unit member will receive 0.2 hours of duty-free preparation time for each hour of instruction (teachers/TAs) or duty (nurses).
- If a unit member is scheduled to be on duty for more than 5 hours per day, he/she will receive a 30 minute duty-free lunch.
- If a unit member is assigned more than 2.5 hours of instruction (teachers/TAs) or duty (nurses), all other duties will be considered a professional responsibility, (paid as a unit member).

Benefits:

- health insurance – For unit members employed after January 1, 2008, premium cost will be prorated according to full-time equivalent. For half-time or greater part-time employees, the district will pay 100% of individual coverage and 50% of the balance between individual coverage and two-person or family coverage. The District will assume the full cost for any unit member who is involuntarily reduced to part-time from full-time.
- sick days - 15 days (pro-rated, full-time rules apply)
- personal days - 2 days (pro-rated, full-time rules apply)

Tenure: Teachers and teaching assistants will accrue time toward tenure and will be eligible for appointment to tenure when the pro-rata accrual reaches the number of years prescribed by Education Law.

ARTICLE X - GRIEVANCE PROCEDURE

A. Declaration of Policy

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

B. Definitions

1. Unit member shall mean any employee whose position requires certification/licensure by the State Education Department or any group of such employees.
 2. Administrator shall mean a Building Principal or other designated administrator position.
 3. Representative shall mean the person or persons designated by the aggrieved unit member as his/her counsel or to act in his/her behalf.
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4. Grievance shall mean any claimed violation, misinterpretation or inequitable application of any existing laws, rules, regulations, policies or terms of this contract which relate to or involve the unit member in the exercise of the duties assigned to him/her.

C. Basic Principles

1. It is the intent of these procedures to provide for the orderly settlement of difference in a fair and equitable manner. The resolution of grievance at the earliest possible stage is encouraged.
2. A unit member shall have the right to be represented at any stage of the procedures by a person or persons of his/her own choice.
3. A unit member shall have the right to present grievances in accordance with these procedures, free from coercion, interference, restraint, discrimination or reprisal.
4. Each party to a grievance shall have access at reasonable times to all written statements and records pertaining to such cases.
5. All hearings shall be confidential.
6. It shall be the responsibility of the Superintendent of Schools of the District to take such action as may be necessary to give force and effect to these procedures. Each administrator shall have the responsibility to consider promptly each grievance presented to him/her and make a determination within the time specified in these procedures.
7. The function of these procedures is to assure equitable and proper treatment under the existing laws, rules, regulations and policies which relate to or affect the unit member in the performance of his/her assignment. They are not to be used for changing such rules or establishing new ones.

D. Procedures

The Board of Education of the Canton Central School District in compliance with Article 16 of the General Municipal Law (Chapter 554 of the Laws of 1962) regarding the establishment of grievance procedures for public employees does hereby establish and adopt the following procedures for the orderly settlement of grievances of unit members of the Canton Central School District to be effective at the signing of this contract.

1. Informal Stage

The aggrieved unit member shall orally present his/her grievance to the immediate administrative supervisor who shall orally and informally discuss the grievance with the aggrieved unit member.

A grievance must be filed within sixty (60) school days of the event giving rise to grievance or the date upon which grievant could reasonably be expected to have known of the grievance, whichever is later.

The immediate administrative supervisor shall render a determination to the aggrieved unit member within five (5) days after the grievance has been presented.

If such grievance is not satisfactorily resolved at this stage, the aggrieved unit member may proceed to the formal stage.

2. Formal Stage

- a. Within five (5) school days after a determination has been made at the preceding stage, the aggrieved unit member may make a written request to the Superintendent of Schools or his/her designee for review and determination. If the Superintendent of Schools designates a person to act in his/her behalf, s/he shall also delegate full authority to render a determination.
- b. The Superintendent of Schools or his/her designee shall immediately notify the aggrieved unit member, immediate supervisor and any other administrator rendering a determination in the case, to submit written statements within five (5) school days setting forth the specific nature of the grievance, the facts relating thereto and the determination(s) previously rendered.
- c. If such is requested in the written statement of either party pursuant to paragraph b, the Superintendent of Schools or his/her designee shall notify all parties concerned in the case of the time and place when an informal hearing will be held where such parties may appear and present oral and written statements supplementing their position in the case. Such hearing shall be held within five (5) days of receipt of the written statements pursuant to paragraph b.
- d. The Superintendent of Schools or his/her designee shall render a determination within ten (10) school days after the written statements, pursuant to paragraph b, have been presented.

- e. If the grievance is not satisfactorily resolved at this stage, the aggrieved unit member may proceed to the Board Stage.

3. Board Stage

The aggrieved unit member may, within five (5) school days of the final determination by the Superintendent of Schools, make a written request to the Board of Education for review and determination. All written statements and records of the case shall be submitted to the President of the Board of Education. The Board of Education may hold a hearing to obtain further information regarding the case. The Board of Education shall render a decision within ten (10) school days after receiving the request for review.

4. Arbitration

- a. After procedures have been followed as set forth in the previous step, if the unit member and/or the representative(s) and/or Association do not agree with the decision and it is determined by the Association that the grievance is meritorious, it may submit the grievance to arbitration by written notice to the Board of Education within fifteen (15) school days of the decision at Stage 3.
- b. Within five (5) school days after such written notice of submission to arbitration, the Board of Education and the Association will agree upon a mutually acceptable arbitrator competent in the area of grievance, and will obtain a commitment from said arbitrator to serve.

If the parties are unable to agree upon an arbitrator or to obtain such a commitment within ten (10) days, a request for a list of arbitrators will be made to the American Arbitration Association by either party.

The Board and the Association will agree upon the selection of the arbitrator from the list submitted by the American Arbitration Association.

- c. The selected arbitrator will hear the matter promptly and will issue a decision not later than fourteen (14) calendar days from the date of the hearing, or if oral hearings have been waived, then from the date the final statements and proofs are submitted.

The arbitrator's decision will be in writing and will set forth his/her findings in fact, reasoning and conclusion on the issue.

- d. The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement.
- e. The decision of the arbitrator shall be final and binding upon all parties only in grievances arising out of interpretation of the terms of this contract. If the Association wishes to pursue grievances arising from interpretation of laws, rules, regulations, or policies not covered in this contract beyond the Board Stage, they shall be appealed through the courts or to the Commissioner of Education.
- f. The costs for the services of the arbitrator shall be borne equally by the Board of Education and Association.

5. Year End Grievance

If a grievance is filed on/after June 1st, the time limits set herein shall be reduced so that the grievance may be exhausted before the end of the school year or as soon thereafter as possible.

E. Management Grievance

It is recognized by the Association that the Superintendent of Schools may utilize this grievance procedure in the following prescribed manner in instances of alleged violations by the Association or its officers as defined in Article X C-4.

The Superintendent of Schools shall use the following procedure in attempting to resolve a grievance.

Stage 1: The Superintendent of Schools shall, within ten (10) days of the date of the situation which is being grieved, present all facts and circumstances concerning the alleged violation in writing to the Association President. Within ten (10) days, the Superintendent of Schools and the President shall meet in an attempt to resolve the grievance.

Stage 2: If the Superintendent of Schools is not satisfied with the resolution suggested by the President, s/he may appeal the recommendation to the Executive Committee of the Association. At this stage, both the Superintendent of Schools and the President, their representative(s), if any, and any witnesses shall be heard. The President shall preside at this meeting, but shall have no vote. A majority vote of the Executive Committee shall determine its decision.

Such decision shall be rendered within ten (10) days of the end of the hearing.

Stage 3: If the Superintendent of Schools is not satisfied with the decision at Stage 2, s/he may pursue the grievance to binding arbitration. Stage 4 of the Grievance Procedure shall be followed.

Should the Superintendent of Schools employ this section in an effort to resolve an alleged violation, then the District shall not take any disciplinary action against any individual involved at any stage in the grievance. A grievance filed under this section shall be deemed resolved when the Superintendent of Schools fails to pursue the matter to the next stage within ten (10) days after a decision has been rendered or when the decision of the arbitrator is rendered.

ARTICLE XI - ALTERNATIVE DISCIPLINARY PROCEDURES

In situations where the District believes it has cause under the tenure statutes (i.e., for the same reasons), to discipline a tenured unit member, and the penalty sought is limited to a suspension without pay for a period not to exceed three (3) school days, the following procedure will apply:

- A. The District shall present the unit member with a written statement of the charge giving rise to the perceived need for disciplinary action. The Association President will receive a copy at least 24 hours before the unit member is notified.
- B. A meeting will be scheduled within five (5) days between the unit member, an Association representative(s) and a representative of the District. At this time, the charges will be discussed, and the unit member will be informed of the specific penalty sought by the District.

As a result of this meeting, the unit member shall elect to:

- 1. accept the penalty sought, or a modification thereof, in which case the penalty will be imposed and a record thereof placed in the unit member's personnel file, at which point the matter will be considered resolved.
- 2. contest the charges and/or the proposed penalty and proceed as quickly as possible to arbitration under the terms of this Agreement. The parties agree to submit to the arbitrator only the issue in question, and shall charge the arbitrator with responsibility for reaching a determination solely on the basis of the charges presented.

The arbitrator shall apply the same identical criteria as would be applied, under law, by a tenure panel in 3020-a proceedings. The District must

prove, by a preponderance of evidence, either insubordination, immoral conduct, neglect of duty or conduct unbecoming a unit member.

If the charges are substantiated, the arbitrator shall impose a penalty not to exceed the penalty sought by the District. The decision of the arbitrator shall be binding, with no appeal and the opinion and award shall become a part of the unit member's personnel file if the unit member is found guilty. Charges for the arbitration are to be borne by the District.

If the unit member is exonerated, then no reference to either the event(s) giving rise to the hearing or to the hearing itself shall appear in the unit member's personnel file.

No action will be taken by the District until the arbitrator's decision is received. (There shall be no suspension, material placed in the file, or any other form of discipline).

The action by the District to initiate this process must be undertaken within 15 calendar days of the date the event occurs which gives rise to the District action or within 15 calendar days of the date the District should have known of this event (whichever is later).

- C. The unit member must elect, in writing, either the alternative disciplinary procedures contained in this Article or the procedures set forth in section 3020-a of the Education Law. If the alternative disciplinary procedures are elected, they must result in the disposition of the charge within the same amount of time allowed for disposition under section 3020-a.

ARTICLE XII - AGENCY SHOP FEE DEDUCTION

Effective July 1, 1984, the Canton Central School District shall deduct from the wage or salary of members of the bargaining unit consisting of all professional, certified and/or licensed personnel, except the Superintendent of Schools, his/her Assistant, and members of the Canton Central Administrators' Association, who are not members of the Canton Central Teachers' Association, the amount equivalent to the dues levied by the Canton Central Teachers' Association and shall transmit the sum so deducted to the Canton Central Teachers' Association in accordance with Chapters 677 and 678 of the Laws of 1977 of the State of New York.

The Canton Central Teachers' Association affirms that it has adopted such procedure for refund of agency shop fee deduction as required in Section 3 of Chapters 677 and

678 of the Laws of 1977 of the State of New York. This provision for agency shop fee deduction shall continue in effect so long as the Canton Central Teachers' Association maintains such procedure.

The agency shop fee deduction shall be made following the same procedures as applicable for dues checkoff, except as otherwise mandated by law or this Article of the Agreement.

The Association agrees to indemnify and hold the District harmless against any and all damages, including the costs of legal representation, that are incurred by the District in connection with any and all claims resulting from the Association's administration of the agency shop provisions of the Agreement.

ARTICLE XIII - RETIREMENT INCENTIVE

Employer Non-Elective Contribution to 403(b) Plan

- A. A full-time unit member who formally notifies the District of his or her intent to leave the employ of the District, shall be entitled to receive a one-time longevity increment, subject to the limitations and conditions outlined below:
- B. Limitations and Conditions
 - 1. Unit member must have completed twenty (20) years of credited service in the District by the effective date of resignation.
 - 2. Unit member must be in no later than the fourth year of retirement eligibility without penalty at effective date of resignation.
 - 3. Unit member must be receiving an annual salary of no less than \$35,000 during the year immediately preceding effective date of resignation, except that Nurses and Teaching Assistants must be receiving no less than a percentage of that amount equal to the percentage at which they have been placed on the salary schedule.
 - 4. Unit member must notify the District in writing of intent to resign no later than eight (8) months prior to effective date of resignation.
 - 5. Upon the recommendation of the Superintendent, the Board of Education may, at its discretion, waive any of the age, notification, or length of service limitations contained herein in order that a unit member otherwise ineligible might receive the incentive.

- C. Upon meeting the limitations and conditions contained in Paragraph B, unit member may choose one (1) of the following two (2) options for payment of this longevity increment, except that Nurses and Teaching Assistants will receive a percentage of this longevity increment equal to the percentage at which they have been placed on the salary schedule.
1. A \$15,000. lump sum employer non-elective contribution plus \$10. per day employer contribution for each day of unused sick leave above 150 at time of resignation;

OR

2. \$100. per day employer non-elective contribution for each day of unused sick leave at time of resignation.
- D. If the District should offer a New York State Retirement Incentive in any given year and the unit member elects to participate in the State program, he/she shall be ineligible for payment of the longevity increment as outlined in Paragraph C.
- E. Employer 403(b) Non-Elective contributions shall be contributed in accordance with, and subject to the following conditions:
1. No Cash Option No unit member may receive cash in lieu of or as an alternative to any of the Employer's Non-elective Contribution(s) described herein.
 2. Contribution Limitations In any applicable year, the maximum Employer Contribution shall not cause a unit member's 403(b) account to exceed the applicable contribution limit under Section 415(c)(1) of the Code, as adjusted for cost-of-living increases. For Employer Non-elective Contributions made post-employment to former unit members' 403(b) account, the Contribution Limit shall be based on the unit member's compensation, as determined under Section 403(b)(3) of the Code.

In the event that the calculation of the Employer Non-elective Contribution referenced in any of the preceding paragraphs exceeds the applicable Contribution Limit, the Employer shall first make an Employer Non-elective Contribution up to the Contribution Limit of the *Internal Revenue Code* and then pay any excess amount as compensation directly to the unit member. In no instance shall the unit member have any rights to, including the ability to receive, any excess amount as compensation

unless and until the Contribution Limit of the *Internal Revenue Code* are fully met through payment of the Employer's Non-elective Contribution. In no case shall the Employer Non-elective Contribution exceed the Contribution Limit of the *Internal Revenue Code*.

3. 403(b) Accounts Employer Non-elective contributions shall be deposited into the mutually agreed upon 403(b) provider, currently ING Life and Insurance and Annuity Company, in the name of the unit member.
4. Tier I Adjustments Tier I members with membership dates prior to June 17, 1971, Employer Non-elective Contribution hereunder will be reported as non-regular compensation to the New York State Teachers' Retirement System.
5. This section shall be subject to IRS regulations and rulings. Should any portion be declared contrary to law, then such portion shall not be deemed valid and subsisting, but all other portions shall continue in full force and effect. As to those portions declared contrary to law, the Association and Employer shall promptly meet and alter those portions in order to provide the same or similar benefit(s) which conform, as closest as possible, to the original intent of the parties.
6. This section shall further be subject to the approval of the 403(b) Provider, which shall review this section solely as a matter of form and as the provider of investment products designed to meet the requirements of Section 403(b) of the *Internal Revenue Code*. Upon request, ING Life Insurance and Annuity Company ("ILIAC") agrees to provide the Employer with ILIAC's standard hold harmless agreement where the Employer has selected ILIAC as the provider of 403(b) accounts for receipt of Employer Non-elective Contributions.
7. Both the Employer and unit member are responsible for providing accurate information to the 403(b) Provider. This information includes both Elective and Employer Non-elective Contributions and the amount of the participant's Includible Compensation.

ARTICLE XIV - RESOURCE AND SUPPORT PROGRAM FOR EDUCATIONAL DEVELOPMENT

Purpose

This is a provision designed to provide small awards of program monies to unit members or groups for impact upon students attending Canton Central School. The District will commit an amount of money equal to 50% of Step 1 on the salary schedule for each contract year. This money is provided to test, study, develop and implement promising educational approaches.

Objectives

1. To stimulate creative solutions to specific local problems.
2. To support projects that involve combinations of subject areas and educational levels.
3. To encourage fresh approaches to teaching of regular school subjects that concern the School District as a whole or a substantial portion of the school population.

Criteria to Fulfill Objectives

1. The proposed project should be designed in terms of its approach to solve a specific educational need within the Canton Central School District.
2. It should be related to the educational objectives as they are set by the Canton Central School District.
3. It should be designed to meet specific professional needs of an individual unit member, or group of unit members, or it should be designed to meet the special needs of students.
4. It must clearly state specific needs and outline a plan of action based on valid and workable objectives.
5. It must include a progressive plan of action outlining the implementation of the proposed project.
6. It must include a specific evaluation tool designed to measure the productivity of the project.

7. It must include a cost analysis of all necessary items important to the implementation of the project.
8. Upon implementation of the project, a written report should be submitted to the Committee chair by June 1, with the following included:
 - a. the original proposal;
 - b. the evaluation report;
 - c. a statement estimating the impact on the group or groups of students and/or unit members involved in the project; and
 - d. a list of possible avenues of action for continuation, expansion, or improvement of the project.

Limitations

The Resource and Support Committee may recover any funds from an applicant who deviates significantly from the information provided on the application form. If an applicant, having received a grant, wishes to deviate significantly from any of the information provided, the applicant shall seek prior approval of the Committee.

Eligibility

Any member of the bargaining unit may apply for a Resource and Support Grant for himself/herself or on behalf of a District or Association-established Committee of which he or she is a member.

Method of Applying

The Resource and Support Committee will, during the spring of each year, make official applications available to bargaining unit members. These applications will be for grants that will be completed during the school year starting July 1st. If Resource and Support money is available after the spring application period (i.e. the following fall), any unit member may submit an application for a Resource and Support grant at any time.

Notification

All applicants will be notified by the Committee chairperson, in writing, whether their applications have been approved, approved with conditions or disapproved, no later than 30 school days or 65 calendar days (whichever is sooner) after the closing of the spring application process or after an application has been submitted at a time other than the spring application process.

The Committee

At the last meeting of the school year, the Resource and Support Committee (herein referred to as “the Committee”) will elect by majority vote a chairperson and an assistant chairperson who will assume their duties at the close of said meeting.

The Committee will consist of three appointees of the Association, two appointees of the Superintendent of Schools and one appointee of the President of the Board of Education. In addition, two non-voting Association appointees may be Committee members.

The Board President, Association President and the Superintendent of Schools will furnish to each other in writing the names of their appointees no later than September 15 of each year. If the chairperson or assistant chairperson is not reappointed to the Committee in September, the Committee will meet to elect one or both as needed.

The chairperson has the usual administrative responsibilities, but that does not include any decision-making rights. All official decisions by the Committee are by majority of the total members of the Committee. This can be done by a vote during a meeting or by telephone or e-mail poll.

Any three Committee members may request a full Committee meeting by written request to the chairperson and such a meeting shall be held within 10 school days or 15 calendar days (whichever is sooner) of the receipt of the request. All Committee members will be notified in writing or by e-mail at least seven calendar days in advance of the date and time of any meetings.

An applicant can appeal a Committee decision by contacting the Superintendent of Schools or the Association President in writing within 10 school days or 15 calendar days (whichever is sooner) after notification of the decision by the Committee chairperson. The chairperson will turn over all relevant information to the two parties who will then meet. Only if both parties agree can a Committee decision be overturned.

ARTICLE XV - SICK BANK

A. Preface

1. The Canton Central Teachers' Association will develop a sick leave bank plan which shall consist solely of donations of sick leave days from those accumulated by members of the bargaining unit.

2. CCTA shall be solely and totally responsible for the operation, enforcement, policing of the bank, and maintenance of all records pertaining to the bank.
 - a. Bank will be available to all qualified unit members, regardless of whether members of CCTA or not (CCTA retains right to establish uniform minimal qualifications for eligibility).
 - b. CCTA shall transmit accurate, up-to-date records to the District on a monthly basis of all sick leave bank activity. CCTA will immediately inform the District of any change in unit members' accumulated leave as a result of donations to the bank.
 - c. All donated days must come from current accumulated leaves and a unit member's accumulated leave will be forever reduced by the number of donated days (except as provided for in Article VII, Para. C, Personal Leave). Example: If members of the sick leave bank are required to donate ten (10) days each, said members will be permitted to accumulate 170 sick days, rather than 180.
 - d. Leave from the bank will not be available for family illness, nor should it be made available to an individual who has used the maximum allowable sick leave for family illness in the year preceding application for leave from the bank.
3. Current regulations concerning the sick leave bank will be transmitted to the District, and the CCTA will promptly inform the District of any changes or update in regulations.
4. Any dispute concerning operation of the sick leave bank shall be the sole responsibility of the CCTA, and shall not be subject to the grievance procedure.

B. Procedure

1. Any qualified unit member wishing to join the sick leave pool shall submit the appropriate application form to the Association Secretary by the second pay period in September* or within thirty (30) days of being hired.
2. Any qualified unit member who joins the sick leave pool will remain a member until such time as s/he notifies the Association Secretary in writing that s/he no longer wishes to participate in the pool. Any member resigning shall not be able to withdraw any days donated to the sick leave bank.

3. The Association Secretary shall prepare the official list of the unit members in the sick leave pool by the third pay period of the first semester.
4. Each unit member electing to join the sick leave pool shall donate two (2) days of accumulated sick leave to the pool each September for two (2) years. Any member of the Sick Leave Bank who is granted the use of sick days from the pool, shall, if he/she borrows four (4) days or more within any one (1) year, re-donate to the Bank two (2) days of sick leave each September for the next two (2) consecutive years.
5. Subsequent to September 30, 1981, if the total number of days remaining in the sick leave pool falls below 150 days, each member shall have one day deducted from his/her accumulated sick leave to reimburse the pool. The Secretary shall notify members when this happens.
6. A Review Committee comprised of three members appointed annually by the CCTA President shall administer the sick leave pool. This committee shall determine eligibility based on need as indicated by Doctor's written statement: prolonged illness or a series of illnesses, or some unforeseen emergency. All decisions of this committee shall be final. The Association Secretary shall be a nonvoting member of the Review Committee.
7. Decisions of the Review Committee shall be in writing with rationale for the decision. Such rationale shall then become part of the criteria for future decisions.
8. Application for sick leave pool benefits shall be made in writing to the Review Committee. Whenever possible, application shall be made when the unit member has five (5) or more sick leave days remaining. The unit member making a request for sick leave pool benefits shall submit such additional information as the Review Committee might request as necessary in making its decision.
9. Any current unit member or new hire not electing to join the bank within thirty (30) days of eligibility shall not be eligible again to join until the following September.
10. Members may contribute up to three (3) days more than required in any 365 day period subject to all the conditions of the bank and with no special advantages for the member.
11. The foregoing may be changed by a 2/3 vote of the Association membership by written ballot.

*These application forms may be submitted by the second pay period of January, 1981, and the bank shall begin operation on February 1, 1981. However, thereafter, application will be accepted only in September or within thirty (30) days of being hired.

The Association agrees to indemnify and hold the District harmless against any and all damages, including the costs of legal representation, that are incurred by the District in connection with any and all claims resulting from the Association's administration of the sick bank provisions of the Agreement.

ARTICLE XVI - MISCELLANEOUS PROVISIONS

- A. No teacher will be disciplined or dismissed without reasonable cause.
- B. Discipline/Dismissal Procedure for Teaching Assistants and Nurses – No teaching assistant or nurse will be disciplined or dismissed without due process. The following procedure will be used:
 - 1. Teaching assistants or nurses will be advised of performance standards to be met in all areas of responsibility, in writing.
 - 2. Specific suggestions for improvement in deficient areas will be made in writing. Teaching assistants or nurses will be warned in writing of failure to meet standards.
 - 3. Substantiation, that despite warning, the teaching assistant or nurse has failed to correct the deficiency (deficiencies) through presentation of relevant and sufficient evidence.
- C. Management Rights - Except as expressly limited by other provisions of this contract, the parties to this contract agree that all of the authority, rights, and responsibilities possessed by each party are retained by such respective party.
- D. In-service procedures may only be altered by mutual agreement of the Union and the District. (This refers to a specific document in effect July 1, 1986.)
- E. Substitutes - The Board will hire qualified substitutes whenever possible.
- F. This Agreement shall constitute the full and complete commitment between both parties and may be altered, changed, added to, or modified only through the voluntary consent of both parties in a written and signed amendment to the Agreement.

- G. Copies of the Agreement shall be printed in the Teacher Handbook and given to all unit members now employed or hereafter employed by the Board.
- H. It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

ARTICLE XVII – JOINT ACTION COMMITTEE

In the spirit of continued dialogue, interaction and cooperation between the Canton Central Teachers' Association and the Canton Central School District, a Joint Action Committee (JAC) has been established to address contractual matters brought forward by either party. The JAC shall be comprised of the President of the CCTA and four members designated by the CCTA, the Superintendent of Schools and three members designated by the Board of Education and three designated District representatives.

Any term or condition of employment that either party brings forward during the life of the Agreement shall be dealt with in the following manner:

The issue shall be presented to the JAC for review. If the matter can be resolved by the JAC, the written resolution of the JAC shall be executed as a Memorandum of Agreement, as a part of the contract.

Should the JAC be unable to reach mutual agreement on the matter in question, the issue may become part of the package for negotiation of a successor agreement between the parties.

No new items shall be presented to the JAC when negotiations begin, as noted in Procedures for Negotiation on page 2 of the contract.

ARTICLE XVIII - DURATION OF AGREEMENT

Salary and stipend increases will be applied retroactively to July 1, 2004, in accordance with Articles III and IV, and Appendix B. All other provisions of this Agreement will be effective upon ratification by both parties and shall continue in effect through June 30, 2010. Said Agreement can be modified only through the mutual consent of the Association and the Superintendent of Schools, the parties to this Agreement.

APPENDIX A

Memorandum of Understanding

Between

Canton Central School and Canton Teachers' Association

Covering Job-Sharing

"Job-sharing" shall be defined as two or more unit members sharing a full-time position.

I. Procedure for Seeking Approval

A unit member must submit a request, in writing, by April 1, of the year preceding the school year job-sharing is to commence, to the unit member's principal, or, in the case of a K-12 Special Programs position, to the Special Programs Administrator. This request should outline in detail the unit member's plan, program, reasons and rationale. Should the job-sharing plan involve two current unit members, it should be submitted jointly, and reflect any special arrangements or agreements between the two unit members.

All job-sharing leave arrangements should be for a full school year, and must commence in September. Exceptions to the foregoing may occasionally be made based upon special or unique circumstances.

II. Factors Considered by the Board of Education for Approval of Request for Creation of a Job-Sharing Position

- A. Positive recommendation of the administrative staff and Superintendent of Schools.
- B. Availability of qualified substitute to assume remaining portion of the job-shared position, or, in the case of two current unit members seeking to share a position, a qualified substitute to assume the remaining full-time position.
- C. Impact upon the educational program of the District, and upon the specific program involved.
- D. Tenure Status. Generally speaking, only tenured unit members or nurses with three or more years of District service will be approved for job-sharing.

Appendix A – continued

The decision of the Board to grant, refuse, or modify a request to create a job-sharing position shall be final and shall not be subject to the grievance procedure. All else is grievable.

III. Conditions

- A. Full-time unit member(s) who engage in job-sharing may be granted up to three consecutive one year leaves of absence from their full-time position(s) in order to be part of a job-sharing position.
- B. Salary and fringe benefits shall be prorated on the basis of the percentage of a full-time position worked. In no event shall the sum of the pro-rata percentage of salary and fringes exceed 100%. Determination of specific salary and fringe ratio for each participant shall be made prior to approval being granted by the Board of Education. Salary schedule credit shall continue to accrue at the rate of a step a year.
- C. Health Insurance - Unit members involved in job-sharing arrangement may choose one of the following options:
 1. Health Insurance payment by the District pro-rated in accordance with the percentage of time worked by each job-share partner.
 2. Buyout by the District pro-rated in accordance with the percentage of time worked by each job-share partner.
 3. One party becomes eligible for 100% insurance payment by the District upon request signed by both parties. No insurance payments are made by the District for the other party and neither party is eligible for a buyout.
- D. Specifics of Fringe Benefits
 1. Health Insurance - The District will pay the same percentage of the cost of health insurance as the percentage of salary being paid for the period of job-sharing. In order to retain coverage, unit members involved must make satisfactory arrangements to pay the remaining portion of the premium. If one of the job-share partners declines health insurance coverage, the District will pay up to 100% of the cost of health insurance for the other partner upon receipt of a request signed by both partners.

Appendix A – continued

2. Leaves - Unit members involved in job-sharing shall be entitled to the same number of the various leave days. Upon return to a full-time position, however, the unit member's cumulative sick leave shall be credited on a proportional basis for unused days during the job-sharing period.
3. Tenure Status and Seniority - The tenure status of job-sharing unit members shall remain undisturbed. Beginning 7/1/92, a job-sharing unit member will accrue seniority on a pro-rata basis, equal to the percentage of a full-time position worked.
4. Substitutes - Substitutes hired in conjunction with a job-sharing arrangement shall be considered long-term substitutes. They shall have no employment rights other than those ordinarily granted to long-term substitutes by contract, agreement, or policy, except that they shall be granted sick and personal leave time on a pro-rata basis equal to the percentage of a full-time position worked. Such leave time shall not accrue from one year to the next, regardless of the duration of any job-share arrangement. They shall be represented by the Union similar to all other long-term substitutes and pursuant to the attached document.

IV. Miscellaneous

- A. Duration- Each approved job-sharing arrangement shall be for a one-year period. Application for an additional one-year period shall be made in the same manner as for the original request, as set forth in Section I, Procedure for Seeking Approval.
- B. Unit members requesting to continue to job-share beyond a three year period shall be considered to be voluntarily requesting reduction to less than full-time status. The unfilled portion of their full-time position, or the full-time position resulting from a job-sharing arrangement between two former full-time unit members, shall be considered vacant and no longer encumbered.

In such an instance, the job-sharing arrangement shall be considered permanent, and annual request for approval shall no longer be required. In the event it becomes necessary for the District to alter or terminate a permanent job-sharing arrangement, the unit member(s) involved shall have those rights statutorily reserved to a unit member who voluntarily assumes a less than full-time position.

Appendix A – continued

- C. No job-sharing member may be disciplined, reprimanded or dismissed without just cause at any time during the term of the annual appointment. Any member who takes this position without a leave of absence shall be guaranteed the first full-time opening for which they are certified if they notify the Superintendent in writing of their desire to return to a full-time position.
- D. If a position reduction or elimination were to result in the layoff or reduction of time of a unit member in the same tenure area as the job-sharing position, then the following must occur before any regularly employed (non-substitute) unit member is reduced in position or laid off.
 - 1. All job-sharing positions must be eliminated.
 - 2. Unit members in the job-sharing position must accept a layoff, resign, or - if on leave of absence - must return to their full-time position upon expiration of their leave.
- E. Limitations of Agreement - Nothing contained herein shall in any way be construed as pertaining to or impacting upon contractual language dealing with other leaves of absence, or upon other arrangements, agreements, procedures, or policies covering other less than full-time employment situations, or upon terms and conditions of employment of any unit member or substitute not involved in job-sharing.
- F. Any job-sharing positions created by the District or becoming vacant must be posted and written notification of the opening and requirements must be sent to the Union President at least 60 days prior to appointments being made.
- G. All unit member applicants must be interviewed for any such position.

APPENDIX B

Agreement between the
Canton Teachers' Association

Representing the
Canton Central Summer School Unit Members

and the
Superintendent of Schools

ARTICLE I - EMPLOYMENT

First opportunity for summer school employment will be given to members of the bargaining unit, provided members of the unit desiring to work in summer school notify the District of their intentions by May 1.

ARTICLE II - SALARIES

STEP	2004	2005	2006	2007	2008	2009
1	3765	3915	4072	4225	4383	4548
4	4805	4997	5197	5392	5594	5804
7	5959	6198	6445	6687	6938	7198

ARTICLE III - LEAVES

A. Sick Leave

Summer School unit members shall be allowed two (2) sick days cumulative to five (5), provided that accumulated days shall be lost if a unit member is separated from summer school employment for more than two (2) consecutive years.

Appendix B – continued

B. Personal Leave

Summer School unit members shall be entitled to one (1) day of personal leave, provided that the request is in writing ahead of time to the Superintendent, except in emergency. Personal leave shall be noncumulative.

ARTICLE IV - GRIEVANCE PROCEDURE

The terms of this Agreement shall be subject to the grievance procedure as contained in the Agreement between the Canton Teachers' Association and the Superintendent.

APPENDIX C

Sample Performance Indicators for NYS Professional Development Criteria

1. Content knowledge of subject matter and curriculum.

- Teacher or teaching assistant has command of content area and uses expertise to expand student opportunities for learning
- Teacher or teaching assistant can demonstrate how content area is organized and is connected to other disciplines
- Teacher or teaching assistant implements lessons which link student's prior knowledge to new ideas and/or provides effective anticipatory set
- Teacher or teaching assistant implements lessons which are clearly linked to New York State Standards and performance indicators

2. Preparation employing necessary pedagogical practices to support instruction.

- Teacher or teaching assistant prepares lessons which reflect a strong understanding of the content
- Teacher or teaching assistant encourages student responsibility in the classroom
- Teacher or teaching assistant demonstrates skill with the use of visual as well as verbal methods of communicating information and understanding
- Teacher or teaching assistant designs tasks which are appropriate to content and student understanding

3. Instructional delivery that results in student active involvement and meaningful lesson plans that result in student learning.

- Teacher or teaching assistant prepares lessons which require students to develop questions and ideas
- Teacher or teaching assistant assigns tasks which require students to discover and evaluate patterns and relationships in information, ideas and structures

Appendix C – continued

- Teacher or teaching assistant uses collaborative pairs and/or cooperative learning appropriately and skillfully

4. Classroom management supportive of diverse student learning needs which creates a supportive learning environment.

- Teacher or teaching assistant identifies students' prior experiences, learning styles, strength and needs when designing and implementing a lesson plan
- Teacher or teaching assistant provides opportunity for guided and independent practice
- Teacher or teaching assistant selects alternative teaching strategies, materials and technology to achieve multiple instructional purposes (e.g. lecturing, modeling, questioning, experimental learning, role playing, Socratic seminar, project based learning)
- Teacher or teaching assistant interacts with students in a professional and courteous manner

5. Knowledge of student development and appreciation of the diversity and regular application of developmentally appropriate instructional strategies.

- Teacher or teaching assistant creates lessons and activities that recognize individual needs of diverse learners and variation in learning styles and performance
- Teacher or teaching assistant identifies students with possible special needs and refers them to appropriate resource
- Teacher or teaching assistant differentiates instruction and assignment appropriately to accommodate different levels as well as styles of learning among students
- Teacher or teaching assistant implements IEP goals for identified students

6. Student Assessment Techniques based on appropriate learning standards.

- Teacher or teaching assistant uses various ongoing assessment to monitor the effectiveness of instruction

Appendix C – continued


- Teacher or teaching assistant aligns assessment with standards, key ideas and/or performance indicators of NYS standards and school curriculum
- Teacher or teaching assistant applies a variety of formal and informal assessment techniques (e.g. observations, portfolios of student work, teacher or teaching assistant-made tests, performance tasks, projects, student self-assessments, standardized tests) to monitor student progress
- Teacher or teaching assistant maintains useful records of student work and performance and shares the information with the student

7. Collaborative relationships that are effective with students, parents or caregivers and support personnel.

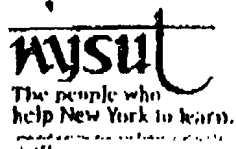
- Teacher or teaching assistant offers appropriate encouragement to students
- Teacher or teaching assistant handles confidential information and difficult situations ethically and with discretion
- Teacher or teaching assistant conveys expectations to parents/guardians of shared responsibilities in the learning process

8. Reflective and responsive practice that demonstrates that adjustments are made on a continuing basis to improve effectiveness of instruction and assessment.

- Teacher or teaching assistant collaborates with colleagues in order to obtain feedback on instructional practice
- Teacher or teaching assistant invites review of lesson plans for professional growth purposes
- Teacher or teaching assistant clearly identifies areas for improvement and develops a plan to achieve goal

*Kat - your copy
other files*


**Canton Central Teachers' Association
AFL-CIO Local 2539
Canton Central School
Canton, New York 13617**



**TO: Howard Smith
Superintendent of Schools**

**FROM: Susan F. Twyman
President**

DATE: June 29, 2001

**RE: MEMORANDUM OF UNDERSTANDING CONCERNING
PROVISIONS OF ACADEMIC INTERVENTION SERVICES
(AIS) BY SECONDARY FACULTY**

The following understanding shall take effect as of July 1, 2001 and will be subject to review by both parties prior to continuation beyond June 30, 2002 and will not be precedent setting or in the future be looked at as 'past practice'.

Whereas school districts must have developed an Academic Intervention Services plan for school board approval by July 1, 2000, and

Whereas said plan must specify services that will be provided to students scoring below designated performance levels on state assessments and students at risk or not meeting state standards,

The School District and the CCTA hereby agree that 9-12 teachers in the core curriculum areas subject to state assessment (English Language Arts, Math, Social Studies, and Science) who have five (5) full-time-equivalent teaching assignments may be assigned to one (1) AIS tutorial period per day. Teachers with full-time-equivalent assignments ranging between five (5) and six (6) periods shall be assigned to AIS tutorial periods in a pro-rated manner not to exceed a full-time-equivalent load of six (6) assignments.