

AGREEMENT BETWEEN THE
CHERRY VALLEY-SPRINGFIELD
TEACHERS' ASSOCIATION

and the

SUPERINTENDENT OF SCHOOLS

of the

CHERRY VALLEY-SPRINGFIELD CENTRAL
SCHOOL DISTRICT

July 1, 2021 – JUNE 30, 2024

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ARTICLE 1 PREAMBLE

This agreement entered into by and between the Board of Education of the Cherry Valley-Springfield Central School District, hereinafter called the "Board", and the Cherry Valley-Springfield Teachers' Association, hereinafter called the "Association."

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of Cherry Valley-Springfield is their mutual aim and that the character of such education depends predominantly upon the quality and morale of the teaching service, and

WHEREAS, the members of the teaching profession are particularly qualified to assist in formulating policies and programs designed to improve educational standards, and

WHEREAS, the Board has a statutory obligation pursuant to Article 14 of the Civil Service Law (Chapter 392 of the Laws of 1967, Public Employees' Fair Employment Act), to negotiate with the Association as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this agreement,

In consideration of the following mutual covenant, it is hereby agreed as follows:

ARTICLE II RECOGNITION

2.1 The Cherry Valley-Springfield Central School Board of Education, having determined that the Cherry Valley-Springfield School Teachers' Association is supported by a majority of the teachers and teacher assistants unit composed of all professional, certificated personnel except the Chief Executive Officer and Building Principals, Business Official, Director of Special Education, Director of Technology and Athletic Director position hereby recognizes the Cherry Valley-Springfield Central School Teachers' Association as the exclusive negotiating agent for the teachers in such unit. Hereinafter the word teacher will mean teacher and teacher assistants, as well as Chief Information Officer and Long Term Substitute unless specified otherwise.

2.2 The Board agrees not to negotiate with any other teacher organization other than the Association.

ARTICLE III MAINTENANCE OF STANDARDS

3.1 All conditions of employment and general working conditions shall be maintained at not less than the highest minimum standards in effect in the Cherry Valley-Springfield Central School at the time this agreement is executed, provided that such conditions shall be improved for the benefit of teachers as required by this agreement.

3.2 This agreement shall not be interpreted or applied in any manner which will in any way deprive teachers of professional and/or employment benefits and/or advantages heretofore enjoyed. Except as required by this agreement, the duties and responsibilities of the teachers in any position in the negotiating unit will not be substantially altered or in any way increased without prior negotiation with the Association.

3.3 If any provision of this negotiation's instrument or any application of this agreement is found to be contrary to law or negates responsibilities assigned to the Board by law, it shall be deemed invalid.

3.4 This article does not apply to standards in effect prior to July 1, 1987.

ARTICLE IV NEGOTIATION PROCEDURES

4.1 It is contemplated that terms and conditions of employment provided in this Agreement shall remain in effect for the duration of the Agreement. Nevertheless, because of the special nature of the public educational process, it is likewise recognized that matters may from time to time arise of vital mutual concern of the parties which have not been previously negotiated between them. It is in the public interest that the opportunity for mutual discussion of such matters be provided. The parties accordingly agree to cooperate in arranging meetings, selecting representatives for discussion, furnishing necessary information and otherwise constructively considering and resolving any such matters.

4.2 No later than February 1 of the year the contract expires the parties will enter into good-faith negotiations over a successor agreement.

4.3 Neither party in any negotiations shall have any control over the selection of the negotiate or negotiating 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, consider proposals, and reach compromises in the course of negotiations.

ARTICLE V GRIEVANCE PROCEDURES

Section I - Declaration of Purpose

WHEREAS, 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, at the lowest possible administrative level, equitable solutions to alleged grievances of teachers through procedures under which they may present grievances free from coercion, interference, restraint, discrimination or reprisal, and by which the Board of Education (hereinafter sometimes referred to as the Board) and its teachers are afforded adequate opportunity to dispose of their differences without the necessity of time consuming and costly proceedings before administrative agencies and/or in the courts.

Section 1.A- Labor Management Meetings

To facilitate the purpose described above, the District and Association agree to develop and maintain an ongoing labor management process for the purpose of reviewing and discussing issues of importance or concern of either party. As part of this the District and Association agree to create a structure that provides for regularly scheduled meetings and components that contribute to effective meetings. It is the purpose of this understanding that this process will assist in the maintenance of harmonious relationships and the resolution of disagreements as informally as possible.

Section 2 - Definitions

2.1. A grievance is a claim by any teacher or group of teachers in the negotiating unit based upon any event or condition affecting their welfare and/or terms and conditions of employment including, but not limited to, any claimed violation, misinterpretation, misapplication or inequitable application of this agreement, practices or policies that affect terms and conditions of employment.

2.2. The term Supervisor shall mean any department chairman, principal, assistant principal, immediate superior, or other administrative or supervisory officer responsible for the area in which an alleged grievance arises except for the chief executive officer.

2.3. The Chief Executive Officer is the Superintendent of Schools.

2.4. Association shall mean Cherry Valley-Springfield Teachers Association.

2.5. Aggrieved Party shall mean any person or group of persons in the negotiating unit filing a grievance.

2.6. Party in Interest shall mean the Grievance Committee of the Association and/or any party named in a grievance who is not the aggrieved party.

2.7. Grievance Committee is the committee created and constituted by the Cherry Valley-Springfield Teachers Association.

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

Section III - Procedures

3.1. All grievances shall include the name and position of the aggrieved party, the identity of the provision of law, this agreement, policies, etc., involved in the said grievance, the time when and the place where the alleged events or conditions constituting the grievance existed, the identity of the party responsible for causing the said events or conditions, if known to the aggrieved party, and a general statement of the nature of the grievance and the redress sought by the aggrieved party.

3.2. Except for informal decisions at stage 1A, all decisions shall be rendered in writing at each step of the grievance procedure, setting forth findings of fact, conclusions, and supporting reasons therefore. Each decision shall be promptly transmitted to the teacher and the Association.

3.3. If a grievance affects a group of teachers and appears to be associated with system-wide policies, it may be submitted by the Association directly at Stage 2 described below.

3.4. The preparation and processing of grievances, insofar as practicable, shall be conducted during the hours of employment. All reasonable effort will be made to avoid interruption of classroom activity and to avoid involvement of students in any phase of the grievance procedure.

3.5. The Board of Education and the Association agree to facilitate any investigation which may be required and to make available any and all material and relevant documents, communications, and records deemed necessary by the Board concerning the alleged grievances.

3.6. Except as otherwise provided in Article 5.1A and 5.1B, an aggrieved party and any party in interest shall have the right at all stages of a grievance to confront and cross-examine all witnesses called against him, to testify and to call witnesses on his own behalf, and to be furnished with a copy of any minutes of the Proceedings made at each and every stage of this grievance procedure.

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

3.8. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

3.9. Nothing contained herein will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance informally adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement and the Association has been given an opportunity to be present at such adjustment and to state its views on the grievance. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon either of the parties to this agreement in future proceedings.

3.10. If any provision of this grievance procedure or any application thereof to any teacher or group of teachers in the negotiating unit shall be finally determined by any court to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or application will continue in full force and effect.

3.11. The Chief Executive Officer shall be responsible for accumulating and maintaining an Official Grievance Record which shall consist of the written grievance, all exhibits, transcripts, communications, minutes and/or notes of testimony, as the case may be, written arguments and briefs considered at all levels other than Stage 1A and all written decisions at all stages. Official minutes will be kept at Board expense of all proceedings in Stages 2, 3, and 4. A copy of such minutes will be made available to the aggrieved party and the Grievance Committee within two days after the conclusion of hearings at Stages 2, 3, and 4, advise the appropriate hearing officer of any errors in said minutes. Any such claim of error in the minutes shall become part of the Official Grievance Record and the hearing officer shall indicate the determination made respecting such claimed error. The Official Grievance Record shall be available for inspection and/or copying by the Aggrieved Party, the Grievance Committee, and the Board, but shall not be deemed a public record.

3.12. The existence of the procedure hereby established shall not be deemed to require any teacher to pursue the remedies here provided and shall not, in any manner, impair or limit the right of any teacher to pursue any other remedies available in any other form.

Section IV - Time Limits

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

4.2. No written grievance will be entertained as described below, and such grievance will be deemed waived unless written grievance is forwarded at the first available stages within sixty (60) days after the teacher knew or should have known of the act or condition on which the grievance is based.

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

4.4. Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party, his representatives and/or the Association within the specified time limit shall permit the lodging of an appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.

4.5. In the event a grievance is filed on or after June 1, upon request by or on behalf of the aggrieved party, the time limits set forth herein will be reduced prorate so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is possible.

Section V - Stages

5.1. Stage 1: Supervisor

- a) A teacher having a grievance will discuss it with his supervisor either directly or through a representative, with the objective of resolving the matter informally. The supervisor will confer with all parties in interest but, in arriving at his decision, will not consider any material or statements offered by or on behalf of any such party in interest with whom consultation has been had without the aggrieved party or his representative present. If the teacher submits the grievance through a representative, the teacher may be present during the discussion of the grievance.
- b) If the grievance is not resolved informally, it shall be reduced to writing and presented to the supervisor. Within fifteen (15) school days after the written grievance is presented to him, the supervisor shall, without any further consultation with the aggrieved party or any party in interest, render a decision thereon, in writing, and present it to the teacher, his representative, and the Association.

5.2. Stage 2: Chief Executive Officer

- a) If the teacher initiating the grievance is not satisfied with the written decision at the conclusion of Stage 1 and wishes to proceed further under this grievance procedure, the teacher shall, within fifteen (15) school days, present the grievance to the Association's Grievance Committee for its consideration.

- b) If the Grievance Committee determines that the teacher has a meritorious grievance, then it will file a written appeal of the decision at Stage 1 with the Chief Executive Officer within fifteen (15) school days after the teacher has received such written decision. Copies of the written decision at Stage 1 shall be submitted with the appeal.
- c) Within fifteen (15) school days after receipt of the appeal, the Chief Executive Officer, or his duly authorized representative shall hold a hearing with the teacher and the Grievance Committee or its representative and all other parties in interest.
- d) The Chief Executive Officer shall render a decision in writing to the teacher, the Grievance Committee and its representative within fifteen (15) school days after the conclusion of the hearing.

5.3. Stage 3: Board of Education

- a) If the teacher and the Association are not satisfied with the decision at Stage 2, the Grievance Committee will file an appeal in writing with the Board of Education within fifteen (15) school days after receiving the decision at Stage 2. The Official Grievance Record maintained by the Chief Executive Officer shall be available for the use of the Board of Education.
- b) Within fifteen (15) days after receipt of an appeal, the Board of Education shall hold a hearing on the grievance. The hearing shall be conducted in executive session with the aggrieved party, his representative, and/or the Grievance Committee of the Association.
- c) Within fifteen (15) school days after the conclusion of the hearing, the Board of Education shall render a decision, in writing, on the grievance.

5.4. Stage 4: Binding Arbitration

- a) The Association may, within ten (10) days of receipt of the determination of the Board of Education, file with the Chief Executive Officer notice of intention to arbitrate the grievance. An arbiter shall be selected in accordance with rules of the American Arbitration Association, and such rules shall govern the conduct or proceedings. The arbiter shall hold a hearing within ten days of selection and shall render a decision within thirty (30) days of the hearing. The expenses of the arbitration shall be shared equally by the Association and the Board of Education. The decision of the arbiter shall be binding to both parties.
- b) The arbiter shall have no power or authority to add to, subtract from, modify, change or alter any provision in this agreement.

ARTICLE VI LEAVES

A. Personal Leaves

- 6.1. The Cherry Valley-Springfield Central School Board of Education agrees to grant three (3) personal leave days per year, accumulative to a total of five (5). Any personal days that do not accumulate will be transferred into sick leave accruals at the end of the school year.
- a. Teachers need not specify the exact nature of the use of the personal day. A personal day cannot be used to extend a holiday or vacation for recreational purposes.
 - b. If there are events that are out of the employee's control, the District may grant the employee an exception and allow that member to take a personal day before or after a vacation or holiday. In such situations, the member will make a request in writing to the Superintendent within (5) five working days (unless it is an emergency). It is the discretion of the Superintendent to determine whether or not the event is for recreational purposes. If the employee's event is not for recreational purposes and cannot be rescheduled for another time, the Superintendent will grant the personal leave.
 - c. The President and/or Vice President may utilize their personal leave for attendance at union conferences. The Political Action Coordinator shall be entitled to use one day of personal leave to attend one of the Committee of 100 Lobby Days.
 - d. A total of nine (9) Association leave days may be used per year. The District will provide five (5) days per year. The CVSTA may purchase an additional four (4) days at the per diem substitute costs by depositing these funds with the business office at the beginning of the school year. Any money not used will be refunded to the Association or carried forward to the following school year at the election of the Association.

B. Jury Duty

- 6.2 The courts are often willing to postpone teacher jury obligations until times when school is not in session. Individual teachers will strive to secure such postponement, giving the District first priority. The District understands that exceptions cannot be discounted and in such cases individual teachers shall be provided fully paid leaves of absence consistent with the length of time required to serve on jury duty.

C. Sabbatical Leave

6.3 The Cherry Valley-Springfield Central School Board of Education agrees to create a sabbatical leave program to provide teachers with an opportunity for professional growth after 7 years' service in the Cherry Valley-Springfield School District. This program is to furnish full pay for all half year leave or half pay for a full year leave. Leave will be granted to one teacher at a time according to seniority in the Cherry Valley-Springfield Central School, at the discretion of the Board and provided an adequate replacement can be located.

For all sabbatical leaves, three years future service will be expected of the member. Otherwise, the salary advanced during the sabbatical must be repaid on a pro-rated basis described below:

- a. 0 years - 100%
- b. 1 year - 75%
- c. 2 years - 50%

D. Sick Leave

6.4 Sick Leave is absence with pay necessitated by illness or other physical disabilities of the employee or illness in the family.

6.5 Both probationary teachers and tenured teachers shall be entitled to fifteen (15) sick days per year. Any unused sick days shall be accumulated.

6.6 A maximum of fifteen (15) days sick leave may be used for sickness in the immediate family or bereavement. Immediate family is defined to include spouse, children/grandchildren, siblings, parents, and grandparents via marriage, legal relationship (in-law and step), adoption, guardianship (foster) or established domestic partner relationship. The above relationships may require verification to the District if so requested.

6.7 The District may require a physician's statement from any individual who is absent for more than three (3) continuous days for illness. The school physician will be entitled to detailed information, including prognosis, with regards to any illness/ disability lasting more than eight weeks.

6.8 One (1) week prior to returning from an extended leave, the employee will contact his/her building principal to indicate the intended date of return (non-binding). This will be a generic conversation with no need to go into medical details.

6.9 The sick leave bank shall be for the use of teachers after an individual has exhausted his/her accumulation under the following conditions:

- The number of days available in the sick back shall be capped at 700.

- The number of days available for teachers in their first year of employment is capped at 30.
 - The number of days available for teachers in their second year of employment is capped at 60.
 - The number of days available for teachers in their third year of employment is capped at 90.
 - After three (3) years or the awarding of tenure, whichever comes first, there is no limit on the number of days a member may take.
- a. There shall be a two (2) day waiting period without pay from the time the individual's accumulation is exhausted and the time he/she begins using sick leave days from the bank.
 - b. The Chief School Officer may require the individual teacher to furnish a doctor's certification of his/her "inability to work."
 - c. The District will contact the member before he/she needs to go into the sick bank when five (5) days remain in his/her sick leave accrual and make that employee aware of the bank requirements.
 - d. The Association will cooperate actively with the administration to discourage improper use of sick leave. The Association will work with the District in advising unit members of the benefits under Social Security, the New York State Teachers Retirement System and other avenues available.
 - e. Two weeks prior to the end of the school year, the Chief School Officer shall advise the President of the Association as to the number of days from the Bank that had been used during the school year.
 - f. Sick leave days will be taken out of the bank without contribution or penalty until the number of days in the bank decreases below 360 days. If this occurs before February 1 of any school year, one (1) sick leave day will be taken from each of the bargaining unit members and added to the sick bank. If the number of sick leave days in the sick bank decreases below 360 days before June 30 of any school year, one (1) sick leave day will be taken from each of the bargaining unit members and added to the sick leave bank. The Business Official will notify the CVSTA President when the number of sick leave days in the sick leave bank falls below 360 days. Bargaining unit members having fewer than five (5) accumulated sick days in their personal sick leave bank will not be required to donate a sick leave day to the sick bank. Bargaining unit members that returned to work after using the sick bank will not need to contribute sick leave days to the sick bank leave bank until six (6) months after their return date.

- g. Association members retiring in any given year may contribute up to 30 days of accumulated personal sick leave to the sick leave bank, in lieu of reimbursement.
- h. The District shall provide a payment to a member only upon retirement for all unused sick days at the following rate :
 - 2021-2022 \$40 per day
 - 2022-2023 \$45 per day
 - 2023-2024 \$45 per day

E. Child Rearing Leave

6.10 An unpaid Child Rearing Leave of Absence for males and females of up to two (2) years duration will be available at the birth or adoption of a child.

6.11 A teacher may return prior to the end of the unpaid leave of absence provided that the district has received forty-five (45) days written notification of a desire to return and such return is scheduled at the beginning of a semester.

6.12 A teacher will not be given salary schedule credit for the period of time that he/she is on leave.

6.13 It is understood that unpaid Child Rearing Leave is not counted as part of the probationary period and, therefore, extends the probationary period accordingly.

6.14 CVSTA and District agree to discuss Child Rearing Leave in the broader issue in a Labor-Management Committee.

F. Unpaid Leaves of Absence

6.15 The District may grant unpaid Leaves of Absence for up to one full year in duration to members of the professional staff upon appropriate written request to the Chief School Officer at least thirty (30) days prior to the requested leave date.

- a. If the leave is taken in excess of one semester, the teacher shall be required to submit a written notice of intent to return from the leave at least sixty (60) days prior to the termination of the date of the leave.
- b. Upon returning from the leave, the teacher can expect to return to the former position or to a substantially similar position unless that position has been abolished in which case the teacher will be entitled to return to a vacant position within his/her tenure area for which the teacher's length of service in the District entitles the teacher.
- c. If a leave in excess of one (1) semester is scheduled to terminate between semesters, such leave will be extended to the beginning of the following semester.

G. A unit member may leave the school between 2:00 and 3:01 without accruing leave-time provided that he/she completes the early departure request form and submits it to his/her supervisor.

ARTICLE VII INSURANCE COVERAGE

7.1 The Cherry Valley-Springfield Central School Board agrees to provide a health insurance program for all members of the negotiating unit; such coverage to include Blue Cross, Blue Shield or equal and major medical.

7.2 Effective July 1, 2014, all active employees participating in the District's health insurance plan will receive coverage in accordance with CASEBP PPO Plan A.

Individual Health Plan Deductible	In-Network/none Out-of-Network/\$250
Family Health Plan Deductible	In-Network/none Out-of-Network/\$750
Prescription Co-pays In-Network	
2X copay	Mail-in for 90-day supply
\$10	Retail Generic
\$20	Retail Preferred Brand
\$35	Retail Non Preferred Brand
Prescription Co-pays Out-of-Network	No Coverage

Additionally, all individuals retiring with an effective date of July 1, 2017 and beyond will be provided with health insurance coverage in accordance with CASEBP Plan PPOA or equivalent, and will be responsible for deductibles and copays of the plan.

Further, effective June 30, 2007, all active employees and retirees are required to use mail order for maintenance drugs unless specifically exempted by their physician.

7.3 Effective July 1, 2019, all active teachers will have 82% of their health insurance premium paid by the District. All active teachers will contribute 18% towards their health insurance premium. Both of these percentages are uncapped. All active licensed Teaching Assistants will contribute 49% of the 18% contribution required of all active teachers. The Registered Nurse will contribute 93% of the 18% contribution required of all active teachers.

7.4 Effective July 1, 2019, for all bargaining unit members retired on or after July 1, 2019: Teachers will pay 18% of their health insurance premium, Licenced Teaching Assistants will contribute 49% of the 18% contribution or 8.82% of their health insurance premium, and the Registered Nurse will contribute 93% of the 18% or 16.74% of their health insurance premium.

Members Retiring on or after July 1, 2019

MEMBER TYPE	Contribution (at time of Retirement)	Contribution (during Retirement)
Teacher	18%	100% of 18% (18%)
LTA	49% of 18% (8.82%)	49% of 18% (8.82%)
Nurse	93% of the 18% (16.74%)	93% of the 18% (16.74%)

Effective August 15, 2015 retirees age 65 and over shall participate in the CASEBP (Hartford) Medigap plan, at their applicable negotiated contractual contribution rate. All benefits of the plan shall be benchmarked as of August 15, 2015. Any future change in the District provided health insurance plans for this group of members and retirees shall be by mutual consent of the Association and the District.

Effective for all new employees hired on or after January 20, 2022, in order to be eligible for Health Insurance in Retirement, all unit members must be employed as a full-time employee by the Cherry Valley-Springfield Central School District for at least fifteen (15) years. Part-time employment and unpaid leaves of absence will not count toward this benefit.

7.5 The District reserves the right to transfer or change health insurance carriers to the extent that: (1) such change is done in consultation with the Association prior to implementation, however, the final decision shall rest with the Board of Education, (2) that the Association shall be allowed a period of thirty (30) days to review any proposed changes or transfer in carriers prior to implementation, (3) such change in insurance carriers shall provide for equal, if not better, health insurance benefits on an item by item basis, including procedures, or a comparable plan mutually agreed upon, (4) any additional dollar costs as a result of such a change in health insurance carriers shall be absorbed by the District unless otherwise agreed to by the Association, and (5) any new health insurance plan shall cover all negotiating unit members, teacher retirees, and their dependents.

7.6 The Health Insurance Labor Management Committee (HILMC) shall study alternatives to the current health insurance plan, or any component thereof, and recommend such changes that will lower the cost of the health insurance coverage for the District and for all members .

The District and the Association agree to empanel a labor-management committee for the express purpose of studying the escalating cost of health insurance and recommending changes to the District's health insurance plan to reduce the cost of the plan. The committee shall be composed of three individuals appointed by the Association and three individuals appointed by the Board of Education, and up to three individuals appointed by the Instructional Support Employees Association. The committee shall study alternatives to the current health insurance plan, or any component thereof, and recommend such changes that will lower the cost of the health insurance coverage. When such changes are agreed upon by both parties to this agreement, then the savings realized from the active employees shall be applied to reduce the contributions due from the active employees for health insurance.

7.7 The District agrees to provide a health insurance buyout for qualifying individuals, subject to the following terms and conditions:

1. Effective July 1, 2021, the District will pay a sum of \$2,000 for family coverage and \$1,500 for individual coverage to employees opting not to participate in the group health insurance program. Any health insurance plan taken by the employee negates a health insurance buyout.
2. Effective July 1, 2020, any employee eligible for a family plan who elects an individual plan the District will pay the employee a sum of \$1,000. In order to be eligible for this benefit, the employee must qualify for a family plan.
3. Employees must submit a written request and proof of alternate coverage by September 15 of any school year their desire not to join the health insurance program, or elect an individual plan when qualified for a family plan, for that school year. Mid-year hires must make such election within 15 days of his/her appointment date and will be eligible for a prorated amount.
 - a. It is understood that once an employee opts not to join the health insurance program, the employee will not automatically be re-enrolled in the health insurance program the following year and that such re-enrollment can only occur in October or July of any school year, or at such time designated by the school's carrier. Applications must be submitted fifteen (15) days prior to the reentry month.
 - b. In order to apply for a family plan buy-out, an employee must qualify for such coverage.
 - c. There will only be one family plan per family unit employed by the District.
 - d. Payment will be made in two (2) installments, with the first payment issued not later than January 31 and the second issued not later than June 30 of each year of eligibility. The employee must be employed at the time payment is issued, to be eligible for such payment.

7.8 The Association will encourage retirees to utilize two individual health insurance plans instead of a family health insurance plan.

7.9 The District will reimburse unit members for their Medicare Part B contribution upon receipt by the District of a claim form, a copy of their Medicare card and verification of the amount paid.

1. For members retiring on or after July 1, 2021, reimbursement for Medicare is capped at the monthly amount indicated by the federal government for tier 2 salary range (which as of the time of this writing is \$91,000 – \$114,000 for single filer and \$182,000 - \$228,000 for Joint filers) (Maximum annual District reimbursement equals 12 times the monthly amount referenced above.) (Parties recognize past practice of Medicare Part B reimbursement).
2. Any member who retires under CASEBP PPO Plan A, shall continue to receive the benefits he or she had enjoyed as an active member. When a member becomes eligible for Medigap benefits, such benefits are considered consistent with Item #3 below with the exception of the vision benefit. For those who retire under CASEBP PPO Plan A, the vision benefit also includes an allowance of up to \$100 for frames and lenses. Upon proof of receipt of an eye exam to the Business Office, the following reimbursements shall occur for those who retired under CASEBP Plan M and who are Medicare eligible:
 - Member - Up to \$100 annually
 - Spouse - Up to \$100 annually
3. With the reimbursement of eye exams as outlined above, the Medigap benefits for those retiring under CASEBP Plan M, are on the balance equitable with the benefits persons had previously enjoyed before becoming Medicare eligible under CASEBP Plan M. As such, the Association agrees that the grievance on in this Matter of the Medigap plan change is limited to the eye exam benefit and will not file any additional grievances alleging other benefit differences at the time of the initial plan change.

7.10 Dental Insurance

1. The District shall pay \$25 per month towards the cost of the Dental Plan for each member and, effective July 1, 1988, one-third (1/3) of the cost of the family premium. A committee appointed by the President of the Association shall select the Dental Plan.
2. Effective June 01, 2016, the District will add the CASEBP High Level Dental Plan as an option for CVSTA members. The District will contribute annually \$215 towards a single plan, \$265 towards a double plan and \$320 towards a family plan. CVSTA members will be able to return to one of the other plans, Delta Dental 01 or Delta Dental 002 twice per year on or before September 30th or on or before January 31st.

ARTICLE VIII TEACHER AGREEMENTS

A. All teachers agree:

- 8.1 To prepare detailed lesson plans in advance on a weekly basis and brief long-term plans on a yearly basis. These plans, both weekly and long-term, may be reviewed with the supervisory personnel at regular intervals.
- 8.2 To have available in the school at all times all information needed and desirable for use by a substitute teacher to enable such substitute to effectively and efficiently instruct the class during the absence of the regular teacher. Such information shall include detailed lesson plans, immediate or long-term, a copy of the daily class schedule including class procedures and daily routines, and an up-to-date seating chart. When available and notification is received far enough in advance, substitutes will be called for music, art and physical education, when the regular teacher cannot come in.
- 8.3 The start time of the school day shall be 7:40 a.m. and the end time shall be 3:01 p.m. Language relevant to specific times during the day, other than the start time and end time will be modified as necessary, in consultation between the CVSTA and the District. Administration and instructional staff agree that a staggered dismissal beginning with primary grades will allow for all students to safely exit the building and board their buses. The district and instructional staff will discuss any changes to the current staggered dismissal procedure.
- 8.4 To assist other teachers by taking part of their responsibilities in case of emergencies, inability to secure qualified substitutes, etc.
- 8.5 To share, on a voluntary basis, responsibility for the following: supervision of homerooms, study halls, corridors and assemblies; supervise and conduct class and/or school trips, dances, spectator buses and similar student programs (on such occasions, one chaperone will be a teacher of the grade level of the pupils involved).
- 8.6 To provide special help to individuals and/or small groups as the need arises.
- 8.7 To recognize the ethical obligation to complete the full year for which they have agreed to serve, except for leave of absence due to maternity, as provided by adopted school policy, and upon acceptance of an appointment to cease all active efforts to effect a change of employment.

- 8.8 All teachers shall recognize the period of employment for which compensation is received to commence September 1st of each year and to terminate on June 30th of the following year.
- 8.9 The Board strongly endorses in-service workshops and agrees to assist the Superintendent in obtaining such workshops in the Cherry Valley-Springfield area. Fees and traveling expenses away from the school district will be borne by the District unless salary schedule credit is given.
- 8.10 To sponsor extracurricular activities such as speech, dramatics, newspaper and other clubs as pupil interest dictates.
- 8.11 The Cherry Valley-Springfield Teachers Association agrees to urge all teachers to comply with the terms of any agreement concluded between the Board of Education of the Cherry Valley-Springfield Central School and the Cherry Valley-Springfield Teachers Association and with the general regulations of the Board of Education and the chief school administrator.
- 8.12 Regular K-6 classes exceeding 25 students will be provided assistance in the form of aide or volunteer aide time for not less than 90 minutes a day during instruction. This aide is to work in the presence of a teacher and is to serve as support personnel. Exception to this will be special classes. In making decisions on the usage and times of aides, the Superintendent will take under consideration input received from teachers. If scheduling readily permits, a teacher will have the choice of an extra planning period (30 minutes) in lieu of aide time. Such free time does not then become a standard.
- 8.13 The proposed school calendar shall be presented to the Association, which, after noting the common BOCES calendar, may make recommendations to the Superintendent for change. One additional day shall be added to the calendar as a staff development work day bringing the total number of school days to 181 for teachers who shall be compensated at 1/200th of annual salary. Such computation is included in the salary schedules contained in Appendix A.

A shared decision making APPR/PDP committee shall be appointed with a majority of the members selected by the CVSTA, to determine the agenda for the staff development days. Such agenda will be developed during the annual review process.

- 8.14 APPR – Appendix H contains the procedures and instruments upon which all teachers falling under Education Law Section 3012.d shall be observed and evaluated.
- a. It is understood that at any time the terms outlined within the Appendix are opened for review and/or revision during the terms of the collective bargaining agreement, no other terms of the CBA will be opened for negotiation, except by

mutual agreement of the parties. Any revisions made during the term of the collective bargaining agreement will be reduced to writing in memorandum form and incorporated into the successor agreement. Submissions of changes to the APPR plan shall be performed by the superintendent.

- b. The parties have agreed to an Annual Professional Performance Review (APPR) in compliance with the New York State Education Law Section 3012-d and the final regulations of the Commissioner of Education as required by Chapter 103 of the Laws of 2010, and subsequent amendments. All unit members subject to evaluation under Section 3012-d shall be evaluated in accordance with the negotiated procedures pursuant to Section 3012-d and Article 14 of the New York state Civil Service Law, which are memorialized in a separate document and not incorporated into this Agreement.
- c. The District and the Association will mutually agree to the procedures and instruments upon which all LTAs will be evaluated.
- d. LTA Evaluation: Beginning the 2018-19 school year an evaluation tool will be used to evaluate all LTAs. The LTA will complete a pre-observation form and submit to building principal three (3) days prior to observation. The LTA will have the option of requesting a post-observation with the building principal to review the evaluation. See Appendix I for the evaluation tool.

8.15 The District shall have a nine (9) period schedule. Teachers in grades 7-12 shall have a course load of six 43-minute instructional periods, one and a half 43-minute preparation period, and one half of a 43-minute supervisory period, and a 34-minute duty-free lunch plus 3 minutes passing time. Office hours will be daily from 7:45 -8:05. First period will be extended by 3 minutes for homeroom. Teachers or LTAs may be assigned to supervise study halls and in school suspension (time out). The district may assign aides to student supervision during secondary office hours.

- a. Elementary teachers (PK-6) shall have a daily 30-minute preparation period, a daily 40 minute preparation period, as well as a 30-minute duty-free lunch and 10-minute preparation period during recess plus 3 minutes passing time.
- b. Teachers in grades (PK-6) will collaborate on the manner in which students are transported to and from specials with all teachers expected to take responsibility for one direction of travel.
- c. All PreK-8 teachers may be required to attend a bi-weekly grade level team meeting during one of their preparation periods. Teachers in grades 9 – 12 may be required to attend one grade level or department meeting during a preparation period on a monthly basis. Any changes to this schedule will be made in consultation between CVSTA and the District.

- d. The lunch period shall be continuous and uninterrupted. The teachers may leave the school grounds during lunch after notifying the principal.

8.16 A teacher may be assigned to teach two classes in one period under the following Circumstances:

- a. total number of students assigned to that classroom will not exceed eight (8), and
- b. the teacher who is affected will be given an additional preparation period. This does not prohibit a teacher from volunteering to waive the above restrictions.

8.17 Association business may be conducted on lunch or other unassigned time by officers and committee chairperson of the Association.

8.18 In the filling of vacant or promotional positions within the bargaining unit, the district agrees to give due weight to the professional background, experience, and attainments of all applicants.

- a. Teachers and LTAs who desire to transfer to another assignment shall file a letter of interest with the Superintendent not later than March 1st of the preceding school year.
- b. Teachers and LTAs who desire to apply to fill a vacancy shall file a letter of interest with the Superintendent, and do so according to the posted deadline. Applicants for a transfer and/or vacancy will, at a minimum, be provided with a discussion with the appropriate administrator. If not awarded the transfer and/or vacancy appointment, the appropriate administrator shall both meet and follow-up with a written explanation.
- c. At the earliest possible time, preferably by June 1, the teachers shall be notified in writing of their assignments and the classrooms they will have for the following year, including any special or unusual class assignments they will have. In the event of a change in circumstances or conditions such as resignations, death, promotion, leaves of absence, or conditions beyond the expectations of the Superintendent, such assignments may be changed in accordance with the District's judgment as to how the staff could be most usefully employed to meet the interests of the instructional program. In the event of such change the teacher(s) affected shall be notified in writing immediately.

8.19 In the event of a merger of the District with another District, the Superintendent will report the stages of the major plant changes and personnel changes to the

Association at regular intervals, noting particularly any change in personnel or work sites.

- 8.20 The Association will cooperate in changing the schedule format of the Cherry Valley-Springfield Central School as long as it does not substantially change the amount of daily teaching time or daily time required by the contract to be in school. Any new schedule will attempt to begin and end the school day at an earlier time.
- 8.21 Experienced teachers newly employed in Cherry Valley-Springfield may be given salary schedule credit for years previously taught. The credit given on the salary schedule may not exceed the number of years taught.
- 8.22 All teachers who are carrying a full load will be relieved of the responsibility of morning bus duty. Teachers will be relieved of cafeteria duty, hall duty and playground duty. This does not mean that when in the course of normal duty, they observe behavior problems anywhere on school property, that they are relieved of the responsibility to correct it. In addition, teachers will not be required to keep the attendance registers after June of 1987, by which time they will have been computerized. In the case that a dual system has to be run for a period of time, teachers will cooperate. Office hours are to be used to promote the mission of the school district and are not to be used to conduct personal business.
- 8.23 The Cherry Valley-Springfield Central School Board of Education and Teachers Association both view that attendance at relevant conferences can be beneficial to both teachers and their students. Teachers are encouraged to attend such conferences provided that funding can be obtained. Any teacher planning to attend a conference must complete the Request for Approval of Attendance at a Conference form and receive approval from both his/her building principal and the Superintendent.
- 8.24 All possible considerations will be given to maintain a balance in enrollment among the sections in a class. If it becomes necessary for any section to be much larger than the others, the building principal will meet with the teachers involved to review the need for a larger section. The labor/management meeting process will also be used to discuss class size and issues that impact on class size.
- 8.25 Eleven month employees are expected to work twenty (20) days between the last day of school in June and the first official day of school in September. The work schedules for all such employees should be approved by the appropriate building principal and/or Superintendent of Schools.
- 8.26 In order to maintain a strong Pre-K program that meets the needs of young children careful consideration with teacher input will be given to staffing and scheduling of staff within the program. Care will be made to select staff who are knowledgeable of the developmental needs of young children.

- 8.27 The workday for elementary teachers during the semi-annual Parent/Teacher Conferences will be from 11:39 through 7:00 p.m. Teacher Assistants will work their normal schedule on Parent/Teacher Conference days.
- 8.28 CVSTA unit members, who do not live within the district, may enroll their children in the Cherry Valley-Springfield Central School District tuition free.
- 8.29 Unit members will have the flexibility to enter the building prior to 7:40 AM and exit the building after 3:01 PM .
- 8.30 Unit members will be able to meet with their financial advisors during their duty free period(s), lunch, before and after school. Such meetings shall take place in the staff mail-room or the main office conference room. After 3:01, members can meet with their advisors in their classrooms, faculty room, or conference room.
- 8.31 The Superintendent, working with Administration, will make every effort to have a draft schedule available by June 30 preceding the next school year.
- 8.32 Substitutes who are certified and who teach for up to ten (10) consecutive days for the same teacher, under the discretion of and in weekly contact with that teacher, will receive the prevailing per diem rate. Beginning with the eleventh (11th) day of consecutive service for the same teacher, substitutes will be paid at the rate of 1/200th of the BA Step 3 salary of the current agreement with the professional staff.
- 8.33 Long-term substitute: If the teacher is going to be absent for a period such that the substitute teacher must plan the daily work, assess students, report to the persons in parental relationship to the students, and act in the capacity of the teacher for a length of time of one month or more, the teacher will be employed and be paid the rate of 1/200th of the BA Step 3 current salary agreement. Such substitute is entitled to the same fringe benefits as regular teachers on a pro-rata basis if employment covers equivalency of one (1) semester or more. These benefits go into effect at the completion of 20 weeks of continuous employment.
- 8.34 Effective July 1, 2014 the following applies to supervisory duties:
- a. All teachers except for those exempted below will be available for supervisory assignments to posts such as study hall, cafeteria and recess. Bus duty is exempted as a duty post.
 - b. Teachers in grades 7-12 will have a 43-minute study hall every other day.
 - c. At the elementary level, teachers in K-6 and special area teachers will have a supervisory cafeteria duty from 7:50 to 8:05 or for the first 10 minutes of lunch. Assignment of said duty will be determined through collaboration between grade-level teachers, special area teachers and the appropriate administrator.

Supervision can be on a rotating basis. Teachers will assist their students in the cafeteria and transition to the classroom and vice versa each day. It is understood that there may be occasions when teachers are not available due to other educational needs.

- d. Licensed Teaching Assistants will be assigned at least one daily supervisory duty.
 - e. Every effort will be made to promote a collaborative relationship between staff and administration in regards to the assignment of supervisory duties to best meet the needs of the District.
 - f. Special Education, Pre-K teachers, Athletic Coordinator, Guidance Counselors, School Nurse, any teacher assigned a 7th section are exempted from supervisory duties.
 - g. Daily staffing of the Library Media Center (LMC) during the office hour period will be considered the supervisory duty for a member of the LMC staff. Supervision can be on a rotating basis.
- 8.35 LTAs shall have a minimum 30-minute duty free lunch, minimum 40-minute preparation time, a minimum of one duty (e.g. homeroom, study hall, hall duty, breakfast/lunch duty, recess duty, lunch detention, ISS, staffing the LMC during office hours, taking BOCES attendance).

ARTICLE IX EXTRACURRICULAR SCHEDULE

The administration will work with the President of the Cherry Valley-Springfield Teachers' Association, or his/her designee(s), to develop and maintain, in an equitable manner, the criteria for the assignment of extracurricular activities. The Superintendent will notify the President of the Association of the list of applicants for an extracurricular position when that list is complete. Furthermore, the Superintendent will notify the President of the Association of the Board's appointment of all extracurricular positions within five (5) days of the decision.

An extracurricular appointment memo will be given to all faculty and staff by May 1st. The due date will be the third Friday of the month (May). The positions will be tabulated. For those positions with no applicants, the list will re-circulate to all faculty and staff. The due date for the second circulation will be May 31st. Appointments will be made at the regular June BOE meeting. For those vacant positions not yet filled, a third posting will be made on September 1st. The deadline for applications will be September 15th.

EXTRA-CURRICULAR PAY TABLE

ATHLETICS	STIPEND	ATHLETICS	STIPEND
Athletic Coordinator	\$4,162	Baseball: Varsity	\$2,747
Cross Country	\$2,367	Baseball: JV	\$2,367
Soccer: Varsity Boys/Girls	\$2,747	Baseball: Modified	\$1,593
Soccer: JV Boys/Girls	\$2,367	Softball: Varsity	\$2,747
Soccer: Modified Boys/Girls	\$1,593	Softball: JV	\$2,367
Basketball: Varsity Boys/Girls	\$3,044	Softball: Modified	\$1,593
Basketball: JV Boys/Girls	\$2,663	Track and Field: Varsity Boys/Girls	\$2,747
Basketball: Modified Boys/Girls	\$2,206	Track and Field: JV Boys/Girls	\$2,367
Cheerleading: High School	\$1,998	Track and Field: Modified Boys & Girls	\$1,593
Cheerleading: Modified	\$479	Varsity Golf	\$1,915
CLASS ADVISORS	STIPEND	CHAPERONES	STIPEND
Senior Class	\$2,981	Basketball	\$53
Junior Class	\$2,825	Concerts	\$53
Sophomore Class	\$2,316	Dances	\$79
Freshmen Class	\$1,654	Drama	\$53
Eighth Grade Class	\$365	Ticket Seller	\$46
Seventh Grade Class	\$365	Track & Field Invitational	\$79
CLUB ADVISORS	STIPEND	CLUB ADVISORS	STIPEND
Drama (Junior)	\$847	Color Guard	\$573
Drama (Senior) 2 Productions	\$2,747	Instrumental Music (Musical)	\$682
Drama (Senior) 1 Production	\$2,081	Jazz Band	\$1,124
Elementary Club	\$365(Year 1) \$612	Marching Band	\$203 (trip)
Foreign Language Club	\$1,894	Vocal Music (Musical)	\$1,040
Golf Club	\$936	OM Coach (non-competitive)	\$307
Minecraft	\$682	OM Coach (competitive)	\$525
National Honor Society (Senior)	\$479	SADD	\$672
National Honor Society (Junior)	\$401	Safety Patrol	\$1,243
English Honor Society	\$261	Science Club	\$447
History Honor Society	\$261	Ski Club	\$936
Math Honor Society	\$261	Student Council	\$2,866
Iridescence	\$682	Technology Club	\$489
All County Music	\$426 (each)	Varsity Club	\$614

MISCELLANEOUS	STIPEND	MISCELLANEOUS	STIPEND
Auditorium Stage Lighting	\$1,560	Mentor Coordinator	\$624
Chemical Hygiene Officer*	\$1,040	Publicity	\$728
Chief Information Officer	7th Section Pay	Website Coordinator	\$1,894
Computer Technology	\$1,894	Yearbook Advertising Coordinator	\$2,602
Director of Guidance	\$2,081		

*If the District appoints two Chemical Hygiene Officers, one will be appointed from the CVSTA bargaining unit. If the District appoints only one Chemical Hygiene Officer, the most qualified person will be appointed, regardless of the bargaining unit.

ARTICLE X PART-TIME TEACHERS

The chart listed below indicates the amount each individual will receive when assigned to teach part-time.

Prior to Class	Class Time/ # of Periods	Free Time	Prep Time	Supervisory Duty	After Class	% of Wage
15 minutes	1 period		½ period		13 minutes	20%
15 minutes	2 periods		½ period		13 minutes	30%
15 minutes	3 periods		1 period		13 minutes	50%
15 minutes	4 periods	½ period	1 period	½ period	13 minutes	70%
15 minutes	5 periods	1 period	1 period	1 period	13 minutes	80%

Class assignments of more than five will have full-time responsibilities.

Staff members assigned less than five days per week will be prorated on the basis of a full week assignment (i.e. 2 days per week will be 2/5 or 40% or 2 half days per week would be 1/5 or 20%).

Fringe Benefits - All contractual fringe benefits (with the exception of any health and dental coverage) will be granted prorated at the same rate as salary.

Health and dental insurance will be available to employees assigned at least .5.

ARTICLE XI MISCELLANEOUS PROVISIONS

- 11.1 The parties agree that all negotiable items agreed upon will be in effect for the duration of the contract. Before the Board adopts a change in policy which affects wages, hours, or any other condition of employment which is not covered by the terms of this agreement and which has not been proposed by the Association, the Board will notify the Association in writing that it is considering such a change. The Association will have the right to negotiate such items with the Board, provided that it files such a request with the Board within five (5) calendar days after receipt of said notice.
- 11.2 This agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this agreement shall be incorporated into and be considered part of the established policies of the Board.
- 11.3 Any individual arrangement, agreement, or contract between the Board and an individual teacher, heretofore executed, shall be subject to and consistent with the terms and conditions of this agreement and any individual arrangement, agreement, or contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If an individual arrangement, agreement, or contract contains any language inconsistent with this agreement, this agreement, during its duration, shall be controlling.
- 11.4 If any provision of this agreement or any application of the agreement to any teacher or group of teachers shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other Provisions or applications shall continue in full force and effect.
- 11.5 Copies of this agreement shall be printed at the expense of the Board and given to all teachers now employed or hereafter employed by the Board within two weeks after its execution or employment if that occurs later.
- 11.6 In the event that the institution of tenure is abolished by the legislature, the Board and the Association will negotiate a dismissal procedure for teachers who have completed a five-year probationary period.
- 11.7 All teachers will receive a copy of the negotiated contract and its subsequent amendments at the time of hiring. Teachers will be notified at the beginning of each school year of the number of personal and sick leave days they have accumulated.

11.8 Mileage shall be reimbursed at a rate of 1.5 cents below the IRS's allowance for the calendar year.

11.9 Personal injury or assault: Whenever a regularly employed teacher is absent from his employment and unable to perform his/her duties as a result of personal injury caused by an accident or an assault occurring in the course of his/her employment, the Board will make up the difference between Worker's Compensation insurance and his/her full salary during his/her absence from employment. Any reimbursement due to the district for wages paid during this time will be deducted from any settlement on behalf of the employee. No part of such absence will be charged against the teacher's sick leave. The school or its representative and the affected employee will work collectively to address any long term absence.

11.10 Credit Unions: Payroll deductions to be transmitted to the CHEN-DEL-O Credit Union will be forwarded to the credit union on a biweekly basis corresponding with the teachers' payroll period. Teachers wishing to make changes may do so providing a two-week notification is given.

11.11 The District shall be responsible for the posting of unit position vacancies.

1. Postings for all teaching and LTA positions will be emailed to all staff through the district office. The CVSTA president will be notified of all postings.
2. Postings for tutor positions will be emailed to all staff through the district office. The CVSTA president will be notified of all postings. The Superintendent will notify the President of the Association of the list of applicants for a tutoring position when that list is complete.

11.12 Teacher Assistants shall be notified of their assignments by August 10th.

11.13 It is agreed that the day after Labor Day is the established start of the school year. It is further agreed that any further departure from the established practice of beginning the school year on the Tuesday after Labor Day must be negotiated between the District and the Association.

11.14 Effective the 2000-01 school year, the last week of school for elementary teachers and teaching assistants will be as follows:

- 4 days prior to the last day – 12:00 Noon Dismissal (second half of day may be used for conference)
- 3 days prior to the last day – 12:00 Noon Dismissal
- 2 days prior to the last day – 12:00 Noon Dismissal
- 1 day prior to the last day – 10:00 a.m. Dismissal following moving up ceremonies.
- Regents Rating Day (Last Day) – No students.

11.15 Effective July 1, 2008, an additional staff development day has been added to the school calendar bringing the total number of school days to 181 for teachers and teacher assistants. (See 8.13 for details)

ARTICLE XII MEMORANDUMS OF AGREEMENT

12.1 Payroll Deductions

1. Payment of payroll deductions for 403b's, Union Dues, VOTE-COPE and the Scholarship Fund
2. The above-named payments will be made monthly within one (1) week following the last payroll period of each month. If a vacation week follows such a payroll period, the payments may be extended by one (1) additional week.
3. The checks for union dues, VOTE-COPE and the Scholarship Fund will be placed in the mailbox of the Association president.

12.2 Retirement Incentive

1. Any member of the bargaining unit who meets the requirements specified in Paragraph 2 below shall be eligible to receive the following benefit as a retirement incentive:

A payment equivalent to fifty percent (50%) of the member's salary paid in his/her final year of teaching at Cherry Valley-Springfield, up to a maximum of Thirty Thousand Dollars (\$30,000.00).

2. In order to be eligible for this benefit, the bargaining unit member must:
 - a. Have taught in and been employed as a full-time CVSTA member by the Cherry Valley-Springfield District, or either of the merged districts, for at least ten (10) years, and
 - b. Effective for all new employees hired on or after January 20, 2022, in order to be eligible for the Retirement Incentive, all unit members must be employed as a full-time employee by the Cherry Valley Springfield Central School District for at least fifteen (15) years. Part-time employment and unpaid leaves of absence will not count toward this benefit, and

- c. Submit an irrevocable and binding letter of resignation with an effective date of June 30. Such letter must be received by the District by February 1 of the member's last school year of employment. This date may be waived for qualified individuals in such instances where the State offers a retirement incentive for which the District has elected to participate.
 - d. Complete his/her last year of employment, and
 - e. Retire at the end of the school year during which he/she is first eligible for full, unreduced retirement benefits from TRS/ERS according to his/her Tier.
3. The lump sum payment shall be made by July 15 following the retirement date. Subject to TRS/ERS rules and regulations, a member can opt to take the lump sum payment between January 1 and January 15 next following the retirement date.
 4. Except as set forth in Paragraph 4 above, if a bargaining unit member does not meet the above criteria and does not retire at the end of the school year during which he/she is first eligible for (i) full, unreduced retirement benefits from TRS/ERS, or (ii) partial retirement benefits from TRS, the retirement incentive will not thereafter be available to that individual.

12.3 Distance Learning

The Cherry Valley-Springfield Central Board of Education and the Cherry Valley-Springfield Teachers Association agree to the following:

- 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 bargaining unit work. The parties agree that the Distance Learning Program, in whole or in part, involves bargaining unit 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/receiving courses in that tenure area through a Distance Learning Program.
- C. The parties agree that training for participants will be provided. The costs(s) of appropriate training shall be established and borne by the District. Compensation, if any, for such training for the participants shall be subject to the applicable provisions of the Cherry Valley-Springfield Teachers Association collective bargaining agreement.

Transmitting (From Host School)

- D. Any program delivered from this school district, for the purpose of educating children, shall be taught by a bargaining unit or BOCES employee. Due to the interactive nature of the technology, the transmission must be live; subsequent use of taped recordings of live transmissions will be solely for the purposes of student review and/or makeup.
- E. The time of the transmission will be determined by the District, within the normal confines (starting and ending time) of the daily schedule of classes.
- F. The classroom teacher shall not have responsibility to maintain or repair any equipment used in transmitting the lesson or any equipment used in responding to the inquiries of those receiving the broadcast. Operational responsibilities shall be minimal and appropriate training will be provided.
- G. The number of students in a class is very important. We agree that we will all work to maintain manageable class sizes. Whenever possible, there will be no more than 18 students enrolled in a course provided over the Otsego-Northern Catskill Distance Learning System
- H. All grading of school work and tests shall be done in the host school by the transmitting teacher who will cooperate with a designated person in the receiving school 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 host school's teacher. The transmitting teacher will send grades to the receiving school at the time, and in the manner, when he/ she turns in grades in the host district.
- I. The 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/she is available to host school students and parents. (As an example, the out-of-district parents will be invited to Open House in the same manner as host school parents, and the host teachers will not be expected to, or required to, attend the receiving school's Open House). The teacher and the receiving district may make mutually acceptable arrangements including compensation, if necessary, for attendance at such functions beyond the limits as described above.
- J. In the event of the transmitting teacher's absence, the host district shall be expected to provide a trained substitute when it elects to transmit.
- K. Evaluation of the host teacher will be done in accordance with the provisions of the collective bargaining agreement. Any complaint with respect to the host teacher's performance originating in a receiving district

will be made known to the host teacher. No evaluation of the teacher will be made except in the normal manner in the classroom.

- L. Any audio-visual tapes of the classes are the property of the host district and the district may only make such tapes available for the teacher's personal, professional, non-commercial use.
- M. The calendar of the host district shall be used for each course being taught.
- N. Textbooks for Distance Learning courses are determined by the host District conformity with their normal practice.
- O. The parties recognize the preparation time commitment required for Distance Learning and agree that any teacher who volunteers or is assigned to teach a Distance Learning class shall not have an administrative assignment during the length of the course.
- P. Negotiations of local options shall not prevent the Distance Learning Program from going forward even if such negotiations are incomplete at the time of the program's inception.

Receiving

- Q. As related to Distance Learning, in the receiving district, there shall be no subcontracting for any course currently being taught (or previously taught if there is a former employee on the recall list) without consultation between the parties. The district will offer no more than three (3) classes per tenured are in any given year. The Cherry Valley-Springfield Teachers Association will be notified of any such course as soon as the information is available.
- R. The receiving district shall not require its bargaining unit employees to be responsible for grading, extra help, or lesson planning to any received classes.
- S. A district employee may be assigned to the receiving class to provide assistance to the students and be available to operate cameras or other equipment and be available to liaison with the sending teacher.
- T. However, if the employee thus assigned is a bargaining unit member, maintenance of equipment shall not be his/her responsibility. If the unit 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. The district shall compensate such employee.

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

12.4 Online Learning

- A. The district may offer non-credit bearing online classes through a BOCES Service.
- B. Student supervision during school hours for students in an online non-credit bearing class will be by a teacher or an LTA.
- C. The online non-credit bearing courses may meet in the Library or other supervised instructional setting including a study hall.
- D. Student performance in online classes will not be a part of the teacher's or LTA's APPR unless agreed to by mutual consent or required by regulation.
- E. The offering of online credit bearing classes will not result in loss of bargaining unit work except in cases of a BOCES takeover as defined in Education Law.
- F. The implementation of credit bearing classes will be negotiated by the district with the CVSTA, except when such classes are offered through a BOCES CoSER

12.5 Dual-Credit Courses

- A. Definition: Dual-credit courses are courses taught at Cherry Valley-Springfield which carry both high school and college credit through programs such as College Now, TC3, and College in the High School.
- B. Dual-credit courses will be taught by bargaining unit members.
- C. Offering dual-credit courses will not result in part or whole in the reduction of bargaining unit staff.
- D. Teaching a dual-credit course shall be voluntary.
- E. Bargaining unit members will be considered adjunct faculty of a college, and as such, may be observed and evaluated by the college staff. These observations and evaluations will not be shared with the administration of the District and will not be used in the member's Annual Professional Performance Review (APPR). The member, however, may choose to submit

evidence from this dual-credit teaching experience to the evaluating principal for consideration in his/her APPR.

F. Bargaining unit members who teach dual-credit courses shall be entitled to all the benefits of the collective bargaining agreement including but not limited to reimbursement for mileage to and from the college, payment for curriculum development outside of school hours, and release without loss of leave time to visit with college staff.

G. For each semester of instruction the dual-credit teachers will be given ½ day duty-free release time per course for record keeping and grading related to the dual-credit course.

H. No bargaining unit member shall have an increased workload as a result of the District's election to participate in the dual-credit program.

12.6 School Nurse

The District and the Association agree that the School Nurse will continue to be covered under the agreement between the Cherry Valley-Springfield Teachers Association and the Superintendent of Schools of the Cherry Valley-Springfield Central School District. The salary will continue to be 90% of Column D; the nurse will not be able to receive credit for in-service hours or graduate study, and the nurse will not be able to move to any other column.

12.7 Tax Sheltered Annuities

- A. Monies shall be transmitted within one week of payroll deductions, notwithstanding mitigating circumstances such as power outages, computer malfunction, or telephone breakdowns.
- B. Monies to be put in a TSA will only be done after any changes have been verified by the employee with the business office.
- C. The number of TSA's shall be decreased by slowly abolishing companies when they reach the numerical designation of zero participants from the bargaining unit until there are twelve TSA companies.

12.8 Appointment of Coaches

- A. All coaches will be given a statement advising them of their coaching duties and responsibilities.
- B. The evaluation document shall be mutually agreed to.
- C. All coaches will receive a rating for each coaching assignment of Highly Effective; Effective, Developing or Ineffective. If rated Ineffective, the coach will be provided with a post season meeting which will include a reason for this rating. This rating can be changed as a result of this meeting.

D. A rating of Ineffective allows the District, at its discretion, to bypass reappointing the candidate to any coaching assignments for a one-year period after which he/she would again be eligible to apply for a coaching assignment. The rating may not be grieved.

E. Should a coach receive a second Ineffective rating in any sport he/she may be coaching, this rating gives the District the discretion of bypassing the candidate indefinitely. This does not deny the individual the right to reapply. This rating may not be grieved.

F. To the extent the misconduct of a teacher/coach is so egregious as to warrant disciplinary action, either as a coach or as a teacher, the District shall have no obligation to appoint the same individual again.

G. Appointment to coaching positions will normally be made from among the best qualified internal (bargaining unit member) candidates with the following provisions:

a. In cases where there is no certified internal (bargaining unit member) candidate, the District can make an external appointment.

OR

b. In cases where an external candidate has background and qualifications that make that individual a significantly* superior candidate (as compared to an internal candidate) it can in the best interests of the students and of the District that said background and qualifications of the external candidate be reviewed by a Labor Management Committee. This Committee shall be comprised of two (2) members appointed by the Association and two (2) members of District management appointed by the Superintendent.

The Joint Committee will make a recommendation to the Superintendent on whom to appoint. Should the committee not be able to agree, unanimously, on which candidate to recommend, the Committee members will vote. Should their vote result in a tie, the Superintendent shall break the tie with his/her decision. The Superintendent's decision is grievable as it pertains to the process identified above. Ratings stated above are not grievable.

In situations such as this, the District will provide prior written notice to the Association of this external appointment.

*Significantly is defined to take into consideration and value certification, knowledge base and experience.

12.9 MediGap

Any member who retires under CASEBP PPO Plan A, shall continue to receive the benefits he or she had enjoyed as an active member. When a member becomes eligible for Medigap benefits, such benefits are considered consistent with Item #3 below, with the exception of the vision benefit. For those who had retired under CASEBP PPO Plan A, the vision benefit also includes an allowance of up to \$100 for frames and lenses.

Upon proof of receipt of an eye exam to the Business Office, the following reimbursements shall occur for those who retired under CASEBP Plan M and who are Medicare eligible:

- Member - Up to \$100 annually
- Spouse – Up to \$100 annually

With the reimbursement of eye exams as outlined above, the Medigap benefits for those retiring under CASEBP Plan M, are on the balance equitable with the benefits persons had previously enjoyed before becoming Medicare eligible under CASEBP Plan M. As such, the Association agrees that the grievance on this Matter of the Medigap plan change is limited to the eye exam benefit and will not file grievances on any other benefit covered or not covered under the plan in effect on January 1, 2017.

**ARTICLE XIII
DURATION OF AGREEMENT**

This agreement shall be three years in duration, from July 1, 2021 to June 30, 2024 or until a successor agreement is achieved.

The summaries and deletions are correct and acceptable to the Cherry Valley-Springfield Teachers Association and to the Cherry Valley Central-Springfield School Board of Education.

ASSOCIATION	SCHOOL DISTRICT
By <u></u>	By <u></u>
By _____	By _____
By _____	By _____

Dated this 8 day of April, 2021

APPENDIX A

Salary Agreements & Other Pay Rates

Effective July 1, 2021 salaries will be adjusted to reflect a 3.7% increase inclusive of increment.
Effective July 1, 2022 salaries will be adjusted to reflect a 3.6% increase inclusive of increment.
Effective July 1, 2023 salaries will be adjusted to reflect a 3.5% increase inclusive of increment.

The distribution of salary increases is by mutual agreement and is reflected in the attached salary schedules.

The District may hire at steps above the first step of the salary schedules.

Graduate Hours

Graduate hours accumulated between the columns and beyond the H column would be paid at a rate of \$50 an hour in blocks of three hours. Credit for these hours can be given if submitted before September 1 at the beginning of the teaching year or by January 20 at midyear. Graduate credit must be earned from an accredited institution recognized by the New York State Education Department Bureau of Teacher Certification. It is the responsibility of the negotiating unit member to verify this item, if necessary.

The graduate credit yearly maximum will be six (6) hours for anyone beyond permanent/professional certification.

Seventh Assignment

Payment for teachers of a seventh assignment will be determined based upon 1/200th of the individual's salary to be no less than \$5500 and not to exceed \$7000. No teacher will be required to teach a seventh period. Teaching a seventh assignment for less than 181 days will be prorated.

Hourly Rate

The hourly rate for work beyond the normal work day is \$25 per hour unless identified otherwise in this contract for a specific activity.

Summer School/SAT

The hourly rate for the summer school and SAT review classes outside of the school day will be \$45.86. Cherry Valley-Springfield teachers will be given preference to fill any summer school vacancy for which the teacher is certified.

Tutoring

Teachers providing tutoring to students in special education, homebound students with medical conditions or students needing alternative instruction will be reimbursed at the rate of \$40 per hour.

TEACHERS' SALARY TABLES

2021 - 2022							
STEP	B - BA	C - BA + 15	D - BA + 30	E - MA	F - BA + 45	G - MA + 15	H - BA+60/MA+30
1	\$ 29,900	\$ 31,021	\$ 32,185	\$ 33,391	\$ 34,644	\$ 35,943	\$ 37,291
2	\$ 31,246	\$ 32,417	\$ 33,633	\$ 34,894	\$ 36,203	\$ 37,560	\$ 38,969
3	\$ 32,574	\$ 33,796	\$ 35,063	\$ 36,378	\$ 37,742	\$ 39,158	\$ 40,626
4	\$ 33,903	\$ 35,175	\$ 36,494	\$ 37,862	\$ 39,282	\$ 40,755	\$ 42,283
5	\$ 35,232	\$ 36,553	\$ 37,924	\$ 39,346	\$ 40,822	\$ 42,352	\$ 43,941
6	\$ 36,561	\$ 37,932	\$ 39,354	\$ 40,830	\$ 42,361	\$ 43,950	\$ 45,598
7	\$ 37,890	\$ 39,311	\$ 40,785	\$ 42,314	\$ 43,901	\$ 45,547	\$ 47,255
8	\$ 39,219	\$ 40,689	\$ 42,215	\$ 43,798	\$ 45,441	\$ 47,145	\$ 48,913
9	\$ 40,547	\$ 42,068	\$ 43,646	\$ 45,282	\$ 46,980	\$ 48,742	\$ 50,570
10	\$ 41,876	\$ 43,447	\$ 45,076	\$ 46,766	\$ 48,520	\$ 50,339	\$ 52,227
11	\$ 43,205	\$ 44,825	\$ 46,506	\$ 48,250	\$ 50,060	\$ 51,937	\$ 53,885
12	\$ 44,534	\$ 46,204	\$ 47,937	\$ 49,734	\$ 51,599	\$ 53,534	\$ 55,542
13	\$ 45,863	\$ 47,583	\$ 49,367	\$ 51,218	\$ 53,139	\$ 55,132	\$ 57,199
14	\$ 47,192	\$ 48,961	\$ 50,797	\$ 52,702	\$ 54,679	\$ 56,729	\$ 58,856
15	\$ 48,521	\$ 50,340	\$ 52,228	\$ 54,186	\$ 56,218	\$ 58,327	\$ 60,514
16	\$ 49,849	\$ 51,719	\$ 53,658	\$ 55,670	\$ 57,758	\$ 59,924	\$ 62,171
17	\$ 51,178	\$ 53,097	\$ 55,089	\$ 57,154	\$ 59,298	\$ 61,521	\$ 63,828
18	\$ 52,507	\$ 54,476	\$ 56,519	\$ 58,638	\$ 60,837	\$ 63,119	\$ 65,486
19	\$ 53,836	\$ 55,855	\$ 57,949	\$ 60,122	\$ 62,377	\$ 64,716	\$ 67,143
20	\$ 55,165	\$ 57,233	\$ 59,380	\$ 61,606	\$ 63,917	\$ 66,314	\$ 68,800

2022 - 2023							
STEP	B - BA	C - BA + 15	D - BA + 30	E - MA	F - BA + 45	G - MA + 15	H - BA+60/MA+30
1	\$ 30,300	\$ 31,436	\$ 32,615	\$ 33,838	\$ 35,107	\$ 36,424	\$ 37,790
2	\$ 31,664	\$ 32,851	\$ 34,083	\$ 35,361	\$ 36,687	\$ 38,063	\$ 39,490
3	\$ 32,992	\$ 34,230	\$ 35,513	\$ 36,845	\$ 38,227	\$ 39,660	\$ 41,147
4	\$ 34,321	\$ 35,608	\$ 36,944	\$ 38,329	\$ 39,766	\$ 41,258	\$ 42,805
5	\$ 35,650	\$ 36,987	\$ 38,374	\$ 39,813	\$ 41,306	\$ 42,855	\$ 44,462
6	\$ 36,979	\$ 38,366	\$ 39,804	\$ 41,297	\$ 42,846	\$ 44,452	\$ 46,119
7	\$ 38,308	\$ 39,744	\$ 41,235	\$ 42,781	\$ 44,385	\$ 46,050	\$ 47,777
8	\$ 39,637	\$ 41,123	\$ 42,665	\$ 44,265	\$ 45,925	\$ 47,647	\$ 49,434
9	\$ 40,965	\$ 42,502	\$ 44,095	\$ 45,749	\$ 47,465	\$ 49,245	\$ 51,091
10	\$ 42,294	\$ 43,880	\$ 45,526	\$ 47,233	\$ 49,004	\$ 50,842	\$ 52,749
11	\$ 43,623	\$ 45,259	\$ 46,956	\$ 48,717	\$ 50,544	\$ 52,439	\$ 54,406
12	\$ 44,952	\$ 46,638	\$ 48,387	\$ 50,201	\$ 52,084	\$ 54,037	\$ 56,063
13	\$ 46,281	\$ 48,016	\$ 49,817	\$ 51,685	\$ 53,623	\$ 55,634	\$ 57,720
14	\$ 47,610	\$ 49,395	\$ 51,247	\$ 53,169	\$ 55,163	\$ 57,232	\$ 59,378
15	\$ 48,939	\$ 50,774	\$ 52,678	\$ 54,653	\$ 56,703	\$ 58,829	\$ 61,035
16	\$ 50,267	\$ 52,152	\$ 54,108	\$ 56,137	\$ 58,242	\$ 60,426	\$ 62,692
17	\$ 51,596	\$ 53,531	\$ 55,539	\$ 57,621	\$ 59,782	\$ 62,024	\$ 64,350
18	\$ 52,925	\$ 54,910	\$ 56,969	\$ 59,105	\$ 61,322	\$ 63,621	\$ 66,007
19	\$ 54,254	\$ 56,288	\$ 58,399	\$ 60,589	\$ 62,861	\$ 65,219	\$ 67,664
20	\$ 55,583	\$ 57,667	\$ 59,830	\$ 62,073	\$ 64,401	\$ 66,816	\$ 69,322

2023 - 2024							
STEP	B - BA	C - BA + 15	D - BA + 30	E - MA	F - BA + 45	G - MA + 15	H - BA+60/MA+30
1	\$ 30,800	\$ 31,955	\$ 33,153	\$ 34,397	\$ 35,686	\$ 37,025	\$ 38,413
2	\$ 32,186	\$ 33,393	\$ 34,645	\$ 35,944	\$ 37,292	\$ 38,691	\$ 40,142
3	\$ 33,515	\$ 34,772	\$ 36,076	\$ 37,428	\$ 38,832	\$ 40,288	\$ 41,799
4	\$ 34,844	\$ 36,150	\$ 37,506	\$ 38,912	\$ 40,372	\$ 41,886	\$ 43,456
5	\$ 36,173	\$ 37,529	\$ 38,936	\$ 40,396	\$ 41,911	\$ 43,483	\$ 45,114
6	\$ 37,501	\$ 38,908	\$ 40,367	\$ 41,880	\$ 43,451	\$ 45,080	\$ 46,771
7	\$ 38,830	\$ 40,286	\$ 41,797	\$ 43,365	\$ 44,991	\$ 46,678	\$ 48,428
8	\$ 40,159	\$ 41,665	\$ 43,228	\$ 44,849	\$ 46,530	\$ 48,275	\$ 50,086
9	\$ 41,488	\$ 43,044	\$ 44,658	\$ 46,333	\$ 48,070	\$ 49,873	\$ 51,743
10	\$ 42,817	\$ 44,422	\$ 46,088	\$ 47,817	\$ 49,610	\$ 51,470	\$ 53,400
11	\$ 44,146	\$ 45,801	\$ 47,519	\$ 49,301	\$ 51,149	\$ 53,067	\$ 55,058
12	\$ 45,475	\$ 47,180	\$ 48,949	\$ 50,785	\$ 52,689	\$ 54,665	\$ 56,715
13	\$ 46,803	\$ 48,558	\$ 50,379	\$ 52,269	\$ 54,229	\$ 56,262	\$ 58,372
14	\$ 48,132	\$ 49,937	\$ 51,810	\$ 53,753	\$ 55,768	\$ 57,860	\$ 60,029
15	\$ 49,461	\$ 51,316	\$ 53,240	\$ 55,237	\$ 57,308	\$ 59,457	\$ 61,687
16	\$ 50,790	\$ 52,695	\$ 54,671	\$ 56,721	\$ 58,848	\$ 61,055	\$ 63,344
17	\$ 52,119	\$ 54,073	\$ 56,101	\$ 58,205	\$ 60,387	\$ 62,652	\$ 65,001
18	\$ 53,448	\$ 55,452	\$ 57,531	\$ 59,689	\$ 61,927	\$ 64,249	\$ 66,659
19	\$ 54,776	\$ 56,831	\$ 58,962	\$ 61,173	\$ 63,467	\$ 65,847	\$ 68,316
20	\$ 56,105	\$ 58,209	\$ 60,392	\$ 62,657	\$ 65,006	\$ 67,444	\$ 69,973

LTA and NURSE SALARY TABLES

(These tables depict the prorated amount of column D of the teachers' salary table.)

2021 - 2022			2022 - 2023			2023 - 2024		
STEP	LTA	NURSE	STEP	LTA	NURSE	STEP	LTA	NURSE
1	\$ 17,702	\$ 28,966	1	\$ 17,928	\$ 29,254	1	\$ 18,224	\$ 29,828
2	\$ 18,498	\$ 30,270	2	\$ 18,746	\$ 30,675	2	\$ 19,055	\$ 31,181
3	\$ 19,285	\$ 31,557	3	\$ 19,532	\$ 31,962	3	\$ 19,842	\$ 32,468
4	\$ 20,071	\$ 32,844	4	\$ 20,319	\$ 33,249	4	\$ 20,628	\$ 33,755
5	\$ 20,858	\$ 34,132	5	\$ 21,106	\$ 34,537	5	\$ 21,415	\$ 35,043
6	\$ 21,645	\$ 35,419	6	\$ 21,892	\$ 35,824	6	\$ 22,202	\$ 36,330
7	\$ 22,432	\$ 36,706	7	\$ 22,679	\$ 37,111	7	\$ 22,988	\$ 37,617
8	\$ 23,218	\$ 37,994	8	\$ 23,466	\$ 38,399	8	\$ 23,775	\$ 38,905
9	\$ 24,005	\$ 39,281	9	\$ 24,253	\$ 39,686	9	\$ 24,562	\$ 40,192
10	\$ 24,792	\$ 40,568	10	\$ 25,039	\$ 40,973	10	\$ 25,349	\$ 41,479
11	\$ 25,578	\$ 41,856	11	\$ 25,826	\$ 42,261	11	\$ 26,135	\$ 42,767
12	\$ 26,365	\$ 43,143	12	\$ 26,613	\$ 43,548	12	\$ 26,922	\$ 44,054
13	\$ 27,152	\$ 44,430	13	\$ 27,399	\$ 44,835	13	\$ 27,709	\$ 45,341
14	\$ 27,939	\$ 45,718	14	\$ 28,186	\$ 46,123	14	\$ 28,495	\$ 46,629
15	\$ 28,725	\$ 47,005	15	\$ 28,973	\$ 47,410	15	\$ 29,282	\$ 47,916
16	\$ 29,512	\$ 48,292	16	\$ 29,759	\$ 48,697	16	\$ 30,069	\$ 49,204
17	\$ 30,299	\$ 49,580	17	\$ 30,546	\$ 49,985	17	\$ 30,856	\$ 50,491
18	\$ 31,085	\$ 50,867	18	\$ 31,333	\$ 51,272	18	\$ 31,642	\$ 51,778
19	\$ 31,872	\$ 52,154	19	\$ 32,120	\$ 52,559	19	\$ 32,429	\$ 53,066
20	\$ 32,659	\$ 53,442	20	\$ 32,906	\$ 53,847	20	\$ 33,216	\$ 54,353

1. Those teacher members beyond Step 20 will receive an off schedule increase (non-Triborough) of: \$2250 in 2021-2022, \$2150 in 2022-2023, \$2150 in 2023-2024. LTA members beyond Step 20 will receive an off schedule increase (non-Triborough) of: \$1238 in 2021-22, \$1183 in 2022-23, \$1183 in 2023-24. Nurse members beyond Step 20 will receive an off schedule increase (non-Triborough) of: \$2025 in 2021-22, \$1935 in 2022-23, \$1935 in 2022-23.
2. Anyone on the H column with a Masters would receive an additional \$1,000.
3. Any unit member on Steps B-1 through B-5, C-1 through C-5 and/or D-1 through D-5 shall receive an additional \$1,000 (which will be added to their base salary).
4. Teachers achieving National Board Certification shall be compensated at the rate of \$500 per year for each year of this certification period up to ten (10) years.
5. Teacher Assistants shall be paid at a rate of 55% of step on Column D.
6. Teacher Assistants shall not be able to receive credit for in-service hours or graduate study and will not be able to move to any other Column.

7. All off schedule increases (non-Triborough) apply to Teacher Assistants at 55% of the value of the payment to teachers.
8. The Teaching Assistant stipend while assigned to cover the duties of a teacher for the day shall be \$20 each day they take on such assignment.

Longevity:

Beginning July 1, 2008 any employee who has attained or upon attaining off schedule placement will receive a one-time longevity payment of \$500 added to base salary. Additionally, any employee who has attained or upon attaining off schedule placement equivalent to off schedule step 30 will receive an additional one time longevity payment of \$500 added to base salary.

Off step is determined as the first step beyond the salary schedule steps or the hypothetical level of step 21. Step 30 is a hypothetical step, for purposes of longevity, determined as nine (9) credited years beyond step 21.

Eligible Teachers Assistants will receive the prorated amount of \$250 for step 21 equivalency and an additional \$250 at step 30 equivalency. Eligible nurses will receive the prorated amount of \$450 at step 21 equivalency and an additional \$450 at step 30 equivalency.

Effective July 1, 2021 amended to reflect step 21 and 30 longevity will be increased to \$1,000.00 each. Nurses and TA's will receive prorated amounts (\$900/\$500). Members who previously attained the longevity step(s) will have \$500 added to their salary for each previously attained longevity.

Example 1: A 29 year teacher will receive a \$500 added to her/his 2021-2022 salary.

Example 2: A 32 year teacher will receive a \$1000 added to her/his 2021-2022 salary.

LTA Certification Bonus:

LTA's shall receive a **One Time Certification Bonus** (not paid annually or rolled into base) in the amount of \$600 upon earning an LTA III license. This bonus will be in the form of a stipend paid upon proof of successful completion of the required courses for the license. Proof of success course completion must be submitted to the business office. The stipend will not be placed on the base salary.

Matching 403(b) Contribution:

The District and Association agree to an elective 403 (b) retirement savings program. This program, which is voluntary for unit members, provides for the District to match on a dollar for dollar basis an amount equal to that contributed into a 403 (b) account by a participating employee not to exceed fifteen dollars (\$15.00) per each pay over the course of twenty pay periods as well as not to exceed a total of \$300 per year. The District will provide forms for employees to enroll.

District 403(b) Contribution:

Effective July 1, 2021 a \$550 annual district contribution to the employee's 403(b) plan.

Any agreement regarding 403(b) provisions between the District and Association shall only be effective upon at least 3 qualified Service Providers agreeing to manage the 403(b) accounts contemplated by the agreement. No Service Provider shall be considered qualified unless the Service Provider enters into an agreement with the District to provide such services on forms approved by the Association of School Business Officials (ASBO), as jointly modified by the District and the Association.

The District reserves the right to cancel this agreement related to 403(b) matching contribution provisions identified above at any time that the agreement is in violation of federal or state law or regulation. Such cancellation shall not affect the validity of the remainder of the agreement.

**403(b) Plans
Salary Reduction Agreement
403(b)(1) and 403(b)(7) Programs
IMPORTANT NOTICE:**

Before you sign: Read the important information on the reverse side of this form. Attach supporting calculations with this Salary Reduction Agreement if

1. You are utilizing the fifteen-year-of-service increased elective deferred limit (IRC 402(g)(7)).
2. You are making additional contributions under the age 50+ catch-up (IRC 414(v)).
3. Salary reduction contributions are being directed by you to another type of elective deferral plan (such as a 401(k) plan, a SARSEP, a SIMPLE plan, or the 403(b) plan of another Employer).
4. The Employer is making non-salary reduction contributions on your behalf to the 403(b) plan.

You must also submit an annual calculation in support of your ongoing contributions to the 403(b) plan no later than November 1 in any year in which any of the situations listed in items 1-3 exist.

Part 1. Employee Information

Employee Name _____

Employee Social Security # _____

Employee Address _____

Part 2. Contribution Information (select all that apply)

Initiate new Salary Reduction Agreement

Please reduce salary at the amount of \$, or % per pay.

Change of previous reduction amount. Please change the amount of salary reduction to my TSA from

\$ _____ or %

TO

\$ _____ or %

Change of Service Provider. Please change my Service Provider(s) to those indicated in Part 3. Note: Must list all service providers and specify all amounts not to exceed the total in Part 2.)

Discontinue salary reduction. Please discontinue my TSA salary reduction with the following Service Provider:

Calculations are attached to support the following:

Use of the fifteen-year-of-service catch-up option

Age 50+ catch-up contribution

For other elective deferral contributions made with

This employer

Another Employer

For the combination of Employer contributions and salary reduction contributions to the 403(b) plan.

Part 3. Service Provider

My salary reduction contributions are to be directed to the following Service Providers in the amounts as listed:

\$ or % of Compensation per pay Service Provider (not to exceed total in Part 2)	Pre-Tax or After-Tax
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____

Part 4. Agreement

The above-name Employee agrees to modify his/her salary as indicated above. Employer agrees to remit this amount on Employee's behalf into the annuity contracts or custodial accounts selected by Employee from the approved Service Providers of Employer. It is intended that the requirements of all applicable state or federal income tax rules and regulations (Applicable Law) will be met. The Employer understands and agrees to the following:

1. This Salary Reduction Agreement is legally binding and irrevocable with respect to amounts paid or available while this Agreement is in effect; and
2. This Salary Reduction Agreement may be terminated at any time for amounts not yet paid or available, and a termination request is permanent and remains in effect until a new Salary Reduction Agreement is submitted; and
3. This Salary Reduction Agreement may be changed with respect to amount not yet paid or available in accordance with Employer's administrative procedures.

Employee is responsible for determining that the salary reduction amount does not exceed the limits as set forth in Applicable Law. Furthermore, Employee agrees to indemnify and hold Employer harmless against any and all actions, claims, and demands whatsoever that may arise from the purchase of annuities or custodial accounts for Employees in amounts in excess of contribution limitations in support of the eligible contribution limits were calculated by Service Provider based on accurate information provided by Employee.

Employee acknowledges that Employer has made no representation to Employee regarding the advisability, appropriateness, or tax consequences of the purchase of the annuity(ies) and/or custodial account(s) described herein. Employee agrees Employer shall have no liability whatsoever for any and all losses suffered by Employee with regard to his/her selection of the annuity or custodial accounts; its terms; the selection of the insurance company or regulated investment company stock; the financial condition, operation of, or benefits provided by said insurance company or regulated investment company; or his/her selection and purchase of shares of regulated investment companies. Nothing herein shall affect the terms of employment between Employer and Employee. This Agreement supersedes all prior Salary Reduction Agreements and shall automatically terminate if Employee's employment is terminated.

Important Information

1. Employer does not choose the annuity contract(s) or custodial account(s) in which Employees' contributions are invested.
2. Employees are responsible for setting up and signing the legal documents to establish their annuity contract(s) or custodial account(s). However, in certain annuity group contracts, the Employer is required to establish the contract.
3. In order to receive the expected tax results, Employees are responsible for naming a death beneficiary under the annuity contracts or custodial account. This is normally done at the time the contract or account is established. Beneficiary designations should be reviewed periodically.
4. Employees are responsible for all distributions and any other transactions with Service Provider with the single exception of distributions that are required by the Internal Revenue Service as a condition of an IRS audit that results in a negotiated Closing Agreement, or the Employer's utilization of any IRS Correction Program. All rights under contracts or accounts are enforceable solely by Employee, Employee beneficiary, or Employee's legally authorized representative. Employee beneficiary, or Employee's legally authorized representative. Employee must deal with Service Provider to make

loans, transfer to different contracts or custodial accounts, begin distributions, or for any other transactions.

5. Employees are responsible for determining that salary reductions do not exceed the allowable contribution limits under Applicable Law and, as a result, are encouraged to have calculations performed by the chosen Service Provider(s).

Part 5. Employee signature

I certify that I have read the complete Agreement and that my salary reductions do not exceed contribution limits as determined under Applicable Law. I understand my responsibilities as an Employee who has voluntarily elected to participate in the Employer's 403(b) program. I request that Employer take the action specified in this Agreement. I understand that all rights under the annuity or custodial account established by me under this program are enforceable solely by me, my beneficiary, or my legally authorized representative.

Employee Signature _____ **Date**

For Sales Agent/Representative Completion:

I agree to comply with all pertinent written directives regarding the solicitation of Employees, and further agree to provide contribution calculations for each Employee who elects to utilize catch-up contributions (under the fifteen-year-of-service increased limit, or the age 50+ catch-up contribution, or both), and for each employee that I am aware of who participates in another IRS 402(g) elective deferral plan, or for whom Employer contributions are made to this 403(b) program, provided the affected Employees requested I do so.

I further agree to indemnify the Employer, any individual member of the governing board, and the Employee for whom calculations are done by me against any claims based on an error in the calculations that I provided, except when the error is due to erroneous or incomplete information provided by the affected Employee or the Employer.

Print Agent Name

Phone

Address

Signature

Date

Part 7. Employer Signature

Employer hereby agrees to this Salary Reduction Agreement.

Employer Signature

Title

Date

APPENDIX B STAFF DEVELOPMENT

IN-SERVICE CREDIT

Any approved professional study, course, workshop, or lecture which will contribute to the improvement of the professional personnel will be considered part of the in-service education program. Approval must be granted before the professional staff member participates in the programs listed above.

Such courses are intended for the improvement of the educational program in the District and, therefore, the best qualified instructors obtainable, both in the District and from outside agencies will be sought.

Undergraduate courses in any area may be approved by the superintendent for in-service credit. The Association and the administration will study the needs of the school in the area of in-service education and jointly initiate programs to meet those needs.

Professional staff members may apply towards their salary schedule any credit approved in-service program sponsored by the District, and offered outside of the teaching day, which may not offer college or university credit provided that the District has not paid any of the related expenses in taking such a course.

In-service programs that are conducted as part of the conference days are mandatory and participants will not receive in-service credit for attendance.

The Board will grant salary increments for each approved in-service credit at the same rate as college or university credit in blocks of three.

To receive salary schedule credit, the professional staff member must have successfully completed the course and have attended at least 80% of the total sessions and have demonstrated satisfactory growth through participation and contribution to the course, as well as satisfactory completion of all assignments.

Before any in-service credit is granted the professional staff member must successfully demonstrate how the course material acquired can be utilized in his/her classroom. (Such as, but not limited to, classroom observation, demonstration, or conference in the presence of an administrator).

Credit will be given for planned in-service courses at the following rate:

12.5 hours of class time	-	1 credit
25.0 hours of class time	-	2 credits
37.5 hours of class time	-	3 credits

No more than 37.5 hours of in-service credit will be granted for each school year.

IN-SERVICE INSTRUCTION or COORDINATION

When local staff member(s) are involved as instructors or coordinators, they will be compensated at a rate of \$40 an hour for instructional time unless training for the course was at the District's expense or the instruction was done on school time.

Upon completion of the in-service course, the instructor or coordinator shall submit to the Superintendent a list of those who have satisfied the minimum requirements for the course, and who are, thereby eligible for in-service credit on the salary schedule.

GRADUATE CREDIT

The graduate credit yearly maximum will be six (6) hours for anyone beyond permanent/professional certification.

APPENDIX C CURRICULUM DEVELOPMENT

Curriculum development workshops may be set by the administration for the purpose of continued improvement and updating of the instructional program. Dates and subject areas of the workshops will be determined after consultation with the teaching staff.

It shall not be mandatory for a teacher to accept a position in a workshop; however, teachers agree that participation, or lack of participation, shall be a factor in a teacher's assignment as it relates to the goals and purposes of the workshop and its results.

Teachers who participate in the workshop will be paid at a rate of \$150 a day when held on a non-school day.

APPENDIX D

AGREEMENT

Between the

**Cherry Valley-Springfield Central School District
and the**

**Cherry Valley-Springfield Teachers Association
403(b) Non-elective Employer Contribution**

The undersigned parties hereby agree as follows:

1. **Notwithstanding Section 209-a of the Civil Service Law**, this Memorandum of Agreement shall be effective immediately upon its signing by the parties, and shall be an addendum to the current collective bargaining agreement.

Any such provision shall be governed by the language of the Collective Bargaining Agreement which is in effect on the relevant date on which eligibility for the applicable benefits(s) is determined. It is understood and

agreed that should the parties alter the terms and provisions of the Collective Bargaining Agreement through subsequent negotiations, those shall be deemed controlling for each eligible employee.

2. **Remittance**

The employer agrees to make a non-elective employer contribution for the amount the employee is entitled to under Article XII Section 12.2 of the collective bargaining agreement in Form of Non-Elective Employer Contribution. Such contribution will be made to a 403(b) program able to accept employer contributions as defined in the Internal Revenue Code. This contribution will be processed within 30 days of retirement.

3. **No Cash Option** No employee may receive cash in lieu of or as an alternative to any of the Employer's Non-elective Contribution (s) described herein.

4. **Contribution Limitations** In any applicable year, the maximum Employer contribution shall not cause an employee's 403(b) account to exceed the applicable contribution limit under Section 415(c) (1) of the Code, as adjusted for cost-of-living increases. For Employer non-elective contributions made postemployment to former employees' 403(b) account, the Contribution Limit shall be based on the employee's compensation, as determined under Section 403(b) (3) of the Code and in any event, no Employer non-elective contribution shall be made on behalf of such former employee after the fifth taxable year following the taxable year in which that employee terminated employment.

In the event that the calculation of the Employer Non-elective Contribution referenced in any of the preceding paragraphs exceed the applicable Contribution Limits, the excess amount shall be handled by the Employer as follows:

¹ **Explanation for TRS Categories:** Under Education Law § 501 (11)(a), the calculation of a pre-June 17, 1971 TRS Tier I member's last five years final average salary (upon which a member's life-time pension is, in part, calculated) includes any non-ordinary income (such as termination pay) which is received as compensation, prior to December 31st of the year of retirement. Thus, such member would benefit from receiving, as compensation, in their final year of employment that portion of the Employer non-elective contribution, which is in excess of the maximum contribution limits of IRC §415.

The final average salary of all other members of the TRS (i.e. all TRS members with a membership date on or after June 17, 1971) may not include any form of termination pay; therefore, the Employer's post-retirement payment into the employee's 403(b) account of that portion of the Employer Non-elective contribution, which is in excess of the maximum Contribution Limits of IRC §415, is more advantageous for those members.

A.For all members in the New York State Teachers' Retirement System ("TRS") with a membership date before June 17, 1971¹¹, and for all members in the New York State Employees' Retirement System regardless of their membership date, the Employer shall first make an Employer Non-elective Contribution up to the Contribution Limit of the Internal Revenue Code and then pay any excess amount as compensation directly to the Employee. In no instance shall the Employee have any rights to, including the ability to receive, any excess amount as compensation unless and until the Contribution Limit of the internal Revenue Code are fully met through payment of the Employer's Non-Elective Contribution: and

B.For all members in the New York State Teachers Retirement System ("TRS") with a membership date in the TRS on or after June 17, 1971²¹, and for all members in the New York State Employee's Retirement System regardless of their membership date, the Employer shall first make an Employer Non-elective Contribution up to the Contribution Limit of the Internal Revenue Code. To the extent that the Employer Non-elective Contribution exceeds the Contribution Limit, such excess shall be reallocated to the Employee the following year as an Employer Non-elective Contribution (which

1
2

Contribution shall not exceed the maximum amount permitted under the Code), and in January of the following year for up to four (4) years after the year of the Employee's employment severance, until such time as the Employer Non-Elective Contribution is fully deposited into the Employee's 403(b) account. In no case shall the Employer Non-elective Contribution exceed the Contribution Limit of the Internal Revenue Code.

5. **403(b) Accounts** Employer contributions shall be deposited into the 403(b) account selected by employee to receive Employer contributions, provided such account will accept Employer Non-elective Contributions. If the employee does not designate a 403(b) account to receive Employer's contributions, or if the account designated will not accept Employer's Non-elective Contributions for any reason, then Employer shall deposit contributions, in the name of the employee, into the endorsed 403(b) program.
6. **Tier I Adjustments** Tier I members with membership dates prior to June 17, 1971, Employer Non-elective Contribution hereunder will be reported as non-regular compensation to the New York State Teachers' Retirement System.
7. This MOA shall be subject to IRS regulations and rulings. Should any portion be declared contrary to law, then such portion shall not be deemed valid and subsisting, but all other portions shall continue in full force and effect. As to those portions declared contrary to law, the Association and Employer shall promptly meet and alter those portions in order to provide the same or similar benefit(s), which conform, as closest as possible, to the original intent of the parties.
8. This MOA shall further be subject to the approval of the 403(b) Provider, which shall review the MOA solely as a matter of form and as the provider of investment products designed to meet the requirements of Section 403(b) of the Internal Revenue Code. **Any 403(b) provider will agree to defend, indemnify and hold harmless the District for any potential liability arising from the provider's acts or omissions with respect to the 403 (b) program, except for that which is due to the fault of the District or its employees.**
9. **Both the Employer and the Employee** shall provide accurate information to the 403(b) Provider regarding the employee's Elective, the Employer Non-Elective Contributions, and the amount of the employee's compensation.
10. In agreeing to adopt (and/or modify) the Employer Non-Elective contribution described in this MOA, the District makes no independent representations or warranties concerning the accuracy of any interpretation of law or applicable regulations as advanced to the District or described by the Association or other parties, and their employees and agents.
11. It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of law or by providing additional funds therefore shall not become effective until the appropriate legislative body has given approval.
12. In the event that there exists a dispute related to the interpretation and/or application of this Memorandum of Agreement, said dispute will be subject to the grievance procedure outlined in the parties' collective bargaining agreement.

For the Cherry Valley-Springfield Teachers
Association

For the Cherry Valley-Springfield
Central School District

Date _____

Date _____

HOLD HARMLESS AGREEMENT

WHEREAS, (insert: Name of School District) (the "Employer") wishes to make available to its employees tax-deferred plans (the "Program") to reduce Federal Insurance Contribution Act ("FICA") and Medicare payroll taxes (together, "Payroll Taxes") in accordance with the provisions of Sections (insert: 401(a), 403(b), or 457(b)) of the United States Internal Revenue Code of 1986, as amended ("Code"), as the case may be; and

WHEREAS, the Employer wishes to make pre- and post-retirement employer non-elective contributions to the Program, and wishes to allow employee deferrals to the Program, as permitted by the Code for eligible employees, and

WHEREAS, (insert: Name of Investment Provider) (the "Company"), has obtained a Determination Letter from the Internal Revenue Service, approving (Name of company) Code Section (insert: plan) document as a tax-qualified plan, and wishes to provide such plan; and

WHEREAS, (name of company) wishes to provide 403(b) plans for employer contributions and employee deferrals; and

WHEREAS, (name of company) and the Employer have agreed upon the appropriate Program to maximize payroll tax savings and provide optimal tax deferral for the Employer's employees;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Employee deferral 403(b) plan. In the event the Program includes a 403(b) Plan for employee deferrals: The Company shall provide for purchase by the Employer an annuity contract that meets the definition of an "annuity contract" pursuant to the provisions of Code Section 403(b) and any pertinent federal laws relating to the purchase of such annuity contract(s). Such annuity contract shall be available for purchase by the Employer for any employee, whose eligibility has been determined by the Employer and who participates in a 403(b) deferral plan.
2. Employer contribution 403(b) plan. In the event the Program includes a 403(b) Plan for employer contributions: The Company shall provide for purchase by the Employer an annuity contract that meets the definition of an "annuity contract" pursuant to the provisions of Code Section 403(b) and any pertinent federal laws relating to the purchase of such annuity contract(s). Such annuity contract shall be available for purchase by the Employer in an appropriately adopted Employer 403(b) plan. Employer contributions may be received by the Employer 403(b) Plan for up to five years following an employee's termination of employment.
3. Employer 401(a) plan. In the event the Program includes a 401(a) Plan for employer contributions: The Company shall provide a plan document, approved as to form by the Internal Revenue Service under Code Section 401(a) and any other applicable Code provision, for adoption by the Employer. The Company shall provide for purchase by the Employer an annuity contract that meets the definition of an "annuity contract" pursuant to the relevant provisions of the Code Section and any other pertinent federal laws relating to the purchase of such annuity contract(s).
4. Investments. The Company shall provide annuity contracts for purchase offered by (Name of Investment Provider) Such annuity contracts shall be available for purchase by the Employer for any employee, whose eligibility has been determined by the Employer and who is eligible to receive Employer contributions in an appropriately adopted Employer 403(b) plan. Employer contributions may be receive by the Employer 403(b) Plan for up to five years following an employee's termination of employment.
5. Company warranty: Code Compliance. The Company warrants that it shall limit the amounts of employer and employee contributions as provided under the Code for all plans it administers under the Program, provided the Employer submits appropriate compensation information to the Company in a timely manner, and in the form agreed upon by the parties. With the exception of any maximum allowable contribution calculations calculated on the basis of inaccurate or inappropriate information provided by the Employer or the employee, the Company shall hold harmless and indemnify the Employer, its agents, officers and employees, from every claim and demand for penalties (including penalties based on State and/or Federal withholding taxes otherwise due) and interest, including reasonable attorney's fees, which may be made by reason of a challenge to the maximum allowable contribution calculation computed by the Company at the direction of either the employee or the Employer for any employee participating in the Program. The Company's obligation to indemnify and hold the Employer harmless under this Paragraph is not conditioned upon and shall not require a showing of the Company's negligence or wrongdoing. In performing the maximum allowable contribution calculations in connection with the Program, the Company may rely on information provided by the Employer and employee. This information shall include but not be limited to whether the contributions to the Program are elective or non-elective employer contributions, the employee's elective deferrals to all eligible plans (whether or not sponsored by the Employer) in that tax year pursuant to Code Section 402(g), and the employee's includible compensation as defined under Code Sections 401(a), 403(b)(3) and 415(c).

6. Company warranty: Enrollment. Except as limited by the annuity contract and applicable law, the Company, its agents and representatives shall comply with all pertinent written directives of the Employer regarding the solicitation and enrollment of employees and the purchase of the annuity contract.

7. Company warranty: Annuity issuer. The Company warrants that it shall perform its duties as the issuer of the annuity contract in a careful, diligent and professional manner and that it will promptly correct any and all errors made by the Company unless such error was a result of the Company's reliance on any information or omission of information provided by the Employer, the employee, or an authorized representative of either of the foregoing. The Company shall hold harmless and indemnify the Employer, its agents, officers and employees when acting on behalf of the Employer, from every claim and demand to the proportionate extent that it results from the negligence or wrongdoing of the Company or any of its representatives acting in that capacity, which may be made by reason of the purchase from the Company of an annuity contract by the Employer on behalf of an employee as authorized by Code Section 403(b).

8. Company Hold Employer Harmless and Indemnification. The Company, at its own cost and expense and as allowed by law, shall hold harmless and indemnify the Employer by defending any legal proceeding brought against the Employer or satisfying any legal judgment rendered against the Employer based on any claim or demand allowed under this Agreement as described above. Any liability of the Company under any provision of this Agreement to hold harmless and indemnify the Employer is subject to discharge by the Employer of the conditions precedent that the Employer shall immediately notify the Company in writing within thirty (30) days upon receipt of any such claim or demand and shall permit the Company, at its option, to direct the defense against such claim or demand. It is understood that the Company's liability hereunder shall be limited to actual damage only. Anything in this Agreement to the contrary notwithstanding, the Company shall neither hold harmless nor indemnify the Employer, its officers, agents, or employees from any claim and demand based upon the negligence, fraud or wrongdoing of the Employer, its officers, agents or employees, nor from any situation where the claim or demand is due to the failure of the Employer to properly discharge its obligations under the Memorandum of Agreement between the Employer and the Teachers' Association.

9. Termination: The Company and the Employer each reserve the right, upon sixty (60) days' written notice to the other party, to terminate the Program, and to simultaneously terminate this Agreement. Such termination shall in no manner affect any liability of the Company incurred under this Agreement for acts taken prior to the effective date of such termination.

Date

Authorized Officer for Company
 Title: Print Name:

Date

Authorized Officer for Employer
 Title: Print Name:

APPENDIX E

After School Supervisory Assignments

The District has established three after school programs: After school Study Hall, Library Media Center and Detention.

The District established the Library Media Center Programs for the purpose of supporting students academically. These programs will not be used in place of detention or academic intervention services.

1) Association members are under no obligation or requirement to work in the Programs and they shall be considered voluntary programs.

2) At the beginning of each school year, providing the Board of Education continues the Programs and funding is available, the District shall seek volunteers from the Association to work in the Programs. The District will use the names of these volunteers to establish a work pool and will have the right to assign from this pool as it so chooses.

3) In the event there are not enough Association members who apply to work in these programs for a particular date, the District will notify the Association President. If time allows, the District will post a notice seeking volunteers to cover the absence for that particular date. In the event no Association members come forward as a result of that posting, the District will have the right to cover the absence with a non-unit member. The filling of this position(s) with a non-unit person shall not be considered precedent setting and will not be used to argue a waiver of exclusivity of bargaining unit work.

4) The Programs will be held for two hours from 3:00 pm to 5:00 pm on days as dictated by student and district needs.

5) The Programs will be provided to any students in grades 7-12.

6) Should student participation exceed 20 students, the district will add an additional staff member as described in 2 and 3 above.

7) Students may leave the Library Media Center at 4:00 to attend an extracurricular activity such as sports practice or to go home if private transportation is available. The Library Media Center program monitor shall not be responsible for supervising those students once they have left the programs.

8) Association members who work in the programs shall be paid \$25.00 per hour. Should no students be in attendance for a program, the supervisor will not be paid for after school supervision and does not need to stay.

9) Participation in the programs is voluntary, and student performance and work performed by the educator in a program shall not be mentioned or referred to in the Association member's Annual Professional Performance Review (APRR).

10) The Association will have the right to provide feedback to the Board of Education regarding the programs' effectiveness. The Association can ask to meet with the Superintendent to recommend changes to the programs.

APPENDIX F MENTORING PROGRAM GUIDELINES

The Association and the District agree to a Teacher Mentor Program which will among other things contain the following elements:

1. The program will maintain consistency with regulations promulgated by the New York State Education Department.
2. The program will contain stipends for the mentors. A stipend of \$800 will be paid to mentors providing mentoring services to teachers in their first year of teaching service. A stipend of \$600 will be paid to mentors providing mentoring services for experienced teachers. The stipend for mentor coordinator shall be \$624. Should mentoring services for first year or experienced teachers be less than one school year in length, stipends will be prorated.
3. The program will provide for release time for the mentors. The mentor/mentee pairings will have a total of 4 release days, taken as full or half days, to facilitate mentor program goals and activities that need to be conducted during the school day as outlined in the mentor plan document.
4. The Association and the District will meet periodically either through labor management or separate committee to review and refine the program as is necessary.

APPENDIX G

END OF YEAR SIGN OUT

- Teachers will complete the end-of-year responsibilities applicable to them, following the timelines noted.
- If it is necessary to deviate from the noted timelines, teachers will seek administrative authorization to do so.
- Upon completion of responsibilities, teachers will sign the sheet and turn it in at the Main Office.
- The principal's signature is for administrative purposes and is not required before the teacher leaves for the summer.
- Any changes to the "2010-11 Final Sign-Out Sheet" template must be agreed upon by May 1 of the school year with both parties' consent.
- The secondary final exam schedule will be constructed in consultation with instructional staff.

APPENDIX H **APPR**

ANNUAL PROFESSIONAL PERFORMANCE REVIEW (APPR) FOR TEACHERS SUBJECT TO EDUCATION LAW § 3012-d

I. Introduction

Education Law §3012-d requires districts to adopt a performance evaluation system for classroom teachers and principals. The evaluation system is designed to measure teacher effectiveness based on performance, including measures of student achievement and evidence of educator effectiveness in meeting New York State teacher standards.

- A. This APPR plan and the procedures and methods described herein shall apply to all teachers.
- B. Nothing in this plan shall be construed to affect the right of the Board of Education to terminate a probationary teacher or restrict the discretion of the Superintendent and/or the Board of Education to make a determination on the status of a probationary teacher regarding tenure.

II. Availability of the Plan

As required by statute, the Board of Education has adopted revised plans for the Annual Professional Performance Review (APPR) of all teachers and principals. These documents will be kept on permanent file in the district office with the District Clerk. Within 10 school days of adoption by the Board of Education, the APPR documents will be published to the District's website (www.cvsos.org). Any amendments to the APPR Plans will be filed in the District Office and published on the District's website within 10 school days of the effective date of the amendment.

III. Evaluators and Lead Evaluators

- A. An **evaluator** is any individual who conducts an evaluation of a teacher, including any person who conducts an observation or assessment as part of a teacher evaluation. An evaluator may be a principal or other trained administrator.

The District will ensure that all evaluators are properly trained and certified to complete an individual's performance review. Evaluator training will be conducted by properly credentialed personnel. Evaluator training will replicate the recommended SED model certification process per Education Law §3012-d regulations. This training will include the following elements:

- New York State Teaching Standards
- Evidence-based observation method
- Application and use of the NYSUT 2014 edition teacher rubric
- Use of *Statewide Instructional Reporting System*
- Scoring methodology used to evaluate teachers
- Specific considerations in evaluating teachers of English Language Learners and Students with Disabilities.

- B. A **lead evaluator** is the primary person responsible for a teacher's evaluation. Typically, the lead evaluator is the person who completes and signs the annual professional performance review. To the extent possible, a principal should be the lead evaluator of a classroom teacher.

The District will ensure that all lead evaluators are properly trained and certified to complete an individual's performance review. Evaluator training will be conducted by properly credentialed personnel. Evaluator training will occur regionally and will replicate the recommended SED model certification process per Education Law §3012-d regulations. This training will include the following elements:

- New York State Teaching Standards
- Evidence-based observation methods
- Application and use of the NYSUT 2014 edition teacher rubric
- Application and use of any assessment tools used to evaluate teachers
- Use of *Statewide Instructional Reporting System*
- Scoring methodology used to evaluate teachers
- Specific considerations in evaluating teachers of English language learners and students with disabilities.

- C. **The District's process for certifying and recertifying lead evaluators and for maintaining inter-rater reliability:**

The Board of Education, upon presentation of evidence that a lead evaluator has satisfactorily completed appropriate evaluator training (as detailed above) shall

certify the evaluator as qualified to conduct Annual Professional Performance Review evaluations. Once each year thereafter, the Board of Education shall review and recertify lead evaluators for the district.

Working with other component districts in the ONC BOCES region, or other alliances, the District will develop a process for evaluating inter-rater reliability, as required by law.

IV. Annual Evaluation of Teachers

- A. All teachers shall be observed and evaluated based upon the APPR procedures and instruments contained herein.
- B. All classroom teachers shall be evaluated annually based on four (4) performance levels of proficiency as follows: Highly Effective, Effective, Developing or Ineffective.
- C. All aspects of teacher effectiveness shall be evaluated by 50% on Student Performance and 50% on Teacher Practice. An Overall Teaching Rating will be determined by using SED provided rubric.

50% Student Performance

- o Student performance ratings for all teachers are determined by our students’ performances on the “Big 5” Regents Exams: Algebra I, English Language Arts, Global History and Geography, Living Environment, and United States History & Government. Passing will be 65% or higher for regular education students and 55% or higher for special education students.
- o **HEDI Bands** for the Student Performance Rating:

Highly Effective			Effective			Developing		Ineffective												
20	19	18	17	16	15	14	13	12	11	10	9	8	7	6	5	4	3	2	1	0
97-	93-	90-	85-	80-	75-	67-	60-	55-	49-	44-	39-	34-	29-	25-	21-	17-	13-	9-	5-	0-
100	96	92	89	84	79	74	66	59	54	48	43	38	33	28	24	20	16	12	8%	4%
%	%	%	%	%	%	%	%	%	%	%	%	%	%	%	%	%	%	%	%	%

50% Teacher Practice

- o Fifty (50) percent of your total composite effectiveness score will come from your actual teacher practice. Announced observations and unannounced Walk Throughs (WT) will be used to create a formal evaluation of teachers based on multiple measures that are aligned with the New York State Teaching Standards.

- Each tenured teacher will have at least one formal announced observation per year and unannounced observations will be carried out in the form of WT which will total at least one period of evaluator observation time. One formal observation must be completed by February 1st.
- Probationary teachers will have at least two announced observations per year and unannounced observations will be carried out in the form of WT totaling at least one and a half instructional periods. The first announced observation must be completed by December 1st.
- Announced classroom observation is weighted 90%.
Unannounced classroom observation is weighted 10%.
- Announced Classroom observations shall follow a clinical observation model as follows:
 - On or before three (3) school days prior to the observation the teacher will submit to the evaluator a completed Pre-Conference Form via email or other electronic means.
 - The evaluator will hold a pre-conference meeting prior to the classroom observation.
 - Each observation shall be for a minimum of thirty (30) minutes in length.
 - The certified evaluator will consider scheduled observations a priority and will cancel them only in the event of an emergency.
 - On or before three (3) school days after the observation the teacher will submit to the evaluator via email a completed Post- Observation form.
 - The evaluator will hold a post-conference meeting with the teacher within six (6) school days following the classroom observation to discuss the strengths and/or weaknesses of the lesson observed based on the evidence collected and presented.
 - The teacher and evaluator/lead evaluator may mutually agree to alter this observation timeline.
- Unannounced Classroom observations will be carried out in the form of Walk Throughs (WT) and shall adhere to the following guidelines:
 - At least one unannounced observation is completed by the building principal who did not complete the announced observation.
 - Each WT shall be for a minimum of three (3) minutes in length.
 - By the third (3rd) school day following a WT, the WT form shall be completed and returned to the teacher.
 - The teacher will have the opportunity to schedule a meeting with the lead evaluator to discuss in a natural conversation any comments made on a WT form.
 - The teacher and evaluator/lead evaluator may mutually agree to alter this observation timeline.

Observations Using the NYSUT 2014 Rubric

Announced observations and Walkthroughs will be used to create a formal evaluation of teachers based on multiple measures, and aligned with the New York State Teaching Standards. Teacher performance will be assessed using the NYSUT (2014 Edition) Teacher Rubric. As such, teachers shall be specifically evaluated on:

- **Standard 1:** *Knowledge of Students & Student Learning*
- **Standard 2:** *Knowledge of Content and Instructional Planning*
- **Standard 3:** *Instructional Practice*
- **Standard 4:** *Learning Environment*
- **Standard 5:** *Assessment for Student Learning*
- **Standard 6:** *Professional Responsibilities and Collaboration*
- **Standard 7:** *Professional Growth*

Standard 1: Knowledge of Students and Student Learning

- 1.1a Demonstrates and plans using knowledge of developmental characteristics of their students.
- 1.3a Plans for student strengths, interests, experiences to meet diverse learning needs of each student.
- 1.6a Understands technological literacy and its impact on student learning.

Standard 2: Knowledge of Content and Instructional Planning

- 2.2b Incorporates individual and collaborative critical thinking and problem solving.
- 2.4a Articulates learning objectives/goals with learning standards.
- 2.5b Designs learning experiences using prior knowledge.

Standard 3: Instructional Practice

- 3.1b Engages students.
- 3.2a Provides directions and procedures.
- 3.2d Communicates content.
- 3.4a Differentiates instruction.
- 3.5a Provides synthesis, critical thinking, problem-solving and opportunities for collaboration.
- 3.6a Uses formative assessment to monitor and adjust pacing.
- 3.6b Provides feedback during and after instruction.

Standard 4: Learning Environment

- 4.2b Promotes student curiosity and enthusiasm.
- 4.3a Establishes routines/procedures/transitions and expectations for student behavior.

Standard 5: Assessment for Student Learning

- 5.1b Measures and records student achievement.
- 5.2a Uses assessment data as feedback to set goals with students.
- 5.2b Engages students in self-assessment.
- 5.5a Communicates purposes and criteria.

Standard 6: Professional Responsibilities and Collaboration

- 6.1a Demonstrates ethical, professional behavior.

- 6.1b Advocates for students.
- 6.3a Communicates student performance to families.

Standard 7: Professional Growth

- 7.1a Reflects on evidence of student learning.
- 7.2b Engages in professional growth to expand knowledge base.
- 7.3b Collaborates with peers.

The NYSUT 2014 Rubric contains seven (7) teaching standards. Each teaching standard is comprised of a set of elements; each element has indicators that will be assessed as either:

- 1. Ineffective = 1 point;
- 2. Developing = 2 points;
- 3. Effective = 3 points; or
- 4. Highly Effective = 4 points.

Teachers will be evaluated annually on all seven (7) standards. The standards are weighted equally. Each teacher will receive a final completed NYSUT Rubric with his/her HEDI Score for the 50% practice portion of the APPR by June 15th. All evidence which was used to construct the evaluation will be available electronically in Oasis for the teacher to view. An end of the year exit meeting between the teacher and principal will allow for an opportunity to engage in a natural conversation about any aspects of the APPR which may not have been directly observed, Standards 6 and 7 especially. (Refer to Form D for Standards 6 and 7 Template).

Overall Teacher Rating

Once the overall, weighted Student Performance and Teacher Observation Category ratings are determined, the overall rating determination for a teacher shall be determined according to a methodology as follows:

		<u>Observation/School Visit</u>			
		<u>Highly Effective (H)</u>	<u>Effective (E)</u>	<u>Developing (D)</u>	<u>Ineffective (I)</u>
<u>Student Performance</u>	<u>Highly Effective (H)</u>	H	H	E	D
	<u>Effective (E)</u>	H	E	E	D
	<u>Developing (D)</u>	E	E	D	I
	<u>Ineffective (I)</u>	D*	D*	I	I

V. Professional Development

The parties agree that the purpose of conducting an APPR is to improve professional practice and improve student performance. APPR must therefore be a significant factor in shaping the professional development opportunities provided to teachers. The District and the Association shall cooperate in designing professional development activities that are appropriate for and responsive to the individual needs of each individual teacher as identified in his/her APPR.

The APPR/PDP committee shall be responsible for developing and recommending to the Superintendent of Schools all aspects of the professional development plan.

VI. Teacher Improvement Plans (TIP)

Upon receiving a rating of “developing” or “ineffective” composite score on an evaluation of a teacher shall be provided with a TIP or in the case of one of the subcomponents, a teacher may be provided with a TIP.

- The TIP shall be provided as soon as practicable, but in no case later than ten school days after the opening of classes for the school year.
- The parties understand and agree that the sole and exclusive purpose of a TIP is the improvement of teaching practice and that the issuance of a TIP is not a disciplinary action.
- The TIP shall be developed in consultation with the teacher, and Association representation shall be afforded at the teacher’s request. The teacher shall be advised of his/her right to such representation.
- The Association president shall be timely informed whenever a teacher is placed on a TIP and, with the agreement of the teacher, shall be provided with a copy of the TIP.
- Refer to Form E: Teacher Improvement Plan.

VII. Appeal Process

The purpose of the internal APPR appeals process is to foster and nurture growth of the professional staff in order to maintain a highly qualified and effective workforce. The Appeals Procedure shall provide for the timely and expeditious resolution of the appeal. All tenured and probationary employees who meet the appeal process criteria identified below may use this appeal process. A teacher may not file multiple appeals regarding the same performance review, i.e. all grounds for appeal must be made in the form of a single appeal.

APPR Subject to Appeal Procedure

Any unit member aggrieved by an APPR rating of either “ineffective” or “developing” may challenge that APPR. In accordance with Education Law §3012-d, an APPR which is the subject of a pending appeal shall not be sought to be offered in evidence or placed in evidence in any Education Law §3020-a proceeding, or any locally negotiated procedure, until the appeal process is concluded.

Grounds for an Appeal

An appeal may be filed for any substantive or procedural issues challenging the APPR based upon one or more of the following grounds:

- a. The substance of the Annual Professional Performance Review;
- b. The district’s failure to adhere to the standards and methodologies required for the Annual Professional Performance Review, pursuant to *Education Law* §3012-d and applicable rules and regulations and locally negotiated procedures;
- c. The district’s failure to issue and/or implement the terms of the Teacher Improvement Plan, where applicable, as required under *Education Law* §3012-d.

Notification of the Appeal

In order to be timely, the notification of the APPR appeal shall be filed, in writing, within ten (10) school days after the teacher has received the APPR. Notification of the appeal shall be provided to the superintendent of schools.

Hearing

A hearing will be held within five (5) school days of receipt of an appeal by the Superintendent. In the event that a conflict of interest arises the superintendent and the association will resolve the issue by mutual consent. All materials must be submitted prior to or at the hearing to be considered in the deliberations related to the resolution of the appeal.

Written response to appeal

Within five (5) school days at the conclusion of the hearing, the Superintendent or his/her designee must submit a detailed written response. The response must include any

and all additional documents or written materials that are specific to the point(s) of disagreement and/or are relevant to the resolution of the appeal. Any material not submitted prior to or at the hearing shall not be considered in the deliberations related to the resolution of the appeal.

Burden of Proof

In an appeal, the teacher has the burden of demonstrating a clear legal right to the relief requested and the burden of establishing the facts upon which the petitioner seeks relief.

Exclusivity of §3012-d Appeal Procedure

The 3012-d appeal procedure shall constitute the exclusive means for initiating, reviewing and resolving any and all challenges and appeals related to a teacher performance review. A teacher may not resort to any other contractual grievance procedures for the resolution of challenges and appeals related to a professional performance review and/or improvement plan, except as otherwise authorized by law. Nothing shall preclude an employee from raising any substantive or procedural issue as an affirmative defense in 3020A.

VIII. Forms

- Form A: Pre-Observation Form
- Form B: Post-Observation Form
- Form C: Walk-Through Form
- Form D: Standards 6 & 7 Form
- Form E: Teacher Improvement Plan
- Form F: Appeals Form

Cherry Valley- Springfield Central School
Form A: Pre-Observation Form
(Please submit electronically)

Teacher Name:

Date:

Unit:

Class:

Lesson:

Curriculum Standard(s)

Identify the curriculum standards to be taught; connect to other standards within or outside of the discipline.

Learning Objectives/Learning Targets

Identify the important concepts and skills that students will be expected to learn.

Instructional Procedures

For Example: Warm-up or opening to lesson, activities to engage students in the intended learning outcomes, closure activity. How do you check for understanding?

Student/Class Profile

Identify any accommodations in instruction to meet student learning needs.

Groups

How will students be grouped for each activity of the lesson?

Differentiated Instruction

How do you meet the needs of different learners in the classroom?

Assessments

Identify the formative and/or summative assessments used to determine student progress towards achieving the learning outcomes of the lesson.

Resources

Identify resources and materials needed for the lesson.

Cherry Valley- Springfield Central School
Form B: Post-Observation Form
(Please submit electronically)

Teacher Name:

Date:

Date of Observation:

Educator should complete reflection questions prior to the post-observation conference.

As you reflect on the lesson, were the students cognitively engaged in the work? How do you know? (Such as 7.1)

How did you ensure that all students were engaged in the lesson? (For example, students who are culturally and linguistically diverse, have special needs, have low socioeconomic status (SES), are English language learners (ELL), are identified in lower achievement groups, or are exceptional) (Such as 7.1; 5.1)

Did the students learn what you expected them to learn? How do you know? If you do not know at this point, when will you know, and what will be the evidence of their learning? (Such as 7.1; 5.1; 5.2)

What have you done to promote a culture of learning in your classroom? (Such as 7.1)

Did you alter your lesson plan or adjust your outcomes as you taught the lesson? If so, how, and for what reason? (Such as 5.1; 5.2)

If you taught this lesson again to the same group of students, would you do anything differently?

Are there other thoughts or evidence to the lesson that you would like to share?

**Cherry Valley- Springfield Central School
Form C: Walk-Through Form**

Walk-Through Feedback Form

Teacher:

Date:

Time/ Period:

**Activities in progress:
(Mark all that apply)**

- Lecture
- Teacher led instruction
- Teacher/ Student discussion
- Student/ Student discussion
- Cooperative group activity
- Students using technology
- Teacher using technology
- Small group instruction
- Independent work
- Guided practice

**Reasons for observing teachers are
related to professional conduct as
outlined in the NYS Teacher Standards**

- Standard 1: Knowledge of Students & Student Learning
- Standard 2: Knowledge of Content and Instructional Planning
- Standard 3: Instructional Practice
- Standard 4: Learning Environment
- Standard 5: Assessment for Student Learning
- Standard 6: Professional Responsibilities
- Standard 7: Professional Growth

Evidence:

Comments (optional):

Note: Teachers are encouraged to follow-up a walk-through observation with a natural conversation with the evaluator.

**Cherry Valley- Springfield Central School
Form D: Standards 6 & 7**

**EVIDENCE COLLECTION
STANDARD SIX – PROFESSIONAL RESPONSIBILITIES AND COLLABORATION**

ELEMENTS	PERFORMANCE INDICATORS	EVIDENCE / NOTES
<p>6.1 Teachers uphold professional standards of practice and policy as related to students' rights and teachers' responsibilities.</p>	<p>a. Demonstrates ethical, professional behavior</p> <p>b. Advocates for students</p> <p>c. Demonstrates ethical use of information and information technology</p> <p>d. Completes training to comply with state and local requirements and jurisdictions</p>	<ul style="list-style-type: none"> ● Procedures related to attendance (i.e. calling in, adequate sub plans, etc.) ● Participation in GLMs, faculty meetings, CSE meetings, parent conferences, department meetings and/or interdisciplinary planning teams ● Use of district email ● Use of district student management system (i.e.SchoolTool) ● Use of Cleartrack ● Use of Finance Manager ● Attendance at Right to Know ● Attendance at DASA trainings ● Attendance and participation district conference days ● Chemical Hygiene Training
<p>6.2 Teachers engage and collaborate with colleagues and the community to develop and sustain a common culture that supports high expectations for student learning.</p>	<p>a. Supports the school as an organization with a vision and mission</p> <p>b. Participates on an instructional team</p> <p>c. Collaborates with the larger community</p>	<ul style="list-style-type: none"> ● Participation on Shared Decision Making Committees ● Attendance and participation on conference days ● Participation on scoring teams for NYS testing ● Participation in GLMs, department meetings and/or interdisciplinary planning teams ● Participation in school related functions including but not limited to: Art Show, History Fair, Science Fair, PARP, Class Night, Concerts, Honor Society Events, School Banquets for Athletics or Drama, Drama events, Graduation, PK Orientation, Kindergarten Orientation, CFES ● Collaboration with community stakeholders (Ex. Fire Department, Restaurants, etc)
<p>6.3 Teachers communicate and collaborate with families, guardians, and caregivers to enhance student development and success.</p>	<p>a. Communicates student performance to families</p>	<ul style="list-style-type: none"> ● Participation in Open House ● Completed Report Cards ● Use of district student management system ● Attendance/ participation on Parent Conference Days ● Coaching, Advising ● Participation in school related functions including but not limited to: Art Show, History Fair, Science Fair,

		<p>PARP, Class Night, Concerts, Honor Society Events, School Banquets for Athletics or Drama, Drama events, Graduation, PK Orientation, Kindergarten Orientation, CFES</p> <ul style="list-style-type: none"> ● Publish articles in district newsletter and/or parent letters
<p>6.4 Teachers manage and perform non-instructional duties in accordance with school district guidelines or other applicable expectations.</p>	<p>a. Maintains records</p> <p>b. Manages time and attendance</p> <p>c. Maintains classroom and school resources and materials</p> <p>d. Participates in school and district events.</p>	<ul style="list-style-type: none"> ● Completion of and accuracy of district student management system ● Collects and maintains accurate records with student assessment data ● Use of Finance Manager ● Complies with BOE policies and district guidelines ● Completion of inventory records ● Use of Finance Manager ● Completion of the End of the Year checklist ● Coaching ● Advising ● Attendance at district functions (athletic competitions, parent nights, CVSTA events etc)
<p>6.5 Teachers understand and comply with relevant laws and policies as related to students' rights and teachers' responsibilities.</p>	<p>a. Communicates policies</p> <p>b. Reports concerns</p> <p>c. Adheres to policies and contractual obligations.</p>	<ul style="list-style-type: none"> ● Complies with SAFE legislation ● Abides by FERPA laws ● Follows the Chemical Hygiene Plan ● Complies with DASA legislation ● Use of Cleartrack ● Maintains certifications needed to coach(CPR/AED, First -Aid, CVC Heads-Up Concussion in Youth Sports , & 3 NYS Required Licensing Courses) ● Completes Incident Reports as needed ● Complies with district policies and/or guidelines related to student confidentiality ● Use of interlibrary loan system ● Completes end of the year sign out sheet

EVIDENCE COLLECTION
STANDARD SEVEN – PROFESSIONAL GROWTH

ELEMENTS	PERFORMANCE INDICATORS	EVIDENCE / NOTES
7.1 Teachers reflect on their practice to improve instructional effectiveness and guide professional growth	a. Reflects on evidence of student learning b. Plans professional growth	<ul style="list-style-type: none"> ● Completion of the Pre Observation Form ● Completion of the Post Observation Reflection ● Participation on NYS Assessment Scoring Teams and/or Regents Scoring ● Participation in GLMs , department meetings and/or interdisciplinary planning teams ● Participation in BOCES Network Team Trainings ● Attendance at subject specific conferences ● Attendance at faculty meetings
7.2 Teachers set goals for and engage in ongoing professional development needed to continuously improve teaching competencies.	a. Set goals b. Engages in professional growth to expand knowledge base	<ul style="list-style-type: none"> ● Participation in BOCES Network Team Trainings
7.3 Teachers communicate and collaborate with students, colleagues, other professionals and the community to improve practice.	a. Gives and receives constructive feedback b. Collaborates with peers	<ul style="list-style-type: none"> ● Participation in district meetings ● Participation on scoring teams for NYS assessments ● Participation in co-teaching classrooms w/ integrated support staff ● Additional graduate course completion ● Participation on school related committees (LAP, Code of Conduct, Scholarship, Student Council, etc) Participation in GLMs , department meetings and/or interdisciplinary planning teams ● Mentoring
7.4 Teachers remain current in their knowledge of content and pedagogy by utilizing professional resources.	Accesses professional memberships and resources	<ul style="list-style-type: none"> ● Continued professional development (CVSTA sponsored events) ● Continued education (proof required) ● Professional Memberships to Educational Organizations ● Mentoring

<p style="text-align: center;">Cherry Valley- Springfield Central School Form E: Teacher Improvement Plan</p>
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Regulation: Under Section 100.2 of the Regulations of the Commissioner of Education, a Teacher Improvement Plan (TIP) is described as follows: “Teacher Improvement: The plan shall describe how the school district or BOCES addresses the performance of teachers whose performance is evaluated as developing or ineffective, and shall require the development of a teacher improvement plan for teachers so evaluated, which shall be developed by the district or BOCES in consultation with such teacher.”

Key Ideas:

1. Development of a TIP should be a helpful, professional conversation, identifying solutions to problems and resources that will help a teacher improve professional performance.
2. The responsibility for facilitating the process to help a teacher in need of improvement is with the Cherry Valley-Springfield Central School District (CVS).
3. The lead evaluator/evaluator will identify area(s) in need of improvement.
4. A TIP is to be developed collaboratively between the lead evaluator/evaluator and the teacher in need of improvement.
5. The teacher will have a CVSTA Representative in the development of the TIP.
6. A TIP will be developed for any CVS teacher whose performance is evaluated as developing or ineffective, regardless of tenure status.
7. A teacher’s mentor may not be involved in any way with the evaluation of the teacher during the TIP process.
8. A teacher who requires a TIP shall be observed and supervised on a more frequent basis and may be provided additional assistance as determined.

TIP Procedures:

1. Upon determining that a teacher is in need of improvement, the lead evaluator/evaluator will notify the teacher in writing that there will be a meeting with the teacher and a CVSTA Representative designated by the CVSTA President.
2. The TIP will include the following:
 - a. Determination of the area(s) of concern, as per the criteria listed in the Annual Professional Performance Review for Teachers.

- b. A description of the desired change to include potential examples that will demonstrate progress
 - c. A description of a plan to affect change
 - d. The person(s) responsible for monitoring the change
3. The improvement plan timeline will include a starting date, benchmark dates to monitor progress, and expected date of completion.
4. Upon development of the TIP, the lead evaluator/evaluator will write a memo to the teacher in need of improvement. The memo shall include the following:
 - a. The date the lead evaluator/evaluator, teacher, and CVSTA Representative met
 - b. Signatures of all present at the meeting
 - c. A copy of the TIP
5. A copy of the memo and the TIP will be submitted to the teacher in need of improvement, the CVSTA Representative and the superintendent.

The teacher with the TIP will adhere to the plan and is responsible for submitting paperwork as needed to supervising administration.

The lead evaluator/evaluator, teacher, and CVSTA representative will meet and will hold periodic meetings scheduled every five weeks to determine the teacher's progress as defined by the TIP. At those meetings, they will determine if:

- Further improvement in the criteria is necessary. The current TIP will continue until the next review in [month, year].
- Further improvement is necessary. The current TIP has been amended and the contents have been discussed and mutually agreed upon. A copy of the amended TIP is attached.
- The improvements as outlined in the TIP have been made and desired changes have occurred. The TIP is no longer needed at this time.

At these times, the Teacher Improvement Plan Review Form will be completed and copies will be provided to the teacher and Superintendent.

**Cherry Valley-Springfield Central School
Teacher Improvement Plan Development Meeting**

Re: Teacher Improvement Plan, [teacher's name]

Date: [date of memo]

On [date of TIP meeting] at [time of TIP meeting], _____ (teacher),
_____ (CVSTA representative), and _____ (building principal)
met to discuss development of a Teacher Improvement Plan (TIP) for [teacher's name].
The contents of the TIP were discussed and mutually agreed upon.

Signature: _____	Date: _____
(Signature of teacher)	
Signature: _____	Date: _____
(Signature of CVSTA Representative)	
Signature: _____	Date: _____
(Signature of Lead Evaluator/Evaluator)	

Copies to:

_____, Teacher
_____, CVSTA Representative
_____, CVSTA President (if other than Representative)
_____, Principal
_____, Superintendent

After consultation with my union representative, I waive my right to have a CVSTA Representative.

_____ Signature, Teacher	_____ Date
_____ Signature, CVSTA Representative	_____ Date

**Cherry Valley-Springfield Central School
Teacher Improvement Plan (TIP)**

Teacher:
Subject/Grade Level:
Date:

Standards in Need of Improvement:

Plan to Affect Change:

_____ TIP plan will begin _____ and conclude _____.

Fall Semester _____		Teaching Standard(s) Addressed
Date	Activities	
Date	Activities	
Date		

Lead Evaluator/Evaluator, teacher, and CVSTA representative will meet for the final formal Teacher Improvement Plan Review Meeting and signing of the document.

Spring Semester _____		Teaching Standard(s) Addressed
Date	Activities	
Date	Activities	
Date		

Lead Evaluator/Evaluator, teacher, and CVSTA representative will meet for the final formal Teacher Improvement Plan Review Meeting and signing of the document.

Person Responsible for Monitoring Change:

Support/Resources Provided by the District:

**Cherry Valley- Springfield Central School
Form F: Appeals Form**

Principal _____
Building _____

Evaluator _____
Date _____

Grounds for an Appeal:

Indicate the grounds for the appeal. Any grounds not raised at the time the appeal is filed shall be deemed waived. Only an "ineffective" or "developing" rating can be appealed.

- _____ The substance of the annual professional performance review;
- _____ The district's failure to adhere to the standards and methodologies required for the APPR, pursuant to Education Law 3012-d and applicable rules and regulations;
- _____ The district's failure to comply with application locally negotiated procedures;
- _____ The district's failure to issue and/or implement the terms of the principal improvement (PIP), as required under Education Law 3012-d.

Statement of Grievance and Supporting Documentation

Attach a detailed written description of the specific grounds for the appeal as well as the performance review. Include all supporting documentation, or specifically noted if pending. Any grounds for appeal or any supporting documentation/information not submitted or noted at the time the appeal is filed shall not be considered.

Date _____ Teacher's Signature _____

Evaluator's Response

Attach written findings

Date _____ Evaluator's Signature _____

Superintendent's Response

Attach written findings

Date _____ Superintendent's Signature _____

**APPENDIX I
LTA Evaluation**

Teacher Assistant:	Assignment:				
Date:	School Year:				
PART I					
4 – Highly Effective 3 – Effective 2 – Developing 1 – Ineffective N/A – N/O	Consistently performs well above the established standards. Consistently meets standards. Adequately meet standards. Clearly below standards. Teacher assistant may be placed on an improvement plan. Either not applicable or not observable during this particular session.				
Criteria:	N/A N/O	1	2	3	4
<i>Content Knowledge:</i>					
<ul style="list-style-type: none"> ● Demonstrating Support through Knowledge of Content and Pedagogy 					
<ul style="list-style-type: none"> ● Demonstrating Support Through Knowledge of Resources 					
<i>Classroom Management:</i>					
<ul style="list-style-type: none"> ● Creating an Environment of Respect and Rapport 					
<ul style="list-style-type: none"> ● Managing Classroom Procedures 					
<ul style="list-style-type: none"> ● Managing Student Behavior 					
<ul style="list-style-type: none"> ● Organizing Physical Space 					

Criteria:	N/A N/O	1	2	3	4
<i>Support of Instructional Delivery:</i>					
<ul style="list-style-type: none"> Communicating Clearly and Accurately 					
<ul style="list-style-type: none"> Using Questioning & Discussion Techniques 					
<ul style="list-style-type: none"> Engaging Students in Learning 					
<ul style="list-style-type: none"> Checks for Understanding 					
<i>Student Development:</i>					
<ul style="list-style-type: none"> Demonstrating Knowledge of Students 					
<ul style="list-style-type: none"> Demonstrating Flexibility & Responsiveness 					
<i>Collaboration:</i>					
<ul style="list-style-type: none"> Supporting Communication With Families 					
<ul style="list-style-type: none"> Contributing to the School/District 					
<ul style="list-style-type: none"> Preparation 					
<i>Reflective & Responsiveness Practice</i>					

• Growing & Developing Professionally					
• Showing Professionalism					
• Manages Time & Attendance					
• Confidentiality					

OVERALL SCORE:

An overall score below a 2 will require LTA to be placed on an improvement plan.

PART II – NARRATIVE SUMMARY

A. Administrator’s Comments:

B. Teacher Assistant’s Comments:

Signature indicates acknowledgement of receipt of the performance evaluation, and not necessarily agreement with the content of the evaluation. Comments or responses from the recipient may be attached before returning to the superintendent, and will be placed in the personnel file along with the evaluation.

 Signature of Evaluator Date

 Date

Signature of Teacher Assistant

APPENDIX J
Chief Information Officer

1. Beginning with the 2014-2015 school year, there shall exist in the District a position with the title of Chief Information Officer (hereinafter referred to as “the CIO).
2. The CIO position shall be an annual, extra-curricular appointment.
3. The CIO will be compensated at the same rate as that of the “current” 7th section stipend found within the parties’ collective bargaining agreement.
4. The CIO will not perform any duties which would be considered “Management/Confidential” in nature, including but not limited to any APPR data entry of Association members’ scores or ratings.

APPENDIX K
Preparation Time for Special Assignment

1. A teacher who is on special assignment and doing work that does not involve working with students, will be given the same amount of preparation time as a licensed teaching assistant (which is currently forty (40) minutes).
2. This preparation time is in addition to the teacher’s thirty (30) minute duty free lunch.
3. The manner in which the forty (40) minutes is scheduled shall be by mutual agreement of the supervising administrator and the teacher; for example, it might make sense to split 2/20 minute breaks but there may be times when it is best to group the 40 minutes together.

APPENDIX L
Video Surveillance Cameras

Pursuant to Education Law §Section 3012-d., the use of video surveillance cameras will not be used as an evaluation tool in the evaluation of the instructional performance of a teacher (APPR) unless such usage has been mutually agreed to by the parties.