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Agreement

Between the

SUPERINTENDENT OF SCHOOLS

Of the

MOUNT MARKHAM
CENTRAL SCHOOL DISTRICT

And the

MOUNT MARKHAM TEACHERS' ASSOCIATION

For the period

July 1, 2009 - June 30, 2012
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PREAMBLE

In order to effectuate the provisions of the "Public Employees Fair Employment Act" (Chapter 392 of the Laws of 1967, amended L.1969, c.24), and to encourage and increase effective and harmonious working relationships between the Mount Markham Central School District (hereinafter referred to as the "District") and the Mount Markham Central School Teachers' Association (hereinafter referred to as the "Association", and so that the cause of public education may best be served in the Mount Markham Central School District, THIS AGREEMENT IS MADE AND ENTERED INTO, by and between the School District and the Association.

ARTICLE I - RECOGNITION AGREEMENT

The Mount Markham Central School District recognizes the Mount Markham Teachers' Association as the exclusive bargaining agent for all teachers and nurses employed by the District during the regular school year. The term of such recognition shall be in accord with the Civil Service Law.

ARTICLE II - NEGOTIATIONS PROCEDURES

2.A. The Board, or designated representative(s) of the Board, will meet with representatives designated by the Association for the purpose of discussion and reaching mutually satisfactory agreements.

2.B. After January 1st of the year of expiration of this agreement, upon request of either party for a meeting to open negotiations, a mutually acceptable meeting date shall be set not more than fifteen (15) days following such request. In any given school year, such request shall be made on or before February 15th. Prior to the commencement of bargaining representatives of the parties shall meet and establish a base unit payroll from which to bargain.

2.C. Proposals to be made by either party may be exchanged in advance or at the first meeting. Meetings will be scheduled by mutual agreement of the parties and will not exceed three hours, except by mutual agreement of the parties. They will be held at times other than the regular school day.

2.D. At the end of each meeting the parties shall attempt to establish an agenda for the next meeting.

2.E. Both parties and/or the Chief School Administrator shall furnish each other, upon request, all available information pertinent to the issue(s) under consideration.

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

2.G. An impasse in negotiations may be declared by either party with due notice in writing to the other. Resolution of the impasse shall be in accord with the rules and procedures of the New York State Public Employment Relations Board.
ARTICLE III - GRIEVANCE PROCEDURE

3.A. Declaration of Purpose

WHEREAS, the establishment and maintenance of a harmonious and cooperative relationship between the Board of Education and its unit members is essential to the operation of the schools, it is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to grievances of unit members through procedures under which they may present grievances free of coercion, interference, restraint, discrimination or reprisal, and by which the Board of Education (hereinafter sometimes referred to as the Board) and its employees are afforded adequate opportunity to dispose of their differences without the necessity of time consuming and costly proceedings before administrative agencies and/or in the courts.

3.B. Definitions

B.1. A "grievance" is a claim by any unit member, or group of unit members in the negotiating unit, based upon and limited to any claimed violation, misinterpretation, misapplication or inequitable application of this agreement.

B.2. The term "Supervisor" shall mean any principal, assistant principal, immediate superior, or other administrative or supervisory officer responsible for the area in which an alleged grievance arises except for the Chief School Administrator.

B.3. The "Chief School Administrator" is the Superintendent of the District.

B.4. "Association" shall mean the Mount Markham Central School Teachers' Association.

B.5. "Aggrieved Party" shall mean any person or group of persons in the negotiation unit filing a grievance or the Association with regard to matters with district-wide application.

B.6. "Party in Interest" shall mean the Grievance Committee of the Association and any party named in a grievance who is not the aggrieved party.

B.7. "Grievance Committee" is the committee created and constituted by the Mount Markham Central School Teachers' Association.

B.8. "Hearing Officer" shall mean any individual or board charged with the duty of rendering decisions at any stage of grievances hereunder.

3.C. Procedures

3.C.1. All grievances shall include in writing the identity of the aggrieved party, the identity of the provision of this agreement involved in said grievance, the time when and the place where the alleged events or conditions constituting the grievance existed, the identity of the party responsible for causing said events or conditions (if known to the aggrieved party), a general statement of the nature of the grievance, and the redress sought by the aggrieved party.

3.C.2. The preparation and processing of grievances, insofar as practicable, will be conducted outside of class hours. All reasonable effort will be made to avoid interruption of students in any phase of the grievance procedure.
3.C.3 The Board of Education and the Association agree to facilitate any investigation, which may be required, and to make available any and all material and relevant documents, communications, and records concerning the grievance.

3.C.4. Any aggrieved party and any party in interest will have the right at all stages of a grievance to confront and cross-examine all witnesses called against him/her, to testify and to call witnesses on his/her own behalf, and to be furnished with a copy of any minutes of the proceedings made at each and every stage of this grievance procedure. The aggrieved party may be represented at any stage by any party in interest.

3.C.5. No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by the Board or by any member of the Administration against the aggrieved party, any party in interest, any representative, any member of the grievance committee, any other participant in the grievance procedure, or any other person by reason of such grievance or participation therein.

3.C.6. Forms for filing grievances, serving notices, taking appeals, and making reports and recommendations, and other necessary documents will be jointly developed by the Board and Association. The Chief School Administrator will then have them printed and distributed so as to facilitate operation of the grievance procedure.

3.C.7. All documents, communications, and records dealing with the processing of grievances will be filed separately from the personnel files of the participants.

3.C.8. The Chief School Administrator will be responsible for accumulating and maintaining an official grievance record. The official grievance record will be available for inspection and/or copying by the aggrieved party, the parties in interest, and the Board, but it is not to be deemed a public record.

3.D. **Time limits**

3.D.1. Since it is important to good relationships that grievances be processed as rapidly as possible, every effort will be made by all parties to expedite the process. The time limits specified for either party may be extended by mutual agreement only.

3.D.2. No unwritten grievance will be entertained as described below and such grievance will be deemed waived unless the written grievance is forwarded to the first available stage within thirty (30) school days after the unit member knows or should have known of the act or condition upon which the grievance is based.

3.D.3. If a decision at the first stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal in regard to this grievance shall be barred.

3.D.4. Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party within the specified time limit will permit the lodging of an appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.
3.D.5. In the event that a grievance is filed on or after June 1st, upon request, by or on behalf of the aggrieved party, the time limits set forth herein may be reduced by agreement of the parties concerned so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as possible.

For the purposes of processing grievances that carry over into the summer, school days as referred to in this procedure shall be days when the District offices are officially open, except that no such days shall be counted during the normal vacation period of the administrator at whose level the grievance is being processed.

3.E. Stages

3.E.I. Informal Stage

a. Nothing contained herein will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted informally without intervention of the Association, provided the adjustment is not inconsistent with the terms of this agreement. If the aggrieved party desires, the Association representatives may be present at such adjustments and state their views on the grievance(s). In the event that the grievance is adjusted without formal determination, such adjustment will be binding on the aggrieved party and will, in all respects, be final. Said adjustment will not create a precedent or ruling binding upon either of the parties to this agreement in future proceedings.

b. If no satisfactory decision is reached, the aggrieved party shall take his/her grievance to the Grievance Committee of the Association.

3.E.2. Stage 1: Immediate Supervisor

a. Within five (5) school days after receipt of the written grievance from a unit member, the immediate supervisor will hold a hearing with the unit member.

b. The immediate supervisor will render a decision in writing to the unit member within five (5) school days after the conclusion of the hearing.
3.E.3. **Stage 2: Chief School Administrator**

   a. If the unit member is not satisfied with the decision at Stage 1, the unit member will file an appeal in writing with the Chief School Administrator within five (5) school days after receiving the decision at Stage 1.

   b. Within five (5) school days after receipt of the written appeal from a unit member, the Chief School Administrator may hold a hearing with the unit member.

   c. The Chief School Administrator will render a decision to the aggrieved within fifteen (15) school days after the grievance is submitted to him/her or within ten (10) days after a hearing is held pursuant to E.3.b. Above.

3.E.4. If the grievance is not satisfactorily resolved at Stage E.3, the Association may request that the American Arbitration Association submit a list of seven (7) arbitrators. A copy of such request will be submitted to the Chief School Officer. Upon receipt of the list of arbitrators, the Chief School Officer or his/her designee will meet with an authorized representative of the Association to select the arbitrator by alternate striking of names.

   a. Once selected, the arbitrator will proceed in accord with the rules of the American Arbitration Association.

   b. The arbitrator shall have no power or authority to add to, subtract from, modify, change or alter any provision of this agreement.

   c. The authority of the arbitrator in dismissal cases shall be limited in accord with Article VII.

   d. Except for the specific limitations resulting from E.4.c. above, the decision of the arbitrator will be final and binding on the parties.

   e. Costs of the arbitrator's services shall be borne equally by the parties.

**ARTICLE IV - TEACHING CONDITIONS**

4.A. **Length of Day**

4.A.1. The required workday including unassigned periods, lunch time, etc. of all personnel covered by the teachers' salary schedule shall not exceed a seven and one half (7.1/2) hour day. Effective 7/1/98, the workday for all employees will be 8:00 AM to 3:00 PM.

Actual building schedules shall be developed by the respective building principals and building union representatives.

However, it is recognized that teachers have certain responsibilities, such as after school assistance to pupils, conferring with parents, and professional meetings including faculty, grade level and departmental meetings which will often necessitate a longer day. Administrators will attempt to hold meetings to a reasonable length.
4.A.2. Unit members will be able to leave earlier than the stated dismissal times for Association and faculty meetings that necessitate traveling to another building.

4.B. **Duty Free Lunch**

4.B.1. All teachers shall have a thirty (30) minute duty free lunch period.

4.B.2. Teachers of elementary grades K-4 shall be relieved of noon hour playground duties and lunchroom assignments except that teachers of Physical Education, Art and Music may be assigned to supervise the lunch line outside the cafeteria in the Elementary School as long as this assignment does not result in a reduction of preparation time below the contractual limits in B.3.

4.B.3. Teachers in grades 5-6 may be given noon hour assignments but only on a rotating basis and with the guarantees that in no case will the weekly planning time be reduced below a level of 255 minutes per week. Teachers K-4 will be given preparation time no less than 200 minutes per week.

4.C. **Teaching Load**

4.C.1. The standard daily teaching load shall be five classes. When a teacher is asked in writing to teach a 6th class, they will not be assigned any additional duties.

4.C.2.a. The application of the above to the eight period day is best illustrated by the following sample schedules:

<table>
<thead>
<tr>
<th>Teacher A:</th>
<th>Teacher B:</th>
</tr>
</thead>
<tbody>
<tr>
<td>per 1-5 classes</td>
<td>per 1-5 classes</td>
</tr>
<tr>
<td>per 6 study hall or supervisory</td>
<td>per 6 extra class</td>
</tr>
<tr>
<td>per 7 prep</td>
<td>per 7 prep</td>
</tr>
<tr>
<td>per 8 conference prep*</td>
<td>per 8 conference prep*</td>
</tr>
</tbody>
</table>

*Conference preparation: Students will not be assigned to teachers during this time. However, the primary purpose of this period is for teachers to provide assistance to students who seek it.

Additional assignments of supervisory duties may be necessary beyond the normal teacher schedule. If such assignments must be made they will be made in writing. These assignments will rotate first among available staff not teaching a sixth class, and will be assigned in lieu of the conference prep period. In no case will any individual lose a conference prep period for more than the equivalent of one semester a year.

4.C.2.b. It is understood that the primary purpose of prep time is educational. To this end, teachers are expected to remain in district buildings during their prep time unless there is a specific educational need or emergency. Prep time is not to be used for recreational purposes.
4.C.3 **Length of Day**

All teachers must be in their respective buildings by 8:00 A.M. each school day.

**Grades K-8**

All Teachers will participate in the daily planning period of 8:00 A.M. to 8:20 A.M. The purpose of this planning time is to discuss issues relative to inclusion, program, assessments, special events, academic intervention services and other issues directly related to teaching and learning. Exploratory teachers may attend different team meetings during the week, but must develop a regular schedule.

**Grades 9-12**

All teachers will be involved in the following activities from 8:00 A.M. to 8:20 A.M.

- Department meetings
- Grade level meetings
- Development of interdisciplinary units
- Meetings with special education teachers
- Meetings with guidance counselors
- Meetings to discuss special events

**Daily Schedule**

8:00 A.M. All teachers are in their respective buildings

8:00-8:20 A.M. Teacher planning time

8:25 A.M. All teachers are on duty in their respective classroom or instructional area, Instructional day begins

2:35 P.M. K-4 Dismissal

2:45 P.M. 5-8 Dismissal

2:55 P.M. 9-12 Dismissal

3:00 P.M. Teachers' work day complete, except on days where meetings have been scheduled.

4.C.4 **AIS Assignments**

The building principal may assign no more than 7 (seven) Academic Intervention Services (AIS) students to a teacher per class period, unless the teacher agrees the placement of an individual student(s) makes sense because of a specific testing need, skill weakness or because of a failed State Assessment. Assignments will be as homogeneous as possible. Teachers may teach more than 7 (seven) AIS students per class only by mutual written agreement with the administration. The number of classes' teachers are assigned; including AIS will not exceed six (6).
4.D. **Class Size**

4.D.1. Elementary class size for K-3 should be a maximum of 25. Elementary class size for 4-6 should be a maximum of 27. Elementary class size shall never exceed 30 prior to budget approval; and, at any time after budget approval should an individual class size exceed 30, the situations will be reviewed with the teacher(s) involved on the particular grade level and some means of relief for the problem will be made.

4.E. **Parent Communication**

4.E.1. The Association can expect that an annual plan for parent communication programs will be established at the building level by the end of October of each year. Such a plan shall include provisions for formal and informal parent conferences as well as evening programs to be carried on throughout the year. Individual attendance at parent meetings after regular school hours will be limited to two during the school year. If further meetings are desirable, they will be limited to two providing an equal amount of afternoon release time is granted for each of these meetings.

Any meetings beyond these limits will only be held with the approval of the Association.

4.E.2. The parties agree that a program of community relations is an important aspect of maintaining support for the School District and agree to explore ways to cooperatively participate to enhance such a program.

4.E.3 Notwithstanding the provisions of Article IV.E.1, if the District wishes to have an additional parents’ night at the elementary level and sufficient staff are willing to participate to make it feasible, the Association will not itself, or on behalf of any individual, grieve. However, it is the clear understanding of the parties that any teacher may freely elect not to participate.

4.F. **School Calendar**

The school calendar shall conform, to as great an extent as possible, with the Herkimer County BOCES calendar.

Unused emergency days will be converted to days off except that, one day above state minimum will be retained for emergency and converted on the final day of the year if still available.

During the first year of the contract and every year thereafter, the District may require, with the appropriate Board authorization, 2 additional days to be added to the school calendar of 180 days. These extra days shall be utilized solely for the purpose of staff development. The rate of pay for these extra days shall be at the rate of 1/180th of the teacher’s annual salary.
4.G. **Notice of Assignment**

4.G.1. Notice of assignment changes for all personnel for the following school year shall be given in writing by April 1st. Employees will be notified immediately of any changes that may become necessary after that date.

Teaching assignments shall be within the tenure category for which the teacher has been appointed by the Board unless there is a mutually agreed upon certifiable exception. All personnel will be normally assigned duties within the Mount Markham School District. Any deviation from this will be after consultation with the Association.

4.H. **Personnel File**

4.H.1. Any employee shall have the right upon written request with reasonable notice, to review the contents of his/her permanent personnel file in the District Office.

This review will exclude such "confidential" materials as recommendations from former employers and college placement folders. An employee may, at his/her option, elect to have an Association representative present during the review of the file.

4.H.2. An employee has the right to attach his/her comments to anything placed in the file. No item of a derogatory nature or which is critical of an employee or that employee's performance will be placed in the employee's file until the employee has had an opportunity to attach his/her comments thereto. If the employee does not wish to comment, the employee will so indicate by initialing the document. Such initialing shall not constitute agreement with the contents of such material.

Any such items, if they are to be placed in an employee's file, must be so filed within fifteen (15) school days from the time they become known to the Chief School Administrator, unless the employee is unavailable to review the material as provided above, in which case the material will be filed within five (5) days after the employee has completed the review procedure set forth herein.

4.1. **Teacher Facility Requirements**

4.1.1. Space to store instructional materials and supplies, (1) sufficient files (with locks provided), (2) sufficient bookcases.

4.1.2. A serviceable desk and chair at each teaching station for teachers assigned there.

4.1.3. A classroom equipped with adequate lighting and ventilation with automatically controlled heat.

4.1.4. Adequate parking space.

4.1.5. A teacher work area containing adequate equipment and supplies to aid in preparation of instructional materials.

4.1.6. A communication system through which teachers can communicate with the main office from their classrooms.
4.1.7. An adequate projection screen and appropriate wall mounted brackets in each classroom.

4.1.8. Drapes or other means to properly darken rooms where projection equipment will be used.

4.2. Employee Assistance Program

4.2.1. The District will establish an Employee Assistance Program.

ARTICLE V - STAFF INVOLVEMENT IN PLANNING

5.A. Building principals will be available, upon reasonable request, to meet with Association building representatives for discussion of building problems. Problems unresolved at the building level may be referred to the Superintendent.

5.B. The parties will establish a joint committee consisting of the following six (6) members; Association President, up to two (2) members of the Association's Executive Committee, and the Superintendent of Schools. This committee is to function as a problem solving group, meeting on a regular basis as part of an ongoing effort to avoid both contractual and other problems, serving as the district-wide structure for shared decision making. Meetings may be initiated by either party. By mutual agreement, either party may invite a guest for the purpose of discussion.

5.C. The MMTA President and Superintendent of Schools must appoint the District Wide PAC Committee or a sub-committee of PAC to annually review the District Wide Master Plan. Any changes in the plan must have the approval of the Board and the Association.

ARTICLE VI - TEACHER TO TEACHER PROGRAM

The Association will appoint in each building a three member committee, which shall be charged with establishing a pool of volunteers to participate in a teacher to teacher program. The program will have two purposes:

6.A. New Teacher Orientation

During the first year of probation the committee will assign to each new teacher a helping teacher from the pool of volunteers. Said helping teacher will then become a resource for the new teacher in making the adjustment to the District, its practices and programs. The role of the helping teacher will not be evaluative.

6.B. Cooperative Teaching

An individual teacher may request to be allowed to work with another teacher in an instructional setting for a specific purpose. Such a program may include modeling a specific teaching skill or being critiqued by another teacher. This program shall also be totally separate from the formal evaluation procedure.
ARTICLE VII - PROFESSIONAL EMPLOYMENT STATUS

No member of the bargaining unit will be disciplined, reprimanded, or reduced in rank or compensation without just cause.

In the case of dismissal of a probationary teacher, coverage of this provision shall be limited as follows:

7.A. During the first full year of probation, no coverage.

7.B. During the second full year of probation, no coverage except that the teacher will have the right to request and receive a hearing before the Board of Education.

7.C. During the third and final full year of probation, a teacher may appeal a dismissal to arbitration, but the determination of the arbitrator shall be advisory only.

ARTICLE VIII - EVALUATION

8.A. All observation and evaluation of the job performance of any member of the bargaining unit will be conducted openly and with full knowledge of said unit member. Prior notice will be afforded to probationary teachers for the first observation of a given year.

8.B. Only certified administrators will prepare formal evaluations of unit members.

8.C. First year probationers will be evaluated at least twice, with the first evaluation being completed prior to midterm.

Tenured teachers will be observed and evaluated at reasonable intervals or upon reasonable request from the teacher but at least once a year. These evaluations for tenured teachers shall be written.

8.D. All formal evaluations will be in writing and submitted to the employee for review and comment prior to filing in accord with Article IV.H.

There will be a post observation conference within ten (10) working days of the observation(s) and prior to the writing of the evaluation.

8.E. All written evaluations must be based upon a cumulative minimum total of forty (40) minutes (or a full class period) on the spot observation by the evaluator. Any negative comments made by the evaluator will be accompanied by reasonable and appropriate suggestions for the improvement of an employee’s performance and subsequent evaluations will record progress in such areas.

A teacher shall have the right to add his/her own comments to any written evaluation prior to its being placed in the personnel file.

The teacher will sign the completed evaluation report only as an indication that he/she has seen and discussed the evaluation and been given the right to respond. The teacher’s signature does not indicate or imply either agreement or disagreement with its content.
8.F. An employee who feels that an observation or evaluation by the administrator may have been, for whatever reason, adversely affected by an inopportune classroom visitation will be granted further observation upon request.

8.G. Under this article, casual, informal observations of classroom performance are permitted but cannot be used in establishing judgments on the quality of teacher performance unless formalized by written inclusion in the employee’s evaluation.

8.H. Tenured teachers may participate in an alternative professional assessment as negotiated in the 2004-05 school year. All of the procedures have been agreed to and are part of the districts APPR plan. The District-wide Program Action Council, as defined in the Master Plan will be charged with the responsibility of annually reviewing the APPR.

ARTICLE IX – TRANSFERS AND PROMOTIONS

9.A. All vacancies in professional staff positions and extra pay assignments, including athletics, co-curricular, and promotional positions, shall be posted in the office of each school building and in each faculty lounge at least ten (10) days prior to the closing date for applications for said positions. In an emergency such as that caused by late resignations, serious illness, death or disability, the posting period may be shortened upon written notice to the Association President, but in no case will be less than five (5) days.

In such cases of emergency, any position may be filled on a temporary basis. In cases where the posting period occurs during the summer vacation, notification of all openings as defined above shall be mailed to the President of the Association and to any individual teacher who has, prior to the end of the school year, submitted to the District office written notice asking to be apprised of District vacancies.

9.B. Qualified internal applicants will be given precedence over external applicants. The determination of qualification will be based upon credentials, successful experience and/or other factors that can be demonstrated to be relevant to the needs of a specific position.

9.C. When there exists more than one internal applicant for a position whose qualifications are substantially equal, the applicant with the most seniority in the district will be appointed to the position.

9.D. The District will make no involuntary transfers of professional staff members except in cases of emergency or to meet a specific educational need, which cannot be reasonably dealt with in any other way. In cases of involuntary transfer, the person with the least seniority in a given area of qualification will be transferred.

It is understood that, assuming the District has provided reasonable verification through the evaluation process, a demonstrated inability of a teacher to perform at an acceptable standard at a particular grade level constitutes a “specific educational need that cannot be reasonably dealt with in any other way,” and justifies an involuntary transfer to another grade level.
9.E. When a grade level position is eliminated, transfers of teachers will be handled such that
the teachers with the most seniority in the District will prevail.

ARTICLE X - ASSOCIATION RIGHTS

10.A. **Right to Membership**

No unit member shall suffer any professional disadvantage by reason of his/her
membership in the Association or participation in its lawful activities.

10.B. It is recognized that good communications are important in providing a good educational
program for students. It is, therefore, necessary that a series of meetings be arranged
during the school year between the Superintendent and the President of the Association
at the request of the Association President. A meeting will be held within five (5) school
days of such request.

10.C. The President of the Association may request and be granted additional released time
during the workday based upon demonstration of need and subject to the approval of
the Superintendent.

10.D. **Dues Deductions**

10.D.1. The School District agrees to deduct from the salaries of unit members dues for
the Mount Markham Central School Teachers' Association, and the New York
State United Teachers as unit members individually and voluntarily authorize the
School District to deduct, and to transmit the revenues to the Mount Markham
Central School Teachers' Association. The unit members' authorizations will be
in writing.

10.D.2. The Mount Markham Central School Teachers' Association will certify to the
Business Manager in writing the current rate of dues of the above Associations.

10.D.3. Deductions will be made in equal monthly installments during the school year.
The School District will not be required to honor for any month's deduction any
authorizations that are delivered to it later than fifteen (15) days prior to their
distributing the payroll form on which the deductions are to be made.

10.D.4. No later than September 30th each year, the School District will provide the
Association with a list of those employees who have voluntarily authorized the
School District to deduct dues. The School District will notify the Association
monthly of any changes in said list.

Once a dues authorization form has been submitted by a unit member, it shall
remain in effect until the individual has either left the employment of the District
or revoked it in writing.

10.E. The District will provide payroll deduction for members of the bargaining unit.
Authorization forms for such withholding will be available in the Business Office.
10.F. The School District agrees to deduct from the salaries of unit members, who shall authorize such deduction in writing contributions to VOTE/COPE, P.O. Box 5190, Albany, New York 12205.

10.G. Deductions for tax sheltered annuities and requests for same may occur twice during the school year after the initial request is submitted prior to October 1.

10.H. The District will provide payroll deduction for the NYSUT Benefit Trust.

**ARTICLE XI - PROTECTION**

11.A. **Litigation**

11A.1. The School District agrees to save harmless all teachers from financial loss arising out of any claim, demand, suit or judgment by reason of alleged negligence or other act resulting in accidental damage to the property of any person within or without the school building provided such teacher, at the time of the accident or injury, was acting in the discharge of his/her duties within the scope of his/her employment or under the direction of the Board of Education of the School District. A teacher, however, is required, in order to receive this protection, to deliver the original copy of any summons, complaint, process notice or other paper received by him/her to the Board within ten (10) days after service.

   a. Teachers will immediately report to their principal all cases of assault suffered by them in connection with their employment. This report must be in writing.

   b. A teacher should report immediately to the Unit Administrator (including head teacher on the elementary level) any incident, especially one involving physical contact with a student that might lead to a claim of injury against the teacher or the District.

11.B. **Worker's Compensation**

11.B.1. The School District will carry Workers' Compensation Insurance, which will provide medical care pursuant to applicable law.

**ARTICLE XII - HEALTH INSURANCE**

12.A. **Board Participation**

12.A.1. The Health Insurance Plan provided by the District shall be that currently offered in cooperation with the Herkimer County BOCES with such riders as are necessary to provide coverage equal to or better than the Prudential Plan being replaced.
The following change is for active members. Retiree contributions will be frozen at the rate at which they retire.

IND/FAMILY [not to exceed]

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12.A.2. The Board's share of the payments for the health insurance coverage for part-time unit members will be prorated on the basis of the percentage of full time salary that the person receives provided that the person is eligible for coverage under terms of the policy.

12.A.3. A unit member on extended leave for a reason other than illness may continue to participate in the insurance program at his/her own expense.

12.A.4. Teachers who voluntarily leave the service of the School District except for reasons of retirement or illness shall assume the full cost of their health insurance program if eligible, upon the date of their termination of service with the District.

12.A.5. All unit members employed at least .5 FTE or more in the District may elect individual or family coverage to the corresponding percentage.

12.A.6. All bargaining unit retirees shall be governed by the same contribution rates as are active employees and it is agreed by the parties that the contribution rates agreed hereunder are fully enforceable under Article III.

12.B. The District will provide Blue Cross/Blue Shield Schedule a Basic and Supplemental Basic dental coverage for unit members and their dependents. The district will pay 90% for each participating unit member and 90% for dependents.

12.C The District will provide individual or family coverage for prescription drugs with a $0 mail order, $5 generic, and $10 non-generic co-pay.

12.D. There will be a joint committee charged with the ongoing task of reviewing the health insurance program offered to employees of the District.

The committee is empowered to involve representatives of other bargaining units as appropriate or necessary with the understanding that each group reserves its right to negotiate any changes.

Recommendations of the committee may be made to the parties for discussion during negotiation for a successor to the agreement or, if mutually agreeable, may be implemented at any time during its term.

12.E. The parties agree that a Section 125 Cafeteria Plan will be provided. This plan will cover premium contributions, medical expenses not covered by insurance, and dependent care.
12.F. Health Insurance buy out: If at least twelve (12) unit members opt out of the insurance the District will agree to pay any member who opts out of the insurance as follows: $2,500.00 for the family plan and $1,500.00 for the individual plan. The employee will notify the District no later than December 1st of the preceding year. The District agrees to make the payment in January of the following school year. Any employee wishing to elect no insurance must submit proof of alternate insurance. Employees who have a change in family circumstances will be allowed to re-enter the plan.

**ARTICLE XIII - LEAVES**

13.A. **Sick Leave**

13.A.1. Returning unit members shall be entitled to twelve (12) personal sick leave days each school year as of the first official day of said school year whether or not they report for duty on that day. For the initial year of employment, such days shall not be credited until a new employee has actually worked. Unused sick leave days shall be accumulated from year to year. (Maximum accumulation will be unlimited.)

13.A.2. Time required for corrective, preventive and/or remedial treatment shall be considered legitimate sick leave.


13.A.4. Four (4) days per year of sick leave may be used for illness in the immediate family (spouse, child, or any other relative who lives in the employee's household or for whose care the employee is responsible).

13.A.5. Unit members shall be notified in writing during the first month of school as to the total amount of sick leave they have accumulated.

13.A.6. Unit members shall be informed of a telephone number which they may call, and it is strongly recommended that the calls be made at least one (1) hour before the normal workday begins to report their unavailability for work. The administration shall make every effort to obtain substitute teachers.

13.A.7. Unit members absent for six (6) or more consecutive days may be required to provide the Superintendent with a doctor's certification of illness.

13.A.8. Full-time teachers who have at least twenty five (25) accumulated sick leave days as of June 30th and who contribute one personal leave day to the sick bank, if any, will be eligible to be paid for a portion of sick/personal leave days accrued during the school year, as described below.

a. Each teacher may choose to either accumulate or be paid for up to ten (10) unused sick/personal leave days at the end of the year. All other unused days will accumulate into the running total. Payment for unaccumulated, but unused days, will be at the rate of $30 and will be made in a separate check after July 1st.

b. In order for a teacher to be eligible for the full ten day payback, he/she must not, for any purpose, have used any sick leave or personal leave.
days during the school year. The use of either one personal or sick leave day (except to join the sick leave bank) will make the person eligible for nine (9) days' pay. The use of two days will make the person eligible for eight (8) days' pay, to a maximum of five days.

13.B. **Sick Leave Bank**

In the event of serious illness or injury to a teacher, which extends beyond his or her accumulated sick leave, a sick leave bank will be established according to the following guidelines:

13.B.1. When a teacher is in need of using the sick leave bank, a request for this will be made to the Superintendent in writing.

13.B.2. The Superintendent may determine the validity of each request by requiring medical certification of illness.

13.B.3. If the request is valid, all teachers will be notified of the emergency by the Superintendent. In this same announcement, all teachers will be reminded that a list of teachers who wish to volunteer one day of sick leave for the teacher who is ill will be established at once in the office of the Superintendent. Names will be placed in a box in the Superintendent's office as they are turned in on a sick leave bank form. These forms will be supplied by the Superintendent's secretary. With a second written request for the same illness, by agreement between the Association President and the Superintendent, the bank may be re-opened and the same procedure used. The Board of Education at its discretion may elect to supplement in an individual case.

13.B.4. If an individual who has drawn from the sick bank should become ill a second time during the same school year and petition to use the bank a second time, approval for such use of the bank will only be granted at the discretion and approval of the Board of Education.

Days will be withdrawn on a lottery basis. Teachers will be notified on the same form when their day of sick leave is used. Drawing will be made by the Secretary of the Superintendent.

When the emergency is over, all forms left in the box will be returned to the appropriate teacher noting that their donated days were NOT used.

13.C. **Temporary Leaves of Absence**

13.C.1. **Personal Leave**

Three (3) days per year for personal reasons. Written notification of date of use to be submitted to the building principal two days in advance except in case of emergency.

Such leave is not to be used for recreational purposes nor may it be used to extend a vacation period or holiday except in an emergency.

Unused personal leave will accumulate as sick leave.
13.C.2. **Death in the Immediate Family**

Up to five (5) days for each occurrence of death in the immediate family, not deductible from sick or personal leaves. The immediate family is limited to father, father-in-law, mother, mother-in-law, husband, wife, son, daughter, brother, sister, brother or sister-in-law, son or daughter-in-law, grandparents, grandchildren, guardian or any other relative, who at the time of death is residing in the home of the employee.

13.C.3. **Association Leave Time**

Time necessary for Association representatives to attend conferences and conventions; the representation should be limited to a total of ten (10) teaching days.

13.C.4. **Legal Appearance Leave**

a. Leave shall be granted with pay for a teacher to take part in legal proceedings connected with the employment or with the school system.

b. Leave shall be granted with pay for a teacher on jury duty. A unit member taking such leave shall reimburse the School District for any fees he/she receives as a witness or as a juror, with the exception of any travel expenses.

13.C.5. **Professional Trip Regulations**

a. Each faculty member shall be entitled to or may be asked to make one (1) visitation day a year. The specific visitation day will be decided upon on a mutually agreed basis.

b. Attendance at professional conferences shall be distributed: at the secondary level by department areas, and, at the elementary level by grade level and resource areas. Distribution shall be on an annual budget allotment to the secondary and to each elementary administrative unit.

c. Reports on professional trips will be submitted to the Unit Administrator who will distribute same, when appropriate, to other members of the staff.
13.D. **Extended Leaves of Absence**

13.D.1. **Military Service**

Military leave will be granted to any unit member as provided by military law. Upon return from such leave, a unit member will be placed on the salary schedule at the level which he/she would have achieved had he/she remained actively employed during the period of his/her absence up to a maximum of three (3) years.

13.D.2. **Child Care Leave**

Child care or adoption leaves without pay will be granted for a period not to exceed two (2) years. Unit members who wish to take the second year must notify the District in writing six months prior to the beginning of the year for which leave is requested. Unit members must give reasonable notice to the Board of Education in writing that said leave is requested and, where applicable, shall submit to the Chief School Administrator, upon request, a doctor's certification as to physical fitness and ability to continue or resume normal activities. If possible, such leaves shall end at the beginning of semesters.

Unit members on said leave shall have the option to participate in the health insurance program of the District at their own expense.

13.D.3. **Personal Reasons**

A leave of absence without pay or increment of up to one (1) year may be granted for personal reasons.

13.D.4. **Educational Improvement**

A leave of absence without pay of at least one (1) year may be granted for an approved program for educational improvement. Upon return the employee will be placed at the level he/she would have achieved if he/she had not been absent. Additional leave may be granted by the Board.

13.E. **Sabbatical Leave**

13.E.1. Upon recommendation of the Chief School Administrator, sabbatical programs may be funded for unit members who have successfully served at least seven (7) continuous years in the school system for travel or graduate study of value to the school system.

a. In the case of travel, an itinerary shall be submitted with the application. An explanation shall be attached demonstrating the direct value of the travel to the needs of the school system.
b. In the case of graduate study, a program of study shall be submitted with the application. An explanation shall be attached demonstrating the value of the study to the school system.

c. In the case of curriculum programs performed for the district, such programs may be proposed by the unit members or the administration.

13.E.2. The number of sabbaticals that may be granted in any one school year will be one.

13.E.3. Application for sabbatical leaves must be submitted to the Chief School Administrator in writing no later than February 1st of the school year for which the leave is requested. Applicants will be informed of the action taken on their applications no later than April 1st.

13.E.4. Sabbatical leaves for one (1) year shall be at one half (1/2) of the salary the employee would have received during the period of such leave or for one half (1/2) of a year at full salary the employee would have received. Employees shall be given credit toward salary increment while on sabbatical leave, and all other benefits received by them during their regular assignment shall be maintained.

13.E.5. Any employee granted a leave pursuant to this article who, during such leave, engages in employment not stated in the application for such leave or thereafter approved by the Chief School Administrator, shall be deemed to have resigned. However, mutually agreed upon, minor employment, supplementary to the purpose of the leave, shall be exempt.

13.E.6. The intrinsic value of a sabbatical program will be the major factor when deciding among two or more qualified applicants.

13.E.7. Any employee granted a leave pursuant to this article shall agree to return to the District for two school years following such leave. Summer study programs will require from the employees a signed agreement to remain in the employ of the District for the following school year. Failure to fulfill the agreed upon work period following any sabbatical shall require that the employee repay to the District a percentage of the sabbatical monies equal to the percentage of the agreed upon period not worked.

13.F. Leave Regulations for Extended and Sabbatical Leaves

13.F.1. In cases of unpaid leaves the employee will earn no step or increment credit for the term of absence unless said employee has completed one half (1/2) of the school year at the inception of the leave. Otherwise the employee, upon return, shall be placed on the next salary step immediately higher than the one at which he/she completed a year's service.

13.F.2. All benefits to which an employee was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave, will be restored to him/her upon his/her return and he/she will be assigned to a comparable or substantially equivalent position.
13.F.3. All requests for leaves or extensions or renewal of leaves will be applied for and granted in writing within six (6) months notice being required for original leave and four (4) months notice being required for extensions of leaves except in emergencies.

13.F.4. Any employee on leave of absence for a school year or more shall notify the Chief School Administrator as to his/her intention to return to service at least five (5) months before expiration of such leave (i.e. February 1st).

ARTICLE XIV - SUBSTITUTES

14.A. Substitution Policy

Every effort shall be made to hire qualified substitutes in the absence of regular staff members.

14.B Certified Substitute

The Board of Education has the right to place a long term certified substitute after 10 days on a step of the salary schedule of its own choosing.

14.C Term Substitute

The parties agreed to the following:

a.) A teacher being employed by the Board of Education for a semester or more would receive full benefits, hours and degrees paid and step determined by the district.

b.) A teacher being employed as a substitute:

1. After ten (10) consecutive days moves from per diem pay to Step 1.

2. After thirty (30) consecutive days, no health insurance and subject to Agency fee.

ARTICLE XV – CO-CURRICULAR & INTERSCHOLASTIC SALARY SCHEDULES

15.A. Pay Scales

Salaries for co-curricular activities and coaches of interscholastic sports shall be increased by the same percentages as the general salary increase found in Article 16.B.I., and salary schedules are to be found in Appendix B and C.

15.B. Annual Review

A joint committee shall immediately be established which shall on an annual basis review the matrix governing pay for coaching and other extra pay positions. This review shall attend to the relationship between time required and pay since the activities are not static.
The committee will report its recommendations by October 15, of each year. The committee shall consist of six (6) members. Both the Superintendent and the Association President shall serve and each shall appoint two (2) other members.

15.C **Authorization**

The Board of Education retains the right to add new sports and activities and/or to determine not to continue same. In cases where activities or sports are being added, the Board will propose the initial placement on the matrix subject to negotiations with the Association.

**ARTICLE XVI - SALARY SCHEDULE AND BYLAWS**

16.A. **Bylaws**

16.A.1. It shall be the policy of the Board of Education to hire only teachers who have at least a Bachelors degree or its equivalent. They shall also possess an emergency, provisional or permanent, professional or transitional certificate issued by the State of New York or be eligible for said certificate.

Recognizing the need for the District to secure teachers at a competitive professional salary, the District may hire teachers on any salary step.

16.A.2. Credit for military experience shall be granted according to Military Law, Section 243.

16.A.3. Graduate credits for salary purposes will be granted annually, as of September 1st, for each school year. Official transcripts are required.

16.A.4. All staff members shall be assigned to no less than their proper step on the salary schedule and no staff member shall be held on any step until he/she has reached the top step of the schedule in his/her preparation column unless in accordance with the following procedures:

a. In the case of any unit member whose work performance is less than the accepted minimum standard of the District, the administration may elect to withhold an annual increment. If the person so affected is at the top of the schedule and no increment due, the amount withheld may not exceed the dollar value of the top automatic step to be subtracted from any negotiated increase the person would normally receive. No deduction may be made that would lower compensation below the level of the prior year. This provision does not affect monetary credit for graduate hours.

b. The administrator will only implement this procedure after the performance of the person involved has been reviewed by a second evaluator.

c. Any person affected by a withholding of monies under this provision may request and be granted an administrative review of performance after ten (10) weeks. The administration will automatically review each such case after twenty (20) weeks.
d. During the period of such withholding of monies, the administration will render assistance to the person so affected in an attempt to raise performance to acceptable levels (Article VIII. E., Paragraph Two).

e. If the administrative review determines improvement in performance raising it above the accepted minimum level, the person will then be paid at the higher salary level retroactive only to the ten (10) or twenty (20) week point of review.

16.A.5. Full credit for university and college graduate hours and half credit for in-service courses shall be granted toward raises on the salary schedule. Prior approval of the Administration is required. The administration may approve all classes in an approved matriculated masters program at one time. Approval for credit for undergraduate hours may be considered when circumstances warrant. This provision will have no effect on undergraduate credits already being paid for at the time of this agreement. It is the responsibility of the teacher to apply for pre-approval of such masters program.

16.A.6. **Method of Payment**

a. All unit members shall have the option of receiving their appropriate annual salary in the normal biweekly installments or may elect to receive their pay by the following formula:

    Annual Salary biweekly (26) and the remainder to be paid in full on the last day of the school year.

b. Each unit member shall notify the business manager of his/her choice of option as soon as possible before the start of the school year, but not later than the published payroll deadline for the first September payroll.

c. The choice of either option shall in no way affect the procedures for dues deduction outlined in Article X.

d. Regardless of the option chosen, the first paycheck shall be given no later than the third Thursday in September. Unit members who report after the beginning of the school year will be paid in the next pay period for the number of days worked.

e. In-service credit for salary purposes will continue to accrue based upon the formula of fifteen in-service hours equaling one graduate credit hour. Units of in-service of less than fifteen hours may be accumulated until they reach the required fifteen-hour level.

f. Unit members will be provided opportunities for staff development through attendance at conferences and/or workshops. Conferences and workshops attended after school hours and/or on weekends, with prior inservice credit approval, shall be granted credit upon completion. Granting of inservice credit is by the Superintendent based on educationally related material to the respective unit.
member's area. Unit members will be allowed at least two school days per year to
attend conferences.

16.A.7. Administration will give prior notice concerning the docking of a teacher's pay.

16.B. **Salary Schedules – 2009-2012**

16.B.1. **Salary Schedule 2009-2012:**

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16.B.2. **Salary Schedule 2009-2012**

All employees will be paid in accordance with the attached salary schedule (Appendix A – page 30).

16.B.3. Graduate hours will be paid at the rate of $57.50 per hour to a maximum of BA+120. Effective 7/1/98, graduate hours will be paid at the rate of $58.50. Effective 7/1/99, the rate will be $59.50. Effective 7/1/2000, the rate will be $60.50. Effective 7/1/09 the rate will be $65.00. Hours up to BA +30 are paid in blocks of six (6). Hours beyond that point are paid per hour.

Masters payment for new employees hired after 7/1/98, and thereafter, will be paid in accordance with Appendix D. Payment for a Certificate of Advanced Studies (CAS) shall be $700. Effective 7/1/98 CAS rate will be $750. Payment for a Doctorate degree shall be $1,000. Payment for National Board Certification shall be $1,000.

Below the BA+30 level, hours completed between September 1 and August 31 will qualify for pay the September 1 next following. Actual payment, however, will not begin prior to the receipt of official transcript(s) and will be retroactive to September 1.

Beyond the BA+30 level, hours are paid immediately upon receipt of transcript, also retroactive to September 1. Transcripts submitted after the beginning of the new fiscal year, July 1, will result in pay being delayed until the next September 1 regardless of when they were completed.

16.B.4. **Retirement Incentive**

a. An eligible unit member who tenders his/her resignation for retirement purposes to the Board of Education prior to April 1st of the year of retirement shall receive terminal pay as follows:
A rate of $30 per day shall be paid for each day of accumulated sick leave up to a maximum of two hundred and fifty days (250).

Eligibility: Unit members shall be eligible who have given at least fifteen (15) years service to the District.

403-(b)
The parties agree to the addition of paying retirement incentives through a 403-(b), which shall continue with no sunset date. Should IRS regulations currently governing the employer's contributions into the 403(b) account change or be reinterpreted in a way that makes this agreement illegal or increase the District's liability, this provision shall be null and void.

16.B.5
Any unit member who is eligible to retire under the rules of the New York State Teachers' Retirement System and who has served a minimum of fourteen (14) consecutive years in the Mount Markham School District and who has a total of at least nineteen (19) years of service credit, may, upon giving advance notice of resignation to the Superintendent by May 1st prior to the intended final year, qualify for an additional increment of twenty (20) percent of base salary.

A unit member who reaches his/her first year of eligibility for retirement, but does not have either the minimum of fourteen (14) years service in the District or nineteen (19) years of service credit, may still qualify for the twenty (20) percent of base salary if he/she elects to retire at the end of the school year in which both these requirements are finally met, provided, again, that the teacher gives the same advance notice as indicated in the paragraph above.

This benefit shall only be applicable during the first year of eligibility without penalty in the Teachers Retirement System. Teachers who elect not to retire during this window period shall not be eligible after the window period closes to receive this benefit.

16.B.6. **Summer Work**

1. Curriculum - summer curriculum proposals may be proposed either by unit members or the administration. Proposals should be submitted to the Superintendent by April 1st. If approved, pay will be at the rate of 1/200th of the employee's annual salary per day. If work is less than a full day, pay will be pro-rata based upon a six and one half hour day, exclusive of lunch.

2. Other summer work, such as for summer school programs, may be instituted by the Board.

Such positions will be posted and such posting will indicate the rate of pay for each position as determined by the Board.
3. PAC Work: Building Planning Teams and PAC work performed outside of the regular school day shall be paid at a rate as follows:

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16.B.7. **Department Chairpersons**

Department chairpersons will be paid an annual stipend of $1,000 beginning in the 1988-89 school year. The rate for returning department heads for 1989-90 shall be $1,110 and for 1990-91 $1,221. The increases may be withheld in the face of unacceptable evaluations pursuant to Article XVI A.4.a. New department heads will begin at $1,000 and move to the rate for returning department heads at the beginning of their second year assuming an acceptable evaluation.*

*This paragraph will be reconsidered if Department Chair positions are re-established.

16.B.8 **Waiver Fee**

The parties agree to share the cost imposed by the State Education Department to file a waiver for a teacher being employed in an area where he or she is not certified. The cost would be borne equally by both parties.

**ARTICLE XVII - NURSES**

17.A. All provisions of this agreement apply to nurse members of the bargaining unit except as modified in this article.

17.B. The following provisions of this agreement do not apply to nurses:

- ARTICLE IV-A1, B, C, D and E
- ARTICLE IV I.
- ARTICLE IX E.
- ARTICLE XVI -Except A.7

17.C. The following provisions apply to nurses only:

17.C.1. Hourly rate as referred to below shall be 1/260 of employee's annual salary.

17.C.2. The workday for registered nurses shall be seven (7) hours inclusive of lunch. Any additional time will be paid as overtime at the normal rate and at time and a half in excess of 40 hours per week.

17.C.3. The work year for registered nurses shall be the same as for teachers. Time spent beyond the normal work year for giving physicals shall be at the regular hourly rate and in no case will an employee be required to report unless guaranteed a full day's pay.
17.C.4. If positions are abolished, those persons with least seniority in the position will be laid off first. Any employee thus laid off will be given privileged consideration for other vacancies in the system for which said employee may qualify.

A laid off employee shall be on a preferred eligible list to return to the next available opening in the position from which said employee was laid off. This preferred eligible status shall be for five years.

17.C.5. Extended periods of substitution one (1) semester or longer, will be credited for purposes of seniority if they immediately preceded regular employment.

17.C.6. **Salary - Nurses**


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<tr>
<td>Level 2</td>
<td>$24,079-$26,000</td>
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<tr>
<td>Level 3</td>
<td>$26,072 and above</td>
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</table>

Nurses salaries will increase by the following percents:

- 2009-2010 8%
- 2010-2011 6%
- 2011-2012 5.5%

**Longevity**

- $1,200 @ 15 years
- $1,200 @ 20 years

In-service credit for continuing education units:

1. 15 clock hours equals one CEU
2. Maximum of 30 clock hours each year
3. One CEU equals $35.00
4. Courses and/or workshops must pertain to issues related to nursing practices in a public school.

Thereafter it is contemplated, subject to future negotiations between the parties, that returning employees shall move up one step from the prior year of employment.

New hires may be granted up to 5 years service credit.

**ARTICLE XVIII - PROFESSIONAL GROWTH**

There will be established a joint Governing Board to administer a District Program for Professional Growth.
The Governing Board will consist of six members; three appointed by the Superintendent and three appointed by the President of the Mount Markham Teachers' Association.

The Governing Board is charged as follows:

1. To determine which proposals or requests is to be within the purview of the Governing Board according to the intent of this agreement.

2. To establish criteria upon which to evaluate proposals. Such criteria shall specify multiple entry points into the process, including but not limited to:
   a. classroom application of in-service programs
   b. Combining of in-service programs and individual research
   c. Projects related to cooperative or team teaching
   d. Other entry points will be proposed by the Governance Board for approval by the Board of Education and the Mount Markham Teachers' Association's Executive Committee.

Other responsibilities of the Governing Board include:

3. Encourage broad participation in what is a non-mandatory program.

4. Process applications to teach in-service courses and initiate professional growth projects.

5. Review and approve or deny proposals.

6. Determine the amount of in-service credit to be granted for successful completion of course and project proposals submitted to the Governing Board.

7. Evaluate completed projects and determine whether prior approved in-service credit is to be granted.

8. Provide for the Board of Education and the Mount Markham Teachers' Association's Executive Committee an annual evaluation of the program in the spring, and an interim report in the winter, which will include budget proposals for the following year.

Governing Board members who are covered by the Mount Markham Teachers' Association's Agreement will be granted released time or paid as per said Agreement. Meeting times will be determined by the Governing Board within the agreed upon budget of the Board.

The Governing Board must also operate within budget set annually by the Board for the purpose of granting pay for in-service credits.

Approval of an application to prepare and teach an in-service course will include a specific amount of time to be credited for pay.
Determination of rates of pay, clock hours for in-service credit, pay in lieu of in-service are matters for negotiation and the Governing Board will operate within the limits negotiated by the District and the MMTA.

**ARTICLE XIX SCOPE AND DURATION OF AGREEMENT**

19.A. The parties recognize that this agreement has been entered into pursuant to the "Public Employees Fair Employment Act." If any provision of this agreement or any application of the agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall be deemed invalid and the parties shall attempt to revise the provision to the extent permitted by law; other provisions and applications will continue in full force and effect.

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

19.C. This agreement constitutes School District policy for the term of said agreement, and the District and Association will carry out the commitments contained herein.

19.D. This agreement is for the period covering **July 1, 2009 through June 30, 2012**.

**FOR THE DISTRICT:**

[Signature]

DATE: **9/1/09**

**FOR THE ASSOCIATION:**

[Signature]

DATE: **9/1/09**
## Appendix A

### Mount Markham Central School

#### Instructional Salary Schedule

<table>
<thead>
<tr>
<th>Step</th>
<th>2009-2010</th>
<th>2010-2011</th>
<th>2011-2012</th>
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O/S  $2,690.00  $1,380.00  $1,325.00
### APPENDIX B
**Co-Curricular Activity Pay Scale**

<table>
<thead>
<tr>
<th>Category</th>
<th>A 0-50 hours</th>
<th>B 51-100 hours</th>
<th>C 101-150 hours</th>
<th>D 151-200 hours</th>
<th>E 201+ hours</th>
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<td>1067 Freshman Adv</td>
<td>1255 NHS (2)</td>
<td>1634 Student Council HS (2)</td>
<td>2134 Good Morning Program Coordinator</td>
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<td>Photography Club</td>
<td>Sophomore Adv, Varsity Club</td>
<td>FCCLA – MS/HS</td>
<td>Good Morning Program Coordinator</td>
<td>2637 Yearbook (HS) Musical (2.5)– Per Production *</td>
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<td>HS Quiz Team</td>
<td>GAA</td>
<td>Yearbook (MS)</td>
<td>Yearbook (HS) Musical (2.5)– Per Production *</td>
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<tr>
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<td>Envirothon Team Team Leader</td>
<td>NJHS</td>
<td>Student Council MS (1)</td>
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<td></td>
<td></td>
<td>Student Press – ES/MS/HS</td>
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<td>2134 HS Drama (2) – Per Production * SADD</td>
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**Category 1**
- Advisory/Some Teaching
- Fund Raising Usually Involved
- Usually Year Long
- Safety Responsibility

**Category 2**
- Teaching and Advisory
- Fund Raising Involved
- Seasonal or Year Long
- Safety concerns – activities may be off school grounds

Co-curricular activities are placed on a matrix with two (2) categories of responsibility and five columns of hours according to time spent. It is understood that every effort will be made to correct pay inequalities in co-curricular activities depending on the change in time and/or responsibilities.

It is understood that it is the right of the administration to ask for documentation for the level of pay for co-curricular and coaching salaries.

* Drama/Musical productions that exceed two (2) per school year must receive prior approval of the District Superintendent.
## APPENDIX C
### COACHING SALARIES

<table>
<thead>
<tr>
<th>Step</th>
<th>A 09-10</th>
<th>09-11</th>
<th>10-11</th>
<th>11-12</th>
<th>B 09-10</th>
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<th>10-11</th>
<th>11-12</th>
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<td>2,227</td>
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</table>
Coaching Levels

The following distribution of sports teams into four levels is based on two factors: time and responsibility. It is understood that every effort will be made to correct pay inequities in coaching depending on the change in time and/or responsibility due to program adjustments.

**Level A**
- Varsity Football
- Varsity Soccer (Boys and Girls)
- Varsity Field Hockey
- Varsity Basketball (Boys and Girls)
- Varsity Volleyball (Girls)
- Varsity Wrestling
- Athletic Director
- Speech and Debate

**Level B**
- Varsity Baseball
- Varsity Softball
- Varsity Track (Boys & Girls)
- Varsity Tennis (Co-Ed)
- Varsity Volleyball (Boys)
- Junior Varsity Basketball (Boys & Girls)
- Junior Varsity Wrestling
- Junior Varsity Football
- Junior Varsity Soccer (Boys & Girls)
- Cheerleading (Fall & Winter)
- Assistant Varsity Football
- Varsity Cross Country (Co-Ed)
- Junior Varsity Volleyball (Girls)
- Colourguard

**Level C**
- Varsity Golf (Co-Ed)
- Modified Football
- Junior Varsity Volleyball (Boys)
- Junior Varsity Baseball
- Junior Varsity Softball

**Level D**
- 7th Grade Basketball (Boys and Girls)
- 8th Grade Basketball (Boys and Girls)
- 7th Grade Volleyball (Girls)
- 8th Grade Volleyball (Girls)
- 7th & 8th Grade Cross County
- 7th & 8th Grade Wrestling
- Modified Soccer (Boys and Girls)
- Modified Baseball
- Modified Softball
- Modified Track (Co-Ed)
- Modified Field Hockey
- Assistant Speech and Debate
APPENDIX D
MASTERS PAY

The following will be used as a guide for payment of Masters for teachers hired for 1998-1999 and thereafter.

See Article 16 pages 22-25 for further information on graduate hours and regulations thereof.

Teachers will have the option to have their masters pay put into a 403(b) account as in Article 16.B.4.

Teacher A
No Masters
Upon completion of the Masters Degree and if upon receipt of proof the teacher has now completed a Masters the following will hold true:

1st Year $600 stipend
0-2 Years $3400 at end of 2nd year
2nd Year $4000 End of 2nd year
3rd Year & Longer $4000 Upon proof of completion

Teacher B
Masters
Option of $600 at the end of 1st year and balance at end of 2nd year ($3400) upon granting of tenure or balance $4000 at end of 2nd year.

Option of $600 at the end of the 1st and 2nd years and the balance at the end of the 3rd year ($2,800) upon granting of tenure or the balance of $4,000 at the end of the 3rd year.
I. Regulations Regarding the Annual Professional Performance Review

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

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

A. Criteria by which all such personnel shall be reviewed and a description of the review procedures;

B. A description of review activities, including:
   1. The minimum number of observations;
   2. The frequency of observations; and
   3. Provision for a follow-up meeting for the reviewer to commend strengths of performance and discuss the need for improvement, if necessary, with the staff person being reviewed.

C. Methods used to record review results; and

D. Procedures used to:
   1. Ensure that all such personnel are acquainted with the performance review procedures; and
   2. Ensure that each individual who is reviewed in accordance with the provisions of these regulations has the opportunity to provide written comment on his or her performance review.

II. Philosophy of Teacher Evaluation

Evaluation is a cooperative, continuous and constructive process, which develops a clear understanding of expectations between the teacher and school administrator. The evaluation process increases the overall effectiveness of the teacher, the staff and the Mount Markham Central School District. Evaluation provides an opportunity to reinforce strengths and remediate weaknesses. It encourages self-evaluation and self-motivated improvement in the quality of instruction.
To achieve the purpose of evaluation, a sense of trust is necessary. On the part of the supervisor, trust develops from a belief in the teacher's willingness to pursue professional excellence, and the supervisor's capacity to provide specific feedback within an educational productive framework.

The quality, therefore, of the supervisor relationship hinges primarily on one factor, feedback on the teacher's willingness to seek actively its implications and on the supervisor's ability both to reflect effectively the teacher's performance and to communicate that vision to the teacher.

Regarded in this way, the task of supervision demands an enormous repertoire of skills. Recognizing the necessity of constantly improving these skills, the administration agrees to support objectives and projects designed to enhance the quality of the supervisory relationship. Among these will be continuing commitment to train teachers, principals, and supervisors in area of evaluation and communication skills.

III. Purpose of the Teacher Evaluation Program

The purpose of teacher evaluation shall always be to provide improved instruction for the student through:

A. Encouraging self-evaluation.
B. Promoting continual individual professional growth.
C. Documenting individual progress and levels of competence.
D. Improving the instructional performance of the individual, staff and district.
E. Contributing to the development and maintenance of a positive learning environment in the district.

IV. Orientation

All new teaching employees shall receive an orientation to the Annual Professional Performance Review process prior to the first day of classes. The orientation will be conducted by the Superintendent or building principal. A copy of the Annual Professional Performance Review policy document for the current school year shall be placed in the Teacher Handbook in each building.

V. Activities Comprising the Annual Review

The activities and procedures comprising the Annual Performance Review shall be as contained in Article VIII of the negotiated agreement.
VI. The Annual Review

The Annual Review of probationary teachers may be a separate written statement, or as a part of the second written classroom observation report. For tenured teachers, these data may be included as a part of the annual evaluation.

VII. Levels of Performance

The process is continuous. Every teacher is expected to demonstrate continued professional growth throughout his/her professional career.

The development of a professional teacher is a continual process. This process of development is not smooth. It moves ahead in jumps, sprints, delays and occasionally regressions because of a variety of real life human factors such as attitudes, beliefs, health, family situations, support and energy. In general, a developing teacher should be evaluated in a supportive manner. Only when a teacher shows serious deviation from expected development does the need for more intensive evaluation arise.

Each evaluation shall acknowledge the strengths of the teacher evaluated, as well as deficiencies, if any, and shall note all data used to support the conclusions of the evaluator. The evaluator shall take into consideration and note in writing any circumstances that may adversely affect a teacher’s performance, such as class size, special learning disabilities of a student, or physical facilities. If the evaluator indicates that the teacher’s performance needs improvement, he/she will indicate positive, reasonable suggestions for the teacher to accomplish the suggested improvement.

A problem that arises from this approach is the determination of a method or manner to let a teacher who is having a serious problem know that it is of major concern to the administration as opposed to general suggestions to a teacher whose performance is well within the normal range of growth. The administrator must notify the teacher if the problem is serious through the procedures outlined below.

A. Helping Teachers in Need

1. Any teacher who is having performance problems may request to be or be designated by his/her administrator to participate in a special help program.

   A teacher may be so designated by the administrator if he/she has failed to rectify, within a reasonable period of time, significant performance problems specified in observation report provided such problems have been dealt with as described in Article VIII E.

2. Notification that a teacher or teacher’s is/are designated for such special help shall be made to the Superintendent and the President of the Association.

3. A teacher so designated may become involved in any of the following as mutually agreed upon with the supervising administrator.

   a. Teacher Center – Programs for Instructional Improvement
b. Clinical supervision on a collegial basis (This is totally separate from the voluntary Teacher to Teacher program).

c. Team teaching with an experienced teacher.

d. Submission of daily lesson plans to the unit administrator.

e. Daily or weekly conferences with the unit administrator.

f. Intensified evaluation.

g. Voluntary professional counseling.

h. Visitation, conference and/or workshop attendance approved and paid for by the district.

i. Process of individualized goal setting and evaluation.

4. A teacher may challenge such designation under the provisions of Article VII.

5. In the case option 3b or 3c above are used, the following will prevail:

a. The helping teacher will be freed of one teaching period per day to conduct clinical supervision or, in the case of team teaching, will be given an extra planning period in common with the teacher being assisted.

b. Staff members shall participate as helping teachers on a strictly voluntary basis and must be acceptable to the teacher(s) being assisted. Refusal to accept anyone from a list of available volunteers shall constitute a refusal to participate in this program and will allow the administrator to proceed in accord with 6a or c below.

c. The relationship between the helping teacher and the teacher being assisted shall be confidential. Any written comments by the helping teacher shall be given only to the teacher being assisted. The helping teacher will not be requested to provide any report to the administrator except that his/her task is completed and will not be asked to testify in any later proceeding leading to the discipline or dismissal of the teacher being assisted.

d. It shall be the responsibility of the administrator to determine the efficiency of the remedial program.

6. At the end of the period of remediation for the individual teacher, the administrator shall do one of the following:

a. Return the teacher to the normal cycle of evaluation with a written notation that the specific problem(s) is solved.
b. Establish a new period for remediation subject to the same limitations as before.

c. Take such other actions as may be required subject to the procedures of the Law and/or negotiated contract.

B. **Salary Increment**

In respect to teachers designated as needing special help, the Superintendent may, at his/her discretion, withhold an annual increment in accordance with Article XVI, Section A.4, of the agreement with the Mount Markham Teachers' Association.

VIII. **The Criteria by Which Professional Personnel Shall Be Reviewed**

Upon adoption of this policy, a faculty-administration committee shall be formed and charged with the responsibility of reviewing and making recommendations to the parties for revision of the current criteria by which professional personnel shall be reviewed. The committee shall consist of the Superintendent or his/her designee, the Association President or his/her designee, two administrators chosen by the Superintendent and two classroom teachers chosen by the Association.
MEMORANDUM OF AGREEMENT
Between
The Mount Markham Central School District
And
The Mount Markham Teacher's Association

AccelerateU On-line Learning Opportunities

Purpose
• Give students access to advanced level courses not available at MMCSD
• Offer opportunities for credit recovery
• Expanded elective course availability
• Resolve unique scheduling conflicts

Procedure
• Courses not offered at MMCSD require only the MMTA President and Superintendent to sign off
• Courses offered by MMCSD would require approval of the Subject area department, the HS building team, the MMTA President, and the Superintendent.
• Follow all guidelines established by the AccelerateU Consortium
• In the event that more than nine (9) students enroll in the same on-line course selection, the Building Planning Team shall meet to discuss the feasibility of that course being offered “in house” by a MMTA unit member.

Assurances
• The district's participation in AccelerateU will not result in any employee being subject to a reduction in force due to this service offering.
• The High School Building Planning Team will review on an annual basis the AccelerateU program.

For the District
Casey W. Barduhn, Superintendent
Date 6/2/06

For the Association
Rebecca Marzeski, President
Date 6/2/06
Letter of Understanding
College Now Program
Mount Markham Central School District
April, 2006

1. The parties agree that the College Now program is a benefit to the students of the District;

2. Participation in the College Now program is volitional on the part of current MMTA members, as of the ’05 – ’06 school year;

3. Association members shall be considered adjunct faculty of the College, and as such, will be observed and evaluated by College staff. These observations and evaluations shall not be shared with the administration of the District;

4. It is not the intent of the District to supplant courses that are currently taught by Association members, the intent is to increase the electives offered to students in the District;

5. It is not the intent of the District to use the College Now program to eliminate staff positions or programs;

6. Association members who participate in the College Now program shall be entitled to all benefits of the collective bargaining agreement, such as mileage for travel to the College, payment for curriculum work done outside of school hours, release without loss of leave time to visit with College staff, and any or all other benefits not listed above;

7. No Association member, whether they are providing instruction through the College Now program or not, shall have an increased workload due to the District’s election to participate in the College Now program;

8. Association members who participate in the College Now program shall not receive any additional stipend for their participation (with the exception of those payments that might be received under paragraph 6 above).

for the District, Casey Barduhn, Superintendent 6/6/06
date

for the Association, Rebecca Marzese, MMTA President 6/6/06
date
Memorandum of Agreement
Between
The Mount Markham Central School District
And
The Mount Markham Teachers' Association

Alterations to Co-curricular Grid Effective September 1, 2006:

The following is a list of activities that the Mount Markham Central School District agrees to pay music teachers for. It is understood that the following activities will be deleted from the co-curricular grid effective September 1, 2006: Stage Band-Jazz and Show Choir. These courses have been added as credit-bearing courses to the high school course offerings effective September 1, 2006. It is also understood that only those music teachers who have students involved in the music activities below will be paid. Each activity has a cap on the number of hours to be paid per teacher. The pay will be $30.00/hour and will be paid by voucher submitted after each event.

<table>
<thead>
<tr>
<th>Activity</th>
<th>Cap (on hours)</th>
</tr>
</thead>
<tbody>
<tr>
<td>All County (Fall)</td>
<td>15 hours</td>
</tr>
<tr>
<td>All County (Spring)</td>
<td>15 hours</td>
</tr>
<tr>
<td>Area All State (Fall)</td>
<td>18 hours</td>
</tr>
<tr>
<td>NYSSMA - Solo Levels I – IV (Spring)</td>
<td>20 hours</td>
</tr>
<tr>
<td>NYSSMA - Solo Levels V &amp;VI (Spring)</td>
<td>20 hours</td>
</tr>
<tr>
<td>Memorial Day Parade</td>
<td>10 hours</td>
</tr>
<tr>
<td>Graduation</td>
<td>5 hours</td>
</tr>
</tbody>
</table>

Date 12/7/06
For the Association

Date 12/18/06
For the District
Memorandum of Agreement
Between
The Mount Markham Central School District
And
The Mount Markham Teachers' Association

This memorandum is entered into this 21st day of June 2007 and is part of the collective bargaining agreement by and between the Mount Markham Teachers Association (hereinafter the “Association”) and the Mount Markham Central School District (hereinafter the “District”).

Whereas, the Association and District mutually agree teachers employed by the district will be given precedence for any and all coaching/co-curricular positions posted, when their qualifications and/or experience are equal to or exceed other candidates.

Whereas, it is also mutually agreed that when a person, who is not a teacher within the district, and has served in a specific coaching/co-curricular position for a period of three years, is qualified/certified, and has shown through evaluation by the administration to be performing at an acceptable level, said person may retain that position for the next year if so selected by the district.

In the event that an established person requires a leave of absence for a health or emergency situation from said position in accordance with district practice, that position may be held for one year.

Whereas, if that person chooses not to reapply or is not re-instated for that position, the position will be considered open.

Whereas, open positions will be filled based on the provisions of this agreement, and the language contained in articles 9A, 9B, and 9C of the collective bargaining agreement between the Association and the District.

This MOA is agreed upon as a resolution to grievance 2007-01 and that the association agrees to withdraw said grievance.

For the Association

Rebecca M. Marzieski

Date 6/21/07

For the District

Lynn Bennett

Date 6/21/07
Memorandum of Agreement
Between
The Mount Markham Central School District
And
The Mount Markham Teachers' Association

ARTICLE VIII, 8.D

Change existing sentence:  There will be a post observation conference within ten (10) working days of the observation(s) and prior to the writing of the evaluation.

to:

There will be a post observation conference within ten (10) working days of the observations(s) and a draft of the written evaluation. The final draft evaluation shall be on file within ten (10) days of the post observation conference.

For the District:

Casey W. Barduhn, Superintendent

Date: 8/7/07

For the Association:

Ross Doyle, President

Date: 8/7/07
MEMORANDUM OF AGREEMENT
By and Between the
Mount Markham Central School District
And
Mount Markham Teachers Association

WHEREAS the Mt. Markham Central School District (hereinafter “District”) and the Mt. Markham Teachers Association (hereinafter “Association”) are parties to a Collective Bargaining Agreement dated July 1, 2006 through June 30, 2009 and,

WHEREAS the parties have agreed to a stipulated settlement to streamline the payment for in-service credit as outlined is Article 16.A.6 (f), paragraph two.

IT IS HEREBY AGREED AS FOLLOWS:

Association members, who have completed in-service conference/workshops attended after school and/or on weekends, would submit such credits for payment upon completion.

Salary adjustments for such in-service credit will be effective twice each school year for those credits filed prior to September 1 or February 1. All salary adjustments will be paid retroactively to the date of submission.

The parties agree that their actions in entering into this Agreement are the result of a compromise between the parties and that they shall not be deemed to be an admission of wrongdoing of any sort, by any party.

Nothing contained within this Agreement shall be perceived by either party as setting a precedent or waiving any rights that exist, or that the parties may claim exist under the current Collective Bargaining Agreement.

IN WITNESS WHEREOF, the parties have signed this Memorandum of Agreement as of the 27th day of November 2007.

Date

11/27/07

District Representative

11/27/07

Union Representative

Mt. Markham Teachers' Contract 2009-2012
MEMORANDUM OF AGREEMENT
between
The Mount Markham Central School District
and
The Mount Markham Teachers' Association

Bridge Program – A program which allows high school seniors to enroll in course work offered at local colleges. Grades and credits received in these courses will be shown on the student's transcript, but they are not reflected in the student's cumulative average. To be considered, a student must:

- Have exhausted his/her high school curriculum in a given area or,
- Be enrolling in a new course or subject not offered by Mt. Markham High School.

Course selections are intended to enhance the student's academic career and should be selected as a means of furthering study not readily available through Mt. Markham High School.

Bridge program applications are due to the high school guidance department by May 15th of the student's junior year.

Program Availability and Requirements:

- This program is available to students with an overall academic average of 85 or higher. Students who do not meet this requirement, but have a 90+ average in the content area they are intending to study may participate in a Bridge Program.
- Coursework must be approved by the respective department prior to enrollment and generally cannot replace course requirements for graduation.
  - Departments will meet with the respective guidance counselor to review the program application submitted to the guidance office no later than May 30th of the student's junior year.
  - A written record of the departments review will be forwarded to the high school principal for final approval at that time.
- The High School Principal has the final approval of course offerings and their possible application toward graduation credits.

For the Association

For the District

Mt. Markham Teachers' Contract 2009-2012