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AGREEMENT BETWEEN

THE MORRISVILLE-EATON FACULTY ASSOCIATION

AND

THE SUPERINTENDENT OF THE
MORRISVILLE-EATON CENTRAL SCHOOL DISTRICT

7/1  6/30
2007-2011

Morrисville-Eaton Central School
Edward R. Andrews Elementary (Circa 1964)
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AGREEMENT BETWEEN MEFA-MECS FOR 2007-2011
ARTICLE I
RECOGNITION

A. The Morrisville-Eaton Board of Education having determined that the Morrisville-Eaton Faculty Association is supported by a majority of the teachers in a bargaining unit composed of all professional, certified personnel, except central office and building administrators, hereby recognizes the Morrisville-Eaton Faculty Association as the exclusive negotiating agent for the teachers in such bargaining unit. The parties agree that the Morrisville-Eaton Faculty Association period of recognition shall extend until there appears a legitimate challenge to such recognition (see Rules and Procedures of PERB).

B. "It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body [the local Board of Education] has given approval."

[This notice's text and format are mandated by Civil Service Law, Article 14, §204-a, 1 (Public Employees' Fair Employment Act—The Taylor Law).]

C. The Board agrees not to negotiate with any teacher or teacher organization other than the Morrisville-Eaton Faculty Association for the duration of this recognition.

D. Non-Discrimination
The District and the Association agree not to discriminate against any bargaining unit member because of race, creed, color, sex, age, marital status, or national origin, and further, the District and the Association agree not to discriminate against any bargaining unit member because of participation or lack of participation in legal Association activities.
A. Negotiation Teams
The designated representative(s) of the Board, with the Superintendent serving as an advisor, will meet with representatives designated by the Association for the purpose of discussion and reaching mutually satisfactory agreements.

B. Dates
The parties shall exchange proposals in writing and enter into good faith negotiations over a successor agreement at a mutually agreed time. Once the initial exchange of written proposals has been made, no new proposals may be submitted by either party. Negotiation meetings shall be scheduled by mutual agreement as may be required to reach agreement on all issues or until impasse is declared.

C. Representatives
Neither party in any negotiations shall have any control over the selection of the representatives of the other party and each party may select its representatives from within or outside the school district. While no final agreement shall be executed without ratification by the Association and the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, counter proposals, and to reach compromises in the course of negotiations.

D. Exchange of Information
Both parties and/or the Superintendent shall furnish each other, upon reasonable request, all available non-confidential information pertinent to the issue(s) under consideration.

E. Reporting
The parties agree that the proceedings of all negotiation meetings shall not be publicly released, except under the following conditions:

1. If an impasse, as defined by Section 209 of the Taylor Law, is reached and the procedures are implemented, the parties are free to release information and the reasons for the impasse.
2. When the Association and the Board have ratified the agreement, the President of the Association and the Superintendent shall meet and jointly release the contents of the agreement to the general public.
ARTICLE III
GRIEVANCE PROCEDURES

A. Declaration of Purpose
The establishment and maintenance of a harmonious and cooperative relationship between the Board of Education and its teachers is essential to the operation of the school. It is the purpose of this procedure to secure, beginning on an informal basis, equitable solutions to alleged grievances by providing the Board and the Faculty Association adequate opportunity to reconcile their differences.

B. Definitions
1. A Grievance is an alleged violation, misinterpretation, or misapplication of this agreement.
2. The Chief Executive Officer is the Superintendent.
3. The Building Principal is a person responsible to the Chief Executive Officer for the operation of a specific building.
4. The Association is the Morrisville-Eaton Central School Faculty Association.
5. The aggrieved party is any person or group of persons filing a grievance.
6. The grievance committee is the committee created and constituted by the Faculty Association.
7. The hearing officer is any individual or board charged with the duty of rendering decisions at any stage of the grievance procedure.
8. For the purposes of this Article, a school day is any day when students are in attendance.

C. General Procedures
1. Oral and written grievances shall identify: the aggrieved party; the item of agreement, policy or law involved; the time and place of the alleged grievance; the party responsible for causing the grievance, if known; and the redress sought.
2. All parties in interest agree to proceed in good faith, with no coercion or reprisal, furnishing necessary records, allowing full testimony and permitting cross examination of witnesses.
3. Parties in interest shall be furnished with any minutes of the proceedings at any or all stages of the grievance procedure.
4. Forms for filing grievances, serving notices, making appeals, and making reports and recommendations, and any other documents will be jointly developed by the Board and the Association. The Superintendent shall then have them printed and available to the parties concerned.
5. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
6. Any teacher having a grievance shall have the right to discuss the matter informally with any appropriate member of the administration and to have the grievance informally adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this agreement. The Association shall be, at the request of the aggrieved
ARTICLE III
GRIEVANCE PROCEDURES

party, given opportunity to be represented at such an adjustment and to state its view on the grievance. The adjustment shall be binding upon the aggrieved party if accepted, but shall not set a precedent.

7. If any provision of this grievance procedure shall be found contrary to law, it shall not be deemed valid.

8. The Chief Executive Officer shall be responsible for accumulating and maintaining an Official Grievance Record. Official minutes will be kept at Board expense of all proceedings in Stages III and IV, and shall be furnished within five (5) days to the aggrieved party and the Grievance Committee. The determination of any claimed error shall become part of the Official Grievance Record. This record shall not be deemed public.

9. The existence of the procedure hereby established shall not require the aggrieved party to pursue the remedies herein provided and shall not eliminate other means of solution.

10. A grievance may be submitted by the Association directly at Stage I as described below.

11. A grievance which allegedly affects the aggrieved party as a group of teachers and does not involve the sole supervision of one Building Principal may be filed directly at Stage II of the Grievance Procedure upon mutual agreement of the grievant and the Superintendent.

D. Time Limits

1. Every effort will be made to expedite solutions and the time limits specified by either party may be extended only by mutual agreement.

2. Grievances must be presented within twelve (12) school days of the time of the act or condition upon which the grievance is based.

3. If a decision at one stage is not appealed to the next stage of the procedure within the time specified, the grievance will be deemed to be discontinued and further appeal under this agreement shall be barred.

4. In the event a grievance is filed on or after June 1, time limits shall be reduced so that grievance procedures may be exhausted prior to the end of the school year or as soon thereafter as possible.

E. Stages for Resolving Grievances

1. Stage I - Building Principal
   An aggrieved party shall first discuss the grievance with his/her Building Principal, either directly, or with an Association representative present, with the objective of resolving the matter informally. If the grievance is not resolved in this manner, it shall be reduced to writing, presented to his/her principal, who shall, within two (2) school days, render a decision in writing and present it to the aggrieved party or his/her representative.

2. Stage II - Superintendent
   a. If satisfaction is not secured at Stage I, the grievance shall be presented to the Association’s Grievance Committee for consideration within five (5) school days after the receipt of the written decision.
ARTICLE III
GRIEVANCE PROCEDURES

b. If the Grievance Committee determines that there is a meritorious grievance, it shall file a written appeal of the decision at Stage I with the Superintendent, along with a copy of the written decision within five (5) school days. The individual’s grievance is eliminated if the Association Grievance Committee determines the grievance is not valid.

c. Within ten (10) school days after receipt of the appeal, the Superintendent, or his/her duly authorized representative, shall hold a hearing with the aggrieved party and the Grievance Committee and its representative, if any, and all other interested parties.

d. The Chief Executive Officer shall render a decision in writing within five (5) school days after the conclusion of the hearing.

3. Stage III - Board of Education

a. If the aggrieved party and the Association are not satisfied with the decision at Stage II, the Grievance Committee will file an appeal in writing with the Board of Education within ten (10) school days after receiving the decision at Stage II. The Official Grievance Record maintained by the Chief Executive Officer shall be available for use by the Board of Education.

b. The Board of Education shall hold a hearing in executive session within fifteen (15) school days.

c. The Board shall render a decision in writing within fifteen (15) school days.

4. Stage IV - Arbitration

a. After such hearing, if the aggrieved party and the Association are not satisfied with the decision at Stage III, and the Association determines that the grievance is meritorious, it may submit the grievance to arbitration by submitting a demand to the American Arbitration Association within fifteen (15) school days of the decision at Stage III.

b. The parties shall be bound by the rules and procedures of the American Arbitration Association in the selection of the arbitrator and the arbitration proceedings.

c. The selected arbitrator will hear the matter promptly and will issue his/her decision not later than fourteen (14) calendar days from the date of the close of the hearing, or, if oral hearings have been waived, then from the date the final statements and proofs have been submitted to him/her. The arbitrator’s decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions on the issue.

d. The costs for the services of the arbitrator, including expenses, will be borne equally by the Board of Education and the Association.

e. All hearings will be held at a time outside of the regular school day.

F. Grievance Forms—See Appendices B and C.
ARTICLE IV
TEACHER ASSIGNMENT & TRANSFER

A. Faculty Association members who will be affected by a change in grade assignments, in the elementary grades, or be changed in subject assignments in the secondary grades in the next school year, will be notified and consulted by their principal on or before June 1st. In the event of a change of circumstances or conditions following June 1st, reasonable effort will be made to notify the Faculty Association member(s) involved and consult with said Faculty Association member as to the reasons necessitating the change and to ascertain whether there may be other alternatives which may be in the best interest of the instructional program. The Superintendent shall have the final authority for staff assignments and transfers.

B. All openings for positions in the school system shall be adequately publicized and all local, qualified Faculty Association members shall be given an opportunity to make application for such positions. Notices shall be posted on faculty bulletin boards in all buildings.

C. Faculty Association members who desire a change in assignment shall file a written statement of such desire with the Building Principal. Such statement shall include the grade and/or subject to which the desires to be assigned.

D. Faculty Association members who apply for and are not selected for posted positions shall be notified in writing that they are not selected.

E. Faculty Association members are to obtain prior approval from the Building Principal if they plan to be absent or late.

F. No regularly assigned Faculty Association members shall be used as an involuntary substitute, except in cases of emergency and only after every effort has been made to employ a substitute.
ARTICLE V
TEACHING HOURS & CONDITIONS

A. Planning Time
Sufficient planning time, approximately two hundred (200) minutes per week, will be sched­
uled for each teacher (part-time teachers shall receive a pro-ration). In so far as possible, de­
partment or grade level groups will have planning time scheduled at the same time. The peo­
ple in charge of scheduling will keep the above in mind. Teachers are not normally required
 to be in attendance for special classes, art, music, physical education, etc.

B. Work Year.
1. The minimum work year shall consist of one hundred eighty (180) days. The work year
shall be September 1st to June 30th. Exceptions may be allowed at the discretion of the
Superintendent. If extra days are allowed on the school calendar for possible school clos­
ings because of poor weather, impassible roads, or any other reason, and these days are
not used for this purpose, the Superintendent and the Board of Education shall limit the
school year to one hundred eighty-four (184) days by granting extra days of vacation as
deemed most advisable. In the event that the Commissioner of Education and/or Board of
Regents requires additional days to be added to the minimum calendar, the limit of one
hundred eighty-four (184) days will be extended to allow compliance with additional
compensation to be negotiated.

2. The District reserves the right to add two (2) additional days to the calendar for staff de­
velopment. Such days may be scheduled either the week prior to Labor Day or after the
end of the school year. If the District exercises this option, Faculty Association members
shall be subject to payment at the rate of 1/200th of the annual salary of the individual
teacher.

C. Duty-Free Lunch
Teachers are to have a 30-minute duty-free lunch period. Although this duty-free period is not
intended to preclude the possibility of a teacher supervising the cafeteria dining halls during a
different lunch period, it is understood that teachers will not be required to perform any su­
ervisory duties during their regularly scheduled lunch period.

D. School Calendar
The school calendar shall be presented to the Faculty Association for examination and rec­
ommendation(s) prior to the presentation and discussion by the Board of Education.

E. Requisition of Supplies, Etc
In the event that any reduction is made in either the budget allocation or the amount of sup­
plies to be afforded any teacher, the Building Principal will consult with the teacher involved
in such reduction before a final decision is made during the regular school year.

F. Length of Workday
The length of the teachers’ normal workday shall be established as seven (7) hours and
twenty (20) minutes. Such day shall include one forty (40) minute block of time, either before
or after the regular student day, to be utilized for non-student contact time activities such as
staff development, meetings and collaborative planning.
ARTICLE V
TEACHING HOURS & CONDITIONS

G. Curriculum revision or home instruction
If needed outside of the normal workday or work year, it shall be compensated for at the rate of twenty-five dollars ($25) per hour. If Morrisville-Eaton Faculty Association members wish to seek alteration of their curriculum work pay for times when they are working collaboratively with neighboring district or BOCES employees, a request should be made with the district to declare reopening for the purpose of securing a memorandum of agreement.

Teachers currently employed within the District shall be offered the first opportunity to teach summer school or develop curriculum, if work is available.

H. Any Faculty Association member asked to participate in the scheduling of students outside of the normal work day/work year shall be compensated at a rate of 1/200th of the annual salary of the individual member, per day.

I. Lunch Duty
Effective January 28, 2008, the District will rotate lunch duty assignments equitably in ten week blocks. If the District needs an employee to go beyond his/her ten week block, the employee will receive $20 for every 30 minute lunch period beyond the ten week block.

ARTICLE VI
CLASS SIZE

The Board of Education and the Administration shall attempt to:

A. Keep the size of academic classes in the middle/senior high school limited to no more than one hundred twenty-five (125) pupils per day.

B. Keep the maximum class size in the regular elementary classes at twenty-five (25) to twenty-seven (27) pupils and Kindergarten classes at twenty-two (22) to twenty-five (25) pupils per session.

ARTICLE VII
TEACHER PROTECTION

A. It is Board Policy to provide all proper and reasonable support to employees in the discharge of their duties in the school system.

B. If a teacher is not to be re-employed for the next school year, he/she shall be notified by May 15th.
ARTICLE VIII
FACULTY REVIEW, EVALUATION & DEVELOPMENT

A. This Article addresses all provisions in the "Annual Professional Performance Review, Subdivision (o) of Section 100.2" of the NYSED Commissioner's Regulations as amended effective September 3, 1999.

B. The faculty and administration shall work cooperatively to plan and initiate new means for the selection, training, evaluation and retention of new personnel.

C. The association agrees to work collaboratively with the administration and the Board of Education to incorporate the negotiable requirements for faculty mentoring into the District’s Professional Development Plan.

D. Security cameras and other electronic surveillance technology will not be used for formal or informal observation and evaluation of faculty. This does not preclude the district from using information from surveillance equipment to address criminal activity or serious educational problems that merit disciplinary action.

No visual or audio recordings of faculty in their classrooms (or transcripts thereof) will be voluntarily made available to anyone outside the district administration and Board of Education acting in their supervisory roles without the explicit permission of the faculty member(s) involved and the Association President. It is understood that a FOIL request (Public Officers Law, Article 6, § 84-90, Freedom of Information Law) may supersede this subsection’s restrictions.

E. In September the Faculty Association President will meet with the Superintendent to check on compliance with this article, especially to verify the required schedule of Classroom Observation and Reflection Sessions and the Professional Summative Reviews. The schedule of who was observed, when and what type of observation (formal with pre-observation, formal w/o pre-observation, etc.) will be maintained independently by the District and the Association using the form in Appendix E.

F. District Evaluation Committee

1. A continuing evaluation advisory committee is needed to periodically review and, when necessary, modify and recommend procedures and instruments associated with job performance.

2. The Morrisville-Eaton Faculty Association representatives to the committee will consist of three (3) faculty members from the High School and three (3) faculty members from the Elementary School. In addition, the Mentor Committee Chair and the CSE Chair—or the CSE Chair’s designee—will be members of this committee. At least one faculty member from each building will be appointed from the previous committee to provide for continuity. The administration will be represented by the Building Principals, Assistant Principal(s) and the Superintendent.

   a. The three (3) faculty members from the High School will include: one (1) person from the special areas, one (1) from the Middle School and one (1) from the Senior High.
ARTICLE VIII
FACULTY REVIEW, EVALUATION & DEVELOPMENT

b. The three (3) faculty members from the Elementary School will include: one (1) person from the primary level, one (1) person from the intermediate level, and one (1) from the special areas.

c. The Mentor Committee Chairperson and the Committee on Special Education (CSE) Chairperson or the CSE Chair’s designee.

3. The committee will be convened at least once a year to review all phases of the evaluation process, its instruments and implementation. Recommendations will be made only after a unanimous committee vote. Any recommendations, which are contractual in nature, should then be forwarded to the respective negotiations teams.

G. Rationale

It is in the mutual interest of both the Association and District to work cooperatively to secure, develop and retain outstanding faculty members. An efficient, discerning and diagnostic process represents one vehicle through which that goal may be accomplished.

H. Purpose

1. The evaluation process has two specific purposes:

   a. Primarily, the improvement of each faculty member as a functioning professional;

   b. Secondarily, the evaluation of faculty members in light of continuation of employment.

I. Process

1. The process must proceed openly, relying on honest, forthright and good communications between faculty and administration. The overall evaluation process is two-fold in nature. The two elements that make up this process are:

   a. First—Classroom Observation and Reflection Session (CORS)

      These deal with improving classroom instruction through the development, growth and exploration of the teaching process as implemented by individual faculty, and

   b. Second—Professional Summative Review (PSR)

      This reflective work deals with both classroom instruction and the faculty member’s behavior and function as a professional.

2. These two elements and procedure are explained in a graph in Appendix D.

J. Criteria

1. The criteria must be jointly established and clearly understood by all involved. Both the CORS and the PSR are based the NY mandates as expanded and made into rubrics by Danielson.

2. The first eight of the following areas are explicitly mandated by New York SED CR 100.2 (o), 2, (iii), (b), (1). The ninth has been added by agreement of the District and the Association.
ARTICLE VIII
FACULTY REVIEW, EVALUATION & DEVELOPMENT

Danielson’s frameworks complement and expand the mandate. NY requires:

a. Content knowledge—the faculty member shall demonstrate a thorough knowledge of the subject matter area and curriculum;

b. Preparation—the faculty member shall demonstrate appropriate preparation employing the necessary pedagogical practices to support instruction;

c. Instructional delivery—the faculty member shall demonstrate that the delivery of instruction results in active student involvement, appropriate faculty/student interaction and meaningful lesson plans resulting in student learning;

d. Classroom management—the faculty member shall demonstrate classroom management skills supportive of diverse student learning needs that create an environment conducive to student learning;

e. Student development—the faculty member shall demonstrate knowledge of student development, an understanding and appreciation of diversity and the regular application of developmentally appropriate instructional strategies for the benefit of all students;

f. Student assessment—the faculty member shall demonstrate that he or she implements assessment techniques based on appropriate learning standards designed to measure students’ progress in learning;

g. Collaboration—the faculty member shall demonstrate that he or she develops effective collaborative relationships with students, parents or caregivers, as needed, and appropriate support personnel to meet the learning needs of students;

h. Reflective and responsive practice—the faculty member shall demonstrate that practice is reviewed, effectively assessed and appropriate adjustments are made on a continuing basis.

i. Technology—the faculty member shall demonstrate use of technology for both professional and instructional growth and productivity.

3. Danielson’s Frameworks

a. The nine areas above (1. 2.) are addressed in different configurations, in more detail and in a rubric format in the four domains of Charlotte Danielson’s Enhancing Professional Practice: Frameworks for Learning (ASCD, 2007). These framework rubrics are used to guide all professional practice for all “Classroom Observation and Reflection Session” and “Professional Summative Review” procedures addressed in this article.

b. At least five copies of Charlotte Danielson’s Enhancing Professional Practice: Frameworks for Learning (ASCD, 2007) will be maintained on “closed reserve” in professional collections of each building’s library.

c. For the “Classroom Observation and Reflection Session,” the “Information Collection Form” (Appendix G) will be used. Appendix G is based on Danielson’s recommended “Formal Observation Summary” form in her The Handbook for Enhancing Professional Practice: Using the Framework for Teaching in Your School (ASCD,
ARTICLE VIII
FACULTY REVIEW, EVALUATION & DEVELOPMENT

2008). This form is her summary of the elements for each component in domains 1-3.

K. Classroom Observation and Reflection Sessions

1. Observers
   a. Building Principal(s)
   b. Superintendent
   c. Assistant Principal(s)

2. Procedure
   a. The complete formal Classroom Observation and Reflection Session will consist of the following steps as outlined on the attached diagram in Appendix D. The Danielson rubrics in Appendix H are specific for classroom teachers, but will be used as a general guide for observations of all faculty: teaching assistants, guidance counselors, social workers, school psychologist, speech pathologists, CSE chairs, and library/media specialists, etc. These rubrics will be re-evaluated and revised by the Evaluation/PDP Committee when there are changes in a position's job description.
   b. Formal Observation—with Pre-Conference (always "announced")
      (1) Pre-Conference
      (2) Observation
      (3) Post-Conference
      (4) Written Summary of Post-Conference
      (5) Faculty Reply and Signature
      (6) Placement of Document in Folder
   c. Formal Observation—without Pre-Conference ("unannounced")
      (1) Observation
      (2) Post-Conference
      (3) Written Summary of Post Conference
      (4) Faculty Reply and Signature
      (5) Placement of Document in Folder
   d. Session Conditions for Observations
      (1) Non-Tenured Faculty Members
         (a) Frequency: Minimum of two (2) times per year.
         (b) During the first twenty (20) weeks of employment, any formal observations done will include a pre-conference.
ARTICLE VIII
FACULTY REVIEW, EVALUATION & DEVELOPMENT

(2) Tenured Faculty Members
   (a) Frequency: at least once within a three year time period is required. This is intended to encourage professional growth through several in-depth improvement sessions.

(3) All Faculty Members
   (a) Normally, a faculty member shall not be observed more than once during any two-week period, unless requested by that faculty member.
   (b) Formal observations may be requested at any time by a faculty member.
   (c) Formal observations should start only after the third week of school.
   (d) Formal observations should be completed by June 1st of each school year.
   (e) Formal observations are not encouraged on a day immediately preceding a vacation. The same consideration will be extended to days preceding special events that a faculty member may be involved with. For example: Arts Festival, Science Fair, Writers Jubilee, chorus and band concerts, parades, plays, post-season athletic contests, etc.
   (f) All formal observations WITH a pre-conference will be announced to the faculty member at least two days before the Classroom Observation and Reflection Session unless the faculty member and evaluating administrator agree that this is not necessary.
   (g) Each year, after a minimum of two (2) formal observations with a pre-conference have been done, an observer may conduct as many formal sessions without using a pre-conference as he/she deems necessary, but each must be preceded by one with a pre-conference on an alternating basis.
   (h) Informal visitations may be done and are to be encouraged at any time. If a need is identified during an informal visitation, a formal observation may be scheduled. Oral or written feedback is encouraged. Written feedback concerning an informal visitation will be placed in the faculty member's official District Personnel Folder at the request of the individual faculty member. Notes from informal visitations may be kept by the District ONLY if the notes document a serious educational problem that will result in a Counseling Memo or more severe disciplinary actions.

3. Understandings concerning Classroom Observation and Reflection Sessions
   a. When a faculty member is assigned to more than one school, the administrators in the school where the greatest time is assigned are responsible for the final evaluation and recommendation.
   b. All parts of a Classroom Observation and Reflection Session must be conducted by the same administrator.
   c. Pre- and Post-observation meetings must not be scheduled during a faculty member’s
ARTICLE VIII
FACULTY REVIEW, EVALUATION & DEVELOPMENT

planning time IF that meeting will infringe on the guaranteed 200 minutes of planning time per week. This can be changed by mutual agreement of the administrator and faculty member.

d. In each pre-conference, the faculty member and observer discuss what the faculty member has planned for that lesson. In order for the pre-conference to be of value, materials, methodologies, attributes of the class and curricular issues may be discussed. The basis for this discussion will be Danielson's Domain 1 (See Appendix G & Appendix I). This should take no less than fifteen minutes and no longer than a class period, unless a different time frame is mutually agreed on. Both may also express what they would like to see accomplished during the class period.

e. Observations will consist of at least a single class unless otherwise agreed upon in the pre-conference.

f. The post-conference is a time when the observer and faculty member meet to articulate, summarize and reflect on what has happened in the classroom, discuss strengths and possible areas of improvement, and outline future cooperative efforts. All four of Danielson's Domains may be addressed (See Appendix G & Appendix I). This should take no less than fifteen minutes and no longer than a class period, unless a different time frame is mutually agreed on. The summary of the post-conference will include any pertinent points discussed during the post-conference.

g. It is recommended that the pre-conference, Classroom Observation and Reflection Session and post-conference be completed within a five (5) school day period. The faculty member will receive the completed Classroom Observation and Reflection Session Report Form within three (3) school days following the post-conference. The faculty member may take the Classroom Observation and Reflection Session Report Form, respond and then must return it within two (2) school days. By mutual agreement of both parties, these time limits may be extended.

h. If a faculty member is observed to be deficient in classroom teaching performance, specific strategies for improvement will be identified by the observer with input from the faculty member in a process explained below in section VIII, L. "Faculty Improvement Plan" This remedial plan must be explained and included as part of the post-conference summary before any further observations may take place.

i. The superintendent and building administrators agree to place substantial weight upon the formal Classroom Observation and Reflection Sessions when making a recommendation regarding continued employment.

j. Participation in extra-curricular activities (unless it is part of a defined job) shall not constitute a valid basis for evaluating a person's classroom performance. It is, however, an appropriate area for discussion in the Professional Summative Review.
ARTICLE VIII
FACULTY REVIEW, EVALUATION & DEVELOPMENT

L. Professional Summative Review

1. The reviewer will be the Building Principal or Assistant Principal or Superintendent accord with VIII, J, 3, a—for faculty assigned to both buildings.

2. Procedure

   a. All Faculty

      Pertinent information, excluding classroom observations, relevant to the job descriptions as defined by Board Policy & Regulation and the form used (See Appendices H & I) should be collected throughout the year. Once in a calendar year the Principal or Assistant Principal or Superintendent will schedule a conference to discuss the faculty member's performance as a professional staff member during the past year. A narrative summary of this discussion will constitute the Professional Summative Review.

   b. Un-Tenured Faculty Members

      Beyond the requirements for all faculty, un-tenured and initially certified faculty have another specific task. They will be evaluated using a portfolio review that will include specific examples of work done in each of the nine areas under Article VIII, I. 2. “Criteria.” Each of these nine areas will also be addressed in a written reflection.

   c. Tenured Faculty Members

      There is no requirement for a portfolio or binder of any sort. Use of such an instrument is optional, entirely at the faculty member's discretion. The administrator and faculty member are expected to come to the conference each prepared for collegial discussion, reflection and goal setting of the faculty member's work in each of the four domains of Danielson's frameworks (See Appendix I).

3. Schedule and Conditions for the Professional Summative Review

   a. Once annually for all faculty members.

   b. The Professional Summative Review covers the preceding twelve (12) months, regardless of exact school year dates.

   c. The conference will be scheduled anytime during the year that is mutually convenient and does not infringe on the guaranteed 200 minutes of planning time per week. This can be changed by mutual agreement of the administrator and faculty member.

   d. Once established, the conference schedule should not change significantly from year to year without written explanation in the summary.

   e. The PSR conference shall be separate from the formal Classroom Observation and Reflection Session post-conference.

   f. The faculty member will be notified of the review conference date and time at least three (3) days in advance. This may be waived by mutual consent.

   g. All faculty members should be active participants in discussing their performance.

   h. Following the conference, the faculty member will receive the written summary...
ARTICLE VIII
FACULTY REVIEW, EVALUATION & DEVELOPMENT

within three (3) school days. The faculty member may then add a written response, and must sign and then return it to the Principal, or Assistant Principal or Superintendent (whoever conducted the Professional Summative Review) within three (3) school days. This information is to be placed in the faculty member’s permanent folder. By mutual agreement of both parties, these time limits may be extended.

M. Faculty Improvement Plan

1. A FIP may be needed because of deficiencies noted in the Classroom Observation and Reflection Session and/or the Profession Summative Review. FIPs are intended to help faculty members with professional performance. They are not to be used as disciplinary tools or to gather evidence to terminate an individual. Development of a FIP should be a helpful, professional conversation, identifying solutions to problems and resources that will help the faculty member improve. FIPs are to be developed in collaborative meetings of the faculty member, the principal/assistant principal/superintendent and the faculty member’s mentor and/or another association representative.

2. In a FIP the district proposes how it will help the faculty member. The faculty member must be involved in determining the activities suggested to remediate the areas of unsatisfactory performance.

3. A FIP will include the following:

   a. Identification of the specific behavior to be changed.

   b. The link to the criteria in the four domains of Danielson’s frameworks (See Appendix H).

   c. The evidence that will demonstrate that the faculty member has changed?

   d. A timeline for accomplishing the change, with intermediate benchmarks.

   e. A statement of what the faculty member agrees to do to make the required change.

   f. A statement of who will support the faculty member and monitor progress in the change effort.

   g. Identification of multiple resources to help the faculty member. Resources can include mentors, district Professional Development Plan, Teacher Centers, BOCES, Higher Education Institutions, personal counselors, employee assistance programs, and medical referrals and others.

   h. Release time for courses, workshops and observation.

   i. Signatures by the faculty member and the administrator who developed the program indicating understanding of the terms and conditions of the FIP.

N. Training for Administrators in Observation and Evaluation

1. Certified district administrators are the only personnel who are responsible for faculty evaluations. Each administrator has background through course-work and experience to conduct evaluation procedures.

2. Additional training is provided through professional workshops and BOCES courses and
ARTICLE VIII
FACULTY REVIEW, EVALUATION & DEVELOPMENT

training.

3. Research is also disseminated regularly to administrators and staff addressing supervision.

4. It is important for the principals to be current in the methodologies emphasized in their buildings and in the latest understandings concerning effective observation and evaluation.

5. The district will ensure that each evaluator’s training is kept current. To this end, the plans for training and records of training (including names, training dates, training modules, etc.) will be maintained by the Superintendent. The Superintendent will meet with Faculty Association President and share an overview of this material at the September meeting on compliance with this article (See VIII, D and Appendix E).

N. Evaluation Record Keeping for District’s Employee Personnel File

1. Three (3) copies of every observation and review form are made.
   a. One (1) copy to the Superintendent, as the official copy for the faculty member’s file.
   b. One (1) copy for the Building Principal.
   c. One (1) copy for the faculty member.

2. Any complaint made against or compliment made to a faculty member or a person for whom a faculty member is responsible, by a parent, faculty member, student or other persons, shall be promptly called to the attention of the faculty member if a record is to be included in the faculty member’s file.

3. No material originating after original employment shall be placed in a faculty member’s personnel file unless the faculty member has had the opportunity to review the material. The faculty member may submit a written notation regarding any material and the same shall be attached to the file copy of the material.

4. The faculty member personnel folder shall be opened to the faculty member at his/her request without withdrawal of any items except those that the district may legally remove concerning the pre-employment of the faculty member.
ARTICLE IX
PERSONAL INJURY BENEFITS

A. Whenever a teacher is temporarily absent from school and temporarily unable to perform his/her duties as a result of personal injury incurred in the scope and course of his/her employment and not the result of his/her own negligence, he/she will be paid his/her full salary less the amount of any Worker's Compensation payments or award made for temporary disability due to said injury for the period of six (6) months from the date of the injury, or the remainder of the school year, whichever is the longer. No part of such temporary absence, not in excess of a total of six (6) months from the date of such injury, will be charged against the teacher's sick leave benefits.

B. The Board shall have the right to have the teacher examined by a physician designated by the Board to assist it in determining the length of time during which the teacher is temporarily unable to perform his/her duties, and that the disability is attributable to the injury involved. In the event that there is an adjudication of the period of temporary disability in the Worker's Compensation Proceeding, the Board may adopt adjudication.
ARTICLE X
LEAVES

A. Sick Leave
Each staff member shall be allowed twelve (12) days absence per year without loss of pay as follows:

1. Absence to be used for personal illness and/or illness in the immediate family.
   "Immediate family," for the purpose of this subsection (X, A), means a parent, child, husband, wife or any person who resides in the household on a regular basis or is physically dependent upon the employee.

2. Absence days are granted effective September 1st for the entire school year and may accumulate to two hundred fifty (250) days. Any teacher who has started a school year with the maximum number of accumulated sick days shall not fall below that number unless they use more than twelve (12) sick days that year.

3. Any teacher leaving for any reason before the close of a school year, who has exhausted his/her allowable time for illness beyond the rate of one (1) day for each month served up to and including the last day of service, will have his/her last check adjusted for overpaid days.

4. If a teacher experiences a long term, catastrophic illness of more than fifty (50) days during the three year period before retirement into the NYSTRS, the teacher may make application to the sick leave bank committee for replenishment of up to 50% of the total days used for such illness. Such request shall otherwise be subject to the normal sick leave bank procedures.

B. Bereavement Leave
Each staff member shall be allowed four (4) days leave without loss of pay, upon the death of a member of the immediate family.

For bereavement purposes, "immediate family" is defined as:
Parent, child, brother, sister, husband, wife, grandparent, son-in-law, daughter-in-law, niece, nephew, uncle, aunt, father-in-law, mother-in-law, first cousin, grandchildren, brother-in-law, sister-in-law, and any person who resides in the household on a regular basis.

C. Personal Business Leave

1. Four (4) personal business days per year, non-cumulative, may be granted to teachers. Personal business is defined as a business commitment or engagement that cannot be scheduled at any time other than during the school day. Any unused personal days are to be converted to sick days on June 30 of the year.

   Personal business leave is not to be used for vacation, shopping, recreational or second employment purposes. Personal business leave is not to be used to extend a vacation, holiday or weekend period.

2. In order to qualify for a personal business day, a teacher must apply in writing, at least forty-eight (48) hours prior to the day for which the leave is requested. Said application need not contain the reason for the requested absence, except requests for days immediately before or after a vacation, holiday or weekend. All legitimate requests will be given
ARTICLE X
LEAVES

serious consideration.

3. The granting of personal business days shall be at the discretion of the Building Principal. Personal business days shall not be unreasonably withheld. Applicant(s) may request a hearing before the Superintendent with all concerned parties present.

D. Maternity Leave

1. The Board shall grant a leave of absence without pay for maternity reasons to any staff member regularly employed upon proper certification of pregnancy by the employee’s physician; however, a teacher may use any portion of her accumulated sick leave for such period of time as her physician determines a medical disability exists.

2. The application for child rearing leave shall be filed not later than ninety (90) calendar days prior to the effective date of the leave. The application may be withdrawn in case of miscarriage.

3. Child Rearing leave shall be granted upon request to any member of the Faculty Association. Leave shall commence whenever deemed necessary by the teacher and the teacher’s physician. Leaves shall continue for a period not to exceed 18 months, except when extended by mutual consent. In order to qualify for an additional unpaid leave, the teacher must have physically worked in the District for one school semester. Termination prior to the end of a requested leave shall be at the discretion of the Superintendent; leaves shall not terminate during a school semester without the consent of the Superintendent. A teacher shall not be eligible for sick leave while on an unpaid leave of absence.

4. A teacher shall remain on the same salary step attained immediately prior to the granting of the maternity leave, except that if one-half year of service has been completed by a teacher who returns at the beginning of the following school year, advancement shall be made to the next salary step.

5. All portions of the maternity leave clause, with the exception of sick leave used for disability, shall apply in cases of adoption. The official date of adoption shall be equivalent to the date of birth.

E. Jury Duty

If teaching personnel serve on jury duty when called, the Board shall provide the necessary substitute and pay the person on jury duty the difference between his/her regular daily salary and the amount he/she received for jury duty. Personnel serving on jury duty shall provide the district with evidence of their service.

F. Leave of Absence Without Pay

At the sole discretion of the Board of Education, a teacher may be granted a leave of absence without pay. To qualify for such a leave, the teacher must apply in writing to the Superintendent at least two (2) months prior to the date of desired absence, stating the reason for the leave and the duration of the absence.

In order to qualify for consideration for an unpaid leave, the teacher must have been in the
ARTICLE X
LEAVES

employ of the District for three (3) years and must have physically worked in the District for
one school semester prior to the leave.

G. Sick Leave Bank

1. A sick leave bank, with days available not to exceed the number of full-time teachers em­
ployed by the District multiplied by two (2), may be established through contributions by
the teachers wishing to participate.

2. To be eligible to draw from the sick leave bank, a teacher must:
   a. have exhausted his/her sick leave accruals;
   b. submit a written request to the governing panel;
   c. be ill or otherwise disabled;
   d. be a contributing member of the sick leave bank; and
   e. be absent due to an illness that is catastrophic, long-term or terminal in nature. “Long­
term” shall be defined as an illness that continues for a period of longer than ten (10)
working days.

   A medical doctor's certificate may be required as determined by the governing panel
at the time of initial application for sick bank days, and at reasonable intervals there­
after.

3. At the beginning of each school year, each teacher will be given the opportunity to con­
tribute one (1) of his/her own sick days to the bank. Upon initial employment, a new
teacher will be given the opportunity to participate in the bank by contributing one (1) of
his/her sick days to the bank. At no time will the total number of days in the bank exceed
the number of teachers employed by the District multiplied by two (2).

4. Days used from the sick leave bank will be replenished at the start of each school year or
no more than once per year if a catastrophic illness charged under Section A (4) of the
agreement depletes the sick leave bank by contributions from participating teachers ac­
cording to procedures to be established by the governing panel provided for in Number
(4).

5. Use of leave days from the bank will be governed by a five (5) member panel. Three (3)
panel members will be selected by the Morrisville-Eaton Faculty Association: one (1)
teacher from the Elementary school, one (1) teacher from the Middle/Senior High School,
and one (1) teacher from special areas. The fourth member of the panel will be a Building
Principal as appointed by the Chief School Administrator. The fifth member of the panel
will be the Superintendent, who will chair the panel.

6. Upon receipt of a request for use of leave days from the sick leave bank, the governing
panel will meet within two (2) school days and decide whether, and to what extent, addi­
tional days shall be granted. The individual requesting additional days shall be notified in
writing within two (2) school days of the governing panel’s meeting of its decision. In no
instance shall the total number of days in the bank exceed the number of teachers em­
ployed by the District multiplied by two (2).
ARTICLE X
LEAVES

7. In cases where an employee is collecting salary from the District under Article IX for a Worker's Compensation injury, such employee is ineligible to apply for sick leave bank days. In cases where the employee is collecting Social Security, Worker's Compensation (from carrier, only) or other benefits, the bank will pay only the difference between the insurance amount and the teacher's regular salary. In such instances, the District will only deduct from the bank the pro-rated days equaling the partial wage(s) paid.

H. Sabbatical Leave

1. Upon recommendation of the Superintendent, the School Board may grant a sabbatical leave to Faculty Association members who have met sabbatical leave requirements.

2. Sabbatical leave is for the purpose of advanced study or research within the teacher's area of certification or major subject area, when such will improve teaching ability and will benefit the educational program of the District.

3. The sabbatical leave shall be for one (1) semester at full pay or two (2) semesters at one-half (1/2) pay. The salary paid shall be the individual's regular pay in effect at the commencement of the leave. At no time will a sabbatical be for more than one (1) school year.

4. Applicants shall submit a request for leave, in writing, to the Superintendent no later than April 1 of the year prior to the desired year of the sabbatical leave, unless the date is waived by the Superintendent or the Board. The request shall contain a statement outlining in detail the objectives of the leave and the benefits it will have on the educational program of the District.

5. In order to be considered for a sabbatical leave, an applicant must be permanently certified, have seven (7) years of continuous employment within the District immediately preceding the application for leave, not have taken a sabbatical within the previous seven (7) years, and agree in writing to complete two (2) years of service following the sabbatical. (Any Faculty Association member who does not complete two (2) years of service within the District shall refund, on a pro-rata basis, compensation received during the sabbatical leave.)

6. Applicants shall be notified at least three (3) months prior to the anticipated date of the leave as to the disposition of the leave request.

7. No more than one (1) Faculty Association member shall be on sabbatical leave in any one (1) school semester. The leave shall not be for more than two (2) semesters or less than one (1) semester in any one (1) school year.

8. The Faculty Association member shall be guaranteed the right to return to the same position comparable to that held at the time the sabbatical leave was granted. The Faculty Association member shall advance on step as if service had not been interrupted and retain all benefits and rights accrued prior to the leave.
ARTICLE XI
COMPENSATION

A. Faculty Salaries

1. Teacher Salary schedules are attached as Appendix K.

2. Teaching Assistants Salary Schedules are attached as Appendix J.

   a. The “BA + 30” salary schedule and the “BA + 60” salary schedule will be removed
      from the contract. Employees paid in accordance with “BA + 30” salary schedule on
      June 30, 2007 shall be placed on the Masters salary schedule on July 1, 2007.
   b. Employees paid in accordance with the “BA + 60” salary schedule on June 30, 2007
      shall be placed on the “MA + 30” salary schedule on July 1, 2007.

B. Credit Hours

The members of the Morrisville-Eaton Faculty Association and the Board of Education rec­
ognize the need for ongoing staff development. One method of encouraging such staff devel­
opment may be through the implementation of payment for credit hours between representa­
tive salary schedule columns.
(Refer to Article XVIII for information on “Tuition Reimbursement.”)

1. Payment for credit hours shall be made according to the appropriate salary schedule.
   Payment for credit hours between the representative salary schedule columns shall be
   made at the rate of $50.00 per hour unless an individual elects the benefits contained in
   Article XVIII Staff Development. Full time teaching assistants shall be eligible for pay­
   ment at 2/3 of the specified amount.

2. All other in-service courses which address the conditions listed below shall be compen­sated on the basis of one (1) credit hour for each fifteen (15) clock hours of class time,
   with the following restrictions:
   a. The teacher must receive written, prior approval for the course from the Superinten­
      dent.
   b. The teacher must present documentation verifying attendance and satisfactory course
      completion.

3. Payment for credit hours shall be granted for course work towards permanent certification
   or within the teacher’s area of certification, or subject area, or the field of education. All
   other course work shall require prior approval of the Superintendent or his/her designee in
   order to qualify for payment. Teachers will be required to submit the request for approval
   at least ten (10) week days prior to the course registration date. (“Field of education” shall
   mean course work which pertains to the curriculum of the Morrisville-Eaton Central
   School District.)

4. The Superintendent or his/her designee shall notify the teacher in writing ten (10) week
   days after submission of the request of the final decision. If no response is provided
   within ten (10) days after submission, the request shall be considered approved.
ARTICLE XI
COMPENSATION

5. Payment for additional credit hours shall be made twice a year on the second payday in November and the second payday in March, if proper documentation is presented by the end of October and the end of February.

C. Longevities

1. Calculating Eligibility for Longevity
   When calculating eligibility for longevity, the District will count a Faculty Association member’s teaching experience in another school district only if:
   a. The Faculty Association member was hired by the Morrisville-Eaton Central School District before July 1, 2008; and
   b. The District credited the Faculty Association member with the experience at the time of hire; and
   c. The Faculty Association member has 15 or more years of teaching experience (counting Morrisville-Eaton CSD experience and the experience he/she was credited with at the time of hire) as of July 1, 2008.

2. Longevity Benefit
   Faculty Association members who successfully complete the following full years of service shall be eligible to receive the following non-cumulative longevity stipends; in addition to their base salary:
   a. After completing five years of continuous teaching service in the Morrisville-Eaton Central School District - $500.
   b. After completing twenty years of continuous teaching service in the Morrisville-Eaton Central School District - $750.
   c. After completing twenty-five years of continuous teaching service in the Morrisville-Eaton Central School District - $2,000.
   d. After completing thirty years of continuous teaching service in the Morrisville-Eaton Central School District - $3,000.

D. Extra-Curricular Personnel
   Extra compensation may be offered for certain duties beyond those normally expected of a teacher. The principles governing eligibility for consideration for extra pay compensation are as follows:

   1. Intramurals shall be compensated at the rate of $15.00 per hour. An approved number of hours to be paid shall be established by the building administrator in advance of the performance of duties.

<table>
<thead>
<tr>
<th>High School Boys</th>
<th>Jr. High Boys</th>
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<tbody>
<tr>
<td>Soccer/Flag Football</td>
<td>Soccer/Flag Football</td>
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<tr>
<td>Basketball</td>
<td>Basketball</td>
</tr>
<tr>
<td>Gymnastics</td>
<td>Wrestling</td>
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<tr>
<td>Volleyball</td>
<td>Gymnastics</td>
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<tr>
<td>Tennis/Archery</td>
<td>Volleyball</td>
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<tr>
<td>Lacrosse/Bicycling</td>
<td>Softball</td>
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</table>
ARTICLE XI
COMPENSATION

<table>
<thead>
<tr>
<th>High School Girls</th>
<th>Jr. High Girls</th>
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<td>Soccer</td>
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<tr>
<td>Basketball</td>
<td>Basketball</td>
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<td>Volleyball</td>
<td>Volleyball</td>
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<tr>
<td>Badminton/Table Tennis</td>
<td>Gymnastics</td>
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<tr>
<td>Tennis</td>
<td>Softball</td>
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<tr>
<td>Softball/Archery</td>
<td>Track</td>
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<tr>
<td>Bowling</td>
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</tbody>
</table>

2. Supervision shall be paid at the rate of $25.00 for the first two (2) hours plus $10.00 per hour for the duration of responsibilities for the event.

   a. Supervision will not be divided into less than 1/2 hour increments.

<table>
<thead>
<tr>
<th>Home Events</th>
<th>Away Events</th>
<th>Ticket Takers</th>
<th>Timers</th>
<th>Football Chains</th>
<th>Track Clerk</th>
<th>Other School Activities</th>
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3. Formula Rates
Rates for persons with one (1) to nine (9) years of cumulative experience within a position will be determined by application of the formula based upon BA step one (1) of the current year's salary schedule for the length of the contract. Rates for persons with ten (10) or more years of cumulative experience within a position will be determined by application of the formula based upon BA step five (5) of the current year's salary schedule for the length of the contract.

   a. In computing each salary, the following factors have been considered:

      (1) Time

The following scale has been adopted

<table>
<thead>
<tr>
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<th>Factor</th>
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<tr>
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<td>5.5</td>
</tr>
<tr>
<td>426-463</td>
<td>6.0</td>
</tr>
<tr>
<td>464-500</td>
<td>6.5</td>
</tr>
<tr>
<td>501-537</td>
<td>7.0</td>
</tr>
</tbody>
</table>
ARTICLE XI
COMPENSATION

(2) Responsibility

(a) A scale of evaluation from .5 to 2.5 has been adopted for the factor of responsibility:

| .5 | 1.0 | 1.5 | 2.0 | 2.5 |

Criteria as listed below are considered when assigning a factor value:

(i) Number of Pupils
(ii) Problems of Pupil Behavior (Home and Away)
(iii) Care and Supervision of School Property
(iv) Length of Schedule and Number of Events
(v) Location of Activity (In or Out of School)
(vi) Driving the Team to and from Practices and Contests
(vii) Problems of Insurance
(viii) Problems of Health Supervision
(ix) Necessity of Keeping Up-To-Date
(x) Number of Assistants Involved
(xi) Instructional Emphasis
(xii) Care and Handling of Finance

(b) Some of the compensated activities are of such a nature as to be subject to critical appraisal by the public. The degree to which this interest has an impact on the activity and the personnel involved will vary. This is recognized by applying a scale of measurement ranging from a minimum of .5 to a maximum of 2.5 to the list of compensated activities.

| .5 | 1.0 | 1.5 | 2.0 | 2.5 |

(3) Experience

Experience in a given activity is recognized for each year a person has assumed the responsibilities of that activity; each year of experience is equivalent to a stated percentage of 1.5/2%:

<table>
<thead>
<tr>
<th>Years of Experience</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
<th>7</th>
<th>8</th>
<th>9</th>
<th>etc</th>
</tr>
</thead>
<tbody>
<tr>
<td>Percentage</td>
<td>1.5</td>
<td>3</td>
<td>4.5</td>
<td>6</td>
<td>7.5</td>
<td>9</td>
<td>10.5</td>
<td>12</td>
<td>13.5</td>
<td>etc</td>
</tr>
</tbody>
</table>

(4) Transfer of Previous Experience

(a) Years of experience within the same sport (but in a different title) or as an advisor (even if for different classes) shall be considered as cumulative experience.

(b) A person moving into this school system from another and assuming responsibilities within the athletic program can transfer up to a maximum of five (5) years experience within that sport.
ARTICLE XI
COMPENSATION

b. The above formula will be applied as follows:

(1) The numerical factors of time, responsibility and public pressure will be added together and applied as a percentage against BA Step 1 of the current year’s salary schedule.

(2) The results obtained in (1) above will be multiplied by the appropriate experience percentage as derived from the table under “Experience”.

(3) The total of (1) and (2) above will represent the salary for an individual assuming a position within the athletic program.

c. Provisions for Revision
As time passes, it will be necessary to review and revise this schedule in the light of experience and changing circumstances.

d. Governing Board for Extra-Curricular Activities

(1) Members will include the following:

(a) Superintendent
(b) High School Principal (who will call the meetings)
(c) Athletic Coordinator
(d) A member of any extra-curricular activity other than athletics, elected by the Faculty Association
(e) In the event that the Athletic Coordinator’s position is held by non-faculty, then for the time that the Athletic Coordinator is a non-faculty member, this committee will also include, besides the previously listed four (4), a faculty member who is also an athletic coach, elected by the Faculty Association.

(2) The Governing Board will have the following responsibilities:

(a) Meet at least four (4) times per year, preferably in September, November, March and June.
(b) Evaluate and assess extra-duty activities.
(c) Accept input, advice and proposals regarding changes in extra-duty activities.
(d) Adopt, for implementation, such proposals as all members of the Governing Board shall agree are appropriate.
ARTICLE XI
COMPENSATION

e. Positions to be paid using this formula:

<table>
<thead>
<tr>
<th>(1) Boys Athletics</th>
<th>(2) Girls Athletics</th>
</tr>
</thead>
<tbody>
<tr>
<td>Football</td>
<td>Head Coach</td>
</tr>
<tr>
<td></td>
<td>Assistant Coach</td>
</tr>
<tr>
<td></td>
<td>Junior High Coaches</td>
</tr>
<tr>
<td>Cross Country</td>
<td>Head Coach</td>
</tr>
<tr>
<td></td>
<td>Junior High Coach</td>
</tr>
<tr>
<td>Basketball</td>
<td>Head Coach</td>
</tr>
<tr>
<td></td>
<td>Assistant Coach</td>
</tr>
<tr>
<td></td>
<td>Junior High Coaches</td>
</tr>
<tr>
<td>Wrestling</td>
<td>Head Coach</td>
</tr>
<tr>
<td></td>
<td>Assistant Coach</td>
</tr>
<tr>
<td></td>
<td>Junior High Coaches</td>
</tr>
<tr>
<td>Baseball</td>
<td>Head Coach</td>
</tr>
<tr>
<td></td>
<td>Assistant Coach</td>
</tr>
<tr>
<td></td>
<td>Junior Varsity Coaches</td>
</tr>
<tr>
<td>Soccer</td>
<td>Head Coach</td>
</tr>
<tr>
<td></td>
<td>Junior Varsity</td>
</tr>
<tr>
<td></td>
<td>Junior High Coaches</td>
</tr>
<tr>
<td>Track</td>
<td>Head Coach</td>
</tr>
<tr>
<td></td>
<td>Junior High Coach</td>
</tr>
<tr>
<td>Golf</td>
<td>Head Coach</td>
</tr>
<tr>
<td>Tennis</td>
<td>Head Coach</td>
</tr>
<tr>
<td>Field Hockey</td>
<td>Head Coach</td>
</tr>
<tr>
<td></td>
<td>Junior Varsity Coach</td>
</tr>
<tr>
<td></td>
<td>Junior High Coaches</td>
</tr>
<tr>
<td>Basketball</td>
<td>Head Coach</td>
</tr>
<tr>
<td>Volleyball</td>
<td>Head Coach</td>
</tr>
<tr>
<td></td>
<td>Junior Varsity Coach</td>
</tr>
<tr>
<td></td>
<td>Junior High Coaches</td>
</tr>
<tr>
<td>Softball</td>
<td>Head Coach</td>
</tr>
<tr>
<td></td>
<td>Junior Varsity Coach</td>
</tr>
<tr>
<td></td>
<td>Junior High Coaches</td>
</tr>
<tr>
<td>Soccer</td>
<td>Head Coach</td>
</tr>
<tr>
<td>Track</td>
<td>Head Coach</td>
</tr>
<tr>
<td>Cheerleading</td>
<td>Basketball</td>
</tr>
<tr>
<td>Advisor</td>
<td></td>
</tr>
<tr>
<td>Business Club</td>
<td>Stage Band</td>
</tr>
<tr>
<td>School Newspaper</td>
<td>Color Guard</td>
</tr>
<tr>
<td>Yearbook</td>
<td>Mathletics</td>
</tr>
<tr>
<td>Drama Club</td>
<td>Health Careers</td>
</tr>
<tr>
<td>National Honor Society</td>
<td>Library Staff</td>
</tr>
<tr>
<td>Student Council</td>
<td>Language Club</td>
</tr>
<tr>
<td>Pep Band</td>
<td>Science Club</td>
</tr>
<tr>
<td>G.A.A.</td>
<td>Varsity Club</td>
</tr>
<tr>
<td>Art Club</td>
<td>Just Say No</td>
</tr>
<tr>
<td>Banana Splits</td>
<td>Drug Quiz Team</td>
</tr>
<tr>
<td>Art Club High School</td>
<td>Elementary Musical Director</td>
</tr>
<tr>
<td>Art Club Elementary School</td>
<td></td>
</tr>
</tbody>
</table>

(4) Club & Class Advisors
The District has no obligation to continue or fill these positions.

(a) Club Organizational Advisors

<table>
<thead>
<tr>
<th>Business Club</th>
<th>Stage Band</th>
</tr>
</thead>
<tbody>
<tr>
<td>School Newspaper</td>
<td>Color Guard</td>
</tr>
<tr>
<td>Yearbook</td>
<td>Mathletics</td>
</tr>
<tr>
<td>Drama Club</td>
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<tr>
<td>Pep Band</td>
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</tr>
<tr>
<td>G.A.A.</td>
<td>Varsity Club</td>
</tr>
<tr>
<td>Art Club</td>
<td>Just Say No</td>
</tr>
<tr>
<td>Banana Splits</td>
<td>Drug Quiz Team</td>
</tr>
<tr>
<td>Art Club High School</td>
<td>Elementary Musical Director</td>
</tr>
<tr>
<td>Art Club Elementary School</td>
<td></td>
</tr>
</tbody>
</table>
ARTICLE XI
COMPENSATION

(b) Class Advisor(s)
At a rate to be determined by governing Board’s recommendation.

E. Team Leaders, Curriculum Coordinators, Team Resource Teacher, Department Chairperson

<table>
<thead>
<tr>
<th>Position</th>
<th>2007-08</th>
<th>2008-09</th>
<th>2009-10</th>
<th>2010-11</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Curriculum Coordinators</td>
<td>$1,043</td>
<td>$1,088</td>
<td>$1,135</td>
<td>$1,184</td>
</tr>
<tr>
<td>2 Team Leaders</td>
<td>$1,393</td>
<td>$1,453</td>
<td>$1,515</td>
<td>$1,580</td>
</tr>
<tr>
<td>3 Team Resource Chairperson</td>
<td>$1,393</td>
<td>$1,453</td>
<td>$1,515</td>
<td>$1,580</td>
</tr>
<tr>
<td>4 Department Chairperson</td>
<td>$1,852</td>
<td>$1,932</td>
<td>$2,015</td>
<td>$2,102</td>
</tr>
<tr>
<td>5 Mentor</td>
<td>$800</td>
<td>$834</td>
<td>$870</td>
<td>$907</td>
</tr>
<tr>
<td>6 Assistant to District Technology Coordinator, Elementary School</td>
<td>$2,563</td>
<td>$2,673</td>
<td>$2,788</td>
<td>$2,908</td>
</tr>
</tbody>
</table>

The Board of Education retains the sole and exclusive right to maintain or eliminate these positions.

F. Arts Festival, Set Designer

<table>
<thead>
<tr>
<th>Position</th>
<th>2007-08</th>
<th>2008-09</th>
<th>2009-10</th>
<th>2010-11</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Arts Festival Chairperson</td>
<td>$388</td>
<td>$405</td>
<td>$422</td>
<td>$440</td>
</tr>
<tr>
<td>2 Assistant Arts Festival Chairperson</td>
<td>$236</td>
<td>$246</td>
<td>$247</td>
<td>$268</td>
</tr>
<tr>
<td>3 Set Designer</td>
<td>$157</td>
<td>$164</td>
<td>$171</td>
<td>$178</td>
</tr>
</tbody>
</table>

G. Pay for Extra-Curricular Work
The District will pay Faculty Association members who have completed extra-curricular assignments within thirty (30) calendar days after the employee has submitted the Extracurricular Request Form to the Superintendent.

H. Retirement
1. Each teacher planning to retire will be eligible for the district’s locally-awarded payment for unused sick leave days, provided that they meet the following criteria:
   a. They submit an irrevocable letter of retirement to the superintendent of schools on or before March 1 of the retiring year.
   b. They shall have completed fifteen (15) full years of service in the instructional Faculty Association of the Morrisville-Eaton Central School District.
   c. They are retiring in the first year of their eligibility to retire without penalty under the New York State Teachers’ Retirement system.
2. Teachers retiring in their first year of retirement eligibility shall be provided with $125.00 for each day of accumulated sick leave to the limit of 250 days as specified in Article X.
3. Teachers retiring after the first year of retirement eligibility shall be provided with $30 for each day of accumulated unused sick leave.
4. Full-time teaching assistants shall be eligible to receive 50% of the specified amount(s).
ARTICLE XI
COMPENSATION

I. Conferences, etc.
The Board of Education will pay the reasonable expenses incurred by staff members who attend workshops, seminars, conferences or other professional improvement sessions at the request and/or with the advance approval of the Superintendent.

J. Reimbursement Expenses
The District shall reimburse Faculty Association members for reasonable expenses (meals, fees, lodging, and/or transportation). When no school vehicle is provided, use of a personal vehicle shall be compensated, provided the payment of such expenses has been approved in advance by the Superintendent. Reimbursement for use of a personal vehicle shall be at the U.S. Federal I.R.S. Business Mileage Rate per mile which is in effect as of July 1st of each school year, provided such travel has been approved in advance by the Superintendent.

K. Additional Stipends Due to Unique Circumstances in Assignment
1. Certain teachers shall receive an additional stipend due to the unique circumstances of their assigned load wherein they do not receive any scheduled planning/prep time, in apparent conflict with Article V (A).
2. Those individual teachers shall receive an additional amount of $1,800.00 per semester.
3. Individual teachers’ participation in this plan is voluntary.
4. No current teacher in a tenure area shall be subject to a reduction in force, in whole or in part, as a result of this method of alleviating such scheduling difficulties.

ARTICLE XII
TAX SHELTERED ANNUITIES

The Board shall provide the opportunity for instructional employees to participate in appropriate tax-sheltered annuity programs.
A. Health Insurance

1. The Board of Education shall provide one hundred percent (100%) of the cost of Basic Medical/Surgical coverage for individuals and eighty-five percent (85%) of the difference between the Individual and Family Plan cost of Basic Medical/Surgical coverage in the District’s Health Insurance Plan.

2. Effective January 1, 2008, prescription co-payments will be: $10 generic and $20 name brand. Mail order prescriptions will also be $10 generic and $20 name brand (for a ninety day supply).

3. The District shall make available to Faculty Association members an Internal Revenue Service (IRS) 125 Plan as long as such plan is allowable under the Internal Revenue Service Rules and Regulations.

4. The parties agree that the health insurance benefit levels, as provided through the Blue Cross/Blue Shield of Utica-Rome, and as configured through the efforts of that company and the Madison-Oneida-Herkimer Health Consortium, are the agreed upon levels. These levels will be maintained throughout the term of this agreement and will not be changed without negotiations with the Association.

5. The parties mutually agree to re-open negotiations concerning health insurance during the term of this contract in the event that:
   a. the association believes benefit levels have been reduced by the administrators or the employees of BC/BS, the Consortium, or any district official or;
   b. the district experiences sharply increased premium charges or consistently increasing premium charges in consecutive years during the life of the agreement.

B. Health Insurance Buyout

1. The District and Association shall mutually agree upon a health insurance buyout of $1,500 for employees who waive either individual or family insurance. The buyout shall be paid in equal installments via the regular payroll.

2. In order to elect the buyout, Faculty Association members must provide written notice of interest and declination of insurance coverage by June 15\textsuperscript{th} of the year preceding the buyout. Such notice must be accompanied by proof of alternative insurance coverage elsewhere.

C. Dental Insurance

Faculty Association members shall be eligible to participate in the District’s Dental Insurance Plan. The Dental Plan shall be in conjunction with the District’s Health Plan. The Board of Education shall contribute seventy-one dollars and forty cents ($71.40) per year per participating employee to the Madison-Oneida Health Consortium Dental Plan, Enhancement B - Individual Plan. If the District realizes any savings due to a decrease in premium, said savings are to be set aside to be applied to any future increases during the life of the Agreement.
ARTICLE XIII
INSURANCE

D. The Board of Education shall not be required to make contributions toward health and dental insurance for teachers who are on unpaid leaves of absence for more than one (1) month.

E. Retirement Contribution
For employees who provide at least fifteen (15) years of continuous service with the District, (excluding approved leaves) and who retire under the TRS under the life of this agreement, the Board of Education shall contribute the same percentage towards health insurance that they were receiving from the District for the level of coverage (individual or family) they were enrolled in immediately prior to retirement.

ARTICLE XIV
SAVINGS CLAUSE

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

ARTICLE XV
ZIPPER CLAUSE

This agreement shall constitute the full and complete commitment between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this agreement.
ARTICLE XVI
7 + 1 COMMITTEE

A. The 7&1 Committee shall consist of: (1) six teachers -- three from the elementary area representing primary, intermediate and special areas K-6; three from the Junior/Senior High School area representing the 7-8 team, 9-10 team, and 11-12 team, (2) one representative from the Morrisville-Eaton Faculty Association Executive Committee; and (3) the Superintendent or his/her designee. The Committee members may request additional personnel to attend for specific purposes.

B. The Purpose of the Committee:

1. To derive the benefit of the Committee’s and instructional staff’s best thinking on educational matters in an informal and advisory capacity.

2. To make suggestions and formal written recommendations as to ways and means of improving staffing, curriculum or program content within the School District.

3. To provide an avenue for teacher input to the Superintendent and the Board in the event the District is anticipating any major change in staffing, curriculum or program content. A written notice shall be provided to the Committee Chairperson not less than thirty (30) days prior to an anticipated major change.

C. The Guidelines for the Committee are:

1. The group is not a decision making body.

2. The Committee’s goal is to improve communications between the administration and the instructional staff.

3. The group shall have a definite organizational scheme:
   a. A Chairperson -- other than the Superintendent.
   b. A calendar of monthly meetings shall be established prior to September 30th of each school year and shall be provided to all Committee members.
   c. A tentative agenda for each meeting shall be provided to all Committee members five (5) school days prior to the meeting.
   d. Minutes of each meeting shall be provided to all Committee members within fifteen (15) days after each meeting.

4. Special meetings may be called by the Committee Chairperson at the Committee’s earliest possible convenience.

D. The Superintendent, acting as the agent of the Board, will deliver written recommendations and communicate suggested proposals developed by the Committee to the Board of Education. The Superintendent will respond to the Committee at the next regularly scheduled Committee meeting, after such recommendations and proposals have been reviewed by the Board of Education.
A. Association Days

1. The Board of Education agrees to provide the Association with six (6) days for Association Business.

2. Attendance at the New York State Retirement Meeting shall not be counted as Association days.

B. Association Use of Facilities

1. The Association shall be allowed use of school buildings, equipment and facilities upon the prior approval of the Superintendent. Any additional costs to the District will be reimbursed by the Association.

2. The Association shall have the use of the inter-school mail service and teacher mail boxes for communications.

3. There will be an Association bulletin board in each faculty room.

4. The District agrees to provide the Association President with a copy of the Board of Education Agenda prior to any public Board meeting and to provide the minutes of Board meetings as soon as they are approved and printed.

C. Association Dues

1. The District agrees to deduct, beginning with the first pay period in October, from the salaries of members of the Faculty Association dues for the Association and its affiliates in equal installments and transmit the monies promptly to the Association.

2. The Association shall submit in writing to the Business Office by September 15th of each school year a list of Faculty Association members authorizing dues deduction, and the current monetary rate to be deducted.

3. Authorization cards for additional Faculty Association members shall be honored within thirty (30) days after the signed authorization card has been submitted to the Superintendent. Dues authorized by the additional Faculty Association members shall be deducted in equal installments from the remaining paychecks.

4. The authorization card shall remain valid until revoked by the Faculty Association member.
ARTICLE XVIII
STAFF DEVELOPMENT

A. Tuition Reimbursement
The District agrees to provide limited tuition reimbursement for allowable course work in lieu of payment for credit hours. (Please refer to Article XI, B for information on Credit Hours.)

1. Teachers must submit a request for tuition reimbursement and any course is subject to pre-approval by the Superintendent or his/her designee.

2. The maximum amount to be reimbursed will be based upon the current SUNY graduate credit hour rate. Reimbursement is subject to a teacher providing evidence of payment of tuition and a grade report demonstrating successful completion of the course (at least a “C”).

3. In the event that a teacher does not remain in the employment of the District for at least a five (5) year calendar period following the completion of the course, such tuition reimbursement shall be recouped by the District from the last paychecks of the teacher.

ARTICLE XIX
LICENSED TEACHING ASSISTANTS

A. The following articles of this Agreement are not applicable to teaching assistants

1. Article IV Teacher Assignment and Transfer

2. Article X (H) Sabbatical Leave
2007-2011 AGREEMENT
SIGNATURE PAGE

The provisions of this agreement shall be effective as of the date of July 1, 2007 and shall remain in full force and effect until June 30, 2011.

IN WITNESS WHEREOF, the parties have signed this document this 23rd of December 2008.

MORRISVILLE-EATON CENTRAL SCHOOL DISTRICT
SUPERINTENDENT OF SCHOOLS, MICHAEL DRAHOS

MORRISVILLE-EATON FACULTY ASSOCIATION
PRESIDENT, JAY A. DUNN
APPENDIX A
TERM MEMORANDUM OF AGREEMENT FOR DISTANCE LEARNING

To the 2007-2011 Agreement between the Morrisville-Eaton Central School District and the Morrisville-Eaton Faculty Association, concerning participation in a Pilot Program for Distance Learning.

It is agreed that the Morrisville-Eaton Teachers Association and the Morrisville-Eaton Central School District may participate in a Distance Learning Program under the following conditions:

I. GENERAL

A. The parties acknowledge and confirm that participation in the Distance Learning Program shall not be used by the district to argue that the association may have waived any rights that may exist to the exclusivity of Faculty Association work. The parties agree that the Distance Learning program, in whole or in part, involves Faculty Association work in the provision of educational services to the children of the district.

B. No current teacher in a tenure area shall be subject to a reduction in force, in whole or in part, as a result of the district sending or receiving courses in that tenure area through a Distance Learning Program.

C. The parties agree that training for participants will be provided. The costs of appropriate training shall be established and borne by the district.

II. Transmitting (from Host School)

A. Any program delivered from this school district, for the purpose of educating children, shall be taught by a volunteer from the Faculty Association. A volunteer who expresses interest in this concept of instruction and one who is certified or otherwise qualified to teach the course on the Distance Learning Program.

B. Any additional transmission or showings of taped recitations must be solely for the purposes of student review, student makeup, or for other purposes as agreed upon by the transmitting teacher and the Board of Education. Under no circumstances are tape re-transmissions to occur without the consent of the board and the transmitting teacher.

C. The time of the transmission will be determined by the district. The transmission of the classes will be within the confines of the school day unless otherwise agree upon by the volunteering teacher and the district.

D. The teacher shall not have the responsibility to maintain or repair any equipment used in transmitting the lesson or any equipment used in responding to the inquiries of those receiving the broadcast. Operational responsibilities shall be minimal and appropriate training provided.

E. The number of students in a class, including those at receiving sites, shall not exceed that which is traditional in the school district for teachers in the particular discipline being offered.

F. All grading of school work and tests shall be done by the transmitting MECS teacher, who will cooperate with designated persons in the receiving schools for these purposes. If the grades need to be translated into a different system to agree with the receiving school’s system, that shall not be the responsibility of the MECS teacher. The transmitting teacher will...
APPENDIX A
TERM MEMORANDUM OF AGREEMENT FOR DISTANCE LEARNING

send grades to the receiving school at the time, and in the manner, when he or she turns in grades at the MECS district.

G. The transmitting MECS teacher shall not be expected or required to attend any functions in the receiving school districts, but will be available to receiving students and their parents in the same manner that he or she is available to MECS school students and parents. As an example, the receiving school’s Open House. MECS teachers and receiving districts may make mutually acceptable arrangements including compensation, if necessary, for attendance of such functions beyond the limits as described above.

H. In the event of the transmitting teacher’s absence, the MECS district shall be expected to provide a trained substitute when it elects to transmit.

I. Evaluation of the transmitting MECS teacher will be done in accordance with the provisions of the MECS-MEFA collective bargaining agreement. Any complaint with respect to an MECS teacher’s performance originating in a receiving district will be made known to that teacher. No evaluation of the teacher will be made except in the normal manner in the classroom, per contract.

J. Any audio-visual tapes of the classes made in the MECS or in receiving districts are the property of MECS and the district will make such tapes available for teacher’s personal and professional non-commercial use.

K. The calendar of the MECS district shall be used for each course being taught, unless otherwise agreed upon by the volunteering teacher, the association, and the district.

L. Textbooks for Distance Learning courses are determined by the MECS district in conformity with their normal practice.

M. Upon mutual agreement, teachers will be permitted to transmit at least once each semester from each district that receives his or her course. The school district will provide adequate time. Appropriate expenses will also be paid by the District.

III. Receiving

A. The introduction and continuation of Distance Learning in a receiving district shall not replace a course being currently taught by current staff. Further, a course may not be offered through Distance Learning if there is an available employee on a recall list who is certified and capable of teaching the Distance Learning course, unless the local union and district achieve mutual consent to this in writing. The sole purposes of introducing courses via interactive television broadcasts, herein called Distance Learning, are to enhance the offerings which can be made available to students.

B. MECS shall not require its Faculty Association employees to be responsible for grading, extra help, or lesson planning of any received classes, but may be requested to assist in planning and in coordination of such course work.

C. The district may assign an individual to the receiving class to provide assistance to the students and to be available to operate cameras or other equipment and be available to liaison with the sending teacher.
APPENDIX A

TERM MEMORANDUM OF AGREEMENT FOR DISTANCE LEARNING

D. However, if the employee thus assigned is a Faculty Association member, maintenance of equipment shall not be his or her responsibility. If the Faculty Association member assigned is a teaching assistant and is required to attend meetings in the sending school, the district shall be responsible for mileage and meals when appropriate. If the person assigned is requested to attend meetings outside of normal work time, the meetings must be at mutually agreeable times.

E. If the district assigns a teacher or a teaching assistant to a receiving class, such assignment shall count in the teacher’s normal load in accordance with the provisions of the collective bargaining agreement.

F. The district shall not make any audio or visual tapes without the knowledge and consent of the sending teacher. It is expected that the teacher will consent to making of tapes for the sole purpose of aiding students enrolled in the course. All tapes shall be erased or destroyed at the end of the school year.

G. Unless otherwise agreed upon, college courses, which give high school credit, may not be received during the school day and for a period of 30 minutes thereafter.

SIGNATURE PAGE

The provisions of this Term Memorandum of Agreement shall be effective as of the date of July 1, 2007 and shall remain in full force and effect until June 30, 2011

IN WITNESS WHEREOF,
the parties have signed this Term Memorandum of Agreement this

of December, 2008.

MORRISVILLE-EATON SUPERINTENDENT OF SCHOOLS, MICHAEL DRAHOS

MORRISVILLE-EATON FACULTY ASSOCIATION PRESIDENT, JAY A. DUNN
APPENDIX B
MECS GRIEVANCE FORMS—STAGES I & II

Whenever grievances in writing become necessary in rendering a situation, the following
Grievance Forms shall be completed for each level of the grievance procedure and the appro­
priate number of copies forwarded to the parties involved (Supervisor, Association Represent­
tative, Association Grievance Committee and Aggrieved.)

STAGE I       EMPLOYEE STATEMENT

Name ____________________    Assignment ____________________

Date Grievance Filed: / / Level of Procedure ____________________
Nature of Grievance: (Check Appropriate Blank)
Contract Breach ____________________
Policy #4160 ____________________

Define Grievance: ________________________________________________
________________________________________________________________
________________________________________________________________

Settlement Desired:
________________________________________________________________
________________________________________________________________
________________________________________________________________

Signed:

Aggrieved & Representative

STAGE II       EMPLOYER STATEMENT

Date Grievance Filed: / / Level of Procedure: ____________________
Date Decision Rendered / / ____________________
Decision: ________________________________________________
________________________________________________________________
________________________________________________________________

Reason for Decision:
________________________________________________________________
________________________________________________________________
________________________________________________________________

Decision Rendered By: ________________________________________________

Print Name & Title, Signature Required
APPENDIX C
MECS GRIEVANCE FORMS—STAGE III

STAGE III

1. Name of Grievant: .........................................................

2. Date Grievance Filed at Level I: .................................

3. Date Decision Rendered at Level I: .........................

4. Date of Grievance: ...................................................

5. Date Decision Rendered at Level II: ....................

6. Date Grievance Rendered at Level III: ............

7. Decision at Level III: ..............................................
   ........................................................................
   ........................................................................
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   ........................................................................

8. Date Decision Rendered to Grievance: .............

9. Decision Rendered By: ............................................
  ........................................................................

   Print Name & Title, Signature Required

AGREEMENT BETWEEN MEFA-MECS FOR 2007-2011
APPENDIX D
EVALUATION PROCESS GRAPHIC

Evaluation Process

Professional Summative Review

Tenured
Meet with Admin.
Appendices H & I
Discussion

Un-Tenured
Meet with Admin.
Appendices H & I
Discussion &
Portfolio Review

Classroom Observation & Reflection Session

Tenured
Once in 3 Yrs

Un-Tenured
Minimum 2xYrly

No Pre-Conf.

Pre-Conf.

Classroom Observation

Post-Conference

Written Summary

Written Summary

Faculty Reply & Signature

Faculty Reply & Signature

District Personnel Folder

For future editing--This graphic was done using MS Word's flowchart features.
APPENDIX E: 2008-2009
ANNUAL DISTRICT ARTICLE VIII COMPLIANCE FORM
EVALUATOR TRAINING AND CORS & PSR SCHEDULE

A. "In September the Faculty Association President will meet with the Superintendent to...

1. Section N. 5.
   ...ensure that each evaluator's training is kept current. To this end, the plans for training
   and records of training (including names, training dates, training modules, etc) will be
   maintained by the Superintendent. The Superintendent will meet with Faculty Association
   President and share an overview of this material at the September meeting on compliance
   with this article.

2. Section D
   ...verify the required schedule of Classroom Observation and Reflection Sessions
   (CORS) and the Professional Summative Reviews (PSR). The schedule of who was ob-
   served, when and what type of observation (formal with pre-obs, formal w/o pre-obs, and
   etc.) will be maintained independently by the District and the Association using this
   form."

3. Appendix E update
   ...review the District prepared, new school year's Appendix E with accurate roster, as-
   signment list, and tenure dates (in the format below).

B. The annual editions of this appendix will always have three (3) pages: the first page of re-
   quirements and one page each for the faculties of each building.

1. The District will generate a new Appendix E for each year, labeled Appendix E 08-09;
   Appendix E 09-10; Appendix E 10-11.
   (07-08 is omitted by mutual agreement of the District and Association.)

2. The District must notify the association in a timely manner if the faculty roster, assign-
   ments or tenure dates are amended in any way.

3. The number of CORS columns is not a limit. Photocopies of this appendix may be added
   to provide more columns for more CORSs.

For future editing--Roster
TABLEs organized using MS
Word's "Sort" feature.
### APPENDIX E: 2008-2009
### ANNUAL DISTRICT ARTICLE VIII COMPLIANCE FORM
### EVALUATOR TRAINING AND CORS & PSR SCHEDULE

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**Agreement Between MEFA-MECS for 2007-2011**

44
## Middle-High School—2008-2009

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</table>
APPENDIX F
CLASSROOM OBSERVATION AND REFLECTION SESSION
REPORT FORM

Faculty Member: ______________  Date & Time  ______________
Observer: ______________  Class: ______________

Pre-Observation Conference  No Pre-Observation Conference
The following classroom observation report form, developed jointly by the Administration and the
Faculty Association, will be used for all formal observations. The observer will use the form in
Appendix G to collect data relative to the elements of good teaching in each section of the form.
This is not to imply that each such item necessarily be observed or responded to within the scope
of a single observation. This may be particularly true in special areas.
All four of Danielson's Domains are considered in discussion of the faculty member's perform­
ance. Classroom observations, however, will be evaluated using ONLY Domains 1, 2 and 3 on the
Information Collection tool in Appendix G.
[Note—Appendix G (the Information Collection tool) is Danielson's summary of all the elements
for each component. See Appendix I for the more detailed explanations for each element within
the domains.]

1. Planning and Preparation
2. Classroom Environment
3. Instruction
4. Professional Responsibilities

The results of Observation and Reflection Session will be reported out in narrative form below
which may entail several pages. Other attachments to this form are at the administrators' discre­
ption.
APPENDIX G
“CLASSROOM OBSERVATION & REFLECTION SESSION” (CORS)
INFORMATION COLLECTION FORM

[This Information Collection Form may vary ONLY in the formatting, not the content, for ease of use by the observer.]

<table>
<thead>
<tr>
<th>Teacher</th>
<th>Observer</th>
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<tbody>
<tr>
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<table>
<thead>
<tr>
<th>Subject</th>
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<thead>
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<th>Grade</th>
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**DOMAIN 1: PLANNING AND PREPARATION**

<table>
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<tr>
<th>COMPONENT</th>
<th>UNSATISFACTORY</th>
<th>BASIC</th>
<th>PROFICIENT</th>
<th>DISTINGUISHED</th>
</tr>
</thead>
<tbody>
<tr>
<td>1a</td>
<td>The teacher’s plans and practice display little knowledge of the content, prerequisite relationships between different aspects of the content, or the instructional practices specific to that discipline.</td>
<td>The teacher’s plans and practice reflect some awareness of the important concepts in the discipline, prerequisite relationships between them, and instructional practices specific to that discipline.</td>
<td>The teacher’s plans and practice reflect solid knowledge of the content, prerequisite relationships between important concepts, and the instructional practices specific to that discipline.</td>
<td>The teacher’s plans and practice reflect extensive knowledge of the content and the structure of the discipline. The teacher actively builds on knowledge of prerequisites and misconceptions when describing instruction or seeking causes for student misunderstanding.</td>
</tr>
</tbody>
</table>

**Information Collected**

<table>
<thead>
<tr>
<th>COMPONENT</th>
<th>UNSATISFACTORY</th>
<th>BASIC</th>
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<th>DISTINGUISHED</th>
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</thead>
<tbody>
<tr>
<td>1b</td>
<td>The teacher demonstrates little or no knowledge of students’ backgrounds, cultures, skills, language proficiency, interests, and special needs, and does not seek such understanding.</td>
<td>The teacher indicates the importance of understanding students’ backgrounds, cultures, skills, language proficiency, interests, and special needs, and attains this knowledge for the class as a whole.</td>
<td>The teacher actively seeks knowledge of students’ backgrounds, cultures, skills, language proficiency, interests, and special needs, and attains this knowledge for groups of students.</td>
<td>The teacher actively seeks knowledge of students’ backgrounds, cultures, skills, language proficiency, interests, and special needs from a variety of sources, and attains this knowledge for individual students.</td>
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</tbody>
</table>

**Information Collected**

<table>
<thead>
<tr>
<th>COMPONENT</th>
<th>UNSATISFACTORY</th>
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<tbody>
<tr>
<td>1c</td>
<td>Instructional outcomes are unsuitable for students, represent trivial or low-level learning, or are stated only as activities. They do not permit viable methods of assessment.</td>
<td>Instructional outcomes are of moderate rigor and are suitable for some students, but consist of a combination of activities and goals, some of which permit viable methods of assessment. They reflect more than one type of learning, but the teacher makes no attempt at coordination or integration.</td>
<td>Instructional outcomes are stated as goals reflecting high-level learning and curriculum standards. They are suitable for most students in the class, represent different types of learning, and can be assessed. The outcomes reflect opportunities for coordination.</td>
<td>Instructional outcomes are stated as goals that can be assessed, reflecting rigorous learning and curriculum standards. They represent different types of content, offer opportunities for both coordination and integration, and take account of the needs of individual students.</td>
</tr>
</tbody>
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**APPENDIX G**

"CLASSROOM OBSERVATION & REFLECTION SESSION" (CORS)

**INFORMATION COLLECTION FORM**

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<th>DOMAIN 1: PLANNING AND PREPARATION (Continued)</th>
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### 1d Demonstrating Knowledge of Resources

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<tbody>
<tr>
<td></td>
<td>The teacher demonstrates little or no familiarity with resources to enhance own knowledge, to use in teaching, or for students who need them. The teacher does not seek such knowledge.</td>
<td>The teacher demonstrates some familiarity with resources available through the school or district to enhance own knowledge, to use in teaching, or for students who need them. The teacher does not seek to extend such knowledge.</td>
<td>The teacher is fully aware of the resources available through the school or district to enhance own knowledge, to use in teaching, or for students who need them.</td>
<td>The teacher seeks out resources in and beyond the school or district in professional organizations, on the Internet, and in the community to enhance own knowledge, to use in teaching, and for students who need them.</td>
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### 1e Designing Coherent Instruction

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<tr>
<td></td>
<td>The series of learning experiences is poorly aligned with the instructional outcomes and does not represent a coherent structure. The experiences are suitable for only some students.</td>
<td>The series of learning experiences demonstrates partial alignment with instructional outcomes, some of which are likely to engage students in significant learning. The lesson or unit has a recognizable structure and reflects partial knowledge of students and resources.</td>
<td>The teacher coordinates knowledge of content, students, and resources to design a series of learning experiences aligned to instructional outcomes and suitable to groups of students. The lesson or unit has a clear structure and is likely to engage students in significant learning.</td>
<td>The teacher coordinates knowledge of content, students, and resources to design a series of learning experiences aligned to instructional outcomes, differentiated where appropriate to make them suitable for all students and likely to engage them in significant learning. The lesson or unit's structure is clear and allows for different pathways according to student needs.</td>
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### 1f Designing Student Assessments

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<td></td>
<td>The teacher's plan for assessing student learning contains no clear criteria or standards, is poorly aligned with the instructional outcomes, or is inappropriate for many students. The results of assessment have minimal impact on the design of future instruction.</td>
<td>The teacher's plan for student assessment is partially aligned with the instructional outcomes, without clear criteria, and inappropriate for at least some students. The teacher intends to use assessment results to plan for future instruction for the class as a whole.</td>
<td>The teacher's plan for student assessment is aligned with the instructional outcomes, uses clear criteria, and is appropriate for the needs of students. The teacher intends to use assessment results to plan for future instruction for groups of students.</td>
<td>The teacher's plan for student assessment is fully aligned with the instructional outcomes, with clear criteria and standards that show evidence of student contribution to their development. Assessment methodologies may have been adapted for individuals, and the teacher intends to use assessment results to plan future instruction for individual students.</td>
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Information Collected

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### APPENDIX G

**“CLASSROOM OBSERVATION & REFLECTION SESSION” (CORS) INFORMATION COLLECTION FORM**

#### DOMAIN 2: THE CLASSROOM ENVIRONMENT

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<tbody>
<tr>
<td>2a Creating an Environment of Respect and Rapport</td>
<td>Classroom interactions, both between the teacher and students and among students, are negative, inappropriate, or insensitive to students' cultural backgrounds, and characterized by sarcasm, put-downs, or conflict.</td>
<td>Classroom interactions, both between the teacher and students and among students, are generally appropriate and free from conflict, but may be characterized by occasional displays of insensitivity or lack of responsiveness to cultural or developmental differences among students.</td>
<td>Classroom interactions among the teacher and individual students are highly respectful, reflecting genuine warmth and caring and sensitivity to students' cultures and levels of development. Students themselves ensure high levels of civility among members of the class.</td>
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Information Collected

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<tr>
<td>2b Establishing a Culture for Learning</td>
<td>The classroom environment conveys a negative culture for learning, characterized by low teacher commitment to the subject, low expectations for student achievement, and little or no student pride in work.</td>
<td>The teacher's attempts to create a culture for learning are partially successful, with little teacher commitment to the subject, modest expectations for student achievement, and little student pride in work. Both teacher and students appear to be only &quot;going through the motions.&quot;</td>
<td>The classroom culture is characterized by high expectations for most students and genuine commitment to the subject by both teacher and students, with students demonstrating pride in their work.</td>
<td>High levels of student energy and teacher passion for the subject create a culture for learning in which everyone shares a belief in the importance of the subject and all students hold themselves to high standards of performance—for example, by initiating improvements to their work.</td>
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<tr>
<td>2c Managing Classroom Procedures</td>
<td>Much instructional time is lost because of inefficient classroom routines and procedures for transitions, handling of supplies, and performance of non-instructional duties.</td>
<td>Some instructional time is lost because classroom routines and procedures for transitions, handling of supplies, and performance of non-instructional duties are only partially effective.</td>
<td>Little instructional time is lost because of classroom routines and procedures for transitions, handling of supplies, and performance of non-instructional duties, which occur smoothly.</td>
<td>Students contribute to the seamless operation of classroom routines and procedures for transitions, handling of supplies, and performance of non-instructional duties.</td>
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## APPENDIX G

**“CLASSROOM OBSERVATION & REFLECTION SESSION” (CORS)**

**INFORMATION COLLECTION FORM**

### DOMAIN 2: THE CLASSROOM ENVIRONMENT (Continued)

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<tr>
<td>2d Managing Student Behavior</td>
<td>There is no evidence that standards of conduct have been established, and little or no teacher monitoring of student behavior. Response to student misbehavior is repressive or disrespectful of student dignity.</td>
<td>It appears that the teacher has made an effort to establish standards of conduct for students. The teacher tries, with uneven results, to monitor student behavior and respond to student misbehavior.</td>
<td>Standards of conduct appear to be clear to students, and the teacher monitors student behavior against those standards. The teacher’s response to student misbehavior is appropriate and respects the students’ dignity.</td>
<td>Standards of conduct are clear, with evidence of student participation in setting them. The teacher’s monitoring of student behavior is subtle and preventive, and the teacher’s response to student misbehavior is sensitive to individual student needs. Students take an active role in monitoring the standards of behavior.</td>
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<tr>
<td>2e Organizing Physical Space</td>
<td>The physical environment is unsafe, or some students don’t have access to learning. There is poor alignment between the physical arrangement and the lesson activities.</td>
<td>The classroom is safe, and essential learning is accessible to most students; the teacher’s use of physical resources, including computer technology, is moderately effective. The teacher may attempt to modify the physical arrangement to suit learning activities, with partial success.</td>
<td>The classroom is safe, and learning is accessible to all students; the teacher ensures that the physical arrangement is appropriate for the learning activities. The teacher makes effective use of physical resources, including computer technology.</td>
<td>The classroom is safe, and the physical environment ensures the learning of all students, including those with special needs. Students contribute to the use or adaptation of the physical environment to advance learning. Technology is used skillfully, as appropriate to the lesson.</td>
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Information Collected

### DOMAIN 3: INSTRUCTION

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<tbody>
<tr>
<td>3a Communicating With Students</td>
<td>Expectations for learning, directions and procedures, and explanations of content are unclear or confusing to students. The teacher’s use of language contains errors or is inappropriate for students’ cultures or levels of development.</td>
<td>Expectations for learning, directions and procedures, and explanations of content are clarified after initial confusion; the teacher’s use of language is correct but may not be completely appropriate for students’ cultures or levels of development.</td>
<td>Expectations for learning, directions and procedures, and explanations of content are clear to students. Communications are appropriate for students’ cultures and levels of development.</td>
<td>Expectations for learning, directions and procedures, and explanations of content are clear to students. The teacher’s oral and written communication is clear and expressive, appropriate to students’ cultures and levels of development, and anticipates possible student misconceptions.</td>
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</tbody>
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Information Collected

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### APPENDIX G

**“CLASSROOM OBSERVATION & REFLECTION SESSION” (CORS)**

#### INFORMATION COLLECTION FORM

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<tr>
<td><strong>3b</strong> Using Questioning and Discussion Techniques</td>
<td>The teacher’s questions are low-level or inappropriate, eliciting limited student participation, and recitation rather than discussion.</td>
<td>Some of the teacher’s questions elicit a thoughtful response, but most are low-level, posed in rapid succession. The teacher’s attempts to engage all students in the discussion are only partially successful.</td>
<td>Most of the teacher’s questions elicit a thoughtful response, and the teacher allows sufficient time for students to answer. All students participate in the discussion, with the teacher stepping aside when appropriate.</td>
<td>Questions reflect high expectations and are culturally and developmentally appropriate. Students formulate many of the high-level questions and ensure that all voices are heard.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>COMPONENT</th>
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<th>BASIC</th>
<th>PROFICIENT</th>
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</tr>
</thead>
<tbody>
<tr>
<td><strong>3c</strong> Engaging Students in Learning</td>
<td>Activities and assignments, materials, and groupings of students are inappropriate for the instructional outcomes or students’ cultures or levels of understanding, resulting in little intellectual engagement. The lesson has no structure or is poorly paced.</td>
<td>Activities and assignments, materials, and groupings of students are partially appropriate for the instructional outcomes or students’ cultures or levels of understanding, resulting in moderate intellectual engagement. The lesson has a recognizable structure but is not fully maintained.</td>
<td>Activities and assignments, materials, and groupings of students are fully appropriate for the instructional outcomes and students’ cultures and levels of understanding. All students are engaged in work of a high level of rigor. The lesson’s structure is coherent, with appropriate pace.</td>
<td>Students, throughout the lesson, are highly intellectually engaged in significant learning and make material contributions to the activities, student groupings, and materials. The lesson is adapted as needed to the needs of individuals, and the structure and pacing allow for student reflection and closure.</td>
</tr>
</tbody>
</table>

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<tr>
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</thead>
<tbody>
<tr>
<td><strong>3d</strong> Using Assessment in Instruction</td>
<td>Assessment is not used in instruction, either through monitoring of progress by the teacher or students, or feed back to students. Students are not aware of the assessment criteria used to evaluate their work.</td>
<td>Assessment is occasionally used in instruction, through some monitoring of progress of learning by the teacher and/or students. Feedback to students is uneven, and students are aware of only some of the assessment criteria used to evaluate their work.</td>
<td>Assessment is regularly used in instruction, through self-assessment by students, monitoring of progress of learning by the teacher and/or students, and high-quality feedback to students. Students are fully aware of the assessment criteria used to evaluate their work.</td>
<td>Assessment is used in a sophisticated manner in instruction, through student involvement in establishing the assessment criteria, self-assessment by students, monitoring of progress by both students and the teacher, and high quality feedback to students from a variety of sources.</td>
</tr>
</tbody>
</table>

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<tbody>
<tr>
<td><strong>3e</strong> Demonstrating Flexibility and Responsiveness</td>
<td>The teacher adheres to the instruction plan, even when a change would improve the lesson or address students’ lack of interest. The teacher brushes aside student questions; when students experience difficulty, the teacher blames the students or their home environment.</td>
<td>The teacher attempts to modify the lesson when needed and to respond to student questions, with moderate success. The teacher accepts responsibility for student success but has only a limited repertoire of strategies to draw upon.</td>
<td>The teacher promotes the successful learning of all students, making adjustments as needed to instruction plans and accommodating student questions, needs, and interests.</td>
<td>The teacher seizes an opportunity to enhance learning, building on a spontaneous event or student interests. The teacher ensures the success of all students, using an extensive repertoire of instructional strategies.</td>
</tr>
</tbody>
</table>


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APPEX H
PROFESSIONAL SUMMATIVE REVIEW

Name: ________________________ Position: ________________________
Date: ________________________ Reviewer: ________________________

The Professional Summative Review narrative summary attached to this form should be the result of a continuous gathering of pertinent information, excluding classroom observations, relevant to the job description as to the faculty member’s behavior and function as a professional staff member.

For every item discussed which is included in the narrative summary, pertinent information must be verifiable. Specific dates, times and results should be noted. Generalizations of attitude and behavior must be supported by specific, concrete examples. Topics for the collegial discussion and summary may include goal setting and all four domains in Danielson’s Frameworks. The Commissioner’s Regulations are all covered in more detail within Danielson’s Framework—refer to Appendix I.

Danielson’s Framework

In brackets—for each domain—are the corresponding areas in CR 100.2 (o), 2, (iii), (b) (1).
1. Planning and Preparation [i, vi, v, ix]
2. Classroom Environment [ii, iii, iv, v, ix]
3. Instruction [iii, v, vii]
4. Professional Responsibilities [vi, viii, vii, ix]
5. Goals [vii]

For reference, NY’s mandated areas are reprinted below. In brackets—for each criterion—are the corresponding Danielson Domains.
CR 100.2 (o), 2, (iii), (b) (1) Criteria for evaluation of teachers providing instructional services... shall include but not be limited to an evaluation of the following (i)-(viii), (ix) has been added by agreement of the District and the Association.

(i) Content knowledge, the teacher shall demonstrate a thorough knowledge of the subject matter area and curriculum; [i]
(ii) Preparation, the teacher shall demonstrate appropriate preparation employing the necessary pedagogical practices to support instruction; [i]
(iii) Instructional delivery, the teacher shall demonstrate that the delivery of instruction results in active student involvement, appropriate teacher/student interaction and meaningful lesson plans resulting in student learning; [2, 3]
(iv) Classroom management, the teacher shall demonstrate classroom management skills supportive of diverse student learning needs which create an environment conducive to student learning; [2]
(v) Student development, the teacher shall demonstrate knowledge of student development, an understanding and appreciation of diversity and the regular application of developmentally appropriate instructional strategies for the benefit of all students; [1, 2, 3]
(vi) Student assessment, the teacher shall demonstrate that he or she implements assessment techniques based on appropriate learning standards designed to measure students’ progress in learning; [1, 3, 4]
(vii) Collaboration, the teacher shall demonstrate that he or she develops effective collaborative relationships with students, parents or caregivers, as needed, and appropriate support personnel to meet the learning needs of students; [4]
(viii) Reflective and responsive practice, the teacher shall demonstrate that practice is reviewed; effectively assessed and appropriate adjustments are made on a continuing basis. [3, 4]
(ix) Technology use for both professional and instructional growth and productivity [1, 2, 4].

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APPENDIX I

DANIELSON’S FRAMEWORKS FOR PROFESSIONAL PRACTICE

Danielson's Frameworks OVERVIEW—see next pages for details

Domain 1: Planning and Preparation
Component 1a: Demonstrating Knowledge of Content and Pedagogy
- Knowledge of content and the structure of the discipline
- Knowledge of prerequisite relationships
- Knowledge of content-related pedagogy
Component 1b: Demonstrating Knowledge of Students
- Knowledge of child and adolescent development
- Knowledge of the learning process
- Knowledge of students' skills, knowledge, and language proficiency
- Knowledge of students' interests and cultural heritage
- Knowledge of students' special needs
Component 1c: Setting Instructional Outcomes
- Value, sequence, and alignment
- Clarity, Balance
- Suitability for diverse learners

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

Domain 3: Instruction
Component 3a: Communicating with Students
- Expectations for learning
- Directions and procedures
- Explanations of content
- Use of oral and written language
Component 3b: Using Questioning and Discussion Techniques
- Quality of questions
- Discussion techniques
- Student participation
Component 3c: Engaging Students in Learning
- Activities and assignments
- Grouping of students
- Instructional materials and resources
- Structure and pacing
Component 3d: Using Assessment in Instruction
- Assessment criteria
- Monitoring of student learning
- Feedback to students
- Student self-assessment and monitoring of progress
Component 3e: Demonstrating Flexibility & Responsiveness
- Lesson adjustment
- Response to students
- Persistence

Domain 4: Professional Responsibilities
Component 4a: Reflecting on Teaching
- Accuracy
- Use in future teaching
Component 4b: Maintaining Accurate Records
- Student completion of assignments
- Student progress in learning
- Non-instructional records
Component 4c: Communicating with Families
- Information about the instructional program
- Information about individual students
- Engagement of families in the instructional program
Component 4d: Participating in a Professional Community
- Relationships with colleagues
- Involvement in a culture of professional inquiry
- Service to the school
- Participation in school and district projects
Component 4e: Growing and Developing Professionally
- Enhancement of content knowledge and pedagogical skill
- Receptivity to feedback from colleagues
- Service to the profession
Component 4f: Showing Professionalism
- Integrity and ethical conduct
- Service to students
- Advocacy & Decision making
- Compliance with school and district regulations

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# Appendix I
## Danielson’s Frameworks for Professional Practice
### Domain 1: Planning and Preparation

#### Component 1A: Demonstrating Knowledge of Content and Pedagogy
Elements: Knowledge of content and the structure of the discipline • Knowledge of prerequisite relationships • Knowledge of content-related pedagogy

<table>
<thead>
<tr>
<th>ELEMENT</th>
<th>Unsatisfactory</th>
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<th>Proficient</th>
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</tr>
</thead>
<tbody>
<tr>
<td>Knowledge of content and the structure of the discipline</td>
<td>In planning and practice, teacher makes content errors or does not correct errors made by students.</td>
<td>Teacher is familiar with the important concepts in the discipline but may display lack of awareness of how these concepts relate to one another.</td>
<td>Teacher displays solid knowledge of the important concepts in the discipline and how these relate to one another.</td>
<td>Teacher displays extensive knowledge of the important concepts in the discipline and how these relate both to one another and to other disciplines.</td>
</tr>
<tr>
<td>Knowledge of prerequisite relationships</td>
<td>Teacher’s plans and practice display little understanding of prerequisite relationships important to student learning of the content.</td>
<td>Teacher’s plans and practice indicate some awareness of prerequisite relationships, although such knowledge may be inaccurate or incomplete.</td>
<td>Teacher’s plans and practice reflect understanding of prerequisite relationships among topics and concepts.</td>
<td>Teacher’s plans and practices reflect understanding of prerequisite relationships among topics and concepts and a link to necessary cognitive structures by students to ensure understanding.</td>
</tr>
<tr>
<td>Knowledge of content related pedagogy</td>
<td>Teacher displays little or no understanding of the range of pedagogical approaches suitable to student learning of the content.</td>
<td>Teacher’s plans and practice reflect a limited range of pedagogical approaches or some approaches that are not suitable to the discipline or to the students.</td>
<td>Teacher’s plans and practice reflect familiarity with a wide range of effective pedagogical approaches in the discipline.</td>
<td>Teacher’s plans and practice reflect familiarity with a wide range of effective pedagogical approaches in the discipline, anticipating student misconceptions.</td>
</tr>
</tbody>
</table>

#### Component 1B: Demonstrating Knowledge of Students
Elements: Knowledge of child and adolescent development • Knowledge of the learning process • Knowledge of students’ skills, knowledge and language proficiency • Knowledge of students’ interests and cultural heritage • Knowledge of students’ special needs

<table>
<thead>
<tr>
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</tr>
</thead>
<tbody>
<tr>
<td>Knowledge of child and adolescent development</td>
<td>Teacher displays little or no knowledge of the developmental characteristics of the age group.</td>
<td>Teacher displays partial knowledge of the developmental characteristics of the age group.</td>
<td>Teacher displays accurate understanding of the typical developmental characteristics of the age group, as well as exceptions to the general patterns.</td>
<td>In addition to accurate knowledge of the typical developmental characteristics of the age group and exceptions to the general patterns, teacher displays knowledge of the extent to which individual students follow the general patterns.</td>
</tr>
<tr>
<td>Knowledge of the learning process</td>
<td>Teacher sees no value in understanding how students learn and does not seek such information.</td>
<td>Teacher recognizes the value of knowing how students learn but this knowledge is limited or outdated.</td>
<td>Teacher’s knowledge of how students learn is accurate and current. Teacher applies this knowledge to the class as a whole and</td>
<td>Teacher displays extensive and subtle understanding of how students learn and applies this knowledge to individual students.</td>
</tr>
</tbody>
</table>

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APPENDIX I

DANIELSON'S FRAMEWORKS FOR PROFESSIONAL PRACTICE

<table>
<thead>
<tr>
<th>Knowledge of students' skills, knowledge, and language proficiency</th>
<th>Knowledge of students' interests and cultural heritage</th>
<th>Knowledge of students' special needs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Teacher displays little or no knowledge of students' skills, knowledge, and language proficiency and does not indicate that such knowledge is valuable.</td>
<td>Teacher recognizes the value of understanding students' skills and cultural heritage and displays such knowledge as a whole.</td>
<td>Teacher displays awareness of the importance of knowing students' special learning or medical needs, but such knowledge may be incomplete or inaccurate.</td>
</tr>
<tr>
<td>Teacher realizes the value of understanding students' skills, knowledge, and language proficiency but displays this knowledge only for the class as a whole.</td>
<td>Teacher recognizes the value of understanding students' interests and cultural heritage and displays this knowledge for students.</td>
<td>Teacher is aware of students' special learning and medical needs.</td>
</tr>
<tr>
<td>Teacher recognizes the value of understanding students' skills, knowledge, and language proficiency and displays this knowledge for groups of students.</td>
<td>Teacher recognizes the value of understanding students' interests and cultural heritage and displays this knowledge for individual students.</td>
<td>Teacher possesses information about each student's learning and medical needs; collecting such information from a variety of sources.</td>
</tr>
</tbody>
</table>

COMPONENT I C: SETTING INSTRUCTIONAL OUTCOMES

Elements: Value, sequence and alignment • Clarity • Balance • Suitability for diverse learners

<table>
<thead>
<tr>
<th>ELEMENT</th>
<th>UNSATISFACTORY</th>
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</tr>
</thead>
<tbody>
<tr>
<td>Value, sequence, and alignment</td>
<td>Outcomes represent low expectations for students and lack of rigor. They do not reflect important learning in the discipline or a connection to a sequence of learning.</td>
<td>Outcomes represent moderately high expectations and rigor. Some reflect important learning in the discipline and at least some connection to sequence of learning.</td>
<td>Most outcomes represent high expectations and rigor and important learning in the discipline. They are connected to a sequence of learning.</td>
<td>All outcomes represent high expectations and rigor and important learning in the discipline. They are connected to a sequence of learning both in the discipline and in related disciplines.</td>
</tr>
<tr>
<td>Clarity</td>
<td>Outcomes are either not clear or are stated as activities ties, not as student learning. Outcomes do not permit viable methods of assessment.</td>
<td>Outcomes are only moderately clear or consist of a combination of outcomes and activities. Some outcomes do not permit viable methods of assessment.</td>
<td>All the instructional outcomes are clear, written in the form of student learning. Most suggest viable methods of assessment.</td>
<td>All the outcomes are clearly written in the form of student learning, and permit viable methods of assessment.</td>
</tr>
<tr>
<td>Balance</td>
<td>Outcomes reflect only one type of learning and only one discipline or strand.</td>
<td>Outcomes reflect several types of learning, but teacher has made no attempt at coordination or integration.</td>
<td>Outcomes reflect several different types of learning and opportunities for coordination.</td>
<td>Where appropriate, outcomes reflect several different types of learning and opportunities for both coordination and application.</td>
</tr>
</tbody>
</table>

## Appendix I

### Danielson's Frameworks for Professional Practice

| Suitability, for diverse learners | Outcomes are not suitable for the class or are not based on any assessment of student needs. | Most of the outcomes are suitable for most of the students in the class based on global assessments of student learning. | Most of the outcomes are suitable for all students in the class and are based on evidence of student proficiency. However, the needs of some individual students may not be accommodated. | Outcomes are based on comprehensive assessments of student learning and take into account the varying needs individual students or groups. |

### Component 1 D: Demonstrating Knowledge of Resources

Elements: Resources for classroom use – Resources to extend content knowledge and pedagogy • Resources for students

#### Level of Performance

<table>
<thead>
<tr>
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</tr>
</thead>
<tbody>
<tr>
<td>Resources for classroom use</td>
<td>Teacher is unaware of resources for classroom use available through the school or district.</td>
<td>Teacher displays awareness of resources available for classroom use through the school or district but no knowledge of resources available more broadly.</td>
<td>Teacher displays awareness of resources available for classroom use through the school or district and some familiarity with resources external to the school and on the Internet.</td>
<td>Teacher’s knowledge of resources for classroom use is extensive, including those available through the school or district, in the community, through professional organizations and universities, and on the Internet.</td>
</tr>
<tr>
<td>Resources to extend content knowledge and pedagogy</td>
<td>Teacher is unaware of resources to enhance content and pedagogical knowledge available through the school or district.</td>
<td>Teacher displays awareness of resources to enhance content and pedagogical knowledge available through the school or district but no knowledge of resources available more broadly.</td>
<td>Teacher displays awareness of resources to enhance content and pedagogical knowledge available through the school or district and some familiarity with resources external to the school and on the Internet.</td>
<td>Teacher’s knowledge of resources to enhance content and pedagogical knowledge is extensive, including those available through the school or district, in the community, through professional organizations and universities, and on the Internet.</td>
</tr>
<tr>
<td>Resources for students</td>
<td>Teacher is unaware of resources for students available through the school or district.</td>
<td>Teacher displays awareness of resources for students available through the school or district but no knowledge of resources available more broadly.</td>
<td>Teacher displays awareness of resources for students available through the school or district and some familiarity with resources external to the school and on the Internet.</td>
<td>Teacher’s knowledge of resources for students is extensive, including those available through the school or district, in the community, and on the Internet.</td>
</tr>
</tbody>
</table>

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## APPENDIX I

**DANIELSON'S FRAMEWORKS FOR PROFESSIONAL PRACTICE**

### COMPONENT 1 E: DESIGNING COHERENT INSTRUCTION

Elements: Learning activities • Instructional materials and resources • Instructional groups • Lesson and unit structure

<table>
<thead>
<tr>
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</thead>
<tbody>
<tr>
<td>Learning activities</td>
<td>Learning activities are not suitable to students or to instructional outcomes and are not designed to engage students in active intellectual activity.</td>
<td>Only some of the learning activities are suitable to students or to the instructional outcomes. Some represent a moderate cognitive challenge, but with no differentiation for different students.</td>
<td>All of the learning activities are suitable to students or to the instructional outcomes, and most represent significant cognitive challenge, with some differentiation for different groups of students.</td>
<td>Learning activities are highly suitable to diverse learners support the instructional outcomes. They are all designed to engage students in high level cognitive activity and are differentiated, as appropriate, for individual learners.</td>
</tr>
<tr>
<td>Instructional materials and resources</td>
<td>Materials and resources are not suitable for students and do not support the instructional outcomes or engage students in meaningful learning.</td>
<td>Some of the materials and resources are suitable to students, support the instructional outcomes, and engage students in meaningful learning.</td>
<td>All of the materials and resources are suitable to students, support the instructional outcomes, and are designed to engage students in meaningful learning.</td>
<td>All of the materials and resources are suitable to students, support the instructional outcomes, and are designed to engage students in meaningful learning. There is evidence of appropriate use of technology and of student participation in selecting or adapting materials.</td>
</tr>
<tr>
<td>Instructional groups</td>
<td>Instructional groups do not support the instructional outcomes and offer no variety.</td>
<td>Instructional groups partially support the instructional outcomes, with an effort at providing some variety.</td>
<td>Instructional groups are varied as appropriate to the students and the different instructional outcomes.</td>
<td>Instructional groups are varied as appropriate to the students and the different instructional outcomes. There is evidence of student choice in selecting the different patterns of instructional groups.</td>
</tr>
<tr>
<td>Lesson and unit structure</td>
<td>The lesson or unit has no clearly defined structure, or the structure is chaotic. Activities do not follow an organized progression, and time allocations are unrealistic.</td>
<td>The lesson or unit has a recognizable structure, although the structure is not uniformly maintained throughout. Progression of activities is uneven, with most time allocations reasonable.</td>
<td>The lesson or unit has a clearly defined structure around which activities are organized. Progression of activities is even, with reasonable time allocations.</td>
<td>The lesson’s or unit’s structure is clear and allows for different pathways according to diverse student needs. The progression of activities is highly coherent.</td>
</tr>
</tbody>
</table>

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### COMPONENT 1: DESIGNING STUDENT ASSESSMENTS

Elements: Congruence with instructional outcomes • Criteria and standards • Design of formative assessments • Use for planning

<table>
<thead>
<tr>
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</thead>
<tbody>
<tr>
<td>Congruence with instructional outcomes</td>
<td>Assessment procedures are not congruent with instructional outcomes.</td>
<td>All the instructional outcomes are assessed through the proposed approach, but many are not.</td>
<td>Proposed approach to assessment is fully aligned with the instructional outcomes in both content and process. Assessment methodologies have been adapted for individual students, as needed.</td>
</tr>
<tr>
<td>Criteria and standards</td>
<td>Proposed approach contains no criteria or standards.</td>
<td>Assessment criteria and standards are clear.</td>
<td>Assessment criteria and standards are clear; there is evidence that the students contributed to their development.</td>
</tr>
<tr>
<td>Design of formative assessments</td>
<td>Teacher has no plan to incorporate formative assessment in the lesson or unit.</td>
<td>Teacher has a well developed strategy to using formative assessment and has designed particular approaches to be used.</td>
<td>Approach to using formative assessment is well designed and includes student as well as teacher use of the assessment information.</td>
</tr>
<tr>
<td>Use for planning</td>
<td>Teacher has no plans to use assessment results in designing future instruction.</td>
<td>Teacher plans to use assessment results to plan for future instruction for the class as a whole.</td>
<td>Teacher plans to use assessment results to plan future instruction for individual students.</td>
</tr>
</tbody>
</table>

### DOMAIN 2: THE CLASSROOM ENVIRONMENT

Component 2a: Creating an Environment of Respect and Rapport

Elements: Teacher interaction with students • Student interactions with other students

<table>
<thead>
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</thead>
<tbody>
<tr>
<td>Teacher interaction with students</td>
<td>Teacher interaction with at least some students is negative, demeaning, sarcasm, or inappropriate to the age or culture of the students. Students exhibit disrespect for the teacher.</td>
<td>Teacher student interactions are generally appropriate but may reflect occasional inconsistencies, favoritism, or disregard for students' cultures. Students exhibit only minimal respect for the teacher.</td>
<td>Teacher interactions with students reflect genuine respect and caring for individuals as well as groups of students. Students appear to trust the teacher with sensitive information.</td>
</tr>
<tr>
<td>Student interactions with other students</td>
<td>Student interactions are characterized by conflict, sarcasm, or put-downs.</td>
<td>Student interactions are generally polite and respectful.</td>
<td>Students demonstrate genuine caring for one another and monitor another's treatment of peers, correcting classmates respectfully when needed.</td>
</tr>
</tbody>
</table>
## APPENDIX I
**DANIELSON'S FRAMEWORKS FOR PROFESSIONAL PRACTICE**

### COMPONENT 2B: ESTABLISHING A CULTURE OF LEARNING

Elements: Importance of the content • Expectations for learning and achievement • Student pride in work

<table>
<thead>
<tr>
<th>ELEMENT</th>
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</tr>
</thead>
<tbody>
<tr>
<td>Importance of the content</td>
<td>Teacher or students convey a negative attitude toward the content, suggesting that it is not important or has been mandated by others.</td>
<td>Teacher communicates importance of the work but with little conviction but only mini mal apparent buy in by the students.</td>
<td>Teacher conveys genuine enthusiasm for the content, and students demonstrate consistent commitment to its value.</td>
<td>Students demonstrate through their active participation, curiosity, and taking initiative that they value the importance of the content.</td>
</tr>
<tr>
<td>Expectations for learning and achievement</td>
<td>Instructional outcomes, activities and assignments, and class room interactions convey low expectations for at least some students.</td>
<td>Instructional outcomes, activities and assignments, and classroom interactions convey only modest expectations for student learning and achievement.</td>
<td>Instructional outcomes, activities and assignments, and class room interactions convey high expectations for most students.</td>
<td>Instructional outcomes, activities and assignments', and classroom interactions convey high expectations for all students. Students appear to have internalized these expectations.</td>
</tr>
<tr>
<td>Student pride in work</td>
<td>Students demonstrate little or no pride in their work. They seem to be motivated by the desire to complete a task rather than to do high quality work.</td>
<td>Students minimally accept the responsibility to do good work but invest little of their energy into its quality.</td>
<td>Students accept the teacher's insistence on work of high quality and demonstrate pride in that work.</td>
<td>Students demonstrate attention to detail and take obvious pride in their work. Initiating improve menu in it by, for example, revising drafts on their own or helping peers.</td>
</tr>
</tbody>
</table>

### COMPONENT 2C: MANAGING CLASSROOM PROCEDURES

Elements: Management of instructional groups • Management of transitions • Management of materials and supplies • Performance of non-instructional duties • Supervision of volunteers and paraprofessionals

<table>
<thead>
<tr>
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</thead>
<tbody>
<tr>
<td>Management of instructional groups</td>
<td>Students not working with the teacher are not productively engaged in learning.</td>
<td>Students in only some groups are productively engaged in learning while unsupervised by the teacher.</td>
<td>Small group work is well organized, and most students are productively engaged in learning while unsupervised by the teacher.</td>
<td>Small group work is well organized, and students are productively engaged at all times, with students assuming responsibility for productivity.</td>
</tr>
<tr>
<td>Management of transitions</td>
<td>Transitions are chaotic, with much time lost between activities or lesson segments.</td>
<td>Only some transitions are efficient, resulting in some loss of instructional time.</td>
<td>Transitions occur smoothly, with little loss of instructional time.</td>
<td>Transitions are seamless, with students assuming responsibility in ensuring their efficient operation.</td>
</tr>
<tr>
<td>Management of materials and supplies</td>
<td>Materials and supplies are handled inefficiently, resulting in significant loss of instructional time.</td>
<td>Routines for handling materials and supplies function moderately well, but with some loss of instructional time.</td>
<td>Routines for handling materials and supplies occur smoothly, with little loss of instructional time.</td>
<td>Routines for handling materials and supplies are seamless, with students assuming some responsibility for smooth operation.</td>
</tr>
<tr>
<td>Performance of non-instructional duties</td>
<td>Considerable instructional time is lost in performing non-instructional duties.</td>
<td>Systems for performing non-instructional duties are only fairly efficient, resulting in some loss of instructional time.</td>
<td>Efficient systems for performing non-instructional duties are in place, resulting in minimal loss of instructional time.</td>
<td>Systems for performing non-instructional duties are well established, with students assuming considerable responsibility for efficient operation.</td>
</tr>
</tbody>
</table>


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### DANIELSON'S FRAMEWORKS FOR PROFESSIONAL PRACTICE

<table>
<thead>
<tr>
<th>Supervision of volunteers and paraprofessionals</th>
<th>Volunteers and paraprofessionals have no clearly defined duties and are idle most of the time.</th>
<th>Volunteers and paraprofessionals are productively engaged during portions of class time but require frequent supervision.</th>
<th>Volunteers and paraprofessionals are productively and independently engaged during the entire class.</th>
<th>Volunteers and paraprofessionals make a substantive contribution to the classroom environment.</th>
</tr>
</thead>
</table>

### COMPONENT 2D: MANAGING STUDENT BEHAVIOR

**Elements:** Expectations • Monitoring of student behavior • Response to student misbehavior

<table>
<thead>
<tr>
<th>ELEMENT</th>
<th>UNSATISFACTORY</th>
<th>BASIC</th>
<th>PROFICIENT</th>
<th>Distinguished</th>
</tr>
</thead>
<tbody>
<tr>
<td>Expectations</td>
<td>No standards of conduct appear to have been established, or students are confused as to what the standards are.</td>
<td>Standards of conduct appear to have been established, and most students seem to understand them.</td>
<td>Standards of conduct are clear to all students.</td>
<td>Standards of conduct are clear to all students and appear to have been developed with student participation.</td>
</tr>
<tr>
<td>Monitoring of student behavior</td>
<td>Student behavior is not monitored, and teacher is unaware of what the students are doing.</td>
<td>Teacher is generally aware of student behavior but may miss the activities of some students.</td>
<td>Teacher is alert to student behavior at all times.</td>
<td>Monitoring by teacher is subtle and preventative. Students monitor their own and their peers' behavior, correcting one another respectfully.</td>
</tr>
<tr>
<td>Response to student misbehavior</td>
<td>Teacher does not respond to misbehavior, or the response is inconsistent, is overly repressive, or does not respect the student's dignity.</td>
<td>Teacher attempts to respond to student misbehavior but with uneven results, or there are no major infractions of the rules.</td>
<td>Teacher response to misbehavior is appropriate and successful and respects the student's dignity, or student behavior is generally appropriate.</td>
<td>Teacher response to misbehavior is highly effective and sensitive to students' individual needs, or student behavior is entirely appropriate.</td>
</tr>
</tbody>
</table>

### COMPONENT 2E: ORGANIZING PHYSICAL SPACE

**Elements:** Safety and accessibility • Arrangement of furniture and use of physical resources

<table>
<thead>
<tr>
<th>ELEMENT</th>
<th>UNSATISFACTORY</th>
<th>BASIC</th>
<th>PROFICIENT</th>
<th>Distinguished</th>
</tr>
</thead>
<tbody>
<tr>
<td>Safety and accessibility</td>
<td>The classroom is unsafe, or learning is not accessible to some students.</td>
<td>The classroom is safe, and at least essential learning is accessible to most students.</td>
<td>The classroom is safe, and learning is equally accessible to all students.</td>
<td>The classroom is safe, and students themselves ensure that all learning is equally accessible to all students.</td>
</tr>
<tr>
<td>Arrangement of furniture and use of physical resources</td>
<td>The furniture arrangement hinders the learning activities, or the teacher makes poor use of physical resources.</td>
<td>Teacher uses physical resources adequately. The furniture may be adjusted for a lesson, but with limited effectiveness.</td>
<td>Teacher uses physical resources skillfully, and the furniture arrangement is a resource for learning activities.</td>
<td>Both teacher and students use physical resources easily and skillfully, and students adjust the furniture to advance their learning.</td>
</tr>
</tbody>
</table>

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DOMAIN 3: INSTRUCTION

COMPONENT 3A: COMMUNICATING WITH STUDENTS
Elements: Expectations for learning • Directions and procedures • Explanations of content • Use of oral and written language

<table>
<thead>
<tr>
<th>ELEMENT</th>
<th>UNSATISFACTORY</th>
<th>BASIC</th>
<th>PROFICIENT</th>
<th>DISTINGUISHED</th>
</tr>
</thead>
<tbody>
<tr>
<td>Expectations for learning</td>
<td>Teacher’s purpose in a lesson or unit is unclear to students.</td>
<td>Teacher attempts to explain the instructional purpose, with limited success.</td>
<td>Teacher’s purpose for the lesson or unit is clear, including where it is situated within broader learning.</td>
<td>Teacher makes the purpose of the lesson or unit clear, including, where it is situated within broader learning, linking that purpose to student interests.</td>
</tr>
<tr>
<td>Directions and procedures</td>
<td>Teacher’s directions and procedures are confusing to students.</td>
<td>Teacher’s directions and procedures are clarified after initial student confusion.</td>
<td>Teacher’s directions and procedures are clear to students.</td>
<td>Teacher’s directions and procedures are clear to students and anticipate possible student misunderstanding.</td>
</tr>
<tr>
<td>Explanations of content</td>
<td>Teacher’s explanation of the content is unclear or confusing or uses inappropriate language.</td>
<td>Teacher’s explanation of the content is uneven; some is done skillfully, but other portions are difficult to follow.</td>
<td>Teacher’s explanation of content is appropriate and connects with students’ knowledge and experience.</td>
<td>Teacher’s explanation of content is imaginative and connects with students’ knowledge and experience. Students contribute to explaining concepts to their peers.</td>
</tr>
<tr>
<td>Use of oral and written language</td>
<td>Teacher’s spoken language is inaudible, or written language is illegible. Spoken or written language contains errors of grammar or syntax. Vocabulary may be inappropriate, vague, or used incorrectly, leaving students confused.</td>
<td>Teacher’s spoken language is audible, and written language is legible. Both are used correctly and conform to standard English. Vocabulary is correct but limited or is not appropriate to the students’ ages or backgrounds.</td>
<td>Teacher’s spoken and written language is clear and correct and conforms to standard English. Vocabulary is appropriate to the students’ ages and interests.</td>
<td>Teacher’s spoken and written language is correct and conforms to standard English. It is also expressive, with well chosen vocabulary that enriches the lesson. Teacher finds opportunities to extend students’ vocabularies.</td>
</tr>
</tbody>
</table>

COMPONENT 3B: USING QUESTIONING AND DISCUSSION TECHNIQUES
Elements: Quality of questions - Discussion techniques - Student participation

<table>
<thead>
<tr>
<th>ELEMENT</th>
<th>UNSATISFACTORY</th>
<th>BASIC</th>
<th>PROFICIENT</th>
<th>DISTINGUISHED</th>
</tr>
</thead>
<tbody>
<tr>
<td>Quality of questions</td>
<td>Teacher’s questions are virtually all of poor quality, with low cognitive challenge and single correct responses, and they are asked in rapid succession.</td>
<td>Teacher’s questions are a combination of low and high quality, posed in rapid succession. Only some invite a thoughtful response.</td>
<td>Most of the teacher’s questions are of high quality. Adequate time is provided for students to respond.</td>
<td>Teacher’s questions are of uniformly high quality, with adequate time for students to respond. Students formulate many questions.</td>
</tr>
<tr>
<td>Discussion techniques</td>
<td>Interaction between teacher and students is predominantly recitation style, with the teacher mediating all</td>
<td>Teacher makes some attempt to engage students in genuine discussion rather than recitation, with uneven response.</td>
<td>Teacher creates a genuine discussion among students, stepping aside when appropriate.</td>
<td>Students assume considerable responsibility for the success of the discussion, initiating topics and making un-</td>
</tr>
</tbody>
</table>
## Appendix I
### Danielson’s Frameworks for Professional Practice

<table>
<thead>
<tr>
<th>Questions and Answers</th>
<th>Suits</th>
<th>Solicited Contributions</th>
</tr>
</thead>
<tbody>
<tr>
<td>Student participation</td>
<td>A few students dominate the discussion.</td>
<td>Teacher attempts to engage all students in the discussion, but with only limited success.</td>
</tr>
</tbody>
</table>

## Component 3C: Engaging Students in Learning

Elements: Activities and assignments • Grouping of students • Instructional materials and resources • Structure and pacing

### Level of Performance

<table>
<thead>
<tr>
<th>Element</th>
<th>Unsatisfactory</th>
<th>Basic</th>
<th>Proficient</th>
<th>Distinguished</th>
</tr>
</thead>
<tbody>
<tr>
<td>Activities and assignments</td>
<td>Activities and assignments are inappropriate for students’ age or background. Students are not mentally engaged in them.</td>
<td>Activities and assignments are appropriate to some students and engage them mentally, but others are not engaged.</td>
<td>Most activities and assignments are appropriate to students, and almost all students are cognitively engaged in exploring content.</td>
<td>All students are cognitively engaged in the activities and assignments in their exploration of content. Students initiate or adapt activities and projects to enhance their understanding.</td>
</tr>
<tr>
<td>Grouping of students</td>
<td>Instructional groups are inappropriate to the students or to the instructional outcomes.</td>
<td>Instructional groups are only partially appropriate to the students or only moderately successful in advancing the instructional outcomes of the lesson.</td>
<td>Instructional groups are productive and fully appropriate to the students or to the instructional purposes of the lesson.</td>
<td>Instructional groups are productive and fully appropriate to the students or to the instructional purposes of the lesson. Students take the initiative to influence the formation or adjustment of instructional groups.</td>
</tr>
<tr>
<td>Instructional materials and resources</td>
<td>Instructional materials and resources are unsuitable to the instructional purposes or do not engage students mentally.</td>
<td>Instructional materials and resources are only partially suitable to the instructional purposes, or students are only partially mentally engaged with them.</td>
<td>Instructional materials and resources are suitable to the instructional purposes and engage students mentally.</td>
<td>Instructional materials and resources are suitable to the instructional purposes and engage students mentally. Students initiate the choice, adaptation, or creation of materials to enhance their learning.</td>
</tr>
<tr>
<td>Structure and pacing</td>
<td>The lesson has no clearly defined structure, or the pace of the lesson is too slow or rushed, or both.</td>
<td>The lesson has a recognizable structure, although it is not uniformly maintained throughout the lesson. Pacing of the lesson is inconsistent.</td>
<td>The lesson has a clearly defined structure around which the activities are organized. Pacing of the lesson is generally appropriate.</td>
<td>The lesson’s structure is highly coherent, allowing for reflection and closure. Pacing of the lesson is appropriate for all students.</td>
</tr>
</tbody>
</table>

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**DANIELSON’S FRAMEWORKS FOR PROFESSIONAL PRACTICE**

**COMPONENT 3D: USING ASSESSMENT IN INSTRUCTION**

Elements: Assessment criteria • Monitoring of student learning • Feedback to students • Student self-assessment and monitoring of progress

<table>
<thead>
<tr>
<th>LEVEL OF PERFORMANCE</th>
<th>ELEMENT</th>
<th>UNSATISFACTORY</th>
<th>BASIC</th>
<th>PROFICIENT</th>
<th>Distinguished</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Assessment criteria</strong></td>
<td>Students are not aware of the criteria and performance standards by which their work will be evaluated.</td>
<td>Students know some of the criteria and performance standards by which their work will be evaluated.</td>
<td>Students are fully aware of the criteria and performance standards by which their work will be evaluated.</td>
<td>Students are fully aware of the criteria and performance standards by which their work will be evaluated and have contributed to the development of the criteria.</td>
<td></td>
</tr>
<tr>
<td><strong>Monitoring of student learning</strong></td>
<td>Teacher does not monitor student learning in the curriculum.</td>
<td>Teacher monitors the progress of the class as a whole but elicits no diagnostic information.</td>
<td>Teacher monitors the progress of groups of students in the curriculum, making limited use of diagnostic prompts to elicit information.</td>
<td>Teacher actively and systematically elicits diagnostic information from individual students regarding their understanding and monitors the progress of individual students.</td>
<td></td>
</tr>
<tr>
<td><strong>Feedback to students</strong></td>
<td>Teacher's feedback to students is of poor quality and not provided in a timely manner.</td>
<td>Teacher's feedback to students is uneven, and its timeliness is inconsistent.</td>
<td>Teacher's feedback to students is timely and of consistently high quality.</td>
<td>Teacher’s feedback to students is timely and of consistently high quality, and students make use of the feedback in their learning.</td>
<td></td>
</tr>
<tr>
<td><strong>Student self-assessment and monitoring of progress</strong></td>
<td>Students do not engage in self-assessment or monitoring of progress.</td>
<td>Students occasionally assess the quality of their own work against the assessment criteria and performance standards.</td>
<td>Students frequently assess and monitor the quality of their own work against the assessment criteria and performance standards.</td>
<td>Students not only frequently assess and monitor the quality of their own work against the assessment criteria and performance standards but also make active use of that information in their learning.</td>
<td></td>
</tr>
</tbody>
</table>

**COMPONENT 3E: DEMONSTRATING FLEXIBILITY AND RESPONSIVENESS**

Elements: Lesson adjustment • Response to students • Persistence

<table>
<thead>
<tr>
<th>LEVEL OF PERFORMANCE</th>
<th>ELEMENT</th>
<th>UNSATISFACTORY</th>
<th>BASIC</th>
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</tr>
</thead>
<tbody>
<tr>
<td><strong>Lesson adjustment</strong></td>
<td>Teacher adheres rigidly to an instructional plan, even when a change is clearly needed.</td>
<td>Teacher attempts to adjust a lesson when needed, with only partially successful results.</td>
<td>Teacher makes a minor adjustment to a lesson, and the adjustment occurs smoothly.</td>
<td>Teacher successfully makes a major adjustment to a lesson when needed.</td>
<td></td>
</tr>
<tr>
<td><strong>Response to students</strong></td>
<td>Teacher ignores or brushes aside students’ questions or interests.</td>
<td>Teacher attempts to accommodate students’ questions or interests, although the pacing of the lesson is disrupted.</td>
<td>Teacher successfully accommodates students’ questions or interests.</td>
<td>Teacher seizes a major opportunity to enhance learning, building on student interests or a spontaneous event.</td>
<td></td>
</tr>
<tr>
<td><strong>Persistence</strong></td>
<td>When a student has difficulty learning, the teacher either gives up or blames the student or the student’s home environment.</td>
<td>Teacher accepts responsibility for the success of all students but has only a limited repertoire of instructional strategies to draw on.</td>
<td>Teacher persists in seeking approaches for students who have difficulty learning, drawing on a broad repertoire of strategies.</td>
<td>Teacher persists in seeking effective approaches for students who need help, using an extensive repertoire of strategies and soliciting additional resources.</td>
<td></td>
</tr>
</tbody>
</table>


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From the school.

DOMAIN 4: PROFESSIONAL RESPONSIBILITIES

COMPONENT 4A: REFLECTING ON TEACHING
Elements: Accuracy • Use in future teaching

<table>
<thead>
<tr>
<th>LEVEL OF PERFORMANCE</th>
<th>UNSATISFACTORY</th>
<th>BASIC</th>
<th>PROFICIENT</th>
<th>DISTINGUISHED</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accuracy</td>
<td>Teacher does not know whether a lesson was effective or achieved its instructional outcomes, or teacher profoundly misjudges the success of a lesson.</td>
<td>Teacher has a generally accurate impression of a lesson's effectiveness and the extent to which instructional outcomes were met.</td>
<td>Teacher makes an accurate assessment of a lesson's effectiveness and the extent to which it achieved its instructional outcomes and can cite general references to support the judgment.</td>
<td>Teacher makes a thoughtful and accurate assessment of a lesson's effectiveness and the extent to which it achieved its instructional outcomes, citing many specific examples from the lesson and within the relative strength of each.</td>
</tr>
<tr>
<td>Use in future teaching</td>
<td>Teacher has no suggestions for how a lesson could be improved another time the lesson is taught.</td>
<td>Teacher makes general suggestions about how a lesson could be improved another time the lesson is taught.</td>
<td>Teacher makes a few specific suggestions of what could be tried another time the lesson is taught.</td>
<td>Drawing on an extensive repertoire of skills, teacher offers specific alternative actions, complete with the probable success of different courses of action.</td>
</tr>
</tbody>
</table>

COMPONENT 4B: MAINTAINING ACCURATE RECORDS
Elements: Student completion of assignments • Student progress in learning • Non-instructional records

<table>
<thead>
<tr>
<th>LEVEL OF PERFORMANCE</th>
<th>UNSATISFACTORY</th>
<th>BASIC</th>
<th>PROFICIENT</th>
<th>DISTINGUISHED</th>
</tr>
</thead>
<tbody>
<tr>
<td>Student completion of assignments</td>
<td>Teacher's system for maintaining information on student completion of assignments is in disarray.</td>
<td>Teacher's system for maintaining information on student completion of assignments is rudimentary and only partially effective.</td>
<td>Teacher's system for maintaining information on student completion of assignments is fully effective.</td>
<td>Teacher's system for maintaining information on student completion of assignments is fully effective. Students participate in maintaining the records.</td>
</tr>
<tr>
<td>Student progress in learning</td>
<td>Teacher has no system for maintaining information on student progress in learning, or the system is in disarray.</td>
<td>Teacher's system for maintaining information on student progress in learning is rudimentary and only partially effective.</td>
<td>Teacher's system for maintaining information on student progress in learning is fully effective.</td>
<td>Teacher's system for maintaining information on student progress in learning is fully effective. Students contribute information and participate in interpreting the records.</td>
</tr>
<tr>
<td>Non-instructional records</td>
<td>Teacher's records for non-instructional activities are in disarray, resulting in errors and confusion.</td>
<td>Teacher's records for non-instructional activities are adequate, but they require frequent monitoring to avoid errors.</td>
<td>Teacher's system for maintaining information on non-instructional activities is fully effective.</td>
<td>Teacher's system for maintaining information on non-instructional activities is highly effective, and students contribute to its maintenance.</td>
</tr>
</tbody>
</table>


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### DANIELSON'S FRAMEWORKS FOR PROFESSIONAL PRACTICE

#### COMPONENT 4C: COMMUNICATING WITH FAMILIES

Elements: Information about the instructional program • Information about individual students • Engagement of families in the instructional program

<table>
<thead>
<tr>
<th>LEVEL OF PERFORMANCE</th>
<th>UNSATISFACTORY</th>
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<th>PROFICIENT</th>
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</tr>
</thead>
<tbody>
<tr>
<td><strong>Information about the instructional program</strong></td>
<td>Teacher provides little or no information about the instructional program to families.</td>
<td>Teacher participates in the school's activities for family communication but offers little additional information.</td>
<td>Teacher provides frequent information to families, as appropriate, about the instructional program.</td>
<td>Teacher provides frequent information to families, as appropriate, about the instructional program. Students participate in preparing materials for their families.</td>
</tr>
<tr>
<td><strong>Information about individual students</strong></td>
<td>Teacher provides minimal information to families about individual students, or the communication is inappropriate to the cultures of the families. Teacher does not respond, or responds insensitively, to family concerns about students.</td>
<td>Teacher adheres to the school's required procedures for communicating with families. Responses to family concerns are minimal or may reflect occasional insensitivity to cultural norms.</td>
<td>Teacher communicates with families about students' progress on a regular basis, respecting cultural norms, and is available as needed to respond to family concerns.</td>
<td>Teacher provides information to families frequently on student progress, with students contributing to the design of the system. Response to family concerns is handled with great professional and cultural sensitivity.</td>
</tr>
<tr>
<td><strong>Engagement of families in the instructional program</strong></td>
<td>Teacher makes no attempt to engage families in the instructional program, or such efforts are inappropriate.</td>
<td>Teacher makes modest and partially successful attempts to engage families in the instructional program.</td>
<td>Teacher's efforts to engage families in the instructional program are frequent and successful.</td>
<td>Teacher's efforts to engage families in the instructional program are frequent and successful. Students contribute ideas for projects that could be enhanced by family participation.</td>
</tr>
</tbody>
</table>

#### COMPONENT 4D: PARTICIPATING IN A PROFESSIONAL COMMUNITY

Elements: Relationships with colleagues • Involvement in a culture of professional inquiry • Service to the school • Participation in school and district projects

<table>
<thead>
<tr>
<th>LEVEL OF PERFORMANCE</th>
<th>UNSATISFACTORY</th>
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<th>PROFICIENT</th>
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</tr>
</thead>
<tbody>
<tr>
<td><strong>Relationships with colleagues</strong></td>
<td>Teacher's relationships with colleagues are negative or self-serving.</td>
<td>Teacher maintains cordial relationships with colleagues to fulfill duties that the school or district requires.</td>
<td>Relationships with colleagues are characterized by mutual support and cooperation.</td>
<td>Relationships with colleagues are characterized by mutual support and cooperation. Teacher takes initiative in assuming leadership among the faculty.</td>
</tr>
<tr>
<td><strong>Involvement in a culture of professional inquiry</strong></td>
<td>Teacher avoids participation in a culture of inquiry, resisting opportunities to become involved.</td>
<td>Teacher becomes involved in the school's culture of inquiry when invited to do so.</td>
<td>Teacher actively participates in a culture of professional inquiry.</td>
<td>Teacher takes a leadership role in promoting a culture of professional inquiry.</td>
</tr>
<tr>
<td><strong>Service to the school</strong></td>
<td>Teacher avoids becoming involved in school events.</td>
<td>Teacher participates in school events when specifically asked.</td>
<td>Teacher volunteers to participate in school events, making a substantial contribution.</td>
<td>Teacher volunteers to participate in school events, making a substantial contribution, and assumes a leadership role in at least one aspect of school life.</td>
</tr>
</tbody>
</table>

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<table>
<thead>
<tr>
<th>Participation in school and district projects</th>
<th>Teacher avoids becoming involved in school and district projects.</th>
<th>Teacher participates in school and district projects when specifically asked.</th>
<th>Teacher volunteers to participate in school and district projects, making a substantial contribution.</th>
<th>Teacher volunteers to participate in school and district projects, making a substantial contribution, and assumes a leadership role in a major school or district project.</th>
</tr>
</thead>
</table>

## COMPONENT 4E: GROWING AND DEVELOPING PROFESSIONALLY

Elements: Enhancement of content knowledge and pedagogical skill • Receptivity to feedback from colleagues • Service to the profession

<table>
<thead>
<tr>
<th>ELEMENT</th>
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</tr>
</thead>
<tbody>
<tr>
<td>Enhancement of content knowledge and pedagogical skill</td>
<td>Teacher engages in no professional development activities to enhance knowledge or skill.</td>
<td>Teacher participates in professional activities to a limited extent when they are convenient.</td>
<td>Teacher seeks out opportunities for professional development to enhance content knowledge and pedagogical skill.</td>
<td>Teacher seeks out opportunities for professional development and makes a systematic effort to conduct action research.</td>
</tr>
<tr>
<td>Receptivity to feedback from colleagues</td>
<td>Teacher resists feedback on teaching performance from either supervisors or more experienced colleagues.</td>
<td>Teacher accepts, with some reluctance, feedback on teaching performance from both supervisors and professional colleagues.</td>
<td>Teacher welcomes feedback from colleagues when made by supervisors or when opportunities arise through professional collaboration.</td>
<td>Teacher seeks out feedback on teaching from both supervisors and colleagues.</td>
</tr>
<tr>
<td>Service to the profession</td>
<td>Teacher makes no effort to share knowledge with others or to assume professional responsibilities.</td>
<td>Teacher finds limited ways to contribute to the profession.</td>
<td>Teacher participates actively in assisting other educators.</td>
<td>Teacher initiates important activities to contribute to the profession.</td>
</tr>
</tbody>
</table>

## COMPONENT 4F: SHOWING PROFESSIONALISM

Elements: Integrity and ethical conduct • Service to students • Advocacy • Decision making • Compliance with school and district regulations

<table>
<thead>
<tr>
<th>ELEMENT</th>
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<th>BASIC</th>
<th>PROFICIENT</th>
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</tr>
</thead>
<tbody>
<tr>
<td>Integrity and ethical conduct</td>
<td>Teacher displays dishonesty in interactions with colleagues, students, and the public.</td>
<td>Teacher is honest in interactions with colleagues, students, and the public.</td>
<td>Teacher displays high standards of honesty, integrity, and confidentiality in interactions with colleagues, students, and the public.</td>
<td>Teacher can be counted on to hold the highest standards of honesty, integrity, and confidentiality and takes a leadership role with colleagues.</td>
</tr>
<tr>
<td>Service to students</td>
<td>Teacher is not alert to students' needs.</td>
<td>Teacher's attempts to serve students are inconsistent.</td>
<td>Teacher is active in serving students.</td>
<td>Teacher is highly proactive in serving students, seeking resources when needed.</td>
</tr>
<tr>
<td>Advocacy</td>
<td>Teacher contributes to school practices that result in some students being ill served by the school.</td>
<td>Teacher does not knowingly contribute to some students being ill served by the school.</td>
<td>Teacher works to ensure that all students receive a fair opportunity to succeed.</td>
<td>Teacher makes a concerted effort to challenge negative attitudes or practices to ensure that all students, particularly those traditionally underserved, are honored in the school.</td>
</tr>
</tbody>
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MEFA-MECS Agreement 2007-2011

66
## APPENDIX I

**DANIELSON’S FRAMEWORKS FOR PROFESSIONAL PRACTICE**

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<th>Teacher makes decisions and recommendations based on self-serving interests.</th>
<th>Teacher's decisions and recommendations are based on limited though genuinely professional considerations.</th>
<th>Teacher maintains an open mind and participates in team or departmental decision making.</th>
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<td>Teacher complies minimally with school and district regulations, doing just enough to get by.</td>
<td>Teacher complies fully with school and district regulations.</td>
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<td>Teacher complies fully with school and district regulations.</td>
<td>Teacher complies fully with school and district regulations, taking a leadership role with colleagues.</td>
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MEFA-MECS Agreement 2007-2011

67
## APPENDIX J

### 2007-2011—Salary Schedule—Teaching Assistant

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Salary Schedule—Teaching Assistant

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**Agreement Between MEFA-MECS for 2007-2011**

68
### APPENDIX K

#### 2007-2011—SALARY SCHEDULE-TEACHERS

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**Salary Schedule-Teachers**

**AGREEMENT BETWEEN MEFA-MECS FOR 2007-2011**

69
**APPENDIX K**

**2007-2011—SALARY SCHEDULE—TEACHERS**

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