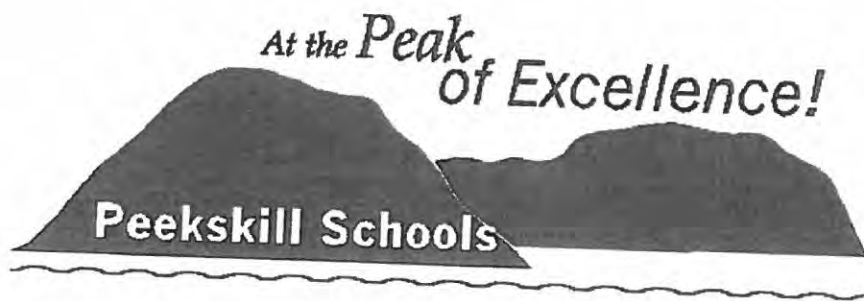


# PEEKSKILL CITY SCHOOL DISTRICT



CONTRACT

PEEKSKILL FACULTY ASSOCIATION

2016-2019

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## PREAMBLE TO TERMS AND CONDITIONS OF EMPLOYMENT

In order to effectuate the provisions of Chapter 392 of the Laws of 1967 (The Public Employees Fair Employment Law) and as amended in the Laws of 1969, this Agreement which is the result of the exchange of mutual promises between the chief executive officer of a public employer, the Board of Education of the City School District of Peekskill (hereinafter "Board" or "District"), and an employee organization, the Peekskill Faculty Association (hereinafter "Association" or "PFA"), is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2017 by and between the Superintendent of Schools and the Association.

## RECOGNITION

Recognition of the Association as the exclusive negotiating agent for the teachers has been given by the Board of Education through the adoption of the following resolution on July 18, 1967:

"The Board of Education of the Peekskill City School District having determined that the Peekskill Faculty Association is supported by a majority of the teachers in the unit composed of all certificated personnel of the Peekskill City School District as indicated in Appendix A, hereby recognizes the Peekskill Faculty Association as the exclusive negotiating agent for the teachers in such unit. Such recognition shall extend as provided by law and shall be continuous unless and until another employee organization submits to the Board of Education a competing claim of majority support and submits as evidence in support thereof a certified list of its members equal to or greater than 30% of the teachers in the above unit as provided by law; in which case this recognition shall be deemed to have lapsed and the matter of representation shall be resolved according to procedures established by the Public Employment Relations Board pursuant to Article 14 (Section 205) of the Civil Service Law."

The Board of Education of the Peekskill City Schools recognizes the Association as the exclusive negotiating representative for all certified personnel including nurses, psychologists, librarians, occupational therapists, physical therapists, social workers, school counselors, and teaching assistants of the Peekskill City Schools, except:

Superintendent of Schools  
Assistant Superintendents of Schools  
Business Managers & Assistants  
Supt. of Buildings & Grounds

Principals  
Assistant Principals  
Directors  
Coordinators

Membership in an employee organization shall not be, or be made, a condition of employment or a preference in employment nor a condition or a preference in, the continuation of employment of any person.

## **ARTICLE I - BOARD/ASSOCIATION RELATIONSHIPS**

- A. Before the opening of school or after the closing of school on school days, the Association shall have the privilege to use designated areas in school buildings for meetings of those in the negotiating unit provided there is no interference with any scheduled school activities. The use of such designated areas shall be arranged with the principal in advance. All requests for school building use shall conform to Board rules and regulations, provided, however, that there shall be no cost to the Association for such meetings. If there is no custodian on the job during the meeting, a professional staff member, who is a member of the Peekskill Faculty Association, must be responsible for the security of the building at no additional cost to the Board.
- B. The Association may distribute materials dealing with proper and legitimate business of the Association through teachers' mail boxes.
- C. The Association shall be provided adequate bulletin board space wherever possible in a Faculty Room or Workroom in each school for the posting of official notices and other official materials relating to Association business.
- D. The Association shall have the privilege to use interschool mail to transmit proper and legitimate business of the Association with a copy of the materials to the Superintendent.
- E. The Association shall have the privilege of using office machines owned by the Board and normally operated by teachers. Such paper and/or other materials used in the operation of those machines for Association purposes shall be supplied by the Association.
- F. The Board shall comply with any reasonable request by the Association for available information, excluding confidential personnel records, possessed by the Board which is relevant to the processing of any grievance by the Association or to the negotiation by the Association and the Board of any condition of employment. The same courtesies will be granted to the Board by the Association. The President (or his/her designee) of the Association will receive a copy of any monthly, quarterly, or annual fiscal reports turned out by the Business Office.
- G. The Association shall be provided with a copy of the complete official agenda of each regular or special Board meeting at least 24 hours prior to such meeting. The Association shall be provided with the official minutes of each Board meeting as soon as possible.
- H. Subject to the approval of the Superintendent or his/her designee, and such approval shall not be unreasonably denied, the Association shall be granted time

off with pay up to a maximum of 10 days or parts thereof each year to conduct Association business.

- I. Reasonable periods of time shall be provided for the PFA President, Grievance Chairperson, and Vice President to consult with Administration officials during the school day without undue interference with the educational responsibilities of such PFA officials. Time to carry out such official Association business shall not exceed 15 class hours per year, per individual. This is not intended to require that all such meetings be within the school day.
- J. If the PFA President is a secondary teacher, he or she shall be released from no more than two (2) periods per school day. If the PFA President is an elementary school teacher, he or she shall be released from one (1) period per school day and shall have no supervisory duty. The PFA President shall be permitted to utilize this time for Union business or other professional activities related to his/her employment in the District. Use of this time for purposes other than the above shall not be permissible.
- K. The Board shall provide the PEBF (Peekskill Employee Benefit Fund) Administrator with written notice of a change in an employee's payroll status within two (2) weeks of the time such change of status becomes effective where same will affect benefit coverage. Further, the Board agrees to provide written notice to the PEBF Administrator of any change in dependent status affecting fringe benefit coverage of a member of the bargaining unit within two (2) weeks of being made aware of such change. There shall be a reconciliation of accounts in January and June of each year.

## **ARTICLE II - DUES DEDUCTION AND AGENCY FEE**

- A. The Board agrees to such deductions from the salaries of its employees for dues of the Peekskill Faculty Association and such affiliate or other organizations as teachers individually and voluntarily authorize the Board to deduct. Authorization for said deductions shall be in writing and shall specifically set forth the amount to be deducted for each Association. The amount shall be transmitted to the Treasurer of the Peekskill Faculty Association by the Board in accordance with uniform practice.
- B. No later than October 1<sup>st</sup>, the Association shall provide the Board with a list and the original signed dues authorization cards of those employees who have voluntarily authorized the Board to deduct dues for the associations named in Section A and the Association shall forward at the same time to the representative associations a list of the name and address of members who have elected payroll deduction for such associations.
- C. Membership dues shall be deducted beginning with the first November paycheck, unless the parties mutually agree to an alternative date, with the dues deducted

in equal amounts from each regular salary check an employee is to receive on and after that date.

- D. Unit members hired after October 1<sup>st</sup> of each year, who submit a dues deduction card will be placed on dues deduction as of the second paycheck after submitting the Dues Deduction card if after November 1<sup>st</sup>. The dues of these employees will be deducted in regular amounts from subsequent paychecks. The Treasurer of the PFA will provide the prorated amounts of dues to be deducted on the dues deduction card.
- E. The Board agrees to deduct from employees' salaries an agency fee for the PFA for those employees who have not filed a payroll deduction form with the Board. The agency fee shall be in the amount of PFA dues and shall be deducted in accordance with Section 208(3)(b) of the Civil Service Law. Remittance to the PFA shall be with monthly dues payments.

### **ARTICLE III - GRIEVANCE PROCEDURE**

- A. A grievance is a claimed violation, misinterpretation, or inequitable application of the terms and conditions of this Agreement.
- B. Grievances shall be initiated in writing within twenty (20) working days of the date on which the act grieved occurred. Summer grievances within thirty (30) calendar days. A copy of all grievances shall be sent to the Superintendent.
- C. All grievances shall be processed through the Association grievance committee, which shall have the exclusive right to process a grievance. All grievances shall contain the names of the individual(s) affected.
- D. The Association and the District shall attempt to resolve all grievances either on an informal or formal basis. However, if such resolution is not accomplished within twenty (20) calendar days of the original submission, the Superintendent, or his/her designee, shall respond to the grievance, in writing, within the twenty (20) day period and, if denied, state the reasons for the denial of the grievance.
- E. Should the matter not be resolved in "D" above, the Association shall have twenty (20) working days from the date of the receipt of the Superintendent's or his/her designee's response to submit the grievance to final and binding arbitration.
  - 1. The parties shall then attempt to select a mutually agreed upon arbitrator. If they fail, the matter shall be referred to arbitration under the voluntary Labor Arbitration Rules of the American Arbitration Association.
  - 2. The arbitrator's decision will be accepted by both parties as final and binding.



3. The costs of the arbitration shall be divided equally between the District and the Association.

#### **ARTICLE IV - ACADEMIC FREEDOM**

Academic freedom is the teacher's right and responsibility to state and express all points of view and to present a broad spectrum of material to support these ideas as appropriate to and in relationship to established curricula. It is expected that the teacher will conduct himself/herself within the scope of his/her professional competency and the ability and maturity of his/her students to comprehend these ideas and materials.

#### **ARTICLE V - TEACHING YEAR**

##### **A. Length of School Year:**

1. The work of teachers shall begin no earlier than September 1<sup>st</sup> and end no later than June 30<sup>th</sup>.

2016-2019: 186 (existing "snow day" language remains in effect)

2. The school year for members is inclusive of conference, instruction, and opening day orientation. If no snow days are declared by the District, two such days shall be returned after the winter season and should one day be declared, then one day shall be returned.

##### **B. School Calendar:**

The Association shall submit its recommendation for the School Calendar to the Superintendent no later than March of the preceding school year.

#### **ARTICLE VI - TEACHER LIAISON COMMITTEE OF THE PEEKSKILL FACULTY ASSOCIATION**

- A. In order to improve communication between a building principal and his staff, there shall be a liaison committee in each building representing the classroom teachers and special professional personnel assigned to that building. The liaison committee in each building will be chosen by the faculty in that building by September 15<sup>th</sup>. At least one (1) member of each building liaison committee will be a building representative and each committee will consist of at least three (3) members.
- B. The liaison committee will be an advisory committee and will meet with their principal in order to submit recommendations for his/her consideration whenever necessary as mutually agreed upon for the following purposes:

1. To discuss professional issues of concern.
  2. To promote the general welfare of children and teachers.
  3. To review procedures within the building for possible improvements; for example, the collection of monies by teachers.
- C. The teacher liaison committee will meet once each month with the principal as a minimum and more often as mutually agreed upon.
- D. A designated teacher member and the Principal shall meet no later than two (2) school days prior to each committee meeting and combine such items as either party may wish to discuss into an agenda, which shall then be printed and disseminated to teachers in the building no later than one (1) school day prior to the meeting. Additional items, when mutually agreed upon, may be added to the final agenda prior to the meeting.

#### **ARTICLE VII - TEACHER EMPLOYMENT**

A. Certification:

The president of the Association shall be notified, in writing, of appointments of teaching personnel who are not permanently or provisionally certified.

B. Assignments:

1. All teachers shall be informed of their school grade level and/or subject matter assignment and their specific responsibilities at least one (1) month before the start of each term unless an emergency requires action which does not allow for one (1) month notification.
2. Continuing teachers will be informed of their tentative teaching assignments for the next school year in sufficient time prior to the submission of classroom supply and textbook budgets to allow for correct ordering of materials and supplies. The assignment notice shall include building and room assignment, subject and schedule. If any major changes are required, the teacher will be consulted and be able to adjust his/her budget accordingly.
3. a. A member of the bargaining unit, upon receiving certification in a new area or in an area where he/she is presently working, shall present the original of said certification to the personnel office within 30 days of receipt for copying with the original and a receipt for same to be returned to the member.

- b. A unit member may not be assigned more than one (1) period out of his/her current tenure area without his/her consent, regardless of certification.
- C. Part time professional personnel will be paid at the rate of 1/5 of the applicable annual salary for each class period assigned. Personnel so hired will be responsible for supervision and preparation periods prorated on the number of teaching periods worked (e.g. a 3/5 teacher, i.e. one who teaches three periods a day, shall be assigned 3/5 of a supervisory period and be provided with a proportionate amount of preparation time).

#### **ARTICLE VIII - VACANCIES**

All vacancies in certificated positions shall be filled pursuant to the following procedures:

- A. Such vacancies shall be adequately publicized, which shall mean, as a minimum, that a notice shall be posted in every school clearly setting forth a description of, and the qualifications for the position, including the duties and salary. During summer vacation, notices of vacancies shall be mailed to all staff members who have indicated an interest in being considered for such positions by the end of June. A listing of unfilled vacancies shall be included in the Opening of School Bulletin.
- B. Such notices shall be posted as far in advance as possible, which shall mean ten (10) days before the final date when applications must be submitted, but in an emergency situation, not less than seven (7) days before such date.
- C. Teachers who desire to apply for such vacancies shall submit their applications, in writing, to the Superintendent or his/her authorized agent within the time limit specified in the notice.
- D. Such vacancies shall be filled on the basis of qualification for the vacant post. Candidates in the Peekskill City School District, presently employed in the system, shall be given serious consideration in filling the vacancies.
- E. Teachers denied appointments to such vacancies shall be notified, in writing, at the time the position is filled.
- F. Summer School – Members of the bargaining unit shall be given preference for summer school teaching positions provided they are qualified as determined by the Superintendent of Schools or his/her designee who will not unreasonably exercise his/her discretion.
- G. Interscholastic Athletic Coaching & Extra-Curricular Activity Advisors
  - 1. Vacancies for Interscholastic Athletic Coaches and Advisors for Extra-



Curricular Activities shall be filled by qualified members of the Peekskill Faculty Association unless there are no applicants from the Peekskill Faculty Association. Individuals who are not members of the PFA who held positions as of July 1, 1995 are exempt from this provision for all positions currently held.

2. Any bargaining unit member found unsatisfactory for two (2) seasons will lose preference for a period of two (2) years. The member may reapply for preference and such application shall not be unreasonably denied. However, should a member commit an infraction of a serious nature including, but not limited to, corporal punishment, verbal abuse, theft and any other such act as determined by the District, preference may be revoked permanently. Any such determination will be subject to review pursuant to the arbitration procedure with the District to bear the burden of proof by a preponderance of evidence.

3. Posting of coaching positions shall be in the following months:

Fall:	March
Winter:	September
Spring:	November

In the alternative, all positions may be posted in March for the entire following year.

4. PFA President is to get a list of all applicants for coaching positions; notice of the appointment of any non-PFA member and the reason.
5. PFA President will be informed of any coach who is notified that his/her performance is found to be in jeopardy of losing preference.
6. If a PFA member fails to apply for a position by the posted deadline he/she shall have no preference for that position.

#### **ARTICLE IX – TRANSFERS**

- A. Teachers who desire a change in grade and/or subject assignment within a building shall file a written statement of such desire with the Superintendent of Schools no later than February 1<sup>st</sup>. Such statement shall include the grade and/or subject to which the teacher desires to be transferred, in order of preference.
- B. No later than April 1<sup>st</sup>, the Superintendent of Schools, or his/her designee, shall post in all school buildings a list of the known vacancies which will occur for the following school year. If a vacancy occurs during the school year, notice must be

posted in all schools within three (3) school days after formal acknowledgment of the vacancy by the Board of Education.

- C. Teachers who are interested in applying for such positions shall indicate their interest in accordance with the deadline posted for the position. Peekskill City School District teachers who have indicated a written interest in the vacancy shall be given an interview by the building personnel site based team. If a teacher is not successful in his/her candidacy, he/she may request and shall be given an interview by the building personnel site based team to discuss his/her application.
- D. The Superintendent or his/her designee shall notify teachers who are involuntarily transferred of the reasons for such transfers, in writing, and upon request, the teacher shall be entitled to a conference with the Superintendent or his/her designee.

#### **ARTICLE X - REDUCTION IN FORCE**

- A. Reduction in force will follow State Education Law.
- B. Teachers re-employed after excess shall be placed on the salary schedule at the next highest step to that at which they were placed at the time of excess, and shall receive credit for additional graduate courses taken after excessing, provided such courses meet the standards for approval applied to employed teachers.
- C. Copies of letters advising employees that their positions have been eliminated or that they have been excessed, as well as letters recalling them to employment, shall be sent to the President of the Peekskill Faculty Association.
- D. Plans for any tentative reduction in force, based on enrollment must be completed in time to advise affected staff members by June 15<sup>th</sup> or ten (10) days after the adoption of the Tentative Budget, whichever occurs first. Final notice of reduction in staff will be made ten (10) days after the adoption by the Board of the Final Budget. Seniority lists and tenure lists will be updated in the fall and provided to the Union association by January 1st of each year.

#### **ARTICLE XI - FAIR DISMISSAL**

- A. For Those Unit Members Subject to Education Law §3012-d:  
Probationary teachers must be observed at least three (3) times each year and receive from their evaluator a description of their strengths and/or weaknesses in accordance with the District's APPR Plan. Any weakness must be accompanied by specific objectives to be met in order to overcome any specific weakness listed in accordance with the District's APPR Plan. An assessment of teacher performance relative to these

stated objectives must be included in the subsequent summative evaluation. Probationary teachers must be informed by the date established below, if their continued employment is in jeopardy and the specific reasons for this including objectives to be met to remove the jeopardy. The above conditions shall not preclude the District from terminating a probationer based solely upon his/her performance or conduct after the notification date, including upon completion of the probationer's Annual Professional Performance Review, in accordance with the requirements of Education Law §3012-d and 8 NYCRR §30-31. However, in such a case, the reasons for such termination must be given to the probationer, in writing, upon request. The dates shall be as follows:

	4 Year Probationary Period	3 Year Probationary Period	2 Year Probationary Period
1 <sup>st</sup> Year of Probation	April 1	April 1	April 1
2 <sup>nd</sup> Year of Probation	April 1	March 1	March 1
3 <sup>rd</sup> Year of Probation	March 1	February 1	
4 <sup>th</sup> Year of Probation	February 1		

The dates for teachers appointed to probationary periods other than concurrent with the school year will be proportionate to this schedule.

B. For Those Unit Members Not Subject to Education Law §3012-d:

Probationary teachers must be evaluated three (3) times each year and receive from their evaluator a description of their strengths and/or weaknesses. Any weakness must be accompanied by specific objectives to be met in order to overcome any specific weakness listed. An assessment of teacher performance relative to these stated objectives must be included in the subsequent summative evaluation. Probationary teachers must be informed by the date established below, if their continued employment is in jeopardy and the specific reasons for this including objectives to be met to remove the jeopardy. The above conditions shall not preclude the District from terminating a probationer based solely upon his/her performance or conduct after the notification date. However, in such a case, the reasons for such termination must be given to the probationer, in writing, upon request. The dates shall be as follows:

	4 Year Probationary Period	3 Year Probationary Period	2 Year Probationary Period
1 <sup>st</sup> Year of Probation	April 1	April 1	April 1
2 <sup>nd</sup> Year of Probation	April 1	March 1	March 1
3 <sup>rd</sup> Year of Probation	March 1	February 1	
4 <sup>th</sup> Year of Probation	February 1		

The dates for teachers appointed to probationary periods other than concurrent with the school year will be proportionate to this schedule.

#### **ARTICLE XII - JOINT COMMITTEE**

A Joint Committee shall be established composed of the following members:

The Superintendent or his/her designee, a Central Office Administrator appointed by the Superintendent, the building principals, the Association's President and Vice President, a member of the School Board, and a representative of each building.

Its function shall be to meet monthly to review any problem situations, regardless of their mandatory/non-mandatory aspects, the need for in service and curriculum development programs which have not been resolved by the contract, and to make recommendations for resolving them to the Superintendent.

#### **ARTICLE XIII - USE OF REGULAR TEACHERS AS SUBSTITUTE TEACHERS**

- A. Whenever a principal or other person charged with responsibility for hiring substitute teachers to cover the absence of a regular teacher has been unable to find a substitute, a building principal may direct that other regular teachers share the responsibilities for teaching and student supervision of the absent teacher during their planning or preparation periods.
- B. Except for substitutions under Article XIX A.6, teachers so assigned shall be compensated at the contract hourly rate as referenced in Article XXII.G.1.

Time records of such assignments shall be maintained by each principal and reported on the day of each month that substitute reports are due. The Business Office shall calculate the pay of each teacher so reported to the closest quarter hour and they shall be paid on the first of the month following such report.

#### **ARTICLE XIV - TEACHER EVALUATION AND OBSERVATION**

- A. Committee composed of three (3) representatives chosen by the PFA and three (3) representatives chosen by the Superintendent of Schools will be constituted, as needed, for the purpose of reviewing the procedure and the forms to be used for evaluations and observations for the purpose of making recommendations for changes to the Superintendent and the Board of Education. Any recommended changes in the procedure and/or forms shall be the subject of collective bargaining.
- B. See Appendix A attached hereto for the process to be followed in the District only for those unit members not subject to Education Law §3012-d.



- C. The current evaluation procedure for athletic coaches shall be subject to review using the current APPR model.

#### **ARTICLE XV - PERSONNEL FILES**

- A. Every teacher shall have the right, upon request, to review the contents of his/her personnel records. A representative of the Association may, at the teacher's written request, accompany the teacher in this review. They will not be entitled to view materials originating outside the District that are clearly marked confidential. A teacher will receive a copy of all written comments made about him/her which are added to his/her personnel file.
- B. The teacher must acknowledge that he/she has had the opportunity to review the material by affixing his/her signature to the copy to be filed, with the express understanding that such signature, in no way, indicates agreement with the contents thereof. The teacher will also have the right to respond, in writing, to such material and his/her response shall be reviewed by the principal and the Superintendent or his/her designee and attached to the materials and made a part of his/her permanent file.
- C. In a case where a unit member questions the accuracy or factual truth of a non-confidential document placed in the personnel file, the unit member shall have the right to submit the matter immediately to the Superintendent. If a decision is made in favor of the unit member, the remedy shall be removal of the document from the file.
- D. Any written statements by management concerning a specific incident or event involving the performance of a unit member must be filed with the personnel office within thirty (30) working days of the time that management knew or should have known of the incident or event with a dated copy to be sent to the unit member involved. (Documents filed under Article XIV are excluded). Failure to meet the dating requirement will result in exclusion from the Personnel File. All materials for inclusion in the personnel files must be stamped with the date of receipt by the Personnel Office.

#### **ARTICLE XVI - TEACHING CONDITIONS**

- A. Meetings:
  - 1. Elementary - Teachers will be expected to attend departmental, building, or District meetings. Prior notice will be given and these meetings will generally not exceed 40 minutes per week.
  - 2. Secondary - Teachers will be expected to attend departmental, building or District meetings. Prior notice of such meetings will be given. There shall be no more than two (2) such meetings per month with such meetings not

to exceed one hour in length with the understanding that such meetings will not end any later than 3:40 P.M.

3. Evening Meetings - Teachers may be required to attend two (2) evening meetings per year, not to exceed two (2) hours in length to confer with parents of children they teach.

B. Extra-curricular Time:

Participation in extra-curricular and/or co-curricular activities which shall include chaperoning for which no additional compensation is paid shall be strictly voluntary. If the District cannot persuade a teacher to volunteer or find anyone outside the unit to supervise an extra-curricular activity, the problem shall be reviewed by the Joint Committee and recommendations made by it to the Superintendent.

- C. Principals and other administrative personnel shall have the right to confer with a teacher during, before, or after hours prescribed for the teacher's day when such individual consultation is in the best interests of the children, the teacher and the school system. Such meetings shall be scheduled by the Principal at reasonable times.

- D. The foregoing shall not preclude teachers from rendering assistance to students during or after regular school hours including, but not limited to: scheduled time for individual conferences, special tutoring of individuals or small groups, after-school conferences with parents, preparation of home study assignments and materials, groups seeking extra work or assistance in subject matter areas, and evaluation of student personnel records and interpretation of same for pupils and parents.

- E. Teachers will be allowed to dedicate three (3) of the five (5) morning preparation periods per week to professional technology related responsibilities, data collection and related activities (i.e., inputting grades, parent-teacher e-mails, updating the class page, etc.) for the term of this contract.

**ARTICLE XVII - CLASS SIZE**

- A. Teacher workload will be considered as the result of various factors having an impact on the educational process. For example: number of students in a class, number of preparations, number of classes, total number of students, types of students by ability and/or achievement, and other factors.
- B. Elementary (K-6) classes should not normally exceed thirty (30) students. If a class reaches twenty-eight (28) students, a meeting shall be held among an administrator (preferably the building principal), the teacher involved, and an Association representative to plan means for relieving the situation. When that

class reaches thirty-one (31) students, some other mutually agreed upon action (the cost of which shall be within the budget) shall be taken.

- C. Secondary academic classes (English, Social Studies, Mathematics, Science, Languages, and Business) should not normally exceed thirty (30) students. If a class reaches twenty-eight (28) students, a meeting shall be held among an administrator (preferably the building principal), the teacher involved, and an Association representative to plan means for relieving the situation. When that class reaches thirty-one (31) students, the action agreed upon at the twenty-eight (28) student level or some other mutually agreed upon action (the cost of which shall be within the budget) shall be taken.
- D.
  - 1. Physical facilities in a laboratory, shop, or special classroom shall be the determining maximum factor in that class size.
  - 2. Art and Music classes shall be treated as any other class with the exception of Chorus, Orchestra, and Band. See #D, 4 of this Article.
  - 3. In no case shall class sizes be interpreted to exclude programs, e.g., large/small group instruction, etc. Such experimental classes shall be an outgrowth of teacher-administration development.
  - 4. The teacher work load for physical education teachers (7-12) shall be 160 students daily with a maximum class size of 35. Within a class load of 160 students, teachers shall be paid per year the contract hourly rate for each student assigned to any class over 35.

E. Class Size:

Elementary and/or Secondary classes combining students of more than one grade level (example: a combination of 4th and 5th grades) should not normally exceed twenty-eight (28) students. If a class reaches twenty-six (26) students, a meeting shall be held with an administrator (preferably the building principal), the teacher(s) involved, and an Association representative to plan means for relieving the situation. When that class reaches twenty-nine (29) students, the action agreed upon at the twenty-six (26) student level or some other mutually agreed upon action (the cost of which shall be within the budget) shall be taken.

**ARTICLE XVIII - CLASS LOAD**

A. Elementary:

- 1. The teacher day will be seven (7) hours and twenty (20) minutes. This additional twenty (20) minutes will not be student contact time. The teacher's day shall include forty (40) minutes of a duty-free lunch. The District will provide forty (40) minutes of personal preparation time to every

teacher daily. To effectuate daily personal preparation time for every teacher, classes may be covered by building personnel currently employed by the District and the District shall not be required to hire any new full-time or part-time employees to cover the same. The foregoing shall be instituted on a pilot basis and shall be reviewed, during the 2016-2017 school year, to wit, at the end of the first semester and in June, by the Superintendent of Schools and the President of the PFA. The Superintendent of Schools, in his/her discretion, shall make the final determination as to the assignment and deployment of staff to effectuate daily preparation time to elementary teachers during the student day.

2. If an elementary teacher is called upon to substitute for a special subject teacher, he/she shall be compensated as referenced in Article XXII.G.1.

B. Secondary:

1. Teacher Day-

The teacher day shall be seven (7) hours and twenty (20) minutes of which five (5) hours will be teaching and/or supervision of students (exclusive of passing time). One (1) period shall be provided for lunch and personal use. A minimum of three hundred (300) minutes per week shall be available for planning including teacher preparation, student conferences, parent conferences, meetings, preparation of home study assignments and materials, professional groups or individuals seeking extra work or assistance, and evaluation of student personnel records and interpretations of same for pupils and parent. A minimum of one hundred eighty-four (184) minutes per week shall be available to each teacher for personal planning. These minimums are premised upon a five (5) day work week. The last three (3) sentences of this paragraph shall apply only to the high school secondary teacher day. Each high school teacher will have a minimum of at least one (1) professional personal planning period per day, during the student day. The professional personal planning period is to be used for planning instructional units, collecting and/or preparing materials for instruction or related educational work. The District reserved the right to use up to eight (8) of any teacher's such professional personal planning periods during the course of the school year for professional development.

2. Teaching periods:

All teachers shall be assigned a maximum of five (5) teaching periods per day.

In addition, a teacher may be assigned one (1) period of supervision or one (1) period of professional activity, which shall not require lesson



planning, grading, or report card entries. Such professional activities may include the following: Academic study halls, homework study halls, study skills help, computer lab supervision which may include SAT prep, peer tutoring supervision, in-school suspension, and peer mediation programs. For grades nine (9) through twelve (12), the cap for academic study halls or academic intervention services shall be fifteen (15). For homework study halls and study skills help, the cap shall be twenty (20).

- a) Where a teacher is assigned a supervision period, he or she may be assigned a call-back period which students are required to attend. Teachers who are assigned a professional activity period will be assigned a call-back period but will not have students assigned for mandatory attendance.
- b) It is understood and agreed that should a secondary school be subject to a block schedule, the maximum number of teaching periods per day will average five (5) periods over a two (2) day period.

3. Preparation Time:

Under ordinary circumstances, a teacher shall have a maximum of three (3) preparations. If a teacher is assigned more than three (3) preparations, the building principal will relieve the teacher of other duties so that the teacher may prepare adequately unless the fourth class covers basically the same lesson plan as another class taught by the teacher. The three (3) preparation maximum established in this paragraph shall not apply to any teacher with an assigned student load of 80 students or less. Teachers will be allowed to dedicate three (3) (morning zero period time) preparation periods per week to be used for technology required tasks (i.e., inputting grades, parent-teacher emails, updating the class page, etc.) for the term of this contract. The Superintendent shall have the authority to continue this use of preparation time if, in his/her opinion, it is an improvement in the use of time.

- 4. The total number of students assigned to a teacher shall range from 100 to 145 and special consideration will be made as appropriate to the type of student by ability and/or achievement or the requirements of a particular discipline. Such conditions shall not be applicable to Band, Orchestra, Chorus, and Physical Education. The total number of students assigned to physical education teachers, 7-12, shall be no more than 160 students daily.
- 5. The maximum teacher work load for other than physical education teachers assigned to class(es) with alternating day schedules are as follows:

Number of Alternate Day Periods	Number of Students
1	151
2	157
3	163
4	169
5	175

Teachers who are assigned a maximum load in excess of the figures shall be paid per year the hourly rate as referenced in Article XXII.G.1 for each such student assigned in excess of these figures for a school year.

### **ARTICLE XIX - ABSENCES AND LEAVES**

Those teachers (not day-by-day substitutes or part-time employees) paid at a yearly salary rate, who qualify under all of the requirements set forth in the following paragraphs shall be paid full wage payments in the amounts and conditions set forth.

#### **A. Leaves of Absence With Pay**

1. Personal illness shall occur when:
  - a) The teacher is absent from work because of a disability caused by sickness, or non-compensable accident and the disability is of such a degree that he/she is physically unable to work.
  - b) The teacher must be on duty as of the beginning of the absence; that is, she/he is not suspended or on a leave of absence. It can begin whether she/he reports for duty or not, if she/he is serving in the Peekskill Public Schools.
  - c) The teacher must notify the school officials promptly when she/he is unable to work. (For all ordinary purposes "Promptly" shall mean at least one (1) hour prior to the beginning of the day on which the teacher is absent.)
  - d) Sick leave shall be allowed with full pay for 17 days per year and shall be cumulative to a maximum of 200 days.
  - e) Each teacher shall receive notice from the Board of his/her accrued sick leave within two (2) weeks of a teacher's request for such information.
  - f) A Sick Leave Bank shall be created by transferring from each teacher's Sick Leave allowance one (1) day each year. The days so collected shall be in a Bank to be administered by a Sick Leave

Committee comprised of two (2) teachers appointed by the President of the Association and two (2) administrators appointed by the Superintendent. The decisions of the Committee shall be by majority vote. Teachers involved in catastrophic, prolonged or disabling illnesses (including illnesses resulting from pregnancy or childbirth, but not including pregnancy itself) who have exhausted their accumulated sick leave, may apply to the Bank for additional sick leave. A teacher may apply for one additional block of days for the same illness. There shall be no limit on the number of separate illnesses for which a teacher may apply. A medical certificate of illness by a medical doctor is required. Days contributed to the Bank shall not be counted in the total accumulation of a teacher for purposes of either sick leave or the benefit set forth in Article XXII, B.9. There shall be a ceiling of 1,800 days for each year of the contract. When a member of the Peekskill Association of Educational Secretaries (P.A.E.S.) unit petitions the Sick Leave Bank Committee for sick leave benefits, a member of the P.A.E.S. unit shall be allowed to serve on the committee as a voting member with all rights and privileges as other members. This P.A.E.S. committee member shall replace one PFA voting member under such circumstances. This P.A.E.S. committee alternate member shall be designated to serve in this capacity by the President of the Peekskill Faculty Association.

g) Attendance Review

In the event that the District determines that a unit member has demonstrated chronic abuse, or misuse, of sick leave, the following procedure shall be available for use by the District:

- 1) The unit member shall be notified in writing by the Director of Human Resources of the District's concern(s). (In the absence of appointment of a Director of Human Resources, the reference to the Director of Human Resources shall be to the central office administrator to whom human resources administration is assigned.) Said written notification shall also establish a conference date for a discussion of the District's concern(s). The conference shall be held by the Director of Human Resources. The employee shall have the right to Union representation at said meeting. A writing, which may include a formal reprimand, summarizing the conference shall be prepared by the Director of Human Resources and provided to the employee. The attendance of the teacher shall be thereafter closely monitored for improvement.

- 2) Thereafter, no sooner than six (6) months following issuance of the aforesaid writing, if no improvement in the employee's attendance record is evident, as determined by the District, a second conference shall be held to review the lack of improvement with the Director of Human Resources. The employee may be represented by the Union at said meeting. Following said meeting the District shall issue a written determination respecting the employee's deficient attendance which shall include a formal reprimand and the imposition of a penalty which shall be a reduction of up to ten (10) days to the unit member's contractual sick leave entitlement for the following school year.
  - 3) Nothing hereinabove set forth shall be deemed a prerequisite to institution of appropriate disciplinary proceedings pursuant to law. This procedure has been negotiated pursuant to the provisions of Section 3020-a of the Education Law and shall obviate the necessity of institution of Section 3020-a proceedings and/or any other procedures for the matters and disciplinary penalties herein contained.
  - 4) The determination of the chronic abuse or misuse of sick leave is subject to the grievance and arbitration provisions of this Agreement. In the event the Union believes the penalty imposed by the District is excessive, it may pursue the issue through the grievance and arbitration provisions of this Agreement.
2. Absence occasioned by injuries sustained while performing assigned duties shall not for the first sixty (60) working days thereof be counted against sick leave (if fully substantiated by medical certificate) and full payment of salary shall be made for each period, but after such sixty-day period, a continuance of such absences shall be charged against permissible sick leave up to the unused sick leave available to such injured person as above indicated. To be eligible for full salary payments, the injured employee must assign to the Board of Education all sums receivable by him or her as weekly compensation payments under Workers' Compensation Insurance (this does not include items received for reimbursement of sums spent or allowance for medical or surgical treatments). This policy shall become effective October 1, 1962 and shall not be retroactive as to the payments previously made to sick or injured persons, but shall be retroactive as to the accident leaves taken. All Workers' Compensation Claims must be filed expeditiously, in accordance with applicable law.

3. Death in Family:

Necessary absences occasioned by death in the immediate family shall be allowed with full salary payment and not charged against any leave for five (5) school days. Unit members may utilize the five (5) school days, in any six (6) month period, proximate to the death of the immediate family member, which shall include absence(s) for memorial services and/or legal proceedings respecting the family member's estate.

The following relationships are considered immediate family:

Grandmother, Grandfather, Grandchild	Grandparents-in-Law
Wife, Husband	Father, Mother
Son, Daughter, Stepchild	Brother, Sister
Mother-in-Law, Father-in-Law	Daughter-in-Law, Son-in-Law
Stepmother, Stepfather	
Life Partner	

4. Professional Improvement:

Teachers may be granted the following short-term professional leaves upon the request of the teacher to the Superintendent of Schools, through the building principal:

- a) Days for the purpose of visiting other schools and other school systems.
- b) Days to attend meetings or conferences of an educational nature.
- c) The time for appearance in any legal proceeding connected with the teacher's employment if the teacher is required by law to attend.

5. Personal and Cogent Reasons:

- a) Personnel in this unit may, at the discretion of the Superintendent or his/her designee, be entitled to a maximum of five (5) days per year with pay, non-cumulative, for stated personal and cogent ("P&C") reasons and not merely for personal convenience. However, twenty-four (24) hours or more notice, if possible, must be given to the principal and the Superintendent in all cases except illness or death in the family. This leave shall include among other things:

- ❖ Observance of religious holidays;
- ❖ Illness or injury to members of the immediate family which require the physical presence of the teacher;



- ❖ Death in the family;
- ❖ Receiving of a college or graduate degree;
- ❖ Attending the graduation of a member of the teacher's immediate family;
- ❖ Travel, for the purpose of attending the graduation of a member of a teacher's immediate family;
- ❖ Attending to financial or legal transactions that cannot be accomplished at any other time;
- ❖ Personal Family Business; and/or
- ❖ Travel, for the purpose of attending the unit member's own wedding, the wedding of a member of the unit member's immediate family, the unit member is a member of the wedding party, or wherein the unit member is a close personal friend of the bride and/or groom. (The term "wedding" shall include a wedding rehearsal dinner occurring the day before the wedding or the day before the weekend during which the wedding occurs).

- b) Unit members attending a wedding or graduation that is local shall be entitled to the use of one (1) personal day for the purpose of "travel." Local travel is defined as travel to a wedding or graduation in Rockland, Westchester, Putnam, and Orange Counties. Unit members, who are attending a wedding or graduation that is not local, and which falls outside of Rockland, Westchester, Putnam or Orange Counties, shall be entitled to the use of two (2) personal days for the purpose of travel. Notwithstanding the foregoing, unit members who request the use of personal leave days to travel to the wedding of a close, personal friend, shall be limited to one (1) personal leave day for travel.
- c) Absences for the above personal and cogent reasons must be approved by the Superintendent of Schools or his/her designee prior to the absence, if possible. Except, unit members shall submit requests for leave for the purpose of travel to the Superintendent of Schools, or his/her designee, at least one (1) month prior to the date of absence and shall indicate on his or her leave request, the location of the wedding or graduation and the unit member's relationship to the person(s) graduating or getting married.
- d) Unit members may use no more than one (1) personal leave day for extension of a weekend, holiday, or recess period due to extenuating circumstances beyond the unit member's control. For the purpose of this personal and cogent reason, unit members will be required to submit documentation to the Superintendent of Schools, or his/her designee, in support of the stated reasons for the delay. In the event the unit member is unable to submit supporting documentation to the

District for the use of the personal leave day for the reason of "circumstances beyond the unit member's control" he or she may be subject to the Attendance Review Procedure set forth in Article XIX(A)(1)(g).

- e) All personal leave requests shall be on forms provided by the District and must be submitted to the principal and forwarded to the Superintendent or his/her designee. For unit members submitting requests for personal leave for the purpose of travel to a wedding or graduation, the District reserves the right to request documentation from unit members in addition to the personal leave request form, which shall serve to verify the location of the wedding or graduation and identification of the unit member's relationship to the person(s) graduating or getting married.
- f) Unit members shall not be permitted to take unpaid personal leave, except for circumstances made known to the District, which are beyond the control of the unit member.
- g) All P&C days not used during the school year will be added to the accumulated total of sick days for the staff member not to exceed the maximum provided in Article XIX.A.1.

6. Emergencies:

All teachers in case of need may arrange with the principal or with the Superintendent to be absent from classes for a time not to exceed 1/2-day, provided arrangements have been made for proper supervision of the work of such classes during said absence. Such absence shall not cause substitute's pay to be deducted from the teacher's paycheck nor shall such absence be charged to any accumulated leave. Teachers must agree to substitute for one another at the request of the principal, at no cost to the Board, provided that such substitute duty shall be within the regular teaching area of the teacher substituting. Whenever possible, such substitute coverage shall not involve doubling of classes and teachers so substituting shall do so during time available when not conducting classes.

7. School Business:

All teachers absent in the performance of school business shall not have substitute's pay deducted from their checks. The Superintendent of Schools or his/her designee must approve all absences on account of school business and the absence shall not be deducted from any leave.

8. Jury Duty:

Teachers who are summoned for jury duty will receive full salary provided they return to the District any remuneration received for such service, with the exception of expense money, and this absence shall not be deducted from any leave.

9. Exchange Teaching:

Upon application, a leave of absence up to one (1) year with pay may be granted to one (1) tenured teacher per year to teach in another school provided that the other system agrees to furnish a teacher of corresponding rank or school level to fill the duties of the teacher who is on leave. The teacher must state his/her intention to return to the system for a period of one (1) year for each year of leave. If the teacher doesn't return, all monies paid shall be returned to the District. Upon return from such leave, the teacher shall be placed at the same position on the salary schedule as she/he would have been had she/he taught in the District during such period.

10. Teachers may be allowed additional time off with pay for other reasons when such reasons are considered valid by the Superintendent and the Board of Education.

11. If a currently employed teacher in the Peekskill City School District dies, the Superintendent will take appropriate action to allow teachers and students to pay their respect to the deceased.

B. Leaves of Absence Without Pay

1. Child Care Leave:

A child care leave of absence may be used by any unit member in order to permit the unit member to care for a newly-born infant, foster child or adopted child, and may be used prior to the birth or adoption to attend to matters in preparation for same. However, an employee will not be eligible for a subsequent child care leave of absence if he/she has not been actively teaching in Peekskill for a period of five (5) school months prior to the commencement of the requested leave.

Such leave shall be without pay or other benefits, and shall not exceed two (2) years duration unless extended by the District.

Applications for such leaves shall be made at least thirty (30) days prior to the intended commencement of such leave, where possible. The applications shall include the dates requested for leaving and returning.



Child care leave shall commence and terminate, in so far as possible, on September 1<sup>st</sup>, or February 1<sup>st</sup>.

Time on such leave will not be credited for advancement on the salary schedule, seniority, probationary service or longevity. Upon return to the District, a teacher will be placed in a similar position to the one held prior to such leave.

The District shall continue the employee in the group health insurance plan, provided the individual pays the premium for such coverage.

The employee shall provide the District with written notification of his/her intention no later than March 15<sup>th</sup> if a September 1 return is planned or October 15, if a February 1 return is planned. The District will send a written reminder to teachers of their obligation to provide written notice at least thirty (30) days prior to the date written notification is due. Failure to provide such notice shall disqualify the employee from any future child care leave of absence without pay for a period of five (5) years.

2. Peace Corps, Vista, National Teacher Corps:

Subject to Board approval, any teacher covered by this contract who is on tenure may be granted a leave of absence without pay for two (2) years to work as a teacher with the Peace Corps, Vista, or the National Teacher Corps. Upon return, his/her salary shall be the same as he/she would have received had the period of Peace Corps, Vista, or National Corps service been spent in the Peekskill Public Schools.

3. Additional Leaves:

Upon thirty (30) days' notice to the Superintendent, unit members may be granted a leave of absence of up to one (1) year without pay for other reasons which shall include but not be limited to graduate study, work in another related field, travel or rest. Leaves shall begin and terminate September 1<sup>st</sup> or February 1<sup>st</sup>. The District may make exceptions in emergency situations and shall not act arbitrarily or capriciously.

4. The employee shall provide the District with written notification of his/her intention to return at least sixty (60) days prior to the return date of the leave.

## **ARTICLE XX - UNIT MEMBER PROTECTION**

- A. The Board will reimburse unit members for any clothing or other personal property damaged or destroyed as a result of their interaction with disruptive

students, upon presentation of a receipt for the repair or replacement of the article(s).

- B. The School District will reimburse unit members for reasonable costs of repairing, or replacing dentures, eyeglasses, hearing aids, clothing or similar bodily appurtenances not covered by workers' compensation, which are damaged while discharging his/her duties within the scope of his/her employment, upon the presentation of a receipt for the repair or replacement of the article(s).

#### **ARTICLE XXI - MISCELLANEOUS PROVISIONS**

- A. Amendments to this Agreement may be proposed by either the Board or the Association but shall not be in effect until the formal adoption by the parties to this Agreement.
- B. The District shall provide sufficient copies of this Agreement to the Association to allow distribution by the Association.
- C. Lesson Planning is recognized as being conducive to the education process; therefore, it shall be each teacher's responsibility to prepare such plans. Plans of teachers shall be subject to review by supervisory personnel.
- Teacher lesson planning will be faculty directed and developed for the enhancement of the individual faculty members' instructional program. A district committee will be formed with teacher members selected by the president of the Peekskill Faculty Association and additional members selected by the District to mutually agree on the components that must be in a teacher's lesson plan. The required components for a teacher's lesson plan, as agreed upon by the committee, are: Objective(s), Activities, and Assessment.
- D. A committee of teachers will be involved in establishing class rosters each year.
- E. Student transfers from one assigned teacher to another will only occur after a meeting with the teachers involved, at which all parties will be informed of the reason for the transfer.
- F. First year probationary teachers may be required to attend orientation and in-service programs as developed jointly by the Association President and the Superintendent.
- G. No member of the bargaining unit, at present employed, shall be terminated and the position subcontracted or filled by an individual, corporation, agency, or organization not a member of the bargaining unit.
- H. Nothing contained in this labor agreement shall conflict with, nor be determined to conflict with, the Annual Professional Performance Review Regulations of the

Commissioner of Education which have been and may hereafter be issued, nor with the provisions of Section 3012-c or Section 3012-d of the Education Law of the State of New York, and any amendments thereto. If it is determined by a final court of competent jurisdiction that a conflict exists, the law and the aforesaid Regulations shall govern.

- I. Any arbitrator appointed pursuant to Article III of this contract shall be wholly without authority to consider, apply or interpret any provision of the District's Annual Professional Performance Review Plan, Section 3012-d of the Education Law, or any Regulation of the Commissioner of Education arising under Section 3012-d of the Education Law, or a dispute arising thereunder or relating thereto, except in cases where the District has failed to follow the procedural requirements of the APPR plan.

## **ARTICLE XXII - SALARIES**

### **A. Salary**

1. **First Year (2016-2017):** The salary schedule in effect for the 2016-2017 school year shall be created by increasing the salary schedule in effect on June 30, 2016 by one and one-half percent (1.50%). In addition, effective July 1, 2016, step increment shall be granted to all eligible unit members.

See attached Schedule A.

2. **Second Year (2017-2018):** The salary schedule in effect for the 2017-2018 school year shall be created by increasing the salary schedule in effect on June 30, 2017 by one and one-quarter percent (1.25%). In addition, effective July 1, 2017, step increment shall be granted to all eligible unit members.

See attached Schedule B.

3. **Third Year (2018-2019):** The salary schedule in effect for the 2018-2019 school year shall be created by increasing the salary schedule in effect on June 30, 2018 by one and one-tenth percent (1.10%). In addition, effective July 1, 2018, step increment shall be granted to all eligible unit members.

See attached Schedule C.

4. Effective for all teachers hired on or after February 1, 2001, the BA+15 column will be eliminated. All employees hired prior to that date shall be grandfathered.
5. The District shall provide a Section 125 plan at no cost to the District.

B. Differentials and Extra Compensations:

1. Service Increment – (See salary schedule)

The service increments are agreed to be cumulative and, therefore, will result in a total service increment payment for unit members at year 21 of \$3,800.

A service increment of \$1,900 will be paid after one year on top step of any salary lane and a minimum of eight (8) years in the District.

An additional service increment of \$1,900 will be paid after twenty (20) years of active service, of which at least fifteen (15) have been in this District.

2. University Graduate Credit:

- a) Teachers holding a bachelor's degree shall receive salary credits for those courses leading to a teaching certification whether or not in the field of their current employment.
- b) Teachers holding a Masters' degree shall not require prior course approval for graduate credits attained towards salary advancement for columns MA to MA+30. However, for course credit received beyond MA+30 up to MA+45, teachers shall obtain prior approval from the Assistant Superintendent for Human Resources, or his/her designee. All courses, which are appropriately submitted, shall be reviewed in a timely manner. Approval shall not be unreasonably denied and shall be made in accordance with the following criteria:
  - i. The content of the session and/or course must be within the current tenure area(s) and/or assignments of the teacher and shall benefit students in the teacher's current assignment; or
  - ii. There is a demonstrable relationship between the course(s) requested to the applying teacher's next higher degree – Masters' Certificate of Advanced Study (6<sup>th</sup> Year), Doctorate in tenure area, and assignment of current teacher employment; or
  - iii. The content of session and/or course(s) falls within a current District initiative; and
  - iv. The graduate course(s) requested are given by a degree-granting institution and the degree-granting institution utilizes

the course(s) selected by the unit member in the institution's own program(s) towards a Masters' degree.

- c) Teachers shall notify the District prior to enrollment on appropriate forms.
- d) Teachers shall be entitled to only one column movement per school year based upon the completion of graduate credits. Application for column movement must be made to the Superintendent or his/her designee no later than September 30 of each school year.

3. Tutoring Pay:

Tutoring services beyond the normal school day shall be compensated at the contract hourly rate as referenced in Article XXII.G.1.

4. Prior Service Credit:

Each newly appointed teacher shall be granted credit for prior experience as it relates to the best interest of the school district.

5. Student Teacher Supervision:

Supervision of student teaching shall be voluntary.

6. Extra-Curricular Compensation:

- a) For salaries for extra and co-curricular activities, see Schedules F & G. Coaches' salaries shall be indexed on BA, Step 2 of the salary schedule in effect on June 30, 2016. However, for the term of July 1, 2016 through June 30, 2019, such salaries shall not be increased and shall remain at the amount in effect on June 30, 2016. Effective July 1, 2019, coaches' salaries shall be indexed on BA, Step 2 of the salary schedule in effect on June 30, 2019.
- b) In addition, \$8,000 shall be distributed each year over and above the increases resulting from the increase in the salary schedules. This amount shall be distributed at the end of the school year. The distribution of the amount shall be based upon the following:

The number of years that the coaches of co-curricular activities have participated in the Peekskill City School District will be totaled by the end of the school year.



This amount will be divided into \$8,000. Payment to each coach will be made by multiplying the calculated amount times the individual coaches' years of service.

The coach must complete the scheduled assignment in order to be eligible for the payment. No partial shares will be distributed.

The schedule of years of service will be given to the Business Office by the PFA. The calculation and distribution of \$8,000 will be made by the Business Office, reviewed by the PFA, and then payment will be made.

For the 2016-2017 school year, \$25,000 shall be allocated by the District and Association to raise coaches' stipends. Effective July 1, 2017, this provision shall sunset and be of no further force and effect.

7. All differentials shall be eliminated. In place of a differential, the following compensation shall be paid:
  - a) Guidance Counselors, School Psychologists and Social Workers:
    - i. Work performed during the school year after the teacher work day, with prior approval of the Superintendent or his/her designee, shall be paid at the contract hourly rate as referenced in Article XXII.G.2.
    - ii. Work performed during the summer, with prior approval of the Superintendent or his/her designee, shall be paid at the hourly rate as referenced in Article XXII.G.1 if working with students, or G.2 if not working with students. Any summer work, with prior approval of the Superintendent or his/her designee, which takes less than one day shall also be paid at the contract hourly rate as referenced in Article XXII.G.1 if working with students, or G.2 if not working with students.
    - iii. Guidance counselors working during the summer recess will be paid per diem rate.
  - b) Special Education Teachers:
    - i. The preparation of I.E.P.'s pursuant to applicable state regulations, required parent conferences beyond the regular school day, appearances before the committee on exceptional children and related appeals, by special education teachers, taking place during the school calendar

year, will be reimbursed at the contract hourly rate as referenced in Article XXII.G.2, to a maximum of fifteen (15) hours.

- ii. Work during the summer, with the approval of the Superintendent or his/her designee, shall be compensated at the contract hourly rate as referenced in Article XXII.G.1 if working with students, or G.2 if not working with students. This compensation shall be in addition to the fifteen (15) hours in the preceding paragraph.
- iii. Special education teachers shall be provided with one (1) day of released time in each semester for the purpose of writing and updating I.E.P.'s.

c) Committee on Special Education:

Members of the committee on special education shall be compensated at the contract hourly rate as referenced in Article XXII.G.2.

Additional payment for one-half (1/2) hour of preparation time for each two (2) hours of meeting time shall be made at the contract hourly rate as referenced in Article XXII.G.2 to the members of this committee.

- 8. Any teacher who is assigned another class period in addition to his normal load of five (5) class periods, plus one (1) supervisory/professional activity period, will receive a stipend equal to one fifth (1/5) of his/her annual salary.
- 9. Unit members will receive in their last year of service prior to retirement and upon prior notice fifty dollars (\$50) for each day of unused sick leave for each sick day earned in excess of 109 days, up to a maximum of two hundred ten (210) days of unused sick leave. Any person intending to retire at the end of the school year must notify the Superintendent of his/her intention to do so by January 1<sup>st</sup> of that school year, in order for this provision to become effective. Payment of this benefit will commence with the first paycheck issued in February of the year notification is given.
- 10. In the event that an active member of the Peekskill Faculty Association, who is on payroll, and who has served fifteen (15) years in the Peekskill City School District, becomes deceased, the spouse, authorized representative, or estate of the individual shall receive a payment equal to fifteen dollars (\$15.00) times the number of unused sick days up to a maximum of one hundred (100) days. For the purpose of this section,

unused sick leave shall be calculated on the basis of total sick days earned up to the date of decease. Sick leave shall be earned at the rate of one tenth (1/10) of the total number of sick days authorized by contract per month. An individual must work for at least ten (10) days in a month in order to receive full credit for that month.

- C. Professional staff members who are currently being paid at or reach the BA+60 level, upon presentation of the earned Master's Degree, shall be placed on the MA schedule.
- D. In-service credit may only be granted where there is at least a minimum of fifteen (15) hours of required classroom attendance and evidence is produced that such attendance requirement was completed.

All in-service work must receive the prior approval of the Superintendent or his/her designee which shall not be unreasonably denied.

- E. Evening School Teaching:

Teachers of this unit who are employed to teach in the Adult Education or Evening School Programs shall be given first consideration for these positions and shall be compensated at the contract hourly rate as referenced in Article XXII.G.1.

- F. Payroll Dates: The District shall notify the members of this unit in advance of the school year as to the exact dates of salary payments. (Opening of School Bulletin)

- 1. Payment to be on the basis of:
  - a) 1/26 of year's salary and 5/26 on the last pay day.
  - b) 1/22 of year's salary on each pay day.
- 2. Whichever option is elected by the individual teacher shall remain in force for the entire school year. Continuing teachers who wish to change their option shall notify the Business Office in writing prior to receipt of the last paycheck in June.
- 3. In any of the options, if the payday falls on a day off, the teachers shall receive their checks on the last day of school before the day off.
- 4. Final checks will be distributed on the last official day of school.

- G. Hourly Rates: The following hourly rates shall apply:



1. \$48.00 per hour for teaching, including but not limited to, elementary substitution, tutoring, summer school, evening school instruction, LEAP program, teaching coverage in the secondary level, and any other direct instruction. Effective July 1, 2017, the hourly rate for teaching shall be increased to \$50.00 per hour. Effective July 1, 2018, the hourly rate for teaching shall be increased to \$52.00 per hour.
2. \$40.00 per hour for curriculum work, special education committee meetings, preparation of IEP's, and staff development. Effective July 1, 2018, the hourly rate for curriculum work shall be increased to \$42.00. Effective July 1, 2019, the hourly rate for curriculum work shall be increased to \$44.00.
3. \$38.00 per hour in two (2) hour block of time for chaperoning, supervision and non-instructional contact time.
4. \$38.00 per hour for teaching assistants and nurses.

H. Summer School Salaries:

Should the District offer a summer school program, teachers will be compensated based upon the hourly rate as referenced in Article XXII.G.1.

**ARTICLE XXIII - INSURANCE**

A. Health Insurance

1. The Joint Governance Board shall be vested with the authority to determine the benefits the Plan will offer and to determine all questions regarding eligibility for benefits of all claimants including, but not limited to, retirees. The Board, supported by member contributions, will pay the full cost of both the individual and dependent (family) health insurance plan as provided by the joint employer-employee trust fund established by the Putnam/Northern Westchester BOCES and its component districts subject to the following employee contribution amounts which shall be accomplished through payroll deduction. Effective June 30, 2016, employees will contribute fifteen percent (15%) of the cost of the health insurance plan as provided by the joint employer – employee trust fund established by the Putnam/Northern Westchester BOCES and its component districts.

Effective for the 2018-2019 school year, in addition to a unit member's contribution of fifteen percent (15%) of the premium cost of health insurance, all active unit members shall contribute an additional three-hundred dollars (\$300.00) if they receive family health insurance coverage, and an additional one-hundred fifty dollars (\$150.00) if they

receive individual health insurance coverage. Said contribution amounts shall be deducted from the last payroll check in June 2019 and be a one-time payment.

Nurses and Teaching Assistants will pay fifty (50%) percent of the premium contribution for health insurance that staff contribute (i.e., staff pay fifteen percent (15%) contribution, nurses and T.A.s pay seven and one-half percent (7.5%)).

2. The Plan as outlined in the Putnam/Northern Westchester Health Insurance Plan Agreement shall become effective on July 1, 1992.
3. Working Spouse Rule:  
  
The terms and conditions of the Working Spouse Rule, attached hereto as Appendix C, as administered by the Putnam/Northern Westchester BOCES on behalf of the District, shall be deemed part of this Agreement and applied to the granting of health insurance.
4. In the event the Joint Governance Board fails to extend this Agreement beyond June 30, 1995, the Plan benefits will be frozen, except that the UCR formulas, the indexing of deductibles and out-of-pocket annual maximum payments will continue to be adjusted as agreed to in the Plan Agreement. The Plan benefits will remain frozen until there is a successor agreement by the Joint Governance Board to extend, amend, or terminate the Plan.
5. If the Peekskill City School District, after June 30, 1995, decides to withdraw from the Consortium, the District will be obligated to provide a plan of benefits equal to the plan of benefits in existence at the time of withdrawal.
6. Retired professional staff members will be entitled to the same health insurance benefits that are available to actively employed staff at the time of their retirement.
  - a) Retirees will contribute the same dollar amount in their first year of retirement as in their last year of active employment.
  - b) In their second year of retirement the retirees will contribute eighty percent (80%) of the amount paid in their last year of employment.
  - c) In their third year of retirement the retirees will contribute sixty percent (60%) of the amount paid in their last year of employment.

- d) In their fourth year of retirement the retirees will contribute forty percent (40%) of the amount paid in their last year of employment.
  - e) In their fifth year of retirement the retirees will contribute twenty percent (20%) of the amount paid in their last year of employment.
  - f) After their fifth year of retirement the retiree will have no contribution for health insurance.
  - g) Should the employee switch the level of coverage the dollar amount will be adjusted accordingly.
  - h) Semiannual payments will be made July 31<sup>st</sup> and January 31<sup>st</sup>.
7. Members of this unit may at their option withdraw from the District's health insurance plan. For each year that a unit member does not participate in the health insurance plan, the unit member shall receive a cash payment of \$1,000 if covered by the family plan, or \$500 if covered by the individual plan. The payment, in lieu of health insurance, will be made in two installments. The first installment will be included in the last paycheck received in January, and the second installment will be included in the last paycheck in June. These payments will be made for each year that the unit member remains withdrawn from the health insurance plan.
- A unit member who has withdrawn from the insurance plan may re-enter the health insurance plan at any time, by notifying the Business Office in writing. Health insurance will become effective at the earliest date after receipt of written notification as permitted under the rules of the health insurance plan. In the case of re-entry, payments made for time withdrawn from the plan will be prorated.
8. Except as expressly amended in the Putnam/Northern Westchester Health Insurance Plan Agreement, the health plan benefits in effect as of June 30, 1992, shall remain in effect when the Joint Governance Board assumes jurisdiction over the Plan on July 1, 1992. Any change in any aspect of the Plan not specifically set forth in the Plan Agreement must be made by a majority vote of the full Joint Governance Board.
9. The parties agree to re-open negotiations respecting health insurance benefits to discuss the implications and consequences of the Federal Affordable Care Act and any changes to the health care plan made necessary by said legislation.

B. Tax Sheltered Annuities:

The Board will provide payroll deduction to any professional staff member who elects a Tax Sheltered Annuity program as endorsed by the Board and the Association. The number of offerings shall be limited to eighteen (18).

Any unit member who wishes to effect a change in a Tax Sheltered Annuity program shall file a written request with the Business Office who shall process same with the Payroll Department, so that the subsequent payroll check, after receipt of the written notice, shall reflect said change.

The enrollment periods for initiating a tax sheltered annuity will be the months of September and February. Applications must be filed in the Business Office between the first day and the last day of these months.

Tax shelter annuity deposits shall be remitted to the program by the District twice each month.

C. Personal Automobile:

Professional staff members who are approved to transport students in personal automobiles on school business shall be covered by a District policy.

D. Trust Fund:

The District shall contribute the following amounts, per unit member, to the Peekskill Employees Benefit Fund in each year of the Agreement.

Effective July 1, 2016: \$1,210.00

Effective July 1, 2017: \$1,225.00

Effective July 1, 2018: \$1,240.00

Such payment will be made by the District to the Fund in a lump sum on a date to be arranged between the Trustees and the District, but no later than October 1 of each year.

E. The District shall provide payroll deduction for membership in the Hudson River Teachers Federal Credit Union.

**ARTICLE XXIV - MILEAGE ALLOWANCE**

- A. Personnel who have been approved by the Superintendent or his/her designee to use their own automobile for traveling on school business outside the District shall be compensated at the Board approved rate. Mileage allowances shall be paid within thirty (30) days of receipt of verified claim by the Business Office.

- B. Personnel who have been approved by the Superintendent or his/her designee to use their personal automobiles in traveling between assigned schools, together with any special demands, shall receive a mileage allowance at the Board approved rate per mile of approved travel after submission of a monthly log showing actual mileage use. This log will be submitted every month by said employee and will be processed by the District and paid to the employee within thirty (30) days of receipt.

#### **ARTICLE XXV - DRUG TESTING**

See Appendix B attached hereto for the process to be followed in the District.

#### **ARTICLE XXVI - SECTION 204-a AMENDMENT TO THE TAYLOR LAW**

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT 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 XXVII – NURSES, PSYCHOLOGISTS, AND SOCIAL WORKERS**

- A. The Nurses, Psychologists, Guidance Counselors, Librarians, Occupational Therapists, Physical Therapists, and Social Workers will receive all the benefits of this contract unless specifically excluded.
- B. All terms and conditions of this contract reasonably applicable to the Nurses, Psychologists, Guidance Counselors, Librarians, Occupational Therapists, Physical Therapists, and Social Workers may apply to them unless specifically excluded, i.e. lesson planning and preparation time.
- C. The Nurses' Salary Schedules for each year of the Agreement are attached hereto as Schedule E. Longevity for Nurses shall be the same as teachers.
- D. Social Workers, Librarians, Occupational Therapists, Physical Therapists, Guidance Counselors, and Psychologists will be treated as teachers.

#### **ARTICLE XXVIII - TEACHING ASSISTANTS**

The terms and conditions governing Teaching Assistants are as follows:

##### **TEACHING ASSISTANT ARTICLE I - Recognition**

- A. The title of teaching assistant is covered in the Recognition clause contained in the collective bargaining agreement.



- B. It is hereby agreed that the terms and conditions of employment contained in the existing collective bargaining agreement shall not apply to the title of teaching assistant. Rather, the terms and conditions of employment for the title of teaching assistant shall be those contained hereafter specifically referred to as Teaching Assistant Articles.

**TEACHING ASSISTANT ARTICLE II - Salary/Payroll**

A. Salary:

1. Teaching Assistants hired prior to June 30, 2008 shall be paid an annual salary for the school years, pro-rated as necessary in accordance with the following scale in Schedule D:

2016-2017	\$34,810.00
2017-2018	\$35,245.00
2018-2019	\$35,633.00

2. All Teaching Assistants hired on or after September 1, 2008 shall be paid the following salaries during his/her probationary period.

2016-2017	\$30,611.00
2017-2018	\$30,994.00
2018-2019	\$31,335.00

Once a Teaching Assistant has achieved tenure, he/she shall be compensated at the position rate described in Teaching Assistant Article II, Section A(1) above.

- B. Effective February 1, 2010, all tenured Teaching Assistants who hold a bachelor's degree or higher shall receive an annual stipend of three thousand dollars (\$3,000). Effective for the 2016-2017, 2017-2018, and 2018-2019 school years, Teaching Assistants who have already received tenure or are granted tenure within the foregoing school years, shall be granted an annual cash bonus of \$400.00. Effective June 30, 2019, the annual cash bonus of \$400.00 shall sunset and be of no further force and effect.
- C. A longevity schedule shall be established for teaching assistants as follows: five hundred dollars (\$500) after completion of five (5) years as a teaching assistant in the District; an additional five hundred dollars (\$500) after completion of ten (10) years as a teaching assistant in the District.

D. Payroll:

Teaching assistants shall be paid on the basis of:

1. 1/26 of year's salary and 5/26 on the last pay day, or
2. 1/22 of year's salary on each pay day.

Whichever option is elected by the teaching assistant shall remain in force for the entire school year. Continuing teaching assistants who wish to change their option shall notify the Business Office in writing prior to receipt of the last paycheck in June.

In any of the options, if the payday falls on a day off, the teaching assistant shall receive his/her check on the last day of school before the day off.

Final checks will be distributed on the last official day of school.

**TEACHING ASSISTANT ARTICLE III - Work Year/Day**

Teaching Assistants shall work the same work year as members of the Peekskill Faculty Association including attendance during Superintendent's Conference Days.

The work day shall be seven (7) hours and twenty (20) minutes per day to be determined by the building principal in which the teaching assistant is located. Teaching assistants shall have one uninterrupted forty-five (45) minute period for lunch and personal use.

Teaching Assistants shall be entitled to one daily preparation period during the student day, if practicable. Period will be defined as equivalent to a teaching period in the assigned building.

**TEACHING ASSISTANT ARTICLE IV - Sick Days**

- A. Members of the bargaining unit shall be allowed up to ten (10) days sick leave with pay if the member is unable to work due to personal illness.
- B. Sick days shall be accrued on a monthly basis beginning with the first month of the school year or the first month of employment, whichever is later. Within the provision, however, in recognition of the possibility of an extended illness for which sufficient sick leave may not have accrued, the teaching assistant shall be credited with five (5) sick days on the first day of school in September and five (5) sick days on February 1 which may be utilized for illness, if necessary. It is understood, however, that should the teaching assistant leave the District's employ for any reason prior to having earned these days, the teaching assistant

shall be responsible for returning payment to the District for any sick days taken in excess of those days actually earned.

Sick days may be accumulated up to a maximum of sixty (60) days.

- C. Teaching Assistants must notify the District of their absence in accordance with district policy.
- D. The District may require the employee to provide a physician's statement justifying the employees' absence or that the employee be examined by the District's physician.

#### **TEACHING ASSISTANT ARTICLE V - Personal Days**

- A. Unit employees may, at the discretion of the Superintendent or his/her designee, be granted five (5) leave days per year with pay for personal reasons.

This leave shall be limited to the following occurrences which cannot be scheduled outside the employee's work day:

- 1. Legal matters.
- 2. Medical/dental appointments or tests for the employee, employee's spouse or dependent children.
- 3. Personal emergency problems, defined as follows:
  - Household disasters such as fire, flooding resulting from plumbing or natural disaster, heating, electrical short, no electricity, or any other major damage.
- 4. Travel, for the purpose of attending the graduation of a member of a Teaching Assistant's immediate family or the purpose of attending the Teaching Assistant's own wedding, the wedding of a member of the Teaching Assistant's immediate family, the Teaching Assistant is a member of the wedding party, or wherein the Teaching Assistant is a close personal friend of the bride and/or groom. (The term "wedding" shall include a wedding rehearsal dinner occurring the day before the wedding or the day before the weekend during which the wedding occurs).

Teaching Assistants attending a wedding or graduation that is local shall be entitled to the use of one (1) personal day for the purpose of "travel." Local travel is defined as travel to a wedding or graduation in Rockland, Westchester, Putnam, and Orange Counties. Teaching Assistants, who are attending a wedding that is not local, and which falls outside of Rockland, Westchester, Putnam or Orange Counties, shall be entitled to

the use of two (2) personal days for the purpose of travel. Notwithstanding the foregoing, Teaching Assistants who request the use of personal leave days to travel to the wedding of a close, personal friend, shall be limited to one (1) personal leave day for travel.

Teaching Assistants shall submit requests for leave for the purpose of travel to the Superintendent of Schools or his/her designee at least one (1) month prior to the date of absence and shall indicate on his or her leave request, the location of the wedding or graduation and the unit member's relationship to the person(s) graduating or getting married.

- B. Teaching Assistants may use no more than one (1) personal leave day for extension of a weekend, holiday, or recess period due to extenuating circumstances beyond the unit member's control. For the purpose of this personal and cogent reason, Teaching Assistants will be required to submit documentation to the Superintendent of Schools or his/her designee in support of the stated reasons for the delay.

In the event that a Teaching Assistant is unable to submit supporting documentation to the District for use of the personal leave day for the purposes of "circumstances beyond the unit member's control" he or she may be subject to the conditions set forth in the Teaching Assistant Article IX, "Unauthorized Absence."

- C. Unit members shall not be permitted to take unpaid personal leave, except for circumstances made known to the District, which are beyond the control of the unit member.
- D. Any unused personal leave days at the end of the school year will be credited to augment the employee's accumulated sick leave.

#### **TEACHING ASSISTANT ARTICLE VI - Bereavement Leave**

- A. Necessary absences occasioned by death in the immediate family shall be allowed with full pay for up to five (5) days. Teaching Assistants may utilize the five (5) school days, in any six (6) month period, proximate to the death of the immediate family member, which shall include absence(s) for memorial services and/or legal proceedings respecting the family member's estate.
- B. Immediate family shall be defined as husband, wife, life partner, son, daughter, mother, father, brother, sister, mother-in-law, father-in-law, stepmother, stepfather, and any other relative residing in the immediate household of the employee or for whom the employee is responsible.

#### **TEACHING ASSISTANT ARTICLE VII - Child Care Leave**

- A. A child care leave of absence may be used by any employee in order to permit the employee to care for a newly-born infant, foster child or adopted child, and may be used prior to the birth or adoption to attend to matters in preparation for same.
- B. Such leave shall be without pay or other benefits, and shall not exceed twelve (12) months' duration unless extended by the District.
- C. Applications for such leaves shall be made at least thirty (30) days prior to the intended commencement of such leave, where possible. The applications shall include the dates requested for leaving and returning, where possible.
- D. Time on such leave will not be credited for seniority, probationary service, or longevity. Upon return to the District, an employee will be placed in a comparable position to the one held prior to such leave provided such a comparable position exists.
- E. If possible, the District shall continue the employee, while on leave in the group health insurance plan, provided the individual pays the premium for such coverage. The employee shall provide the District with written notification of his/her intention to return at least sixty (60) days prior to the return date of the leave. If the employee fails to provide such notice, or provided such notice and fails to return on the appropriate date, the employee shall be deemed to have resigned as of the date he/she was to return from such leave.

#### **TEACHING ASSISTANT ARTICLE VIII - Jury Duty**

A member of the bargaining unit will be permitted to attend jury duty with full pay for whatever number of days may be necessary to meet the requirements of jury service upon prior notification in writing to the District's Personnel Office. The District will receive any reimbursement made to the employee. In order to be eligible for paid jury duty as set forth herein an employee must adhere to the rules pertaining to "call in" and return-to-work jury duty regulations.

#### **TEACHING ASSISTANT ARTICLE IX - Unauthorized Absence**

The Association, as well as the members of the bargaining unit, agree that each employee has an obligation to report any absence for whatever reason in a timely manner. Any employee who absents herself/himself from duty for five (5) consecutive work days, without notifying the District shall be deemed to have resigned and waived any and all rights to continued employment and the benefits, other than retirement, relating thereto, as of the beginning of such unauthorized absence.



#### **TEACHING ASSISTANT ARTICLE X - Health Insurance/Welfare Fund**

- A. The Board, supported by member contributions, will pay the full cost of the individual health insurance plan as provided by the joint employer-employee trust fund established by the Putnam/Northern Westchester BOCES and its component districts subject to the following employee contribution amounts which shall be accomplished through payroll deduction. Teacher Assistants will contribute fifty percent (50%) of the contribution for health insurance that staff contribute (i.e., fifteen percent (15%) contribution, nurses and T.A.s pay seven and one half percent (7.5%)) of the cost of the health insurance plan as provided by the joint employer – employee trust fund established by the Putnam/Northern Westchester BOCES and its component districts. The District shall pay the full cost of individual coverage under the health insurance plan provided for other employees of the District. However, during any school year, any employee who does not report to work for more than thirty (30) calendar days without pay when school is in session shall be ineligible for paid health insurance until such time as the employee returns to the payroll for two (2) full months. A member of the Association, while on a leave without pay, may continue health insurance coverage at his/her cost, provided he/she pays the health insurance premium, quarterly to be paid in advance.
- B. A member of the bargaining unit may, at his or her option, obtain family health insurance by agreeing to pay the District by way of payroll deduction the difference between the cost of the family premium and the cost of the District's share of the individual premium that the employee is entitled to under the terms of this Agreement.
- C. In order to be eligible for health insurance of any type, an employee must have worked two (2) months or any part thereof in compliance with the requirements of the District's health insurance plan before being able to participate.
- D. The District shall contribute the following amounts, per unit member, to the Peekskill Employees Benefit Fund in each year of the Agreement.

2016-2019	\$1,195
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Such payment will be made by the District to the Fund in a lump sum on a date to be arranged between the Trustees and the District, but no later than October 1 of each year.

#### **TEACHING ASSISTANT ARTICLE XI - Retirement**

The District shall make payments to the appropriate retirement system as required by law.

Members of the Association who have worked for the Peekskill City School District for ten (10) years and are age 62 at retirement will be allowed to contribute to the District health plan at the COBRA rate for a maximum of three (3) years.

**TEACHING ASSISTANT ARTICLE XII - Seniority**

Seniority shall accrue for all full time service for members of the bargaining group. Reduction in staff shall result in the termination of the least senior member of the bargaining group.

**TEACHING ASSISTANT ARTICLE XIII - Taylor Law Notice**

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

This ends the section of Articles referring to Teaching Assistants

**ARTICLE XXIX - SAVINGS CLAUSE**

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

**ARTICLE XXX - DURATION**

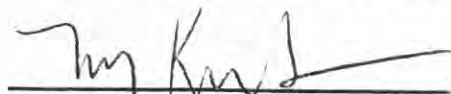
This Agreement shall be effective as of July 1, 2016 and shall continue in effect until June 30, 2019.

**IN WITNESS WHEREOF, this Agreement has been signed by the duly authorized officers of the respective parties.**

**PEEKSKILL FACULTY ASSOCIATION**

  
\_\_\_\_\_  
Jose Fernandez, President

**BOARD OF EDUCATION - PEEKSKILL CITY SCHOOL DISTRICT**

  
\_\_\_\_\_  
Mary Foster, Interim Superintendent of Schools

## **PUBLIC NOTICE**

The City School District of Peekskill, 1031 Elm Street, Peekskill, New York does not discriminate on the basis of sex in the educational programs or activities which it operates and it is required by Title IX of the Education Amendments of 1972 not to discriminate in such a manner. The requirement not to discriminate in educational programs and activities extends to employment and admission of students.

Inquiries concerning the application should be directed to:

Title IX Compliance Officer  
Peekskill City School District  
1031 Elm Street  
Peekskill, New York 10566-3499

or to:

The U. S. Department of Health, Education & Welfare  
Office of Civil Rights  
Washington, D. C. 20201

# SCHEDULE A

2016-2017

STEP	BA	BA+15	BA+30	MA	MA+15	BA+60	MA+30	MA+40	MA+45
1	50,558.00	55,519.00	60,475.00	63,774.00	69,108.00	70,886.00	74,431.00	77,988.00	79,767.00
2	52,078.00	57,185.00	62,289.00	65,689.00	71,182.00	73,015.00	76,665.00	80,330.00	82,161.00
3	53,622.00	58,716.00	63,820.00	67,479.00	72,972.00	74,796.00	78,452.00	82,129.00	83,958.00
4	55,160.00	60,258.00	65,361.00	69,282.00	74,771.00	76,590.00	80,254.00	83,910.00	85,737.00
5	56,307.00	62,421.00	67,598.00	71,567.00	77,152.00	79,009.00	82,728.00	86,448.00	88,308.00
6	57,455.00	64,585.00	69,838.00	73,850.00	79,532.00	81,421.00	85,199.00	88,984.00	90,877.00
7	59,249.00	67,285.00	72,622.00	76,722.00	82,410.00	84,431.00	88,299.00	92,160.00	94,084.00
8	61,043.00	69,990.00	75,432.00	79,589.00	85,487.00	87,456.00	91,389.00	95,325.00	97,289.00
9	62,833.00	73,222.00	78,780.00	83,020.00	89,059.00	91,070.00	95,092.00	99,112.00	101,129.00
10	64,628.00	76,463.00	82,150.00	86,454.00	92,618.00	94,686.00	98,805.00	102,929.00	104,993.00
11	66,421.00	79,702.00	85,504.00	89,880.00	96,192.00	98,301.00	102,513.00	106,729.00	108,836.00
12	68,220.00	82,943.00	88,849.00	93,306.00	99,772.00	101,917.00	106,222.00	110,518.00	112,670.00
13	69,319.00	85,345.00	92,211.00	96,741.00	103,331.00	105,535.00	109,933.00	114,329.00	116,535.00
14	0.00	0.00	96,122.00	100,743.00	107,513.00	109,760.00	114,264.00	118,765.00	121,008.00
15	0.00	0.00	100,412.00	105,075.00	111,934.00	114,210.00	118,773.00	123,339.00	125,622.00

# SCHEDULE B

2017-2018

STEP	BA	BA+15	BA+30	MA	MA+15	BA+60	MA+30	MA+40	MA+45
1	\$51,190.00	\$56,213.00	\$61,231.00	\$64,571.00	\$69,972.00	\$71,772.00	\$75,361.00	\$78,963.00	\$80,764.00
2	\$52,729.00	\$57,900.00	\$63,068.00	\$66,510.00	\$72,072.00	\$73,928.00	\$77,623.00	\$81,334.00	\$83,188.00
3	\$54,292.00	\$59,450.00	\$64,618.00	\$68,322.00	\$73,884.00	\$75,731.00	\$79,433.00	\$83,156.00	\$85,007.00
4	\$55,850.00	\$61,011.00	\$66,178.00	\$70,148.00	\$75,706.00	\$77,547.00	\$81,257.00	\$84,959.00	\$86,809.00
5	\$57,011.00	\$63,201.00	\$68,443.00	\$72,462.00	\$78,116.00	\$79,997.00	\$83,762.00	\$87,529.00	\$89,412.00
6	\$58,173.00	\$65,392.00	\$70,711.00	\$74,773.00	\$80,526.00	\$82,439.00	\$86,264.00	\$90,096.00	\$92,013.00
7	\$59,990.00	\$68,126.00	\$73,530.00	\$77,681.00	\$83,440.00	\$85,486.00	\$89,403.00	\$93,312.00	\$95,260.00
8	\$61,806.00	\$70,865.00	\$76,375.00	\$80,584.00	\$86,556.00	\$88,549.00	\$92,531.00	\$96,517.00	\$98,505.00
9	\$63,618.00	\$74,137.00	\$79,765.00	\$84,058.00	\$90,172.00	\$92,208.00	\$96,281.00	\$100,351.00	\$102,393.00
10	\$65,436.00	\$77,419.00	\$83,177.00	\$87,535.00	\$93,776.00	\$95,870.00	\$100,040.00	\$104,216.00	\$106,305.00
11	\$67,251.00	\$80,698.00	\$86,573.00	\$91,004.00	\$97,394.00	\$99,530.00	\$103,794.00	\$108,063.00	\$110,196.00
12	\$69,073.00	\$83,980.00	\$89,960.00	\$94,472.00	\$101,019.00	\$103,191.00	\$107,550.00	\$111,899.00	\$114,078.00
13	\$70,185.00	\$86,412.00	\$93,364.00	\$97,950.00	\$104,623.00	\$106,854.00	\$111,307.00	\$115,758.00	\$117,992.00
14	\$0.00	\$0.00	\$97,324.00	\$102,002.00	\$108,857.00	\$111,132.00	\$115,692.00	\$120,250.00	\$122,521.00
15	\$0.00	\$0.00	\$101,667.00	\$106,388.00	\$113,333.00	\$115,638.00	\$120,258.00	\$124,881.00	\$127,192.00



# SCHEDULE C

2018-2019

STEP	BA	BA+15	BA+30	MA	MA+15	BA+60	MA+30	MA+40	MA+45
1	\$51,753.00	\$56,831.00	\$61,905.00	\$65,281.00	\$70,742.00	\$72,561.00	\$76,190.00	\$79,832.00	\$81,652.00
2	\$53,309.00	\$58,537.00	\$63,762.00	\$67,242.00	\$72,865.00	\$74,741.00	\$78,477.00	\$82,229.00	\$84,103.00
3	\$54,889.00	\$60,104.00	\$65,329.00	\$69,074.00	\$74,697.00	\$76,564.00	\$80,307.00	\$84,071.00	\$85,942.00
4	\$56,464.00	\$61,682.00	\$66,906.00	\$70,920.00	\$76,539.00	\$78,400.00	\$82,151.00	\$85,894.00	\$87,764.00
5	\$57,638.00	\$63,896.00	\$69,196.00	\$73,259.00	\$78,975.00	\$80,877.00	\$84,683.00	\$88,492.00	\$90,396.00
6	\$58,813.00	\$66,111.00	\$71,489.00	\$75,596.00	\$81,412.00	\$83,346.00	\$87,213.00	\$91,087.00	\$93,025.00
7	\$60,650.00	\$68,875.00	\$74,339.00	\$78,535.00	\$84,358.00	\$86,426.00	\$90,386.00	\$94,338.00	\$96,308.00
8	\$62,486.00	\$71,645.00	\$77,215.00	\$81,470.00	\$87,508.00	\$89,523.00	\$93,549.00	\$97,579.00	\$99,589.00
9	\$64,318.00	\$74,953.00	\$80,642.00	\$84,983.00	\$91,164.00	\$93,222.00	\$97,340.00	\$101,455.00	\$103,519.00
10	\$66,156.00	\$78,271.00	\$84,092.00	\$88,498.00	\$94,808.00	\$96,925.00	\$101,140.00	\$105,362.00	\$107,474.00
11	\$67,991.00	\$81,586.00	\$87,525.00	\$92,005.00	\$98,465.00	\$100,625.00	\$104,936.00	\$109,252.00	\$111,408.00
12	\$69,833.00	\$84,904.00	\$90,950.00	\$95,511.00	\$102,130.00	\$104,326.00	\$108,733.00	\$113,130.00	\$115,333.00
13	\$70,957.00	\$87,363.00	\$94,391.00	\$99,027.00	\$105,774.00	\$108,029.00	\$112,531.00	\$117,031.00	\$119,290.00
14	\$0.00	\$0.00	\$98,395.00	\$103,124.00	\$110,054.00	\$112,354.00	\$116,965.00	\$121,573.00	\$123,869.00
15	\$0.00	\$0.00	\$102,785.00	\$107,558.00	\$114,580.00	\$116,910.00	\$121,581.00	\$126,255.00	\$128,591.00

# SCHEDULE D

## Teaching Assistants Salary

2016-2017	
Probationary	Tenured
\$30,611.00	\$34,810.00
2017-2018	
Probationary	Tenured
\$30,994.00	\$35,245.00
2018-2019	
Probationary	Tenured
\$31,335.00	\$35,633.00

**SCHEDULE E**  
**Nurses Salary**

2016-2017	
Step	Nurse
1	\$44,565
2	\$46,280
3	\$47,992
4	\$49,716
5	\$51,360
6	\$53,148
7	\$54,867
8	\$56,584
9	\$58,547

2017-2018	
Step	Nurse
1	\$45,122
2	\$46,859
3	\$48,592
4	\$50,337
5	\$52,002
6	\$53,812
7	\$55,553
8	\$57,291
9	\$59,279

2018-2019	
Step	Nurse
1	\$45,618
2	\$47,374
3	\$49,127
4	\$50,891
5	\$52,574
6	\$54,404
7	\$56,164
8	\$57,921
9	\$59,931

**SCHEDULE F**  
**Peekskill Athletics**  
**(Based on BA Step 2 - \$51,308)**

				<b>2016-2019</b>
<b><u>Summer Season</u></b>	<b><u>Athletics</u></b>	<b><u>High School</u></b>	<b><u>Percent %</u></b>	<b><u>Stipend</u></b>
Fitness Center	Boys and Girls	Attendant	4.50%	\$2,308.86
Equipment	N/A	Manager	5.00%	\$2,565.40
<b><u>Fall Season</u></b>	<b><u>Athletics</u></b>	<b><u>High School</u></b>	<b><u>Percent %</u></b>	<b><u>Stipend</u></b>
Football	Varsity (Boys)	Head Coach	13.00%	\$6,670.04
Football	Varsity (Boys)	Assistant Coach I	9.50%	\$4,874.26
Football	Varsity (Boys)	Assistant Coach II	9.50%	\$4,874.26
Football	Junior Varsity (Boys)	Head Coach	9.00%	\$4,617.72
Football	Junior Varsity (Boys)	Assistant Coach	8.00%	\$4,104.64
Cheerleading	Varsity (Football)	Sponsor	7.50%	\$3,848.10
Cross Country	Varsity (Boys)	Head Coach	7.50%	\$3,848.10
Cross Country	Varsity (Girls)	Head Coach	7.50%	\$3,848.10
Soccer	Varsity (Boys)	Head Coach	10.00%	\$5,130.80
Soccer	Varsity (Boys)	Assistant Coach	7.00%	\$3,591.56
Soccer	Junior Varsity (Boys)	Head Coach	7.00%	\$3,591.56
Soccer	Varsity (Girls)	Head Coach	10.00%	\$5,130.80
Soccer	Varsity (Girls)	Assistant Coach	7.00%	\$3,591.56
Soccer	Junior Varsity (Girls)	Head Coach	7.00%	\$3,591.56
Swimming	Varsity (Girls)	Head Coach	8.00%	\$4,104.64
Tennis	Varsity (Girls)	Head Coach	6.00%	\$3,078.48
Volleyball	Varsity (Girls)	Head Coach	9.50%	\$4,874.26
Volleyball	Junior Varsity (Girls)	Head Coach	7.00%	\$3,591.56
Fitness Center	Boys and Girls	Attendant	4.50%	\$2,308.86
Equipment	N/A	Manager	5.00%	\$2,565.40
<b><u>Winter Season</u></b>	<b><u>Athletics</u></b>	<b><u>High School</u></b>	<b><u>Percent %</u></b>	<b><u>Stipend</u></b>
Basketball	Varsity (Boys)	Head Coach	12.00%	\$6,156.96
Basketball	Varsity (Boys)	Assistant Coach	8.50%	\$4,361.18
Basketball	Junior Varsity (Boys)	Head Coach	8.50%	\$4,361.18
Basketball	Varsity (Girls)	Head Coach	12.00%	\$6,156.96
Basketball	Varsity (Girls)	Assistant Coach	8.50%	\$4,361.18
Basketball	Junior Varsity (Girls)	Head Coach	8.50%	\$4,361.18
Basketball	Freshman (Boys)	Head Coach	6.00%	\$3,078.48
Bowling	Varsity (Boys and Girls)	Head Coach	3.50%	\$1,795.78
Cheerleading	Varsity (Basketball)	Sponsor	7.50%	\$3,848.10
Swimming	Varsity (Boys)	Head Coach	8.00%	\$4,104.64
Wrestling	Varsity (Boys)	Head Coach	10.50%	\$5,387.34
Track (Indoor)	Varsity (Boys)	Head Coach	10.00%	\$5,130.80
Track (Indoor)	Varsity (Girls)	Head Coach	10.00%	\$5,130.80
Fitness Center	Boys and Girls	Attendant	4.50%	\$2,308.86
Equipment	N/A	Manager	5.00%	\$2,565.40
<b><u>Spring Season</u></b>	<b><u>Athletics</u></b>	<b><u>High School</u></b>	<b><u>Percent %</u></b>	<b><u>Stipend</u></b>
Baseball	Varsity (Boys)	Head Coach	10.00%	\$5,130.80

Baseball	Varsity	Assistant Coach	7.00%	\$3,591.56
Baseball	Junior Varsity (Boys)	Head Coach	7.00%	\$3,591.56
Lacrosse	Varsity (Boys)	Head Coach	10.00%	\$5,130.80
Lacrosse	Varsity (Boys)	Assistant Coach	7.50%	\$3,848.10
Lacrosse	Junior Varsity (Boys)	Head Coach	7.00%	\$3,591.56
Softball	Varsity (Girls)	Head Coach	10.00%	\$5,130.80
Softball	Varsity (Girls)	Assistant Coach	7.00%	\$3,591.56
Softball	Junior Varsity (Girls)	Head Coach	7.00%	\$3,591.56
Tennis	Varsity (Boys)	Head Coach	6.00%	\$3,078.48
Track	Varsity (Boys)	Head Coach	10.00%	\$5,130.80
Track	Varsity (Boys and Girls)	Assistant Coach	7.00%	\$3,591.56
Track	Varsity (Girls)	Head Coach	10.00%	\$5,130.80
Fitness Center	Boys and Girls	Attendant	4.50%	\$2,308.86
Equipment	N/A	Manager	5.00%	\$2,565.40
<b>Fall Season</b>	<b>Athletics</b>	<b>Middle School</b>	<b>Percent %</b>	<b>Stipend</b>
Cheerleading	Modified (Football)	Sponsor	2.50%	\$1,282.70
Cross Country	Modified	Coach	5.00%	\$2,565.40
Football	Modified	Coach	8.00%	\$4,104.64
Football	Modified	Assistant Coach	7.00%	\$3,591.56
Soccer	Modified (Boys)	Coach 1	5.00%	\$2,565.40
Soccer	Modified (Boys)	Coach 2	5.00%	\$2,565.40
Soccer	Modified (Girls)	Coach	5.00%	\$2,565.40
Volleyball	Modified (Girls)	Coach	6.00%	\$3,078.48
<b>Winter Season</b>	<b>Athletics</b>	<b>Middle School</b>	<b>Percent %</b>	<b>Stipend</b>
Basketball	Modified (Boys)	Coach	6.00%	\$3,078.48
Basketball	Modified (Girls)	Coach	6.00%	\$3,078.48
Cheerleading	Modified (Basketball)	Sponsor	2.50%	\$1,282.70
Wrestling	Modified	Coach	6.50%	\$3,335.02
<b>Spring Season</b>	<b>Athletics</b>	<b>Middle School</b>	<b>Percent %</b>	<b>Stipend</b>
Baseball	Modified	Coach	5.00%	\$2,565.40
Lacrosse	Modified	Coach	5.00%	\$2,565.40
Softball	Modified	Coach	5.00%	\$2,565.40
Track	Modified	Coach	5.00%	\$2,565.40
<b>Fall Season</b>	<b>Athletics</b>	<b>Middle School</b>	<b>Percent %</b>	<b>Stipend</b>
Wrestling	Intramurals (Boys)	Coach	2.50%	\$1,282.70
Basketball	Intramurals (Boys)	Coach	2.50%	\$1,282.70
Basketball	Intramurals (Girls)	Coach	2.50%	\$1,282.70
<b>Winter Season</b>	<b>Athletics</b>	<b>Middle School</b>	<b>Percent %</b>	<b>Stipend</b>
Soccer	Intramurals	Coach	2.50%	\$1,282.70
<b>Spring Season</b>	<b>Athletics</b>	<b>Middle School</b>	<b>Percent %</b>	<b>Stipend</b>
Softball	Intramurals	Coach	2.50%	\$1,282.70
Swimming	Intramurals (Boys and Girls)	Coach	2.50%	\$1,282.70
Flag Football	Intramurals	Coach	2.50%	\$1,282.70
Basketball	Intramurals (Boys and Girls)	Coach	2.50%	\$1,282.70
Volleyball	Intramurals (Girls)	Coach	2.50%	\$1,282.70



Soccer	Intramurals (Boys)	Coach	2.50%	\$1,282.70
Soccer	Intramurals (Girls)	Coach	2.50%	\$1,282.70
<b><u>Fall, Winter and Spring seasons Hillcrest Elementary School (Grades 4/5)</u></b>			<b><u>Percent %</u></b>	<b><u>Stipend</u></b>
Intramurals	Fall sports	Coach	2.50%	\$1,282.70
Intramurals	Winter Sports	Coach	2.50%	\$1,282.70
Intramurals	Spring Sports	Coach	2.50%	\$1,282.70
<b><u>Fall, Winter and Spring seasons Oakside Elementary School (Grades 2/3)</u></b>			<b><u>Percent %</u></b>	<b><u>Stipend</u></b>
Intramurals	Fall sports	Coach	2.50%	\$1,282.70
Intramurals	Winter Sports	Coach	2.50%	\$1,282.70
Intramurals	Spring Sports	Coach	2.50%	\$1,282.70
<b><u>Fall, Winter and Spring Seasons</u></b>		<b><u>Stipend</u></b>		
Time keeper	Boys/Girls Basketball Games	\$38 per hour in two (2) hour block of time		
Time keeper	Wrestling Games	\$38 per hour in two (2) hour block of time		
Time keeper	Football Games	\$38 per hour in two (2) hour block of time		
Announcer	Boys/Girls Basketball Games	\$38 per hour in two (2) hour block of time		
Announcer	Football Games	\$38 per hour in two (2) hour block of time		

**SCHEDULE G**  
**Peekskill Non-Athletics**  
**(Based on BA Step 2 - \$51,308)**

**2016-2019**

<b>High School</b>	<b>Percent %</b>	<b>Stipend</b>
Academic Challenge Program Advisor (HS)	5.00%	\$2,565.40
Art Club Advisor (HS)	3.00%	\$1,539.24
Asst. Band Director (HS)	8.50%	\$4,361.18
Band Director (HS)	11.00%	\$5,643.88
Black Culture Club Advisor (HS)	10.00%	\$5,130.80
Book Club Advisor (HS) (Note: \$500 for start up materials)	3.00%	\$1,539.24
Chess Club Advisor (HS)	3.00%	\$1,539.24
Drama Assistant (HS)	6.00%	\$3,078.48
Drama Assistant (HS)	6.00%	\$3,078.48
Drama Assistant (HS)	6.00%	\$3,078.48
Dramatics Coach (HS)	8.00%	\$4,104.64
Environmental Awareness Club Advisor (HS)	5.00%	\$2,565.40
Freshman Class Advisor (HS)	3.00%	\$1,539.24
Gardening Advisor (HS)	2.00%	\$1,026.16
GO Treasurer (HS)	10.00%	\$5,130.80
Interact Club Advisor (HS)	5.00%	\$2,565.40
Irish Culture Club Advisor (HS)	6.00%	\$3,078.48
Jazz Band Director (HS)	4.00%	\$2,052.32
Junior Class Advisor (HS)	5.00%	\$2,565.40
Latin Culture Club Advisor (HS)	6.00%	\$3,078.48
Literary Magazine Advisor (HS)	3.00%	\$1,539.24
Math Competition Club Advisor (HS)	3.00%	\$1,539.24
Mathematics Honor Society Advisor (HS)	3.00%	\$1,539.24
National Honor Society Advisor (HS)	3.00%	\$1,539.24
National Honor Society Science Advisor (HS)	3.00%	\$1,539.24
Newspaper Advisor (HS)	8.00%	\$4,104.64
Orchestra Director (HS)	3.00%	\$1,539.24
PIES Coordinator (HS)	10.00%	\$5,130.80
Power of Peace Advisor (HS)	3.00%	\$1,539.24
Senior Class Advisor (HS)	6.00%	\$3,078.48
Ski Club Advisor (HS)	3.00%	\$1,539.24
Sophomore Class Advisor (HS)	4.00%	\$2,052.32
Student Council Advisor (HS)	14.50%	\$7,439.66
Yearbook Advisor (HS)	10.00%	\$5,130.80
Yearbook Business Advisor (HS)	12.00%	\$6,156.96
Science Research Competition Teacher Leader (HS)	%	\$2,000.00

<b>Middle School</b>	<b>Percent %</b>	<b>Stipend</b>
Art Club Advisor (MS)	3.00%	\$1,539.24
Christa McAuliffe Advisor (MS)	5.00%	\$2,565.40
Crafts & Cooking Advisor (MS)	3.00%	\$1,539.24
Drama Assistant (MS)	6.00%	\$3,078.48
Drama Assistant (MS)	6.00%	\$3,078.48
Drama Assistant (MS)	6.00%	\$3,078.48
Dramatics Coach (MS)	8.00%	\$4,104.64
Gardening Advisor (MS)	2.00%	\$1,026.16
Jazz Band Director (MS)	2.00%	\$1,026.16
Literary Magazine Advisor (MS)	5.00%	\$2,565.40
School Treasurer (MS)	5.00%	\$2,565.40
Student Council/Congress Advisor (MS)	5.00%	\$2,565.40
Yearbook Advisor (MS)	8.00%	\$4,104.64
<b>Hillcrest Elementary School</b>	<b>Percent %</b>	<b>Stipend</b>
Gardening Advisor (H)	2.00%	\$1,026.16
<b>Oakside Elementary School</b>	<b>Percent %</b>	<b>Stipend</b>
Gardening Advisor (O)	2.00%	\$1,026.16
<b>Woodside Elementary School</b>	<b>Percent %</b>	<b>Stipend</b>
Gardening Advisor (W)	2.00%	\$1,026.16

Appendix A

**PEEKSKILL CITY SCHOOL DISTRICT**

**ANNUAL PROFESSIONAL  
PERFORMANCE REVIEW PLAN  
(For those unit members not subject to  
Section 3012-d)**



## **BACKGROUND**

Successful student achievement demands that the practice of teachers in the classroom is grounded in those principles which recognize that:

- Teachers must know the content of what they teach;
- Teachers have organized the learning environment in a manner which demands respect for self and others;
- Students are actively engaged in the process of constructing learning for themselves;
- Teachers understand and use good pedagogical knowledge; and,
- Teachers continually work on their own professional development.

The District's administrators have the responsibility of ensuring that they:

- Provide strong and active instructional leadership;
- Foster and support a learning community which recognizes and encourages outstanding professional performance;
- Engage and encourage teachers to examine the work which they do; and,
- Provide the resources to enable all teachers to become masters of their craft.

Subdivision 100.2 of the Regulations of the Commissioner requires that each school district shall have in place an annual professional performance review plan. This plan must specify the specific criteria that will be used to evaluate its teachers.

This requirement enables us, once again, to articulate our commitment to ensuring that all students shall receive the best instruction that we are able to provide. Further, this plan shall specify the process by which all staff will be assessed in meeting this responsibility and shall outline how we will provide for the growth of our professional staff. The District's plan should be reevaluated each year as we learn more about what has been effective and what can be improved. A committee of three (3) teachers, selected by the PFA, and three (3) administrators shall meet, as needed to review the plan annually.

The supervisory/evaluative process has been the subject of much research and inquiry. How can we best assess good teaching? How can we provide for the increased professional growth of those teachers who, by the achievement of their students, have demonstrated that they can best continue to grow by taking greater responsibility for their own professional development? Should observations be performed by other than those who are responsible for evaluating performance to encourage the risk taking and experimentation which is necessary for teachers to develop and refine their skills and craft without fear of negative assessment? How can we reconcile these apparent contradictory roles when administrators have both responsibilities?



This document outlines our plan to assess in a comprehensive and supportive way the work of our teachers. Assessment or evaluation considers the overall work of the teacher. This includes, not only student achievement, and the instruction which happens in the classroom, but also how a teacher meets overall professional responsibilities, e.g., communication with parents and the teacher's contribution to the life of the school and the District.

This plan is also designed to assist in the supervisory process, i.e., the improvement of instruction, by providing assessment tools that are meaningful and valuable for teacher in both self-reflection, and the work they do with administrators in planning for and providing classroom instruction. Our intent is to use the supervisory and assessment process to facilitate the professional growth of our staff and to provide an important tool in determining the continued employment of both tenured and probationary staff.

The document is divided into the following sections: Criteria for Assessment of Performance, the Evaluation Process, the Observation Process, and the Self-Directed Professional Growth Process. Attached to the document are those forms that will be used for classroom observations and the annual evaluation. Additional forms will need to be developed for staff with specialized licenses, e.g., reading teachers, librarian, and pupil personnel staff. We anticipate that all forms shall be completed by September 2001.

By Commissioner's regulation, as Superintendent of Schools, I have been charged with developing this plan aided by the advice and counsel of administrators, teachers, and parents. This document represents more of a synthesis of the work of others, rather than an original effort. I have relied most heavily on the work of Charlotte Danielson (See *Enhancing Professional Practice, A Framework for Teaching*, Alexandria, VA: Association for Supervision and Curriculum Development, 1996 and *Teacher Evaluation, To enhance Professional Practice*, Alexandria, VA: Association for Supervision and Curriculum Development, 2000). Indeed, in many ways, this document is a restatement of Danielson's work in a concise manner, more appropriate for our needs. I have freely borrowed from what others have found effective. I appreciate the spirit of collegueship which others have demonstrated in sharing their work and the recommendation which have been made by staff and parents.

### **CRITERIA FOR ASSESSMENT OF PERFORMANCE**

Commissioner's Regulations 100.2 mandate that the following criteria must be addressed in the evaluation of teachers:

A. Content knowledge:

The teacher shall demonstrate a thorough knowledge of the subject matter area and curriculum;

B. Preparation:

The teacher shall demonstrate appropriate preparation employing the necessary pedagogical practices to support instruction;

C. Instructional delivery:

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

D. Classroom management:

The teacher shall demonstrate classroom management skills supportive of diverse student learning needs which create an environment conducive to student learning;

E. Student development:

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

F. Student assessment:

The teacher shall demonstrate that he or she implements assessment techniques based on appropriate learning standards designed to measure students' progress in learning;

G. Collaboration:

The teacher shall demonstrate that he or she develops effective collaborative relationships with students, parents or caregivers, as needed, and appropriate support personnel to meet the learning needs of students;

H. Reflective and responsive practice:

The teacher shall demonstrate that practice is reviewed, effectively assessed, and appropriate adjustments are made on a continuing basis.

### **THE EVALUATION PROCESS**

Teachers shall be evaluated annually. The evaluation shall be a just and fair assessment of a teacher's performance over the course of the current year. The purpose of the evaluation is twofold: to provide an assessment that will determine continued employment in the District and to provide meaningful feedback with the intent of improving performance and professional growth.

Recognizing that individuals and the District may have different needs with respect to the evaluation process, the model we shall employ provides for a diversified approach.

A. Timing of Evaluation

Final evaluations shall be completed between mid-May and early June.

B. Evaluation of Staff

A staff person's evaluation shall include an assessment of overall performance. This includes direct service to students, student progress (as defined by the student's achievement during the year and other objective measurement tools agreed on by both the teacher and the administrator), and the staff person's attendance and punctuality.

A mid-year evaluation shall be completed by February 1st on all probationary staff in addition to the annual evaluation. All categories in the evaluation document shall be completed.

It is suggested that the evaluation document include supporting information that substantiates the assessment. Documentation could include such items as copies of lesson plans; formal written observations, instructional units; evidence of student learning through samples of student work from early and later in the school year; other measures of academic performance; examples of communication with parents; evidence of the teacher having become part of the school's learning community, and a teacher's written self-assessment. Teachers are encouraged to bring materials to the evaluation conference to add to this collection. The administrator will be able to use this information for a meaningful discussion on the teacher's performance. In the case of non-tenured teachers, the Superintendent will be able to make the determination to recommend tenure based on a breadth and depth of evidence. Finally, the Board of Education will be able to make its decision after getting a comprehensive picture of a staff member's performance.

Administrators shall meet with the untenured staff to review the draft evaluation and to provide guidance and constructive criticism and suggestions for improvement. For tenured staff this meeting may be necessary if the administrator or staff member thinks there is a need to discuss the Evaluation with a particular staff member. Teachers shall be given a copy of the final evaluation within eight (8) school days from the date of this meeting. Upon receipt of the final evaluation, the staff person shall sign the evaluation. Such signature shall indicate only that the staff person has received the form, read it, and consulted with the administrator. Such signature shall, in no way, indicate agreement or disagreement with the content of the evaluation. The staff person shall have the right to respond in writing to the evaluation and such response

shall be attached to the copy of the evaluation that is stored in the staff person's personnel file.

Tenured staff who have received an overall Proficient Evaluation on the current year's observations may be invited by their building administrators to submit their own end of year Evaluation following the format given in this document. The teacher will submit the Evaluation and then the principal will review it and arrange a meeting with the teacher to reflect on the Evaluation together.

The staff person shall have the right to be accompanied and represented by a representative of the Association at any consultation with an administrator regarding the staff person's performance.

C. Tenure Recommendations:

Because of our commitment to providing our students with teachers who are committed to all students learning, no probationary teacher shall be recommended for tenure whose evaluations indicate less than proficiency in any domain of assessment. Within the Criteria, no more than two components may be assessed at the basic level if the candidate is to be recommended for tenure. In the event of an assessment at a basic level of performance on any component, the teacher shall develop with the building principal a plan to improve performance in those areas. The assessment in the following year shall monitor those specific areas to assess improvement. In order to foster a solid learning atmosphere between the untenured teacher and the building administrator, care must be given that the mid-year evaluations be completed by February 1st. This will help both the untenured teacher and the administrator to assess the progress throughout the year as well as progress from one year to another.

The same procedure listed in Section B of the evaluation process will be followed.

D. Training and Preparation for Implementation of the Evaluation Process:

The Superintendent shall implement a training program for administrators to discuss and review the District's evaluation and observation process as outlined in this document and to revise the drafts of the assessment, lesson plan, and evaluation documents. Charlotte Danielson's *Enhancing Professional Practice, A Framework for Teaching and Teacher Evaluation: To Enhance Professional Practice* (co-authored with Thomas L. McGreal) shall be used as guiding documents in addition to other resources related to this model.

When finished, this document shall be printed and distributed to all staff. Principals will meet with staff to discuss its contents and to create understanding in September of each school year. Continuing training will



take place during the school year. Newly hired staff will also receive a copy of the document and will also receive orientation about its contents no later than thirty (30) days after they begin employment.

This entire process will be evaluated and modified by the joint committee of administrators and union officials as mentioned in Article XIV Teacher Evaluation and Observation, section A. Based upon the decisions agreed to by the collective bargaining of this committee, the changes will be made in this document and they will be printed by the District and given to all unit members. Further training and explanation of the changes will be the responsibility of the District and building administrators.

E. Professional Improvement Plan (PIP)

- 1) Commencing in September 2008, the District will identify those teachers in need of improvement as delineated in District Annual Professional Performance Review plan.
- 2) Prior to placing an employee on a PIP, the Building Principal will notify the employee and the PFA President, in writing, no later than February 1<sup>st</sup> that they are under review for potential placement on a PIP.
- 3) Commencing in July 2009 the District shall designate up to three (3) teachers whose performance was unsatisfactory during the 2008-2009 school year for placement on a PIP.
- 4) The Administrator will identify specific areas of weakness and provide specific examples of these issues.
- 5) The Administrator will develop a Plan for the employee with input from the employee and the PFA President or his/her designee. The Parties will meet within five (5) days of the notification that an employee needs improvement.
- 6) This Plan will contain direct instructions and measurable goals on what changes the employee needs to make in order to avoid being placed on a PIP for the following year.
- 7) The PFA President and the Superintendent will meet and review these Plans if the parties are unable to agree at the building level on the employee's Plan.
- 8) Standardized test scores or District benchmarks will not be the sole determinant for placement on a PIP.
- 9) In the event an employee is placed on a PIP, the Plan for the following year will be developed between the administrator, the employee, and the PFA President or his/her designee.
- 10) In the event the parties are unable to agree on an Improvement Plan, the PFA President or his/her designee will meet with the Superintendent to develop an appropriate Improvement Plan.
- 11) In the event the PFA President and the Superintendent are unable to agree on an Improvement Plan, the parties will mutually select an outside evaluator to determine the appropriate Improvement Plan.
- 12) Commencing in September 2009 those teachers placed on a PIP shall receive intensive remediation for the 2009-2010 school year.



Such remediation shall include observations by a mutually agreed upon independent observer who will report to the Superintendent and the PFA President as to whether or not the individual has met the goals of the Plan.

- 13) If an individual designated for a PIP does not meet the goals identified in the Improvement Plan for 2009-2010, he/she will, effective July 1, 2010, receive one-half of the agreed upon percentage raise as delineated in this Agreement. Such individual shall also be frozen on step and placed on an Intensive Improvement Plan.
- 14) If the individual described in "4" above subsequently meets the goals in the Intensive Improvement Plan, he/she shall be reimbursed all monies and shall be moved to the appropriate step as if he/she was not frozen.
- 15) For school year 2010-2011 the Superintendent may designate up to three (3) additional individuals on a PIP as described in paragraphs 1, 2, 3, and 4.
- 16) The PFA may challenge the placement of a unit member on a PIP if it can demonstrate that the Administration has unfairly applied the principles of the PIP process.
- 17) All negotiated forms for PFA members currently in place will become part of the collective bargaining agreement.

### **THE OBSERVATION PROCESS**

Staff members shall be observed openly and with their full knowledge. A formal observation, to a certain extent, creates a situation where it ought to be difficult to perform poorly. The teacher knows that the administrator is coming, has had the opportunity to meet with the administrator beforehand to discuss the lesson, and thus has been able to plan as comprehensively as possible to ensure a good lesson. Nevertheless, there is much to be gained by this process. The thoughtfulness involved in planning well and in reflecting on the effectiveness of the lesson is a valuable tool for professional growth. The dialogue between the teacher and administrator before and after the lesson has the potential to enhance professional growth and refine practice. A skilled administrator can be a powerful resource in coaching teachers to better performance.

Tenured teachers who have been evaluated as Distinguished in all Criteria in the prior year shall have at least one (1) observation. Teachers who have achieved a Distinguished Annual Evaluation may be excused from the Observation Process for two (2) years. This will be at the discretion of the building administrator. There shall be a minimum of two (2) observations per year (at least one per term) for tenured teachers who have been assessed as less than proficient, in the prior year's evaluation. Formal observations shall be a minimum of twenty-five (25) minutes in length and shall occur within five (5) days of the pre-observation conference. Administrators will make every effort to schedule the observation in as short a time after the pre-observation conference as possible in order that verbal exchanges and shared ideas not written may not be overlooked. Teachers shall have two (2) days' notice of when the observation will occur. If there is a

reason why the teacher cannot meet with the administrator within the two (2) days specified, the teacher may go to the administrator and ask for more time.

To fully take advantage of the formal observation process, every observation shall be preceded by a conference with the administrator where the teacher will discuss with the administrator the upcoming lesson. The lesson shall be followed by a conference where the teacher shall discuss the effectiveness of the lesson with the administrator. The post observation conference shall be no more than eight (8) school days after the lesson with a good faith effort made to schedule the conference within five (5) days. The value of this process is enhanced when sufficient time is provided to allow for reflection and dialogue between the administrator and the teacher.

The pre-observation conference shall be held with the lesson plan and other class related documents having been previously submitted to the principal for review. The written lesson plan shall include, but shall not be limited to, the following information:

1. A description of the students in the class including those with special needs.
2. The goals of the lesson -- what the teacher wants the students to learn.
3. Why these goals are suitable for this group of students.
4. How do these goals support the District's curriculum, state frameworks, and/or content standards?
5. How do these goals relate to broader curriculum goals in the discipline as a whole or in other disciplines?
6. How students will be actively engaged in the lesson, i.e. what will students do? What will you do?
7. What difficulties do students typically experience in this area and how do you plan to anticipate these difficulties?
8. What instructional materials or other resources, if any, will be used in the lesson?
9. How do you plan to assess student achievement of the goals? What procedures will you use? (Attach any tests or performance tasks, with accompanying scoring guides or rubrics.).

During the pre-observation conference, administrators should use these questions as an oral guide in discussing the impending lesson.

The observation shall be written using the District's form. Comments shall reflect the discussion that has taken place between the administrator and the teacher both before and after the lesson. The lesson plan shall be attached to the written observation as part of the official record. The observation document is not meant to be a checklist only. Administrators shall substantiate their assessment by a written narrative using examples, which document their observations.

One copy of the written final observation shall be given to the teacher; the administrator shall keep one copy, and one copy shall be sent to the Superintendent for review and filing in the staff person's personnel file. Upon receipt of the final observation document, the staff person shall sign the observation. Such signature shall indicate only that the staff person has received the form, read it, and consulted with the administrator. Such signature shall, in no way, indicate agreement or disagreement with the content of the observation. The staff person shall have the right to attach written comments to the observation and such response shall be placed in the staff member's personnel file as a part of the observation.

The staff person shall have the right to be accompanied and represented by a representative of the Association at any consultation with an administrator regarding the staff person's performance.

While written observations will take place only after formal observations, administrators are encouraged to drop in routinely to observe teachers' work in a more informal fashion. There shall be a minimum of three (3) drop in visits for each teacher each semester. Reference to these informal observations should be made in the formal evaluation to the extent that these informal observations are relevant to assessing overall performance.

### **THE SELF-DIRECTED PROFESSIONAL GROWTH PROCESS**

Teachers whose annual performance has been characterized as "Proficient or above" according to the yearly evaluation process may choose to engage in a self-directed professional growth process. This project will be completed in place of the formal observation process. The ultimate goal of this process is to create a model of teacher autonomy where the teacher will develop the ability to self-monitor, self-analyze, and self-evaluate classroom performance. When involved with self-reflection, teachers can let feelings and ideas surface that might have otherwise gone untapped or unspoken. Ideally, teachers will retain final responsibility for decisions about their own teaching, but the administrator will serve as the catalyst in helping analyze those decisions.

The projects, which emanate from this process, are expected to advance the substantive knowledge of the professional staff person and, potentially, the work of others. Administrators will use this collaborative process to help teachers construct their own knowledge, to offer suggestions and guidance as teachers complete their project, and to provide a final assessment of the project.

The intent of this program is to provide an alternative professional development program for superior teachers who are interested in taking greater personal responsibility for their own professional growth. Administrators will continue to informally observe classes of those teachers who are involved in the self-directed process.

A. Eligibility

Participants must have shown evidence of superior teaching and overall practice by having been assessed as "Proficient or above" in their overall performance. This staff person is defined as having attained the Proficient or above level in all Criteria of the evaluation process.

While we expect all teachers to be "Proficient," only those teachers who have distinguished themselves by outstanding performance will be assessed as "Distinguished."

B. Parameters of Program

The principal, subject to the review of the Superintendent, must approve all projects annually. Projects should be developed which relate to the needs of the District and/or the school as well as promoting individual professional growth.

The project will begin with the filing of a written draft proposal to the principal no later than September 15th. This may necessitate summer work on the part of the staff person. This is part of the staff person's responsibility and will not be done for any compensation provided by the District. If a teacher who fits the eligibility requirements comes forth with a proposal, which is exemplary and beneficial to both the school and the professional growth of the teacher, this September 15th date may be waived with the approval of the building and District Administrator.

C. Format for the Project Proposal

Interested staff must present to the principal a written proposal, which will include the following components:

1. A description of the project;
2. The rationale for the project;
3. How the project will add to the value of the work of the staff person and/or what we are doing in our educational program;
4. A specific product outcome;
5. Quarterly meeting dates with the principal to review progress.



The building principal and the staff person shall meet, as needed, for revision and/or clarification of the proposal before a final decision is made about acceptability. Final approval must be given by October 15th. During the year, administrators shall meet quarterly with the staff person to discuss the progress of the project and to provide assistance as appropriate.

D. Examples of Projects

Projects must be substantive and comprehensive. Staff may use preparation periods to work on the project. Time will not be provided outside of regular workshop or conference attendance opportunities. The following represents examples of the type of projects that might be considered:

1. Immersion in inquiry in a content area:

Engaging in the kinds of learning that teachers are expected to practice with their students, e.g., inquiry-based science investigations or meaningful mathematics problem solving.

2. Immersion in the work world:

Participating in an intensive experience in the day-to-day work of a businessperson, scientist or mathematician in an office, laboratory, or industrial setting to develop a greater understanding of work place needs and requirements. This activity will take place outside of the regular workday. The intent of this experience would translate into a student program, unit or other work related project.

3. Developing curriculum units:

Designing and implementing a unit of instruction that addresses one or more topics or concepts and incorporates effective teaching and learning strategies to accomplish learning goals. This must be a comprehensive project. Interdisciplinary projects are encouraged. This project must be coordinated with the Assistant Superintendent for Instruction to avoid overlap or duplication of an existing activity.

4. Curriculum development and adaptation:

Creating new instructional materials and strategies or tailoring existing ones to meet the learning needs of students. This project must be coordinated with the Assistant Superintendent for Instruction to avoid overlap or duplication of an existing activity.



5. Workshops, institutes, courses, and seminars:  
  
Using structured opportunities outside of the classroom to focus intensively on topics of interest and learn from others with more expertise. A written synopsis of these experiences and an oral presentation must be prepared for sharing with colleagues.
6. Action research:  
  
Examining teachers' own teaching and their students' learning by engaging in a research project in the classroom as the unit of study.
7. Case discussions:  
  
Examining written narratives, research, and/or videotapes of classroom teaching and examples of student modes of learning and preparing a written document for sharing with colleagues that identifies the problems, issues, and research on the topic.
8. Study groups:  
  
Facilitating and participating in a series of regular, structured, and collaborative interactions regarding topics identified by the group, with opportunities to examine new information, reflect on instructional practice, and create new understanding and potentially, a refinement in teacher/staff practice.
9. Partnerships with scientists and mathematicians in business, industry, and universities:  
  
Working collaboratively with practicing scientists and mathematicians with the focus on improving teacher content knowledge, instructional materials, access to facilities, and acquiring new information.
10. Professional networks:  
  
Linking in person or through electronic means with other teachers or groups to explore and discuss topics of interest, set and pursue common goals, share information and strategies, and identify and address common problems.
11. Developing professional development skills:  
  
Building the skills and knowledge needed to create learning experiences for other educators, including design of appropriate professional development strategies, presenting, demonstrating, and supporting teacher learning and change, and understanding in-

depth the content and pedagogy required for effective teaching and learning of students and other educators.

12. Technology for professional learning:

Using various kinds of technology to learn content and pedagogy, including computers, telecommunications, videoconferencing, and CD-ROM and videodisc technology. The final product will include a series of lessons and study guide for staff in the teacher's field of certification.

13. Mentoring:

Serving as a mentor and coach to non-tenured teachers and to tenured teachers who may benefit, or need, as a result of a performance improvement plan, the support and guidance of a distinguished teacher. This would include but not be limited to participation in the Formal Mentoring Program instituted in September 2002.

14. Peer Coaching:

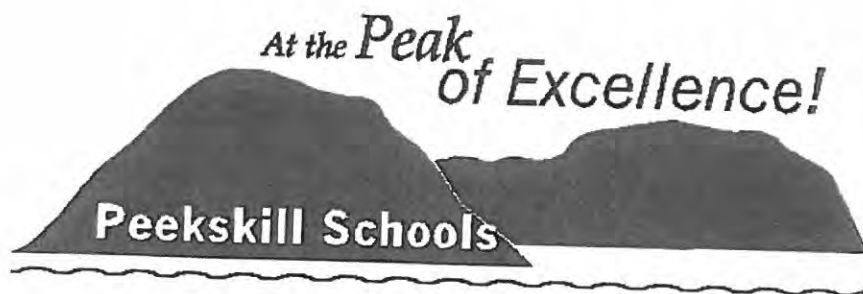
A formal interaction process involving observations and conferences between two (2) or more people who have the same job description and who share the same level of expertise to develop and improve instructional skills.

Staff persons may engage in no more than two (2) consecutive self-directed projects that could be in the same category. After the completion of these projects, the staff person must again be evaluated using the observation process as an integral part of the evaluation.

# PEEKSKILL CITY SCHOOL DISTRICT

## APPR FORMS

(For those unit members not subject to  
Section 3012-d)



## Lesson Planning Guide

<b>Name:</b>	<b>School:</b>
<b>Department/Grade:</b>	<b>Date:</b>
<b>Questions for discussion: (Use a separate sheet, if necessary.)</b> Thoroughly prepare your lesson using this planning guide. Please bring this to the pre-observation conference with any materials you will be distributing to students.	
1. Briefly describe the students in the class, including those with special needs.	
2. How will you differentiate instruction for different individuals or groups of students in the class?	
3. How does this lesson relate to the curriculum and the standards?	
4. How does this lesson "fit" in the sequence of learning for this class?	
5. <b>Goals/Objectives:</b> What is the goal of the lesson?	
6. <b>Procedures:</b> Provide clear, concrete, step-by-step description of the lesson. How will you engage the students in the learning? What will you do? What will the students do? Will the students work in groups, or individually, or as a large group? List: resources/materials.	
7. <b>Summary/Closure:</b> How will you end your lesson?	
8. <b>Assessment:</b> How and when will you know whether the students have learned what you intend? How will you know objectives were met? What assessment techniques will you employ?	
9. Is there anything that you would like me to specifically observe during the lesson?	



PEEKSKILL CITY SCHOOLS DISTRICT  
OBSERVATION FORM

NAME:

SCHOOL:

SUBJECT/GRADE:

OBSERVER:

DATE:

Date of Pre-conference:

Date of Post-conference/Reflection

Description of Class/Classroom/Lesson

Teacher Acknowledgement

I have reviewed this document and discussed the contents with the observer. My signature means that I have received a copy of this report and does not necessarily imply that I agree with the content.

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

\_\_\_\_\_  
Supervisor Signature

<i>Criteria/Component</i>		<i>Comments</i>
<b>1. Content knowledge of subject matter and curriculum</b>		
<ul style="list-style-type: none"> <li>Demonstrating knowledge of content and pedagogy</li> </ul>		
<b>2. Preparation employing necessary pedagogical practices to support instruction</b>		
<ul style="list-style-type: none"> <li>Demonstrating knowledge of students</li> <li>Selecting instructional outcomes</li> <li>Designing coherent instruction</li> <li>Demonstrating knowledge of resources</li> <li>Designing student assessments</li> </ul>		
<b>3. Instructional delivery that results in active student involvement and meaningful lesson plans that result in student learning</b>		
<ul style="list-style-type: none"> <li>Designing coherent instruction</li> <li>Communicating with students</li> <li>Engaging students in learning</li> <li>Using assessment in instruction</li> <li>Demonstrating flexibility and responsiveness</li> <li>Using questioning and discussion techniques</li> </ul>		
<b>4. Classroom management supportive of diverse student learning needs which creates a supportive learning environment conducive to student learning</b>		
<ul style="list-style-type: none"> <li>Creating an environment of respect and rapport</li> <li>Managing classroom procedures</li> <li>Managing student behavior</li> <li>Establishing a culture for learning</li> <li>Organizing physical space, as appropriate</li> </ul>		
<b>5. Knowledge of student development and appreciation of diversity and regular application of developmentally appropriate instructional strategies</b>		
<ul style="list-style-type: none"> <li>Demonstrating knowledge of students</li> <li>Designing coherent instruction</li> </ul>		
<b>6. Showing Professionalism</b>		
<ul style="list-style-type: none"> <li>Compliance with school and district regulations</li> </ul>		
<b>7. Reflective and responsive practice that demonstrates adjustments are made on a continuing basis to improve the effectiveness of instruction and assessment</b>		
<ul style="list-style-type: none"> <li>Maintaining accurate records</li> <li>Reflecting on teaching</li> <li>Growing and developing professionally</li> </ul>		
<b>8. Collaborative relationships that are effective with students, parents or caregivers, and support personnel</b>		
<ul style="list-style-type: none"> <li>Communicating with families</li> <li>Participating in a professional community</li> </ul>		
<b>9. Student assessment techniques based on appropriate learning standards</b>		
<ul style="list-style-type: none"> <li>Using assessment in instruction</li> <li>Designing student assessments</li> </ul>		

<i>Criteria/Component</i>					<i>Unsatisfactory</i>	<i>Basic</i>	<i>Proficient</i>	<i>Distinguished</i>
<b>1. Content knowledge of subject matter and curriculum</b>								
<ul style="list-style-type: none"> <li>Demonstrating knowledge of content and pedagogy</li> </ul>								
<b>2. Preparation employing necessary pedagogical practices to support instruction</b>								
<ul style="list-style-type: none"> <li>Demonstrating knowledge of students</li> <li>Selecting instructional outcomes</li> <li>Designing coherent instruction</li> <li>Demonstrating knowledge of resources</li> <li>Designing student assessments</li> </ul>								
<b>3. Instructional delivery that results in active student involvement and meaningful lesson plans that result in student learning</b>								
<ul style="list-style-type: none"> <li>Designing coherent instruction</li> <li>Communicating with students</li> <li>Engaging students in learning</li> <li>Using assessment in instruction</li> <li>Demonstrating flexibility and responsiveness</li> <li>Using questioning and discussion techniques</li> </ul>								
<b>4. Classroom management supportive of diverse student learning needs which creates a supportive learning environment conducive to student learning</b>								
<ul style="list-style-type: none"> <li>Creating an environment of respect and rapport</li> <li>Managing classroom procedures</li> <li>Managing student behavior</li> <li>Establishing a culture for learning</li> <li>Organizing physical space, as appropriate</li> </ul>								
<b>5. Knowledge of student development and appreciation of diversity and regular application of developmentally appropriate instructional strategies</b>								
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<b>6. Showing Professionalism</b>								
<ul style="list-style-type: none"> <li>Compliance with school and district regulations</li> </ul>								
<b>7. Reflective and responsive practice that demonstrates adjustments are made on a continuing basis to improve the effectiveness of instruction and assessment</b>								
<ul style="list-style-type: none"> <li>Maintaining accurate records</li> <li>Reflecting on teaching</li> <li>Growing and developing professionally</li> </ul>								
<b>8. Collaborative relationships that are effective with students, parents or caregivers, and support personnel</b>								
<ul style="list-style-type: none"> <li>Communicating with families</li> <li>Participating in a professional community</li> </ul>								
<b>9. Student assessment techniques based on appropriate learning standards</b>								
<ul style="list-style-type: none"> <li>Using assessment in instruction</li> <li>Designing student assessments</li> </ul>								

## EVALUATION DOCUMENT

NAME: \_\_\_\_\_

SCHOOL: \_\_\_\_\_

DEPARTMENT/GRADE: \_\_\_\_\_

DATE: \_\_\_\_\_

MID-YEAR \_\_\_\_\_

ANNUAL \_\_\_\_\_

**1. CONTENT KNOWLEDGE OF SUBJECT MATTER AND CURRICULUM**

\_\_\_\_ Unsatisfactory    \_\_\_\_ Basic    \_\_\_\_ Proficient    \_\_\_\_ Distinguished

Comments if Basic or Below:

**2. PREPARATION EMPLOYING NECESSARY PEDAGOGICAL PRACTICE TO SUPPORT INSTRUCTION**

\_\_\_\_ Unsatisfactory    \_\_\_\_ Basic    \_\_\_\_ Proficient    \_\_\_\_ Distinguished

Comments if Basic or Below:

**3. INSTRUCTIONAL DELIVERY THAT RESULTS IN ACTIVE STUDENT INVOLVEMENT AND MEANINGFUL LESSON PLANS THAT RESULT IN STUDENT LEARNING**

\_\_\_\_ Unsatisfactory    \_\_\_\_ Basic    \_\_\_\_ Proficient    \_\_\_\_ Distinguished

Comments if Basic or Below:

**4. CLASSROOM MANAGEMENT SUPPORTIVE OF DIVERSE STUDENT LEARNING NEEDS WHICH  
CREATES A SUPPORTIVE LEARNING ENVIRONMENT CONDUCTIVE TO STUDENT LEARNING**

\_\_\_ Unsatisfactory    \_\_\_ Basic    \_\_\_ Proficient    \_\_\_ Distinguished

Comments if Basic or Below:

**5. KNOWLEDGE OF STUDENT DEVELOPMENT AND APPRECIATION OF DIVERSITY AND  
REGULAR APPLICATION OF DEVELOPMENTALLY APPROPRIATE INSTRUCTIONAL  
STRATEGIES**

\_\_\_ Unsatisfactory    \_\_\_ Basic    \_\_\_ Proficient    \_\_\_ Distinguished

Comments if Basic or Below:

**6. SHOWING PROFESSIONALISM**

\_\_\_ Unsatisfactory    \_\_\_ Basic    \_\_\_ Proficient    \_\_\_ Distinguished

Comments if Basic or Below:



**7. REFLECTIVE AND RESPONSIVE PRACTICE THAT DEMONSTRATES ADJUSTMENTS ARE MADE ON A CONTINUING BASIS TO IMPROVE THE EFFECTIVENESS OF INSTRUCTION AND ASSESSMENT**

\_\_\_ Unsatisfactory    \_\_\_ Basic    \_\_\_ Proficient    \_\_\_ Distinguished

Comments if Basic or Below:

**8. COLLABORATIVE RELATIONSHIPS THAT ARE EFFECTIVE WITH STUDENTS, PARENTS OR CAREGIVERS, AND SUPPORT PERSONNEL**

\_\_\_ Unsatisfactory    \_\_\_ Basic    \_\_\_ Proficient    \_\_\_ Distinguished

Comments if Basic or Below:

**9. STUDENT ASSESSMENT TECHNIQUES BASED ON APPROPRIATE LEARNING STANDARDS.**

\_\_\_ Unsatisfactory    \_\_\_ Basic    \_\_\_ Proficient    \_\_\_ Distinguished

Comments if Basic or Below:

**10. STUDENT PROGRESS**

Academic growth of students as measured by State examinations or district assessments  
(Narrative Description)

**11. RECOMMENDATIONS FOR PROFESSIONAL GROWTH/COMMENDATIONS**

**12. ANNUAL ATTENDANCE & PUNCTUALITY**

**Teacher Acknowledgment**

I have reviewed this document and discussed the contents with the evaluator. My signature means that I have received a copy of the contents of this evaluation and does not necessarily imply that I agree with the results.

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

\_\_\_\_\_  
Supervisor Signature                      Date

## REFLECTION DOCUMENT – ANNUAL PERFORMANCE

NAME

SCHOOL

Please pause to reflect on your performance over the past year and record your assessment in each of the following criteria. Your reflection should identify those areas where you have been particularly pleased and those areas where you would like to strengthen your performance. Please feel free to attach any documents which support your assessment.

1. CONTENT KNOWLEDGE OF SUBJECT MATTER AND CURRICULUM
2. PREPARATION EMPLOYING NECESSARY PEDAGOGICAL PRACTICE TO SUPPORT INSTRUCTION
3. INSTRUCTIONAL DELIVERY THAT RESULTS IN ACTIVE STUDENT INVOLVEMENT AND MEANINGFUL LESSON PLANS THAT RESULT IN STUDENT LEARNING
4. CLASSROOM MANAGEMENT SUPPORTIVE OF DIVERSE STUDENT LEARNING NEEDS WHICH CREATES A SUPPORTIVE LEARNING ENVIRONMENT CONDUCTIVE TO STUDENT LEARNING

5. KNOWLEDGE OF STUDENT DEVELOPMENT AND APPRECIATION OF DIVERSITY AND REGULAR APPLICATION OF DEVELOPMENTALLY APPROPRIATE INSTRUCTIONAL STRATEGIES
6. SHOWING PROFESSIONALISM
7. REFLECTIVE AND RESPONSIVE PRACTICE THAT DEMONSTRATES ADJUSTMENTS ARE MADE ON A CONTINUING BASIS TO IMPROVE THE EFFECTIVENESS OF INSTRUCTION AND ASSESSMENT
8. COLLABORATIVE RELATIONSHIPS THAT ARE EFFECTIVE WITH STUDENTS, PARENTS OR CAREGIVERS, AND SUPPORT PERSONNEL
9. STUDENT ASSESSMENT TECHNIQUES BASED ON APPROPRIATE LEARNING STANDARDS.
10. STUDENT PROGRESS

New York State Evaluation Criteria  
Peekskill City Schools District

<b>New York State Criterion</b>	<b>Framework for Teaching Component</b>
1. Content knowledge of subject matter and curriculum	1a: Demonstrating knowledge of content and pedagogy
2. Preparation employing necessary pedagogical practices to support instruction	2a: Demonstrating knowledge of content and pedagogy 2b: Demonstrating knowledge of students 2c: Selecting instructional outcomes 2d: Demonstrating knowledge of resources 2e: Designing coherent instruction 2f: Designing student assessments
3. Instructional delivery that results in active student involvement and meaningful lesson plans that result in student learning	3a: Designing coherent instruction 3b: Communicating with students 3c: Using questioning and discussion techniques 3d: Engaging students in learning 3e: Using assessment in instruction 3f: Demonstrating flexibility and responsiveness
4. Classroom management supportive of diverse student learning needs which creates a supportive learning environment conducive to student learning	4a: Demonstrating knowledge of students 4b: Creating an environment of respect and rapport 4c: Establishing a culture for learning 4d: Managing classroom procedures 4e: Managing student behavior 4f: Organizing physical space as appropriate
5. Knowledge of student development and appreciation of diversity and regular application of developmentally appropriate instructional strategies	5a: Demonstrating knowledge of students 5b: Selecting instructional outcomes 5c: Designing coherent instruction
6. Showing professionalism	6a: Showing professionalism
7. Reflective and responsive practice that demonstrates adjustments are made on a continuing basis to improve the effectiveness of instruction and assessment	7a: Reflecting on teaching 7b: Maintaining accurate records 7c: Growing and developing professionally
8. Collaborative relationships that are effective with students, parents or caregivers, and support personnel	8a: Communicating with families 8b. Participating in a professional community Maintaining accurate records
9. Student assessment techniques based on appropriate learning standards	9a: Designing student assessments 9b: Using assessment in instruction



### CRITERIA 1: Content Knowledge of subject matter and curriculum

Component	Unsatisfactory	Basic	Proficient	Distinguished
<i>Demonstrating knowledge of content and pedagogy</i>	Teacher's plans and practice display little knowledge of the content, prerequisite relationships between different aspects of the content, or of the instructional practices specific to that discipline.	Teacher's plans and practice reflect some awareness of the important concepts in the discipline, prerequisite relations between them and of the instructional practices specific to that discipline.	Teacher's plans and practice reflect solid knowledge of the content, prerequisite relations between important concepts and of the instructional practices specific to that discipline.	Teacher's plans and practice reflect extensive knowledge of the content and of the structure of the discipline. Teacher actively builds on knowledge of prerequisites and misconceptions when describing instruction or seeking causes for student misunderstanding.

### CRITERIA 2: Preparation employing necessary pedagogical practices to support instruction

Component	Unsatisfactory	Basic	Proficient	Distinguished
<i>Demonstrating knowledge of students</i>	Teacher demonstrates little or no knowledge of students' backgrounds, cultures, skills, language proficiency, interests, and special needs, and does not seek such understanding.	Teacher indicates the importance of understanding students' backgrounds, cultures, skills, language proficiency, interests, and special needs, and attains this knowledge for the class as a whole.	Teacher actively seeks knowledge of students' backgrounds, cultures, skills, language proficiency, interests, and special needs, and attains this knowledge for groups of students.	Teacher actively seeks knowledge of students' backgrounds, cultures, skills, language proficiency, interests, and special needs from a variety of sources, and attains this knowledge for individual students.
<i>Setting instructional outcomes</i>	Instructional outcomes are unsuitable for students, represent trivial or low-level learning, or are stated only as activities. They do not permit viable methods of assessment.	Instructional outcomes are of moderate rigor and are suitable for some students, but consist of a combination of activities and goals, some of which permit viable methods of assessment. They reflect more than one type of learning, but teacher makes no attempt at coordination or integration.	Instructional outcomes are stated as goals reflecting high-level learning and curriculum standards. They are suitable for most students in the class, represent different types of learning, and are capable of assessment. The outcomes reflect opportunities for coordination.	Instructional outcomes are stated as goals that can be assessed, reflecting rigorous learning and curriculum standards. They represent different types of content, offer opportunities for both coordination and integration, and take account of the needs of individual students.
<i>Demonstrating knowledge of resources</i>	Teacher demonstrates little or no familiarity with resources to enhance own knowledge, to use in teaching, or for students who need them. Teacher does not seek such knowledge.	Teacher demonstrates some familiarity with resources available through the school or district to enhance own knowledge, to use in teaching, or for students who need them. Teacher does not seek to extend such knowledge.	Teacher is fully aware of the resources available through the school or district to enhance own knowledge, to use in teaching, or for students who need them.	Teacher seeks out resources in and beyond the school or district in professional organizations, on the Internet, and in the community to enhance own knowledge, to use in teaching, and for students who need them.
<i>Designing coherent instruction</i>	The series of learning experiences are poorly aligned with the instructional outcomes and do not represent a coherent structure. They are suitable for only some students.	The series of learning experiences demonstrates partial alignment with instructional outcomes, some of which are likely to engage students in significant learning. The lesson or unit has a recognizable structure and reflects partial knowledge of students and resources.	Teacher coordinates knowledge of content, of students, and of resources, to design a series of learning experiences aligned to instructional outcomes, differentiated where appropriate to make them suitable to all students and likely to engage them in significant learning. The lesson or unit's structure is clear and allows for different pathways according to student needs.	Teacher coordinates knowledge of content, of students, and of resources, to design a series of learning experiences aligned to instructional outcomes, differentiated where appropriate to make them suitable to all students and likely to engage them in significant learning. The lesson or unit's structure is clear and allows for different pathways according to student needs.

<i>Designing student assessments</i>	Teacher's plan for assessing student learning contains no clear criteria or standards, is poorly aligned with the instructional outcomes, or is inappropriate to many students. The results of assessment have minimal impact on the design of future instruction.	Teacher's plan for student assessment is partially aligned with the instructional outcomes, without clear criteria, and inappropriate for at least some students. Teacher intends to use assessment results to plan for future instruction for the class as a whole.	Teacher's plan for student assessment is aligned with the criteria, is appropriate to the needs of students. Teacher intends to use assessment results to plan for future instruction for groups of students.	Teacher's plan for student assessment is fully aligned with the instructional outcomes, with clear criteria and standards that show evidence of student contribution to their development. Assessment methodologies may have been adapted for individuals, and the teacher intends to use assessment results to plan future instruction for individual students.
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### CRITERIA 3: Instructional delivery that results in active student involvement and meaningful lesson plans that result in student learning

Component	Unsatisfactory	Basic	Proficient	Distinguished
<i>Communicating with students</i>	Expectations for learning, directions and procedures, and explanations of content are unclear or confusing to students. Teacher's use of language contains errors or is inappropriate to students' cultures or levels of development.	Expectations for learning, directions and procedures, and explanations of content are clarified after initial confusion; teacher's use of language is correct but may not be completely appropriate to students' cultures or levels of development.	Expectations for learning, directions and procedures, and explanations of content are clear to students. Communications are appropriate to students' cultures and levels of development.	Expectations for learning, directions and procedures, and explanations of content are clear to students. Teacher's oral and written communication is clear and expressive, appropriate to students' cultures and levels of development, and anticipates possible student misconceptions.
<i>Using questioning and discussion techniques</i>	Teacher's questions are low-level or inappropriate, eliciting limited student participation, and recitation rather than discussion.	Some of the teacher's questions elicit a thoughtful response, but most are low-level, posed in rapid succession. Teacher attempts to engage all students in the discussion are only partially successful.	Most of the teacher's questions elicit a thoughtful response, and the teacher allows sufficient time for students to answer. All students participate in the discussion, with the teacher stepping aside when appropriate.	Questions reflect high expectations and are culturally and developmentally appropriate. Students formulate many of the high-level questions and ensure that all voices are heard.
<i>Engaging students in learning</i>	Activities and assignments, materials, and groupings of students are inappropriate to the instructional outcomes, or students' cultures or levels of understanding, resulting in little intellectual engagement. The lesson has no structure or is poorly paced.	Activities and assignments, materials, and groupings of students are partially appropriate to the instructional outcomes, or students' cultures or levels of understanding, resulting in moderate intellectual engagement. The lesson has a recognizable structure but is not fully maintained.	Activities and assignments, materials, and groupings of students are fully appropriate to the instructional outcomes, and students' cultures and levels of understanding. All students are engaged in work of a high level of rigor. The lesson's structure is coherent, with appropriate pace.	Students are highly intellectually engaged throughout the lesson in significant learning, and make material contributions to the activities, student groupings, and materials. The lesson is adapted as needed to the needs of individuals, and the structure and pacing allow for student reflection and closure.
<i>Using assessment in instruction</i>	Assessment is not used in instruction, either through students' awareness of the assessment criteria, monitoring of progress by teacher or students, or through feedback to students.	Assessment is occasionally used in instruction, through some monitoring of progress of learning by teacher and/or students. Feedback to students is uneven, and students are aware of only some of the assessment criteria used to evaluate their work.	Assessment is regularly used in instruction, through self-assessment by students, monitoring of progress of learning by teacher and/or students, and through high quality feedback to students. Students are fully aware of the assessment criteria used to evaluate their work.	Assessment is used in a sophisticated manner in instruction, through student involvement in establishing the assessment criteria, self-assessment by students, and monitoring of progress by both students and teachers, and high quality feedback to students from a variety of sources.
<i>Demonstrating flexibility and responsiveness</i>	Teacher adheres to the instruction plan, even when a change would improve the lesson or of students' lack of interest. Teacher brushes aside student questions, when students experience	Teacher attempts to modify the lesson when needed and to respond to student questions, with moderate success. Teacher accepts responsibility for student success, but has only a limited	Teacher promotes the successful learning of all students, making adjustments as needed to instruction plans and accommodating student questions, needs and interests	Teacher seizes an opportunity to enhance learning, building on a spontaneous event or student interests. Teacher ensures the success of all students, using an extensive repertoire of instructional strategies

	difficulty, the teacher blames the students or their home environment.	The series of learning experiences demonstrates partial alignment with instructional outcomes, some of which are likely to engage students in significant learning. The lesson or unit has a recognizable structure and reflects partial knowledge of students and resources.	Teacher coordinates knowledge of content, of students, and of resources, to design a series of learning experiences aligned to instructional outcomes, differentiated where appropriate to make them suitable to all students and likely to engage them in significant learning. The lesson or unit's structure is clear and allows for different pathways according to student needs	Teacher coordinates knowledge of content, of students, and of resources, to design a series of learning experiences aligned to instructional outcomes, differentiated where appropriate to make them suitable to all students and likely to engage them in significant learning. The lesson or unit's structure is clear and allows for different pathways according to student needs
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**CRITERIA 4: Classroom management supportive of diverse student learning needs which creates a supportive learning environment conducive to student learning**

Component	Unsatisfactory	Basic	Proficient	Distinguished
<i>Creating an environment of respect and rapport</i>	Negativity, insensitivity to cultural backgrounds, sarcasm, and put-downs characterize interactions both between teacher and students, and among students.	Interactions, both between the teacher and students and among students, reflect only occasional insensitivity or lack of responsiveness to cultural or developmental differences among students.	Civility and respect characterize interactions, between teacher and students and among students. These reflect general caring, and are appropriate to the cultural and developmental differences among groups of students.	Students play an important role in ensuring positive interactions among students. Relationships between teacher and individual students are highly respectful, reflecting sensitivity to students' cultures and levels of development.
<i>Establishing a culture for learning</i>	Teacher displays little or no energy, and conveys low expectations for student achievement. The students themselves show little or no pride in their work.	Teacher's attempt to create a culture for learning is only partially successful, with both teacher and students appear to be only "going through the motions." Teacher displays minimal commitment to the work and only moderate expectations for student achievement. Students themselves display little pride in their work.	The classroom culture is positive, and is characterized by high expectations for most students; genuine commitment to the work by both teacher and students, with students demonstrating pride in their work.	High levels of student energy and teacher passion for the subject create a culture for learning in which both students and teacher share a belief in the importance of the subject, and all students hold themselves to high standards of performance, initiating improvements to their work.
<i>Managing classroom procedures</i>	Much instructional time is lost due to inefficient classroom routines and procedures, for transitions, handling of supplies, and performance of non-instructional duties.	Some instructional time is lost due to only partially effective classroom routines and procedures, for transitions, handling of supplies, and performance of non-instructional duties.	Little instructional time is lost due to classroom routines and procedures, for transitions, handling of supplies, and performance of non-instructional duties, which occur smoothly.	Students contribute to the seamless operation of classroom routines and procedures, for transitions, handling of supplies, and performance of non-instructional duties.
<i>Managing student behavior</i>	There is no evidence that standards of conduct have been established, and little or no teacher monitoring of student behavior. Response to student misbehavior is repressive, or disrespectful of student dignity.	It appears that the teacher has made an effort to establish standards of conduct for students. Teacher tries, with uneven results, to monitor student behavior and respond to student misbehavior.	Standards of conduct appear to be clear to students, and the teacher monitors student behavior against those standards. Teacher response to student misbehavior is appropriate and respects the students' dignity.	Standards of conduct are clear, with evidence of student participation in setting them. Teacher's monitoring of student behavior is subtle and preventive, and teacher's response to student misbehavior is sensitive to individual student needs. Students take an active role in monitoring the standards of behavior.



<i>Organizing physical space, as appropriate</i>	The physical environment is unsafe, or some students don't have access to learning. There is poor alignment between the physical arrangement and the lesson activities.	The classroom is safe, and essential learning is accessible to most students, and the teacher's use of physical resources, including computer technology, is moderately effective. Teacher may attempt to modify the physical arrangement to suit learning activities, with partial success.	The classroom is safe, and learning is accessible to all students; teacher ensures that the physical arrangement is appropriate to the learning activities. Teacher makes effective use of physical resources, including computer technology.	The classroom is safe, and the physical environment ensures the learning of all students, including those with special needs. Students contribute to the use or adaptation of the physical environment to advance learning. Technology is used skillfully, as appropriate to the lesson.
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**CRITERIA 5: Knowledge of student development and appreciation of diversity and regular application of developmentally appropriate instructional strategies**

Component	Unsatisfactory	Basic	Proficient	Distinguished
<i>Demonstrating knowledge of students</i>	Teacher demonstrates little or no knowledge of students' backgrounds, cultures, skills, language proficiency, interests, and special needs, and does not seek such understanding.	Teacher indicates the importance of understanding students' backgrounds, cultures, skills, language proficiency, interests, and special needs, and attains this knowledge for the class as a whole.	Teacher actively seeks knowledge of students' backgrounds, cultures, skills, language proficiency, interests, and special needs, and attains this knowledge for groups of students.	Teacher actively seeks knowledge of students' backgrounds, cultures, skills, language proficiency, interests, and special needs from a variety of sources, and attains this knowledge for individual students.
<i>Designing coherent instruction</i>	The series of learning experiences are poorly aligned with the instructional outcomes and do not represent a coherent structure. They are suitable for only some students.	The series of learning experiences demonstrates partial alignment with instructional outcomes, some of which are likely to engage students in significant learning. The lesson or unit has a recognizable structure and reflects partial knowledge of students and resources.	Teacher coordinates knowledge of content, of students, and of resources, to design a series of learning experiences aligned to instructional outcomes and suitable to groups of students. The lesson or unit has a clear structure and is likely to engage students in significant learning.	Teacher coordinates knowledge of content, of students, and of resources, to design a series of learning experiences aligned to instructional outcomes, differentiated where appropriate to make them suitable to all students and likely to engage them in significant learning. The lesson or unit's structure is clear and allows for different pathways according to student needs.

**CRITERIA 6: Showing Professionalism**

Component	Unsatisfactory	Basic	Proficient	Distinguished
<i>Compliance with School and District Regulations</i>	Teacher does not comply with school and district regulations.	Teacher complies minimally with school and district regulations, doing just enough to get by.	Teacher complies fully with school and district regulations.	Teacher complies fully with school and district regulations, taking a leadership role with colleagues.

**CRITERIA 7: Reflective and responsive practice that demonstrates adjustments are made on a continuing basis to improve the effectiveness of instruction and assessment**

Component	Unsatisfactory	Basic	Proficient	Distinguished
<i>Reflecting on teaching</i>	Teacher does not accurately assess the effectiveness of the lesson, and has no ideas about how the lesson could be improved.	Teacher provides a partially accurate and objective description of the lesson, but does not cite specific evidence. Teacher makes only general suggestions as to how the lesson might be improved.	Teacher provides an accurate and objective description of the lesson, citing specific evidence. Teacher makes some specific suggestions as to how the lesson might be improved.	Teacher's reflection on the lesson is thoughtful and accurate, citing specific evidence. Teacher draws on an extensive repertoire to suggest alternative strategies and predicting the likely success of each.
<i>Maintaining accurate records</i>	Teacher's systems for maintaining both instructional and non-instructional records are either non-existent or in disarray, resulting in errors and confusion.	Teacher's systems for maintaining both instructional and non-instructional records are rudimentary and only partially successful.	Teacher's systems for maintaining both instructional and non-instructional records are accurate, efficient and successful.	Students contribute to the maintenance of the systems for maintaining both instructional and non-instructional records, which are accurate, efficient and successful.
<i>Growing and developing professionally</i>	Teacher communication with families, about the instructional program, or about individual students, is sporadic or culturally inappropriate. Teacher makes no attempt to engage families in the instructional program.	Teacher adheres to school procedures for communicating with families and makes modest attempts to engage families in the instructional program. But communications are not always appropriate to the cultures of those families.	Teacher communicates frequently with families and successfully engages them in the instructional program. Information to families about individual students is conveyed in a culturally appropriate manner.	Teacher's communication with families is frequent and sensitive to cultural traditions; students participate in the communication. Teacher successfully engages families in the instructional program; as appropriate.

**CRITERIA 8: Collaborative relationships that are effective with students, parents or caregivers, and support personnel**

Component	Unsatisfactory	Basic	Proficient	Distinguished
<i>Communicating with families</i>	Teacher communication with families, about the instructional program, or about individual students, is sporadic or culturally inappropriate. Teacher makes no attempt to engage families in the instructional program.	Teacher adheres to school procedures for communicating with families and makes modest attempts to engage families in the instructional program. But communications are not always appropriate to the cultures of those families.	Teacher communicates frequently with families and successfully engages them in the instructional program. Information to families about individual students is conveyed in a culturally appropriate manner.	Teacher's communication with families is frequent and sensitive to cultural traditions; students participate in the communication. Teacher successfully engages families in the instructional program; as appropriate.
<i>Participating in a professional community</i>	Teacher avoids participating in a professional community or in school and district events and projects; relationships with colleagues are negative or self-serving.	Teacher becomes involved in the professional community and in school and district events and projects when specifically asked; relationships with colleagues are cordial.	Teacher participates actively the professional community, and in school and district events and projects; and maintains positive and productive relationships with colleagues.	Teacher makes a substantial contribution to the professional community, to school and district events and projects, and assumes a leadership role among the faculty.



**CRITERIA 9: Student assessment techniques based on appropriate learning standards.**

<b>Component</b>	<b>Unsatisfactory</b>	<b>Basic</b>	<b>Proficient</b>	<b>Distinguished</b>
<i>Using assessment in instruction</i>	Assessment is not used in instruction, either through students' awareness of the assessment criteria, monitoring of progress by teacher or students, or through feedback to students.	Assessment is occasionally used in instruction, through some monitoring of progress of learning by teacher and/or students. Feedback to students is uneven, and students are aware of only some of the assessment criteria used to evaluate their work.	Assessment is regularly used in instruction, through self-assessment by students, monitoring of progress of learning by teacher and/or students, and through high quality feedback to students. Students are fully aware of the assessment criteria used to evaluate their work.	Assessment is used in a sophisticated manner in instruction, through student involvement in establishing the assessment criteria, self-assessment by students and monitoring of progress by both students and teachers, and high quality feedback to students from a variety of sources.
<i>Designing student assessments</i>	Teacher's plan for assessing student learning contains no clear criteria or standards, is poorly aligned with the instructional outcomes, or is inappropriate to many students. The results of assessment have minimal impact on the design of future instruction.	Teacher's plan for student assessment is partially aligned with the instructional outcomes, without clear criteria, and inappropriate for at least some students. Teacher intends to use assessment results to plan for future instruction for the class as a whole.	Teacher's plan for student assessment is aligned with the instructional outcomes, using clear criteria, is appropriate to the needs of students. Teacher intends to use assessment results to plan for future instruction for groups of students.	Teacher's plan for student assessment is fully aligned with the instructional outcomes, with clear criteria and standards that show evidence of student contribution to their development. Assessment methodologies may have been adapted for individuals, and the teacher intends to use assessment results to plan future instruction for individual students.

## Professional Growth Plan

Staff member  
School

Date

Plan Year 1<sup>st</sup> 2<sup>nd</sup> 3<sup>rd</sup>

1. State your goal and describe your plan to achieve your goal. Be sure to include how you will expand your knowledge and skill level in your goal area. (Although not required, you may select one of your Professional Learning Goals to describe this section).

2. If applicable, list any colleagues or community members/agencies with whom you will collaborate to accomplish your goal.

Signatures:

Faculty member

Administrator

Copies:

Faculty member

Administrator

Human Resources

End-of-Year  
Professional Growth Reflection

Name \_\_\_\_\_ School Year \_\_\_\_\_  
(If applicable)

Colleagues with whom you collaborated:

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Describe the professional growth activities in which you participated this year to achieve your growth goal.

What results were achieved through these activities? Include your assessment of how your effectiveness as teacher and how your students' success were increased.

Comments of supervisor regarding the implementation of the plan and its impact.

Other comments/reflections:

Teacher's signature: \_\_\_\_\_ Date: \_\_\_\_\_

Supervisor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Copies: Faculty member administration Human Resources

## School Counselor

### CRITERIA 1: Content Knowledge of subject matter and curriculum

Component	Unsatisfactory	Basic	Proficient	Distinguished
<i>Demonstrating knowledge of counseling theory and techniques</i>	Counselor demonstrates little understanding of counseling theory and techniques.	Counselor demonstrates basic understanding of counseling theory and techniques.	Counselor demonstrates understanding of counseling theory and techniques.	Counselor demonstrates deep understanding of counseling theory and techniques.

### CRITERIA 2: Preparation and Planning

Component	Unsatisfactory	Basic	Proficient	Distinguished
<i>Demonstrating knowledge of the child and adolescent development</i>	Counselor displays little or no knowledge of child and adolescent development.	Counselor displays partial knowledge of child and adolescent development.	Counselor displays accurate understanding of the typical developmental characteristics of the age group, as well as exceptions to the general patterns.	In addition to accurate knowledge of the typical developmental characteristics of the age group and exceptions to the general patterns, counselor displays knowledge of the extent to which individual students follow the general patterns.
<i>Establishing goals that align with the Guidance Plan</i>	Counselor has no clear goals for the guidance plan, or they are inappropriate to either the situation or the age of the students.	Counselor's goals for the guidance plan are rudimentary and are partially suitable to the situation and the age of the students.	Counselor's goals for the guidance plan are clear and appropriate to the situation in the school and to the age of the students.	Counselor's goals for the guidance plan are highly appropriate to the situation in the school and to the age of the students and have been developed following consultation with students, parents, and colleagues.
<i>Demonstrating knowledge of state and federal regulations and of resources both within and beyond the school and district</i>	Counselor demonstrates little or no knowledge of governmental regulations and of resources for students available through the school or the district.	Counselor displays awareness of governmental regulations and of resources for students available through the school or district, but no knowledge of resources available more broadly.	Counselor displays awareness of governmental regulations and of resources available through the school or district, and some familiarity with resources external to the school.	Counselor's knowledge of governmental regulations and of resources for students is extensive, including those available through the school or district and in the community.
<i>Planning the guidance plan is integrated within the regular school program</i>	Guidance plan consists of a random collection of unrelated activities, lacking coherence or an overall structure.	Counselor's plan has a guiding principle and includes a number of worthwhile activities, but some of them don't fit with the broader goals.	Counselor has developed a plan that includes the important aspects of counseling in the setting.	Counselor's plan is highly coherent and serves to support not only the students individually and in groups, but also the broader educational program.

### CRITERIA 3: Instructional delivery that results in active student involvement and meaningful counseling

Component	Unsatisfactory	Basic	Proficient	Distinguished
<i>Communicating with students</i>	Counselor makes no attempt to establish a culture for productive communication in the school as a whole or with students.	Counselor's attempts to promote a culture throughout the school for productive and respectful communication between and among students.	Counselor promotes a culture throughout the school for productive and respectful communication between and among students.	The culture in the school for productive and respectful communication between and among students, while guided by the counselor, is maintained by students.

		students are partially successful.		
<i>Demonstrating flexibility and responsiveness</i>	Counselor adheres to the plan or program, in spite of evidence of inadequacy.	Counselor makes modest changes in the Guidance plan when confronted with such evidence of the need for change.	Counselor makes revisions in the Guidance plan when they are needed.	Counselor is continually seeking ways to improve the Guidance plan and makes changes as needed in response to student, parent, or teacher input.

**CRITERIA 4: Classroom management supportive of diverse student learning needs which creates a supportive learning environment conducive to student learning**

Component	Unsatisfactory	Basic	Proficient	Distinguished
<i>Creating an environment of respect and rapport</i>	Counselor's interactions with students are negative or inappropriate, and the counselor does not promote positive interactions among students.	Counselor's interactions are a mix of positive and negative; the counselor's efforts at encouraging positive interactions among students are partially successful.	Counselor's interactions with students are positive and respectful, and the counselor actively promotes positive student-student interactions.	Students seek out the counselor, reflecting a high degree of comfort and trust in the relationship. Counselor teaches students how to engage in positive interactions.
<i>Establishing a culture for learning</i>	Counselor displays little or no energy, and conveys low expectations for student achievement. The students themselves show little or no pride in their work.	Counselor's attempt to create a culture for learning is only partially successful, with both counselor and students appear to be only "going through the motions." Counselor displays minimal commitment to the work and only moderate expectations for student achievement. Students themselves display little pride in their work.	The culture of the Guidance plan is positive, and is characterized by high expectations for most students, genuine commitment to the work by both counselor and students, with students demonstrating pride in their work.	High levels of student energy and counselor passion create a culture for success in which both students and counselor share a belief in the importance of the activities, and all students hold themselves to high standards of performance, initiating improvements to their work.
<i>Managing classroom procedures and Counseling Center</i>	Counselor's routines for the counseling center or classroom work are nonexistent or in disarray.	Counselor has rudimentary and partially successful routines for the counseling center or classroom.	Counselor's routines for the counseling center or classroom work effectively.	Counselor's routines for the counseling center or classroom are seamless, and students assist in maintaining them.
<i>Managing student behavior</i>	Counselor has established no standards of conduct for students during counseling sessions and makes no contribution to maintaining an environment of civility in the school.	Counselor's efforts to establish standards of conduct for counseling sessions are partially successful. Counselor attempts, with limited success, to contribute to the level of civility in the school as a whole.	Counselor has established clear standards of conduct for counseling sessions and makes a significant contribution to the environment of civility in the school.	Counselor has established clear standards of conduct or counseling sessions, and students contribute to maintaining them. Counselor takes a leadership role in maintaining the environment of civility in the school.
<i>Organizing physical space, as appropriate</i>	The physical environment is in disarray or is inappropriate to the planned activities.	Counselor's attempts to create an inviting and well-organized physical environment are partially successful.	Counseling center or classroom arrangements are inviting and conducive to the planned activities.	Counseling center or classroom arrangements are inviting and conducive to the planned activities. Students have contributed ideas to the physical arrangement.



**CRITERIA 5: Knowledge of student development and appreciation of diversity and regular application of developmentally appropriate instructional strategies**

Component	Unsatisfactory	Basic	Proficient	Distinguished
<i>Demonstrating knowledge of students</i>	Counselor demonstrates little or no knowledge of students' backgrounds, cultures, skills, language proficiency, interests, and special needs, and does not seek such understanding.	Counselor indicates the importance of understanding students' backgrounds, cultures, skills, language proficiency, interests, and special needs, and attains this knowledge for groups of students.	Counselor actively seeks knowledge of students' backgrounds, cultures, interests, and special needs, and attains this knowledge for groups of students.	Counselor actively seeks knowledge of students' backgrounds, cultures, skills, language proficiency, interests, and special needs from a variety of sources, and attains this knowledge for individual students.
<i>Designing coherent presentations</i>	The series of counseling experiences are poorly aligned with the desired outcomes and do not represent a coherent structure. They are suitable for only some students.	The series of counseling experiences demonstrates partial alignment with the desired outcomes, some of which are likely to engage students. The counseling session has a recognizable structure and reflects partial knowledge of students and resources.	Counselor coordinates knowledge of content, of students, and of resources, to design a series of counseling experiences aligned to positive outcomes and suitable to groups of students. The counseling session has a clear structure and is likely to engage students in significant learning.	Counselor coordinates knowledge of content, of students, and of resources, to design a series of counseling experiences aligned to positive outcomes, differentiated where appropriate to make them suitable to all students and likely to engage them in significant learning. The counseling session's structure is clear and allows for different pathways according to student needs.

**CRITERIA 6: Showing Professionalism/Professional Responsibilities**

Component	Unsatisfactory	Basic	Proficient	Distinguished
	Counselor does not comply with school and district regulations and violates the principles of confidentiality. Counselor displays dishonesty in interactions with colleagues, students, and the public.	Counselor complies minimally with school and district regulations and does not violate confidentiality. Counselor is honest with colleagues, students, and the public.	Counselor complies fully with school and district regulations and displays high standards of confidentiality. Counselor displays high standards of honesty, and integrity and advocates for students when needed.	Counselor complies fully with school and district regulations and can be counted on to the highest standards of confidentiality. Counselor can be counted on to hold the highest standards of honesty and integrity and advocates for students, taking a leadership role with colleagues.

**CRITERIA 7: Reflective and responsive practice that demonstrates adjustments are made on a continuing basis to improve the effectiveness of instruction and assessment**

Component	Unsatisfactory	Basic	Proficient	Distinguished
<i>Reflecting on practice</i>	Counselor does not reflect on practice, or the reflections are inaccurate or self-serving.	Counselor's reflection on practice is moderately accurate and objective without citing specific examples and with only global suggestions as to how it might be improved.	Counselor's reflection provides an accurate and objective description of practice, citing specific positive and negative characteristics. Counselor makes some specific suggestions as to how the Guidance plan might be improved.	Counselor's reflection is highly accurate and perceptive, citing specific examples that were not fully successful for at least some students. Counselor draws on an extensive repertoire to suggest alternate strategies.
<i>Maintaining accurate records</i>	Counselor's reports, records, and documentation are missing, late, or inaccurate, resulting in confusion.	Counselor's reports, records, and documentation are generally accurate but are occasionally late.	Counselor's reports, records, and documentation are accurate and are submitted in a timely manner.	Counselor's approach to record keeping is highly systematic and efficient and serves as a model for colleagues in other schools.
<i>Growing and developing professionally</i>	Counselor's communication with families about the counseling program, or about individual students is sporadic or culturally inappropriate. Counselor makes no attempt to engage families in the counseling program.	Counselor adheres to school procedures for communicating with families and makes modest attempts to engage families in the counseling program, but communications are not always appropriate to the cultures of those families.	Counselor communicates frequently with families and successfully engages them in the counseling program. Information to families about individual students is conveyed in a culturally appropriate manner.	Counselor's communication with families is frequent and sensitive to cultural traditions; students participate in the communication. Counselor successfully engages families in the Guidance plan; as appropriate.

**CRITERIA 8: Collaborative relationships that are effective with students, parents or caregivers, and support personnel**

Component	Unsatisfactory	Basic	Proficient	Distinguished
<i>Communicating with families</i>	Counselor provides no information to families, either about the Guidance plan as a whole or about individual students.	Counselor provides limited though accurate information to families about the Guidance plan as a whole and about individual students.	Counselor provides thorough and accurate information to families about the Guidance plan as a whole and about individual students.	Counselor is proactive in providing information to families about the Guidance plan and about students through a variety of means.
<i>Participating in a professional community</i>	Counselor avoids participating in a professional community or in school and district events and projects; relationships with colleagues are negative or self-serving.	Counselor becomes involved in the professional community and in school and district events and projects when specifically asked; relationships with colleagues are cordial.	Counselor participates actively in the professional community, and in school and district events and projects, and maintains positive and productive relationships with colleagues.	Counselor makes a substantial contribution to the professional community, to school and district events and projects, and assumes a leadership role among colleagues.

**CRITERIA 9: Student assessment techniques based on appropriate learning standards.**

<b>Component</b>	<b>Unsatisfactory</b>	<b>Basic</b>	<b>Proficient</b>	<b>Distinguished</b>
<i>Using assessment in instruction</i>	Counselor does not assess student needs, or the assessments result in inaccurate conclusions.	Counselor's assessments of student needs are perfunctory.	Counselor assesses student needs and knows the range of student needs in the school.	Counselor conducts detailed and individualized assessments of student needs to contribute to program planning.
<i>Designing student assessments</i>	Counselor's plan for assessing student learning contains no clear criteria or standards, is poorly aligned with the expected outcomes, or is inappropriate to many students. The results of assessment have minimal impact on the design of future interventions.	Counselor's plan for student assessment is partially aligned with the expected outcomes, without clear criteria, and inappropriate for at least some students. Counselor intends to use assessment results to plan for future interventions for all students.	Counselor's plan for student assessment is aligned with expected outcomes, using clear criteria, is appropriate to the needs of students. Counselor intends to use assessment results to plan for future interventions for groups of students.	Counselor's plan for student assessment is fully aligned with expected outcomes, with clear criteria and standards that show evidence of student contribution to their development. Assessment methodologies may have been adapted for individuals, and the counselor intends to use assessment results to plan future interventions for individual students.

## School Social Worker

### CRITERIA 1: Content Knowledge of subject matter

Component	Unsatisfactory	Basic	Proficient	Distinguished
<i>Demonstrating knowledge of human behavior, social systems and social work skills</i>	Social Worker demonstrates little or no knowledge in understanding human behavior, social systems and social work skills.	Social Worker demonstrates limited knowledge in understanding human behavior, social systems and social work skills.	Social Worker demonstrates knowledge of many of the components of human behavior, social systems and social work.	Social Worker demonstrates a significant knowledge of the components of human behavior, social systems and social work and uses these skills in an exemplary manner.

### CRITERIA 2: Preparation and Planning

Component	Unsatisfactory	Basic	Proficient	Distinguished
<i>Demonstrating knowledge of the child and adolescent development</i>	Social Worker demonstrates little or no knowledge of child and adolescent development.	Social Worker demonstrates basic knowledge of child and adolescent development.	Social Worker demonstrates thorough knowledge of child and adolescent development.	Social Worker demonstrates extensive knowledge of child and adolescent development and knows variations of the typical patterns.
<i>Establishing goals for the social work program appropriate to the setting and the students served</i>	Social Worker has no clear goals for the social work program, or they are inappropriate to either the situation or the age of the students.	Social Worker's goals for the social work program are rudimentary and are partially suitable to the situation and the age of the students.	Social Worker's goals for the social work program are clear and appropriate to the situation in the school and to the age of the students.	Social Worker's goals for the social work program are highly appropriate to the situation in the school and to the age of the students and have been developed following consultation with students, parents, and colleagues.
<i>Demonstrating knowledge of state and federal regulations and of resources both within and beyond the school and district</i>	Social Worker demonstrates little or no knowledge of governmental regulations and of resources for students available through the school or the district.	Social Worker displays awareness of governmental regulations and of resources for students available through the school or district, but no knowledge of resources available more broadly.	Social Worker displays awareness of governmental regulations and of resources available through the school or district, and some familiarity with resources external to the school.	Social Worker's knowledge of governmental regulations and of resources for students is extensive, including those available through the school or district and in the community.
<i>Planning the social work program, integrated with the regular school program, to meet the needs of individual students and including prevention</i>	Social Worker's plan consists of a random collection of unrelated activities, lacking coherence or an overall structure.	Social Worker's plan has a guiding principle and includes a number of worthwhile activities, but some of them don't fit with the broader goals.	Social Worker has developed a plan that includes the important aspects of work in the setting.	Social Worker's plan is highly coherent and preventive and serves to support students individually, within the broader educational program.
<i>Developing a plan to evaluate the social work program</i>	Social Worker has no plan to evaluate the program or resists suggestions that such an evaluation is important.	Social Worker has a rudimentary plan to evaluate the social work program.	Social Worker's plan to evaluate the program is organized around clear goals and the collection of evidence to indicate the degree to which the goals have been met.	Social Worker's evaluation plan is highly sophisticated, with imaginative sources of evidence and a clear path toward improving the program on an ongoing basis.



**CRITERIA 3: Delivery of services that results in active student involvement and a meaningful treatment plan**

Component	Unsatisfactory	Basic	Proficient	Distinguished
<i>Communicating with students</i>	Social Worker makes no attempt to establish a culture for productive communication in the school as a whole or with students.	Social Worker's attempts to promote a culture throughout the school for productive and respectful communication between and among students are partially successful.	Social Worker promotes a culture throughout the school for productive and respectful communication between and among students.	Students, while guided by the social worker, maintain the culture in the school for productive and respectful communication between and among students.
<i>Demonstrating flexibility and responsiveness</i>	Social Worker adheres to the plan or program, in spite of evidence of inadequacy.	Social Worker makes modest changes in the program when confronted with such evidence of the need for change.	Social Worker makes revisions in the program when they are needed.	Social Worker is continually seeking ways to improve the program and makes changes as needed in response to student, parent, or teacher input.
<i>Designing a coherent program</i>	Social Worker's program is independent of identified student needs.	Social Worker's attempts to create a meaningful program are partially successful.	Social Worker seeks student input in the formulation of a successful plan.	Social Worker assists individual students in having them assume a role in the formulation of their plan.

**CRITERIA 4: Demonstrates knowledge of management skills in order to support faculty in recognizing diverse student learning needs that create an environment conducive to student learning**

Component	Unsatisfactory	Basic	Proficient	Distinguished
<i>Creating an environment of respect and rapport</i>	Social Worker's interactions with students are negative or inappropriate; students appear uncomfortable in the center.	Social Worker's interactions are a mix of positive and negative; the social worker's efforts at developing rapport are partially successful.	Social Worker's interactions with students are positive and respectful; students appear comfortable in the center.	Students seek out the social worker, reflecting a high degree of comfort and trust in the relationship.
<i>Establishing a culture for positive support services throughout the school</i>	Social Worker makes no attempt to establish a culture of positive support services in the school as a whole, either among students or teachers, or between students and teachers.	Social Worker's attempts to promote a culture throughout the school for positive support services in the school among students and teachers are partially successful.	Social Worker promotes a culture throughout the school for positive support services in the school among students and teachers.	Both teachers and students, while guided by the social worker, maintain the culture in the school for positive support services among students and teachers.
<i>Managing office procedures</i>	Social Worker's routines for the office or classroom work are nonexistent or in disarray.	Social Worker has rudimentary and partially successful routines for the office or classroom.	Social Worker's routines for the office or classroom work effectively.	Social Worker's routines for the office or classroom are seamless, and students assist in maintaining them.
<i>Establishing standards of conduct in the social work office</i>	No standards of conduct have been established, and social worker disregards or fails to address negative student behavior.	Standards of conduct appear to have been established in the social work office. Social Worker's attempts to monitor and correct negative student behavior during a session are partially successful.	Standards of conduct have been established in the social work office. Social Worker monitors student behavior against those standards; response to students is appropriate and respectful.	Standards of conduct have been established in the social work office. Social Worker's monitoring of students is subtle and preventive, and students engage in self-monitoring of behavior.



<i>Organizing physical space, as appropriate</i>	The social work office is disorganized and poorly suited to student evaluations. Materials are not stored in a secure location and are difficult to find when needed.	Materials in the social work office are stored securely, but the center is not completely well organized, and materials are difficult to find when needed.	The social work office is well organized; materials are stored in a secure location and are available when needed.	The social work office is highly organized and is inviting to students. Materials are stored in a secure location and are convenient when needed.
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**CRITERIA 5: Knowledge of student development and appreciation of diversity and regular application of developmentally appropriate strategies**

Component	Unsatisfactory	Basic	Proficient	Distinguished
<i>Demonstrating knowledge of students</i>	Social Worker demonstrates little or no knowledge of students' backgrounds, cultures, skills, language proficiency, interests, and special needs, and does not seek such understanding.	Social Worker indicates the importance of understanding students' backgrounds, cultures, skills, language proficiency, interests, and special needs, and attains this knowledge for groups of students.	Social Worker actively seeks knowledge of students' backgrounds, cultures, skills, language proficiency, interests, and special needs, and attains this knowledge for groups of students.	Social Worker actively seeks knowledge of students' backgrounds, cultures, skills, language proficiency, interests, and special needs from a variety of sources, and attains this knowledge for individual students.
<i>Planning interventions to maximize students' likelihood of success</i>	Social Worker fails to plan interventions suitable to students, or interventions are mismatched with the findings of the assessments.	Social Worker's plan for students are partially suitable for them or are sporadically aligned with identified needs.	Social Worker's plans for students are suitable for them and are aligned with identified needs.	Social Worker develops comprehensive plans for students, finding ways to creatively meet student needs and incorporate many related elements.

**CRITERIA 6: Showing Professionalism/Professional Responsibilities**

Component	Unsatisfactory	Basic	Proficient	Distinguished
	Social Worker displays dishonesty in interactions with colleagues, students, and the public and violates principles of confidentiality.	Social Worker is honest in interactions with colleagues, students, and the public, plays a moderate advocacy role for students, and does not violate confidentiality.	Social Worker displays high standards of honesty, integrity, and confidentiality in interactions with colleagues, students, and the public, and advocates for students when needed.	Social Worker can be counted on to hold the highest standards of honesty, integrity, and confidentiality and to advocate for students, taking a leadership role with colleagues.

**CRITERIA 7: Reflective and responsive practice that demonstrates adjustments are made on a continuing basis to improve the effectiveness of assessment and intervention strategies**

Component	Unsatisfactory	Basic	Proficient	Distinguished
<i>Reflecting on practice</i>	Social Worker does not reflect on practice, or the reflections are inaccurate or self-serving.	Social Worker's reflection on practice is moderately accurate and objective without citing specific examples and with only global suggestions as to how it might be improved.	Social Worker's reflection provides an accurate and objective description of practice, citing specific positive and negative characteristics. Social Worker makes some specific suggestions as to how the counseling program might be improved.	Social Worker's reflection is highly accurate and perceptive, citing specific examples that were not fully successful for at least some students. Social Worker draws on an extensive repertoire to suggest alternate strategies.
<i>Maintaining accurate records</i>	Social Worker's records are in disarray; they may be missing, illegible, or stored in an insecure location.	Social Worker's records are accurate and legible and are stored in a secure location.	Social Worker's records are accurate and legible, well organized, and stored in a secure location.	Social Worker's records are accurate and legible, well organized, and stored in a secure location. They are written to be understandable to another qualified professional.
<i>Growing and developing professionally</i>	Social Worker does not participate in professional development activities, even when such activities are clearly needed for the ongoing development of skills.	Social Worker's participation in professional development activities is limited to those that are convenient or required.	Social Worker seeks out opportunities for professional development based on an individual assessment of need.	Social Worker actively pursues professional development and makes a substantial contribution to the profession through such activities as offering workshops to colleagues.

**CRITERIA 8: Collaborative relationships that are effective with students, parents or caregivers, and support personnel**

Component	Unsatisfactory	Basic	Proficient	Distinguished
<i>Communicating with families</i>	Social Worker fails to communicate with families and secure necessary permission for evaluations or communicates in an insensitive manner.	Social Worker's communication with families is partially successful: permissions are obtained, but there are occasional insensitivities to cultural and linguistic traditions.	Social Worker communicates with families and secures necessary permission for evaluation and does so in a manner sensitive to cultural and linguistic traditions.	Social Worker secures necessary permissions and communicates with families in a manner highly sensitive to cultural and linguistic traditions. Psychologist reaches out to families of students to enhance trust.
<i>Participating in a professional community</i>	Social Worker's relationships with colleagues are negative or self-serving, and social worker avoids being involved in school and district events and projects.	Social Worker's relationships with colleagues are cordial, and social worker participates in school and district events and projects when specifically requested.	Social Worker participates actively in school and district events and projects and maintains positive and productive relationships with colleagues.	Social Worker makes a substantial contribution to school and district events and projects and assumes leadership with colleagues.

**CRITERIA 9: Student assessment techniques based on appropriate standards.**

<b>Component</b>	<b>Unsatisfactory</b>	<b>Basic</b>	<b>Proficient</b>	<b>Distinguished</b>
<i>Using assessment</i>	Social Worker does not assess student needs, or the assessments result in inaccurate conclusions.	Social Worker's assessments of student needs are perfunctory.	Social Worker assesses student needs and knows the range of student needs in the school.	Social Worker conducts detailed and an individualized assessment of student needs to contribute to program planning.
<i>Designing student assessments</i>	Social Worker's plan for assessing student learning contains no clear criteria or standards, is poorly aligned with the expected outcomes, or is inappropriate to many students. The results of assessment have minimal impact on the design of future interventions.	Social Worker's plan for student assessment is partially aligned with the expected outcomes, without clear criteria, and inappropriate for at least some students. Social Worker intends to use assessment results to plan for future interventions for all students.	Social Worker's plan for student assessment is aligned with expected outcomes, using clear criteria, is appropriate to the needs of students. Social Worker intends to use assessment results to plan for future interventions for groups of students.	Social Worker's plan for student assessment is fully aligned with expected outcomes, with clear criteria and standards that show evidence of student contribution to their development. Assessment methodologies may have been adapted for individuals, and the social worker intends to use assessment results to plan future interventions for individual students.

## School Psychologist

### CRITERIA 1: Content Knowledge of subject matter

Component	Unsatisfactory	Basic	Proficient	Distinguished
<i>Demonstrating knowledge and skill in using psychological instruments to evaluate students</i>	Psychologist demonstrates little or no knowledge and skill in using psychological instruments to evaluate students.	Psychologist uses a limited number of psychological instruments to evaluate students.	Psychologist uses several psychological instruments to evaluate and determine accurate diagnoses.	Psychologist uses a wide range of psychological instruments to evaluate students and knows the proper situations in which each should be used.

### CRITERIA 2: Preparation and Planning

Component	Unsatisfactory	Basic	Proficient	Distinguished
<i>Demonstrating knowledge of the child and adolescent development and psychopathology</i>	Psychologist demonstrates little or no knowledge of child and adolescent development and psychopathology.	Psychologist demonstrates basic knowledge of child and adolescent development and psychopathology.	Psychologist demonstrates thorough knowledge of child and adolescent development and psychopathology.	Psychologist demonstrates extensive knowledge of child and adolescent development and psychopathology and knows variations of the typical patterns.
<i>Establishing goals for the psychologist appropriate to the setting and the students served</i>	Psychologist has no clear goals or they are inappropriate to either the situation or the age of the students.	Psychologist's goals for the intervention program are rudimentary and are partially suitable to the situation and the age of the students.	Psychologist's goals for the treatment-intervention program are clear and appropriate to the situation in the school and to the age of the students.	Psychologist's goals for the intervention program are highly appropriate to the situation in the school and to the age of the students and have been developed following consultation with students, parents, and colleagues.
<i>Demonstrating knowledge of state and federal regulations and of resources both within and beyond the school and district</i>	Psychologist demonstrates little or no knowledge of governmental regulations and of resources for students available through the school or the district.	Psychologist displays awareness of governmental regulations and of resources for students available through the school or district, but no knowledge of resources available more broadly.	Psychologist displays awareness of governmental regulations and of resources available through the school or district, and some familiarity with resources external to the school.	Psychologist's knowledge of governmental regulations and of resources for students is extensive, including those available through the school or district and in the community.
<i>Planning for psychological intervention, integrated with the regular school program, to meet the needs of individual students and including prevention</i>	Psychologist's plan consists of a random collection of unrelated activities, lacking coherence or an overall structure.	Psychologist's plan has a guiding principle and includes a number of worthwhile activities, but some of them don't fit with the broader goals.	Psychologist has developed a plan that includes the important aspects of work in the setting.	Psychologist's plan is highly coherent and preventive and serves to support students.
<i>Developing a plan to self evaluate the psychology program</i>	Psychologist has no plan to self evaluate the program or resists suggestions that such an evaluation is important.	Psychologist has a rudimentary plan to self evaluate the psychology program.	Psychologist's plan to self evaluate the program is organized around clear goals and the collection of evidence to indicate the degree to which the goals have been met.	Psychologist's self evaluation plan is highly sophisticated, with imaginative sources of evidence and a clear path toward improving the program on an ongoing basis.



**CRITERIA 3: Delivery of services that results in active student involvement and a meaningful treatment plan**

Component	Unsatisfactory	Basic	Proficient	Distinguished
<i>Communicating with students</i>	Psychologist makes no attempt to establish a culture for productive communication in the school as a whole or with students.	Psychologist's attempts to promote a culture throughout the school for productive and respectful communication between and among students are partially successful.	Psychologist promotes a culture throughout the school for productive and respectful communication between and among students.	The culture in the school for productive and respectful communication between and among students, while guided by the psychologist, is maintained by students.
<i>Demonstrating flexibility and responsiveness</i>	Psychologist adheres to the plan or program, in spite of evidence of inadequacy.	Psychologist makes modest changes in the treatment program when confronted with such evidence of the need for change.	Psychologist makes revisions in the treatment program when they are needed.	Psychologist is continually seeking ways to improve the treatment program and makes changes as needed in response to student, parent, or teacher input.
<i>Designing a coherent intervention program</i>	Psychologist's program is independent of identified student needs.	Psychologist's attempts to create a meaningful treatment program are partially successful.	Psychologist seeks student input in the formulation of a successful treatment plan.	Psychologist assists individual students in having them assume a role in the formulation of their treatment plan.

**CRITERIA 4: Demonstrates knowledge of management skills in order to support faculty in recognizing diverse student learning needs that create an environment conducive to student learning**

Component	Unsatisfactory	Basic	Proficient	Distinguished
<i>Creating an environment of respect and rapport</i>	Psychologist's interactions with students are negative or inappropriate; students appear uncomfortable in the testing center.	Psychologist's interactions are a mix of positive and negative; the psychologist's efforts at developing rapport are partially successful.	Psychologist's interactions with students are positive and respectful; students appear comfortable in the testing center.	Students seek out the psychologist, reflecting a high degree of comfort and trust in the relationship.
<i>Establishing a culture for positive mental health throughout the school</i>	Psychologist makes no attempt to establish a culture of positive mental health in the school as a whole, either among students or teachers, or between students and teachers.	Psychologist's attempts to promote a culture throughout the school for positive mental health in the school among students and teachers are partially successful.	Psychologist promotes a culture throughout the school for positive mental health in the school among students and teachers.	The culture in the school for positive mental health among students and teachers, while guided by the psychologist, is maintained by both teachers and students.
<i>Managing testing center office/classroom procedures</i>	Psychologist's routines for the testing center or classroom work are nonexistent or in disarray.	Psychologist has rudimentary and partially successful routines for the testing center or classroom.	Psychologist's routines for the testing center or classroom work effectively.	Psychologist's routines for the testing center or classroom are seamless, and students assist in maintaining them.
<i>Establishing standards of conduct in the testing center office.</i>	No standards of conduct have been established, and psychologist disregards or fails to address negative student behavior during an evaluation.	Standards of conduct appear to have been established in the testing center. Psychologist's attempts to monitor and correct negative student behavior during an evaluation are partially successful.	Standards of conduct have been established in the testing center. Psychologist monitors student behavior against those standards; response to students is appropriate and respectful.	Standards of conduct have been established in the testing center. Psychologist's monitoring of students is subtle and preventive, and students engage in self-monitoring of behavior.
<i>Organizing physical space, as appropriate</i>	The testing office is disorganized and poorly suited to student evaluations. Materials are not stored in a secure location and are difficult to find when needed.	Materials in the testing office are stored securely, but the office is not completely well organized, and materials are difficult to find when needed.	The testing office is well organized; materials are stored in a secure location and are available when needed.	The testing office is highly organized and is inviting to students. Materials are stored in a secure location and are convenient when needed.



**CRITERIA 5: Knowledge of student development and appreciation of diversity and regular application of developmentally appropriate strategies**

Component	Unsatisfactory	Basic	Proficient	Distinguished
<i>Demonstrating knowledge of students</i>	Psychologist demonstrates little or no knowledge of students' backgrounds, cultures, skills, language proficiency, interests, and special needs, and does not seek such understanding.	Psychologist indicates the importance of understanding students' backgrounds, cultures, skills, language proficiency, interests, and special needs, and attains this knowledge for groups of students.	Psychologist actively seeks knowledge of students' backgrounds, cultures, skills, language proficiency, interests, and special needs, and attains this knowledge for groups of students.	Psychologist actively seeks knowledge of students' backgrounds, cultures, skills, language proficiency, interests, and special needs from a variety of sources, and attains this knowledge for individual students.
<i>Planning interventions to maximize students' likelihood of success</i>	Psychologist fails to plan interventions suitable to students, or interventions are mismatched with the findings of the assessments.	Psychologist's plan for students are partially suitable for them or are sporadically aligned with identified needs.	Psychologist's plans for students are suitable for them and are aligned with identified needs.	Psychologist develops comprehensive plans for students, finding ways to creatively meet student needs and incorporate many related elements.

**CRITERIA 6: Showing Professionalism/Professional Responsibilities**

Component	Unsatisfactory	Basic	Proficient	Distinguished
	Psychologist displays dishonesty in interactions with colleagues, students, and the public and violates principles of confidentiality.	Psychologist is honest in interactions with colleagues, students, and the public, plays a moderate advocacy role for students, and does not violate confidentiality.	Psychologist displays high standards of honesty, integrity, and confidentiality in interactions with colleagues, students, and the public, and advocates for students when needed.	Psychologist can be counted on to hold the highest standards of honesty, integrity, and confidentiality and to advocate for students, taking a leadership role with colleagues.

**CRITERIA 7: Reflective and responsive practice that demonstrates adjustments are made on a continuing basis to improve the effectiveness of assessment and intervention strategies**

Component	Unsatisfactory	Basic	Proficient	Distinguished
<i>Reflecting on practice</i>	Psychologist does not reflect on practice, or the reflections are inaccurate or self-serving.	Psychologist's reflection on practice is moderately accurate and objective without citing specific examples and how it might be improved.	Psychologist's reflection provides an accurate and objective description of practice, citing specific positive and negative characteristics. Psychologist makes some specific suggestions as to how the counseling program might be improved.	Psychologist's reflection is highly accurate and perceptive, citing specific examples that were not fully successful for at least some students. Psychologist draws on an extensive repertoire to suggest alternate strategies.
<i>Maintaining accurate records</i>	Psychologist's records are in disarray; they may be missing, illegible, or stored in an insecure location.	Psychologist's records are accurate and legible and are stored in a secure location.	Psychologist's records are accurate and legible, well organized, and stored in a secure location.	Psychologist's records are accurate and legible, well organized, and written in a secure location. They are another qualified professional.
<i>Growing and developing professionally</i>	Psychologist does not participate in professional development activities, even when such activities are clearly needed for the ongoing development of skills.	Psychologist's participation in professional development activities is limited to those that are convenient or required.	Psychologist seeks out opportunities for professional development based on an individual assessment of need.	Psychologist actively pursues professional development and makes a substantial contribution to the profession through such activities as offering workshops to colleagues.

**CRITERIA 8: Collaborative relationships that are effective with students, parents or caregivers, and support personnel**

Component	Unsatisfactory	Basic	Proficient	Distinguished
<i>Communicating with families</i>	Psychologist fails to communicate with families and secure necessary permission for evaluations or communicates in an insensitive manner.	Psychologist's communication with families is partially successful: permissions are obtained, but there are occasional insensitivities to cultural and linguistic traditions.	Psychologist communicates with families and secures necessary permission for evaluation and does so in a manner sensitive to cultural and linguistic traditions.	Psychologist secures necessary permissions and communicates with families in a manner highly sensitive to cultural and linguistic traditions. Psychologist reaches out to families of students to enhance trust.
<i>Participating in a professional community</i>	Psychologist's relationships with colleagues are negative or self-serving, and psychologist avoids being involved in school and district events and projects.	Psychologist's relationships with colleagues are cordial, and psychologist participates in school and district events and projects when specifically requested.	Psychologist participates actively in school and district events and projects and maintains positive and productive relationships with colleagues.	Psychologist makes a substantial contribution to school and district events and projects and assumes leadership with colleagues.

**PEEKSKILL CITY SCHOOL DISTRICT  
PROCEDURES FOR DRUG AND ALCOHOL TESTING**

A. Preamble

The Peekskill City School District recognizes the importance of ensuring that students and staff study and work in a drug free environment. The District is committed to ensuring that all steps are taken to ensure that this commitment is honored. To support employees who may be experiencing substance abuse problems, the District provides an Employee Assistance Program and, through the health insurance program it provides for employees, that medical assistance is available for those who may need it. Given those resources, the Board of Education believes that there is no justifiable reason for any employee to perform his/her duties while under the influence of alcohol, illegal substances, or non-medically prescribed drugs which may render an employee's behavior unsafe or inappropriate.

The Peekskill Board of Education Resolution on the District Alcohol and Drug Policy requires the Superintendent of Schools to develop a plan for its implementation. In keeping with the policy, the parties have developed procedures for the drug and alcohol testing of all members of the bargaining unit. This testing program is consistent with the goal of creating a drug free and alcohol free school environment while respecting the rights of individuals.

B. Training

To ensure the effective implementation of these procedures, District supervisors and union observers will complete at least three (3) hours of education and training in recognizing the signs of alcohol and substance abuse. This training shall be done every three (3) years. Supervisors who are new to the District shall complete the training as soon as is practical after the date of employment or for new union observers, as soon as practical after their designation. The training program will cover the effects of controlled substance use on personal health, safety, and the work environment. Behavior changes that may indicate controlled substance abuse will also be addressed. Documentation of these training sessions will be maintained.

C. Prohibited Conduct

1. No employee may be on duty if that employee has used any non-prescribed controlled substance.
2. No employee may report for duty when he/she has used alcohol within four (4) hours of the beginning of his/her work day.

3. No employee may be on duty if the employee has blood alcohol concentration of 0.08 or greater.
4. No employee may use or possess any non-prescribed controlled substance or alcohol while on duty.
5. No employee shall refuse to submit to a drug or an alcohol test required under the procedure or engage in any conduct that obstructs the proper and orderly administration of such tests. Any such refusal shall constitute a violation of these rules of conduct.
6. Employees who have violated these rules of conduct may be subject to disciplinary action in accordance with the applicable laws and regulations.

D. Types of Tests:

1. Pre-Employment:

All applicants for positions within the bargaining unit, which the school district intends to hire, must be tested for the presence of controlled substances. A test report certifying the absence thereof must be received by the school district, before such applicants will be hired.

2. Reasonable Suspicion:

- a. A definition of reasonable suspicion as agreed upon by the parties is the following: a reasonable and articulable belief that the employee is using a prohibited drug or alcohol on the basis of specific, contemporaneous, physical, behavioral, or performance indicators or probable drug or alcohol use.
- b. Where there is reasonable suspicion based upon direct observation that any employee is acting in a manner indicating possible alcohol or controlled substance use, that employee will be tested. This direct observation must be documented by a supervisor who has received training as provided herein. The supervisor will immediately contact the Superintendent or his/her designee who shall immediately undertake direct observation of the employee's conduct and demeanor.
- c. A union monitor will be permitted to attend in order to make a determination as to an employee's comportment and demeanor when reasonable cause is to be determined. Also union monitors shall receive training made available at District expense.

3. Protocol for Questioning and Testing:

It is understood that any questioning done of a member of the bargaining unit with regard to reasonable suspicion will be done outside of the classroom setting and not in front of either students or staff. Should it be determined that an employee is to be sent for testing, the employee will not be required to return to duty that day but will be paid for the remainder of the day. Where it is determined that an employee is subject to reasonable cause for purposes of testing, the employee will not be returned to duty until the results of the test are received by the District. The employee will be paid during the interim with no charge to leave.

4. Status During Testing:

The employee will be sent to a testing facility, or to a medical facility by taxi or other safe transportation alternative. If necessary in the employer's discretion, the employee will be accompanied by a supervisor or other employee. Under no circumstances will an employee believed to be impaired be allowed to drive.

5. Return to Duty Testing:

Disciplinary procedures notwithstanding, any employee who has tested positive for a controlled substance must test negative before the employee may return to duty. The return-to-duty test is in addition to any evaluation and rehabilitation which may be required.

6. Follow-up Testing:

Any employee who violates the school district Drug and Alcohol Policy, and who, following a return to duty test, has been restored to duty, shall be required to submit to a minimum of six (6) unannounced follow up tests in the twelve (12) month period following the employee's restoration to duty. An employee who tests positive for drugs or alcohol on a follow-up test will be subject to disciplinary action up to and including discharge. Any such discipline shall be consistent with applicable law.

E. DRUG TESTING PROCEDURES

1. Collection:

Specimen collection will be performed at a designated collection site which provides for privacy during urination, documentation of the chain of custody of the specimen and the use of trained personnel. The specimen's temperature will be checked to ensure it is a freshly provided sample. Then, the specimen will be divided into two separate containers



(primary sample and the split sample) and sealed in a tamper-evident manner in the presence of the employee.

2. Lab Testing:

The specimen will be sent to a laboratory certified by the Department of Health and Human Services and tested for marijuana, cocaine, amphetamines, opiates, and PCP. It may also be tested for pH, specific gravity and signs of adulteration. Any specimen which tests positive at cutoff levels as used under Federal regulation under CFR Part 40 on an initial screening test will be confirmed to be gas chromatography/mass spectrometry (GC/MS). Only those specimens, which are confirmed as "positive" in the confirmatory GC/MS test, are reported as such.

3. Results:

Laboratory test results will be reported to the medical review officer (MRO), a physician knowledgeable in drug testing. Negative results will be reported to the school district after administrative review. Positive results will be investigated by the MRO or designee who will determine if the positive test was caused by use of prescription medications in accordance with the doctor's prescription. Verification of opiate positives will follow Federal regulations under CFR Part 40. If the positive test was caused by the use of medication with a valid prescription, the MRO will report the test to the school district as "negative." Otherwise the MRO will verify the test as positive.

4. Split Specimen Testing:

In the event of a positive drug test, the employee has the right to request the school district to send the split specimen to a different certified laboratory for testing. Such a request must be made within seventy-two (72) hours of an employee's notification of a positive test result.

If the test of the split specimen fails to confirm the presence of a controlled substance ("negative"), then the first positive report is canceled unless the lab finds evidence of an adulterant in the specimen. If the test of the split specimen detects the presence of a controlled substance ("positive"), then the results are reported as "positive", and the employee becomes subject to sanctions and disciplinary proceedings. The employee will be removed from duty while awaiting the results of the split specimen, as provided for herein.

5. Reporting of Tests:

The results of all tests will be reported to the Superintendent or his/her designee. The results will be kept in a confidential file.

F. ALCOHOL TESTING PROCEDURES

Alcohol testing is accomplished by testing the employee's breath using an Evidential Breath Testing (EBT) Device, which is listed in the conforming products list in the Federal Register, or by blood testing. When an EBT is used and the initial test produces a result of 0.08 blood alcohol concentration (BAC) or greater, a confirmation test will be administered. Before the confirmation test, a fifteen (15) minute waiting period will be observed. The purpose of the waiting period is to ensure that the presence of "mouth alcohol" or other substance does not artificially affect the test results. The confirmation test may be done using the same instrument as the initial test, using the same procedures, or may be done by blood testing.

The confirmation test result, which is used in the written report to the employee and the school district, a BAC of 0.08 or greater will be considered a positive test.

G. CONSEQUENCES OF A POSITIVE TEST

1. Applicants who test positive on a pre-employment test will not be hired.
2. An employee who tests positive for a controlled substance without a valid prescription or tests positive of alcohol at a level of 0.08 or greater will be deemed to have violated the school district's policy, and be subject to discipline.
3. An employee who refuses a test or who participates in activity set forth in the "prohibited conducts" outlined above will be deemed to have violated this policy and will be subject to the same consequences as a person who tests positive.
4. In order to be eligible to return to duty after a positive drug or alcohol test, an employee must complete the course of rehabilitation prescribed by the substance abuse professional and undergo a return-to-duty test with a negative result. After returning to work, the employee must continue in an after-care program as prescribed by the substance abuse professional and be subject to follow-up testing.

H. NEGATIVE TESTS

1. Results of a negative test – Should an employee be subject to a drug or alcohol test by virtue of a determination made by the District that there

was reasonable suspicion for such testing and the results of such test yield a negative, the employee shall be paid \$100.00. Should subsequent negative results result from testing deemed necessary based upon a determination by the District that reasonable suspicion exists, this amount will be double (i.e., \$200.00/\$400.00) with the maximum paid to an employee as a result of a negative test to be \$400.00.

2. Should a supervisor make a determination as to reasonable suspicion on two (2) separate occasions with regard to a member of the bargaining unit with both results being negative, the supervisor will no longer be eligible to make a determination with regard to that individual. Should a supervisor make a determination that reasonable suspicion exists to test in four (4) cases where the results are negative, that supervisor will no longer be eligible for making a determination as to reasonable suspicion.
3. No member of the bargaining unit will be subject to more than two (2) drug or alcohol tests in one (1) year should both result in negative results.

## APPENDIX C

The Peekskill City School District (hereinafter referred to as the "District") maintains a spouse and dependent eligibility rule (hereinafter referred to as the "Working Spouse Rule") that requires children and spouses to have other health insurance coverage unless certain criteria are met. Annually, the Putnam/Northern Westchester BOCES verifies eligibility on behalf of the District. The criteria for the Working Spouse Rule are as follows:

### **I. Certification of Eligibility for Spouses**

A unit member is permitted to enroll his or her legally married spouse. Neither same-sex nor opposite-sex Domestic Partners are eligible for coverage. The District requires a unit member's spouse to obtain other health insurance unless he or she meets the following criteria:

#### **1. Earnings<sup>1</sup> of \$116,598.00<sup>2</sup> or more:**

- a. If a unit member's spouse's earnings are \$116,598.00<sup>3</sup> or more **then** he or she will be required to purchase insurance or the unit member will be charged a buy-in for covering his or her spouse.
- b. The monthly buy-in will be \$677.00<sup>4</sup> for single coverage in addition to the standard health insurance premium contribution assessed by the District.

#### **2. Earnings between \$46,187.00<sup>5</sup> and \$116,598.00<sup>6</sup>:**

- a. If a unit member's spouse's earnings are above \$46,187.00<sup>7</sup> and \$116,598<sup>8</sup> **and** he or she is required to contribute **more than 50%** of the lowest base premium<sup>9</sup> toward the lowest cost individual health insurance plan offered by the District, **then** he or she need not purchase his or her employer's coverage; nor will the unit member be charge a buy-in for covering his or her spouse.

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<sup>1</sup> Earnings include: 1) all wages, salaries, tips, etc. of the unit member's spouse (e.g. line 7 of I.R.S. Form 1040); and 2) any wages, salaries tips, etc. of the school district employee/retiree that are paid by any business or corporation in which the unit member's spouse and/or school district employee/retiree is a full or partial owner; and 3) if the unit member's spouse and/or the school district employee/retiree is a full or partial owner of any business or corporation, earnings also include a pro-rata share of the business's and/or corporation's taxable income, ordinary income or net profit; and 4) Other income including lines 12, 17, 18, and 21 of the I.R.S Form 1040; and

<sup>2</sup> Earnings thresholds are adjusted annually as determined by the Putnam/Northern Westchester Health Benefits Consortium.

<sup>3</sup> The amount set forth herein is, generally, based on the unit member's spouse's calendar year earnings and apply to the benefits period of the subsequent year. (For example, calendar year earnings for 2015 apply to the benefits period July 2016-2017.)

<sup>4</sup> The monthly buy-in is subject to change as determined by the Putnam/Northern Westchester Health Benefits Consortium.

<sup>5</sup> See Footnote 2, *supra*.

<sup>6</sup> See Footnote 2, *supra*.

<sup>7</sup> See Footnote 3, *supra*.

<sup>8</sup> See Footnote 3, *supra*.

<sup>9</sup> See Footnote 4, *supra*.

- b. If a unit member's spouse's earnings are above \$46,187.00<sup>10</sup> and below \$116,598<sup>11</sup> **and** he or she is required to contribute 50% or less of the lowest base premium towards the lowest cost individual health insurance plan offered by the District, **then** he or she will be required to purchase his or her employer's coverage or the unit member will be charge a buy-in for covering his or her spouse. The monthly buy-in for single coverage is set forth in Paragraph 1(b) above and will be in addition to the standard health insurance premium contribution assessed by the District.
- c. If a unit member's spouse's earnings are above \$46,187.00<sup>12</sup> and below \$116,598<sup>13</sup> **and** he or she is self-employee or not offered health insurance benefits by his/her employer, **then** he or she need not purchase other coverage; nor will the unit member be charge a buy-in for covering his or her spouse.

**3. Earnings between \$0 and \$46,187.00<sup>14</sup>:**

- a. If a unit member's spouse's earnings are \$46,187.00<sup>15</sup> or less **and** he or she is required to contribute any amount toward the premium of his or her employer's health insurance, **then** he or she need not purchase his or her employer's coverage; nor will the unit member be charge a buy-in for covering his or her spouse.

**II. Certification of Eligibility for Children**

- A. If a unit member is covering any children, they must also be covered under the unit member's spouse's health plan, unless:
  - 1. The day/month of the unit member's birth comes before his or her spouse's and the child is the natural or adopted child of the unit member and his or her spouse; **OR**
  - 2. The child is the unit member's natural or adopted child, but is the step-child of his or her spouse; **OR**
  - 3. The unit member's spouse earns above \$46,187.00<sup>16</sup> and below \$116,598.00<sup>17</sup>, and he or she must contribute more than 65% of the base premium for the District's family coverage; **OR**

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<sup>10</sup> See Footnote 3, *supra*.

<sup>11</sup> See Footnote 3, *supra*.

<sup>12</sup> See Footnote 3, *supra*.

<sup>13</sup> See Footnote 3, *supra*.

<sup>14</sup> See Footnote 2, *supra*.

<sup>15</sup> See Footnote 3, *supra*.

<sup>16</sup> See Footnotes 2 and 3, *supra*.

<sup>17</sup> See Footnotes 2 and 3, *supra*.



4. The unit member's spouse earns 46,187.00<sup>18</sup> or less, and he or she must contribute any amount toward the premium; **OR**
  5. The unit member is a single parent, the other parent is not required by law to provide coverage, and the child has no other coverage.
- B. If none of the above criteria apply and the child is not covered by another health plan, then the unit member will be charged a buy-in in addition to his or her health insurance premium. Please note that if a child is not a unit member's natural, adopted or step-child, he or she must be the unit member's dependent for tax purposes to be eligible for coverage.
- C. Additional criteria may apply. Unit members must check District policies and the Putnam Northern Westchester Health Benefits Consortium Plan document.
- D. Coverage is **not** available for a child age 19 through age 25 if he or she is eligible to enroll in a health plan of his or her own employer or the dependent's own spouse's health plan, regardless of cost.
- E. **\*PLEASE NOTE:** The Working Spouse Rule for children, as set forth in this Section II, is currently being waived, however, unit members must still verify enrollment information for all children. Failure to verify information may result in coverage delays. The District reserves the right to reinstate the rule for children in subsequent years.

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<sup>18</sup> See Footnotes 2 and 3, *supra*.