

AGREEMENT

BETWEEN

BOARD OF EDUCATION

OF

MIDDLE COUNTRY CENTRAL SCHOOL DISTRICT

and

MIDDLE COUNTRY TEACHERS ASSOCIATION

July 1, 2020 – June 30, 2025

RECOGNITION

1. The District recognizes the Middle Country Teachers Association (hereinafter "Association") as the exclusive representative and negotiating agent of the certified personnel employed, including those teachers employed under federal programs, or to be employed, by the District, except Coordinators, Assistant Principals, Principals, District Supervisors, Directors, Assistant Superintendents, Adult Education Personnel and the Superintendent. All the employees in such bargaining unit are hereinafter referred to as "teachers" in this Agreement. Teachers in federally-funded programs will receive salaries and benefits as approved for those programs and shall be used only in supplementary capacities. Such exclusive recognition shall be for the maximum period allowable under the Taylor Law.

DURATION

2. This Agreement shall become effective on July 1, 2020, and shall terminate on June 30, 2025. The parties agree that all negotiable items have been discussed during negotiations relating to this Agreement and, therefore, agree that negotiations will not be reopened on any item, whether contained herein or not, during the term of this Agreement, except as otherwise provided hereinafter. In no case will matters affecting the terms and conditions of teachers' employment be negotiated with any other bargaining unit.

DEFINITION

3. Except in items 8 and 21, references herein to the Superintendent shall be construed to mean the Superintendent or his/her designee from Central Administration.

NEGOTIATIONS PROCEDURES

4. Representatives designated by the District and representatives designated by the Association shall meet outside of school hours, except for extraordinary situations by mutual consent, for the purpose of negotiating and reaching mutually satisfactory agreements on any matters affecting the terms and conditions of employment of the teachers. Negotiations for a successor agreement shall commence by February 15th, unless the parties agree to a later date.

5. Within thirty (30) days after final acceptance by both parties and the signing of the contract, the District shall provide the Association with sufficient copies of the Agreement so as to allow for distribution to members of the unit throughout the term of this Agreement, plus one hundred (100) copies for the Association use.

6. In the event that new positions are established within the bargaining unit during the term of this Agreement, the District shall discuss proposed rates of pay for such positions with the Association before establishing a rate of pay for each new position.

TAYLOR LAW NOTICE

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

EDUCATIONAL MATTERS

8. The Superintendent, and his/her designee(s), and the Executive Committee of the MCTA shall meet monthly to study and discuss educational matters. The Superintendent will make a reasonable effort to attend these meetings. Either or both parties may make written recommendations as they deem appropriate.

CURRICULAR INNOVATIONS

9. The MCTA recognizes the right of the District, in consultation with the Board approved District Curriculum Council process, to prescribe and approve the curriculum. The District, in conjunction with the Board approved Professional Development Plan, will provide in-service courses regarding curricular and instructional practices, some of which may be held outside of instructional hours. The Superintendent shall have the right to designate certain teachers to attend such in-service courses provided said teachers are notified at least sixty (60) days in advance.

10. The MCTA shall be notified and consulted before any district-wide curricular innovations are instituted. This clause is specifically excluded from the grievance procedure.

NO-STRIKE PLEDGE

11. The MCTA affirms that it does not assert the right to strike against the District or any government, to assist or participate in any such strike, or to impose an obligation to conduct, assist or participate in such a strike. The MCTA also affirms that it will faithfully represent all employees in the unit described above without regard to whether or not they are to remain members of the MCTA.

GRIEVANCES

12. The Association shall represent all teachers in matters of grievance.

Definitions

13. The "Board of Education" shall mean the Middle Country Central School District Board of Education and the agents acting in the official capacities in carrying out Board policies.

14. "Supervisor" shall mean any person, regardless of title, who is assigned to exercise any level of supervisory responsibility over professional personnel, except that it shall not include building teacher chairperson and district coordinator.

15. "Teacher" shall mean any person or persons in this unit represented by the Middle Country Teachers Association.

16. "Grievance" shall mean any claimed violation, misinterpretation or inequitable application of the existing laws, rules, policies, procedures, practices, regulations, administrative orders or decisions, which relate to or involve professional personnel and their working conditions.

17. A "contract grievance" is any alleged violation of the contractual agreement or any dispute with respect to its administration and interpretation.

18. "Days," unless otherwise noted, shall mean school days.

Basic Standards and Principles

19. All teachers shall have the right to present grievances to their Employer in accordance with the provisions of this procedure, free from interference, coercion, restraint, discrimination or reprisal, and the grievance procedure established under this procedure shall provide the right to be represented at all stages thereof.

20. Members of the unit shall be required to perform their functions in a professional manner with regard to their relations with students, teachers, the Administration and the Board of Education. Violations of this provision shall be subject to the grievance procedure.

21. The Superintendent shall have the right to present grievances against teachers in accordance with this procedure. Such grievance shall be presented to the President of the Association and/or his/her designee and discussed between the parties. If the grievance is not settled, the Superintendent may proceed to arbitration pursuant to the rules of the American Arbitration Association (AAA).

22. It shall be the fundamental responsibility of supervisors at all levels, commensurate with the authority delegated to them by their superiors, promptly to consider and take appropriate action upon grievances presented to them by employees under their supervision. To such extent as is practicable, appropriate authority shall be delegated to such supervisors to enable them to carry out the purpose of these procedures.

23. A Building Grievance Committee of Association members shall be established in each school building to represent the entire professional staff in grievance matters.

24. A district-wide District Grievance Committee (D.G.C.) shall be established by the MCTA.

Individual Grievances and Building Grievances

25. A grievance may be initiated by an individual teacher or a group of teachers. The Building Grievance Committee may, at its discretion, initiate a grievance on behalf of a teacher or a group of teachers. No Building Grievance Committee will have the power to diminish, alter, amend or delete any of the provisions of this contract. Said committee may advise the teacher or group of teachers that no grievance exists, in which case the teacher or group of teachers shall have the right to proceed with the grievances as individuals.

District-Wide Grievance

26. A district-wide grievance or one which involves a group of teachers may be initiated by the Association provided all the teachers covered by the grievance are identified.

Sequential Steps of Grievance Procedure

27. There are four stages at which a grievance may be resolved:

- Conference with Building Principal/Administrator
- Conference with the Superintendent or Authorized Designee
- Appeal to the Board of Education
- Referral to an Arbitrator

28. The primary purpose of this procedure is to secure the settlement of a grievance at the lowest stage possible.

29. A grievance shall be presented in writing within forty-five (45) days of the alleged grievance or the grievance shall be deemed waived and barred and outside the jurisdiction of any arbitrator.

Conference with Building Principals

30. When a teacher or group of teachers under the supervision of a Building Principal has a grievance, or a Building Grievance Committee has a grievance, the grievance shall be stated in writing and forwarded to the Building Principal with a request for a conference.

31. The Building Principal shall arrange to meet with the teacher and/or committee, or a duly constituted member of the committee within three (3) days of receipt of the notice of grievance.

32. The Building Principal shall be responsible for settling the grievance if the matter is within his/her authority as defined by State law and the Superintendent.

33. Matters beyond the authority of the Building Principal shall be submitted by the teacher and/or committee to the Administrator allegedly responsible for the grievance.

34. In all cases, the Building Principal shall inform the teacher and/or committee or a duly constituted member of the committee, in writing, of his/her determination within three (3) days of the initial conference meeting.

Conference with the Superintendent or Authorized Designee

35. If a teacher or group of teachers or the Building Grievance Committee is dissatisfied with the determination in Stage One, a written request for a conference with the District Grievance Council (D.G.C.) may be made.

36. The D.G.C. shall meet within five (5) days of receipt of the request, and the Council shall advise whether the grievance shall be referred to the Superintendent or that the determination at Stage One be accepted. This latter action shall be binding on the Building Grievance Committee, but the individual teacher shall have the right to continue his/her appeal on his/her own responsibility without the representation of the Building Grievance Committee.

37. If the D.G.C. advises that the grievance be referred to the Superintendent, they shall so notify the Superintendent and the petitioner, in writing, within three (3) days.

38. Within three (3) days, if possible, of receipt of the D.G.C. notice, the Superintendent shall arrange for a conference with the D.G.C. chairperson, Building Principal and a Building Grievance chairperson and the teacher, if the grievance was initiated by an individual teacher.

39. Within five (5) days of the conference, the Superintendent will inform, in writing, all parties to the conference of his/her determination.

40. In the event that D.G.C. advises the individual teacher or group of teachers to accept the determination of Stage One, and the teacher or group of teachers wishes to refer the matter to the Superintendent on his/her or their own, he/she or they may do so by written request for a conference within three (3) days of receipt of the D.G.C. determination, if possible. The Superintendent shall arrange such a conference within three (3) days, if possible, of receipt of the request of the teacher(s). Within three (3) days following the conference, written notice of the determination shall be made. Further appeal by the teacher(s) beyond this stage shall be made on his/her or their own by petition to the Board of Education.

Appeal to the Board of Education

41. If the D.G.C. finds the grievance determination by the Superintendent to be unsatisfactory, it may, within ten (10) days, petition the Board of Education to review the decision of the Superintendent in executive session with representatives of the D.G.C. The Board of Education must notify the D.G.C. of its determination within twenty-five (25) days upon receipt of the grievance.

Referral to an Arbitrator

42. In the event the Association is not satisfied with the determination of the Board with respect to a grievance, it may, within ten (10) days, refer the grievance to arbitration pursuant to the procedures of the American Arbitration Association.

43. The arbitrator's decision will be in writing and will set forth his/her findings, reasonings and conclusions on the issues submitted to him/her. The arbitrator shall have no power to add to, subtract from or amend any of the provisions of the Agreement.

The arbitrator's decision shall be binding on all parties only with respect to contract grievances.

The arbitrator's decision on all other grievances shall be advisory in nature.

The cost for the services of the arbitrator will be borne equally by the District and the Association.

Succession

44. The procedure may be waived at any stage by mutual written consent of the parties concerned and advanced to the next successive stage.

SALARY

45. Salaries for the duration of this Agreement shall be paid in accordance with appendix "A-1." Appendix "A-2" will be calculated and distributed to the members of the unit by April 2021. Appendix "A-3" will be calculated and distributed to the members of the unit by April 2022. Appendix "A-4" will be calculated and distributed to the members of the unit by April 2023. Appendix "A-5" will be calculated and distributed to the members of the unit by April 2024.

Effective July 1, 2020: The 2019-20 salaries shall be increased by the State-issued tax levy limit based upon the consumer price index for all urban consumers (CPI-U) for the twelve (12) month period ending December 31, 2019, with a minimum of 1% and a maximum of 2% (i.e., 1.81%).

Effective July 1, 2021: The 2020-21 salaries shall be increased by the State-issued tax levy limit based upon the consumer price index for all urban consumers (CPI-U) for the twelve (12) month period ending December 31, 2020, with a minimum of 1% and a maximum of 2%.

Effective July 1, 2022: The 2021-22 salaries shall be increased by the State-issued tax levy limit based upon the consumer price index for all urban consumers (CPI-U) for the twelve (12) month period ending December 31, 2021, with a minimum of 1% and a maximum of 2%.

Effective July 1, 2023: The 2022-23 salaries shall be increased by the State-issued tax levy limit based upon the consumer price index for all urban consumers (CPI-U) for the twelve (12) month period ending December 31, 2022, with a minimum of 1% and a maximum of 2%.

Effective July 1, 2024: The 2023-24 salaries shall be increased by the State-issued tax levy limit based upon the consumer price index for all urban consumers (CPI-U) for the twelve (12) month period ending December 31, 2023, with a minimum of 1% and a maximum of 2%.

For 2020/21, 2021/22, 2022/23, 2023/24 and 2024/25, the auxiliary schedules, stipends and hourly rates traditionally improved by the base salary percentages shall be improved by the percentage increases applied to base salary in those years pursuant to this paragraph.

All increments shall be paid as of July 1st of each year of this Agreement or when increments are due.

For the 2004/05 school year only, the District shall withhold as deferred compensation from each unit member, a sum equal to his/her base salary for one (1) week. This sum will be prorated and withheld in equal installments from each paycheck due to the employee during 2004/05. Pay for the services rendered during that one (1) week period to which such paycheck applies shall be paid to the unit member upon separation from service to the District at the rate of pay applicable at the time of separation.

Indices

46. The indices for the salary schedules will be reflected in Appendices A-1 through A-5.

Longevity Increments

47. Longevity increments shall be based on the following schedules:

\$1,000 Year 24
\$1,000 Year 27
\$1,000 Year 30

Longevity increments shall be granted without application by the teacher after he/she has applied for the first longevity.

48. Military service up to two (2) years will be included toward longevity increment. Ten (10) years of teaching service in the District, exclusive of military service, shall be required.

Credit for Military Service

49. Salary credit for military service is to remain at a maximum of two (2) years. Peace Corps service shall be equated with military service on a non-retroactive basis.

In-Service Courses

50. All approved "in-service" courses taken in the District may be used for horizontal salary advancement provided that these hours do not exceed one-half the total graduate course hours. In-service courses relevant to the teacher's field or subject area shall not require the prior approval of the Superintendent.

Courses

51. Graduate courses taken towards any State teaching certification, or courses related to a teacher's present certification taken at an accredited graduate institution, shall not require prior approval of the Superintendent. All other course work shall require the prior approval of the Superintendent.

In-Service Teaching

52. Non-administrative personnel teaching in-service courses shall be paid \$500 for a two (2) credit course.

53. Only certified school psychologists shall teach in-service and adult education courses, the content of which indicates they are "psychological" in nature. First preference shall go to currently-employed school psychologists of the District.

Department Chairpersons

54. Department Chairpersons with five (5) or less full-time equivalent positions in their department, including the Chairperson, shall receive a \$1,000 differential. "Full-time position" shall mean five (5) teaching periods per day, five (5) days per week. In addition, Department Chairpersons shall be paid \$40 per full-time equivalent position in their department above five (5).

Department Chairpersons' work year shall be from September 1st to June 30th.

Department Chairpersons shall teach a maximum of three (3) teaching periods per day.

Chairpeople who may have to work prior to September 1st or after June 30th, with the approval of administration, shall be paid their daily rate of pay for each day of work based upon 1/200th of annual salary including Chairpersons' stipend.

Team Leaders, Teacher-Coordinators, Coordinator of Extended Day Applied Behavioral Analysis Program

55. Team Leaders shall receive a \$1,000 stipend but their load and work year shall be the same as the teachers.

56a. Teacher-coordinators shall receive a \$2,500 stipend but their work year shall be the same as teachers and their load shall be based on the needs of the particular program.

56b. The coordinator of the District's Extended Day Applied Behavioral Analysis ("ABA") Program shall receive \$72.12 per hour for work in such capacity.

Extended Day Applied Behavioral Analysis Program

The hourly rate to be paid to teaching staff assigned to the extended day ABA Program shall be determined by applying the following formula:

$1/200^{\text{th}}$ of the teaching staff's salary/number of hours in work day.

Social Workers

57. Social Workers shall receive an annual stipend of \$1,200 but shall not be reimbursed for mileage nor provided with cars.

Home Teaching

58. Payment for home teaching shall be:

2020/21 - \$41.00 per hour
2021/22 - \$41.00 per hour
2022/23 - \$41.00 per hour
2023/24 - \$41.00 per hour
2024/25 - \$41.00 per hour

Differentials

59. Salary differentials of \$500 shall be awarded for guidance counselors and school psychologists and \$200 for special education teachers.

Coaches' Positions

60. The stipends for Appendix “B” shall be as set forth in the attached for 2020/21 and improved by the percentage increase applicable to the salary schedule for 2021/22, 2022/23, 2023/24 and 2024/25.

61. The hiring of coaches will follow the procedures outlined in Appendix L.

62. Salaries paid for these positions shall be apportioned during the period in which the teacher is employed in such athletic program, with final payment made within thirty (30) days after completion of the program, provided final reports have been submitted and accepted.

Miscellaneous Extra Pay

63. The stipends for Appendix “C” shall be improved by the percentage increase applicable to the salary schedule for 2020/21, 2021/22, 2022/23, 2023/24 and 2024/25.

Athletic Trainer is included as a Miscellaneous Extra Pay position. If the position is filled with a member of the MCTA, the stipend referenced in Appendix “C” shall apply. The District shall have the right, however, to fill Athletic Trainer positions from outside the MCTA, at its discretion.

Co-Curricular Positions

64. The stipends for Appendix “D” shall be improved by the percentage increase applicable to the salary schedule for 2020/21, 2021/22, 2022/23, 2023/24 and 2024/25.

65. The stipend for any co-curricular activities that are established during the term of this contract shall be negotiated with MCTA.

66. Salaries paid for these positions shall be apportioned during the period in which the teacher is employed in such extra-curricular activity with final payment made within thirty (30) days after completion of the activity.

67. In any extra-curricular position presently vacant, the prior occupant gets first preference.

Chaperones

68.	a.	Single afternoon events	\$60
	b.	Double events held on Saturdays, holidays or evenings	\$90 ¹
	c.	Quad Fencing Meet	
		Cheerleading Competition	
		Middle Country Track Relay Meet	
		Suffolk County Girls' Track Meet	\$120
	d.	All other events	\$72

Afternoon events are those starting before 6 p.m.

In the event an insufficient number of teachers volunteer to adequately supervise these activities, a sufficient number of teachers will be assigned.

Class Coverage

69. Teachers may volunteer to teach classes during times when substitutes are unavailable and when they are not required to teach. If selected by the Principal, such teachers shall be compensated at \$26.00 per period.

A list of volunteers shall be established at the beginning of the school year. Additional teachers may be added to the list at any time. The Union shall be entitled to a copy of these lists.

Teachers may be assigned up to a maximum of ten (10) class coverages (coverage of an absent teacher's classes) per year without pay, during their unassigned and/or duty periods. They shall not be assigned coverages during their lunch periods. They shall not be assigned more than an average of one coverage per month. (Coverage is defined as a class period or less.)

Nothing contained herein shall cause the loss of any teaching positions within the bargaining unit.

¹The Advisor - Handicapped Players shall be paid at this rate per event.

The Building committees consisting of an equal number of administrators selected by the District and teachers selected by the Association, will be formed when necessary. These committees will develop building level procedures consistent with District class coverage procedures. When changes or updates are needed, either the District or the Association may request them. The agreed upon administrative guidelines will be followed (see Appendix M).

Travel

70. Teachers who use their personal automobile for authorized travel in the course of their employment shall be reimbursed at the rate established by the District when requested on the proper form (see Appendix E). The District rate shall be established at the organizational meeting and shall be the maximum allowable rate authorized by the I.R.S. as of that date.

71. Disputes over sufficient travel time shall be referred to a Committee composed of one (1) representative on each side. In the event the parties are unable to resolve the dispute within thirty (30) calendar days, the matter shall be deemed a grievance and submitted directly to arbitration.

INSURANCE

Health

72. Effective July 1, 2013 and thereafter, the following health insurance plans are the “base” plans available in the District provided they continue to be offered by the carriers:

Empire United Healthcare (Empire Core Plus Enhancements)
Health Insurance Plan of Greater New York (HIP)

After prior consultation with the Association, the District may offer voluntary health insurance plans in addition to the “base” plans. In the event that one or more of the above plans is (are) no longer in existence, the parties shall meet for the purpose of negotiating and replacement thereto.

Effective July 1, 2020, all teachers shall contribute 16% of the health insurance premiums if enrolled in a base plan. Commencing July 1, 2024, all teachers shall contribute 19% of health insurance premiums if enrolled in a base plan.

Teachers who are eligible to receive health insurance coverage through the District may opt not to be covered by the District plan(s).

Teachers currently enrolled in a “base” plan, and teachers who were formerly enrolled in a “base” plan but who currently are receiving payments for declining such coverage as set forth below, who opt to enroll in a voluntary plan with premiums which exceed those of their former “base” plan will contribute 16% of premiums of their former “base” plan. Such contribution shall be increased to 19% effective July 1, 2024. In addition, such teachers shall pay 100% of the difference in premiums between their former “base” plan and their voluntary plan. Teachers currently enrolled in a “base” plan and teachers who were formerly enrolled in a “base” plan but who currently are receiving payments for declining such coverage, who opt to enroll in a voluntary plan with premiums which are less than those of their former “base” plan, will contribute 16% of the premiums of the voluntary plan. Such contribution shall be increased to 19% effective July 1, 2024.

Teachers who previously opted, upon commencement of employment, for the declination outlined below and who later enroll in a voluntary plan whose premiums exceed those of the most expensive applicable “base” plan will contribute 16% of said premiums. Such contribution shall be increased to 19% effective July 1, 2024. In addition, such teachers shall pay 100% of the difference in premiums between the most expensive applicable “base” plan and their voluntary plan. These rates and rules shall also be applicable to new hires who choose a voluntary plan whose premiums exceed those of the most expensive applicable “base” plan.

Teachers who previously opted, upon commencement of employment, for the declination outlined below and who later enrolled in a voluntary plan with premiums which are less than those of the most expensive applicable “base” plan will contribute 16% of said premiums. Such contribution shall be increased to 19% effective July 1, 2024. These rates and rules shall also be applicable to new hires who choose a voluntary plan with premiums which are less than those of the most expensive applicable “base” plan.

The term “applicable” shall mean the appropriate corresponding level of coverage either individual or family, for which the teacher is eligible.

Teachers may only change plans in accordance with plan policy.

Teachers who are eligible to receive health insurance coverage through the District may opt not to be covered by the District. Teachers who elect not to be covered for health insurance by the District shall be entitled to receive \$1,500 provided (subject to the provisions herein) the teacher remains uncovered by the District for a period of twelve (12) consecutive months. Effective July 1, 2013 and annually thereafter, a formula shall be implemented to determine the extent to which the annual payment referred to herein may be increased above \$1,500. For the purpose hereof, a base number of 123 unit members shall be utilized. During each year of the contract, for every 5 unit

members who elect to discontinue coverage above 123 such members, the payment to all unit members who elect to discontinue coverage, shall be increased by \$500. The formula shall be applied annually to determine the extent to which the payment shall exceed \$1,500 for that year.

If a teacher is uncovered from January through June but after June he/she is no longer covered because he/she is no longer employed by the District, the employee will receive a pro rata share of the applicable payment for the particular year. Payment of this pro rata share will be made within thirty (30) days of termination.

Teachers shall advise the District of their desire not to be covered no later than December 1st and coverage shall cease as of January 1st. Payments shall be made during the first pay period of the following January provided the declination has been in effect from the preceding January.

The declination of Health Insurance shall remain in force annually thereafter unless the teacher(s) who have declined such coverage for a given year wish to re-enroll in the Health Insurance Program for the following year. Said teacher(s) shall notify the District of such change no later than November 1st preceding the year in which they wish to reenter the plan. Such coverage shall take effect on January 1st.

Teachers hired on or after January 1st may advise the District of their desire not to be covered by Health Insurance at any time in their first year. Such teachers shall receive a pro rata share of the applicable payment for the particular year provided the teacher remains uncovered by the District through December of that same year. Thereafter, they shall be treated the same as all other teachers declining coverage.

Individuals making this election shall submit sworn statements to the District indicating they have health insurance coverage under another plan.

Nothing contained herein shall preclude a member of the unit from applying to reenter the District's plan at any time for reasons consistent with the rules of the District's flexible benefit plan and applicable law. Subject to the provisions referred to above relative to first year teachers, in the event a teacher reenters the plan within the first twelve (12) months, no payment shall be made. In the event a teacher resumes health insurance coverage after the first twelve (12) months of declined coverage, but prior to the due date for their annual payments, no payments shall be made for the year in which the teacher's declination was for less than twelve (12) months.

Nothing contained herein shall preclude a member of the unit who is not enrolled in the District's Flexible Benefit Plan from applying to reenter the District's plan at any time. Subject to the provisions referred to above relative to first year teachers, in the event such a teacher reenters the plan within the first twelve (12) months, no payment

shall be made. In the event such a teacher resumes health insurance coverage after the first twelve (12) months of declined coverage, but prior to the due date for their annual payments, no payments shall be made for the year in which the teacher's declination was for less than twelve (12) months.

In the event a member seeks to reenter the District's Plan, the District shall request that the Plan waive any applicable waiting period.

In accordance with the rules and regulations of the Empire Plan, a teacher who is employed by the District and whose spouse is employed by the District shall not be entitled to family coverage provided by the District, unless the maintenance of such plan is required to comply with a court order, judgment or legal separation.

With respect to those teachers whose spouses are employed by the District, the teachers will have the option of determining which spouse shall be covered by the District's Family Plan. In any event, the spouse who is no longer entitled to family coverage, has the option of individual coverage or an applicable payment for the particular year. Such payment will be made during the first pay period of the following January. Should such spouse be uncovered for less than one year, he/she shall receive a pro rata share of the applicable payment for the particular year.

A teacher who thereafter is no longer covered by his/her spouse's coverage (e.g. death, divorce, loss of job, loss of coverage, etc.) shall be entitled to immediate reinstatement without any restrictions, without any cost to the individual except as referred to regarding contribution to premium and pre-existing conditions shall not in any way preclude full coverage.

Teachers who lose coverage shall notify the District as soon as reasonably possible of their intent to re-enroll in the District's health insurance plan. Such reinstatement shall be immediate upon notice to the District.

Teachers shall be entitled to reenter the District's Health Insurance plan to ensure coverage upon retirement (See paragraph after next).

The District has instituted a flexible benefits plan pursuant to Internal Revenue Code Section 125 after an agreement with the Association.

The District shall pay one hundred (100%) percent of the premiums for retirees enrolled in one of the "base" health insurance plans described in this section. If a retiree enrolls in a voluntary plan whose cost is less than the most expensive applicable "base" plan, the District shall pay 100% of said premiums. If a retiree enrolls in a voluntary plan whose cost exceeds that of the most expensive applicable "base" plan, the District shall pay 100% of the premium of the most expensive applicable "base" plan,

and the retiree shall pay 100% of the difference between the cost of their voluntary plan and that of the most expensive applicable “base” plan. This provision is applicable to teachers who retire on or after July 1, 1989, pursuant to the provisions of the Retirement Incentive contained in Paragraph 134. For teachers who retire on or after July 1, 1989 and for whom the Board of Education has approved a one-year extension of eligibility for the Retirement Incentive contained in Paragraph 134, the District shall only be required to pay eighty-five (85%) percent of the premiums for health insurance coverage for those teachers with individual coverage or family coverage, as applicable, for the duration of retirement. For teachers who retire on or after July 1, 1989 who do not elect to retire pursuant to the Retirement Incentive contained in Paragraph 134, and who have not received from the Board of Education a one-year extension of eligibility for the Retirement Incentive, the District shall only be required to pay fifty (50%) percent of the premiums for health insurance coverage for those teachers with individual coverage, plus thirty-five (35%) percent of the difference between premiums for the individual and family plans for health insurance coverage for those teachers with family coverage, for the duration of retirement.

After consultation with the Association, the District reserves the right to drop any voluntary plan with fewer than ten (10) district enrollees.

Each year the District will provide the MCTA with a listing of all health insurance plans currently being offered and the respective premiums. Such listings will become the amended Appendix F.

Dental

73. The District shall continue the existing plan through Met Life PDP Plus. The Association shall be consulted in the event brokers are changed. The District may switch to another Dental Insurance plan, after consultation with the MCTA, if the new insurance provides benefits equal to or better than the current plan.

74. The District shall pay ninety percent (90%) of the total premiums for both individual and family participants.

The parties agree that should the premiums attributable to the teachers’ unit increase in excess of the percentages referred to herein, above the premium in effect for 2000/01, unit members shall be responsible to pay the premiums above the maximum percent increase in addition to their 10% annual contribution as follows:

2004/05 – 14.5% above the rate in effect for 2003/04
2005/06 – 15% above the rate in effect for 2004/05

For each year thereafter, until such time as this provision is modified through negotiations, the parties agree that teachers shall be responsible to pay the premiums above the maximum 15% increase calculated in the same manner as referred to with regard to the 2005/06 school year.

Life

75. The District shall provide a fully-paid group term-life insurance policy with a \$7,500 face value for each teacher in the District.

WORKERS' COMPENSATION

76. Absence due to injury or illness incurred in the course of the teacher's employment as defined in the Workers' Compensation Law shall not be charged against the teacher's sick leave days, provided that the teacher shall pay to the District the benefits received under the New York Workers' Compensation Law for loss of salary during such absence. Payments under this proviso shall terminate after one (1) year. Thereafter, payments to teachers shall be in accordance with Workers' Compensation only.

LEAVES

Sick Leave and Personal Leave

77. Non-tenured teachers shall accumulate twelve (12) days of sick leave per year, two (2) of which may be used for reasons other than personal illness.

Tenured teachers shall accumulate seventeen (17) days of sick leave per year, two (2) of which may be used for reasons other than personal illness.

Total accumulation of two-hundred thirty (230) days will be allowed.

Teachers who use three (3) days or less per school year may opt to be paid for one-half (½) of the unused days for that year, up to a maximum of eight (8) days at the rate of \$55 per day. The maximum payable under this formula shall be \$440. The remaining unused days shall be applied to the teacher's accrued leave days. Payments shall be made on the first Friday following the commencement of school in September as an Employer Non-elective Contribution as set forth in the Memorandum of Agreement dated February 7, 2007. An amount equal to the payments referred to herein shall be made as an employer, non-elective contribution to the District's 403(b) plan for the account of such teacher. The teacher shall have no right to receive cash in lieu of such contribution. Teachers shall notify the District in writing of their intention to exercise

this option by the last day of the school year. To be eligible, teachers must work nine (9) months of the school year.

Teachers who must be absent from school because of the presence of confirmed cases of “Fifths Disease” will be allowed to use their accumulated bank of sick days to cover such absences, provided that such absences are medically necessary and are certified by a written note from their physician.

Should such medically certified absence extend beyond the number of days in the teacher’s bank of sick days, the district will provide paid “Fifths Disease” maternity absence days sufficient to cover the remaining days of such absence.

Upon return to work for a period of thirty (30) working days without absences due to confirmed cases of “Fifths Disease”, said teachers shall have their accumulated sick leave credited with one-half of the number of sick days which were used for such absence.

Extended Sick Leave

78. Teachers on tenure shall be eligible for extended sick leave beyond their accrued sick leave equivalent to twice the amount of accrued sick leave at the time of commencement of the extended illness with a minimum of ninety (90) working days and a maximum of one (1) school year, provided they meet the following eligibility requirements:

- A. A signed physician's note must be supplied by the employee to the Personnel Office attesting to the fact that the employee is under a doctor's care and will be unable to report to work because of health reasons for a minimum of twenty-five (25) calendar days.
- B. Only employee illness which confines the employee to a hospital or his/her home will qualify (aside from office calls to his/her physician).²
- C. The District's doctor must agree that the illness referred to in "B" requires confinement to home or hospital and that the employee will be unable to report to work because of health reasons for a minimum of twenty-five (25) calendar days.

²Employees whose illness confines them to home, but requires prescribed therapy outside the home, may be covered by this policy if such prescribed therapy is required. In the event of a dispute between the District doctor and the teacher's doctor, they shall agree on a third doctor whose opinion shall be binding. The cost of the third doctor shall be shared by the District and the teacher.

- D. In the event of a dispute between the District's doctor and the employee's doctor, they shall agree on a third doctor whose opinion shall be binding. The cost of the third doctor shall be paid by the District. In the event the doctors are unable to agree upon a third doctor, the employee may grieve the District's denial under the grievance procedure commencing at the Board of Education level.
- E. Extended Sick Leave may not be used for Workers' Compensation cases.
- F. Extended Sick Leave may be used only for the employee's personal illness.
- G. In the event the District alleges an abuse by an employee on Extended Sick Leave, a committee composed of two (2) representatives of MCTA and two (2) representatives of the Superintendent and a fifth party mutually selected by the parties shall hear and adjudicate such alleged abuse. In the event the parties are unable to agree, the third party shall be selected from a list submitted by the American Arbitration Association.
- H. Employees shall use their accrued sick leave prior to becoming eligible for Extended Sick Leave.
- I. Upon return from such leave, teachers shall have their accumulated sick leave credited with one-third (1/3) of the number of accumulated days at the time of the commencement of the extended illness.
- J. In the event an employee has exhausted his/her sick leave, and has an extended illness for more than ten (10) calendar days but less than twenty-five (25) calendar days, such employee may be placed on Extended Sick Leave provided he/she complies with all the other requirements listed above, and provided further:
 - 1. that upon return from such leave, the employee shall have deducted from his/her "future" sick leave the days advanced by the District; and
 - 2. the employee agrees that in the event he/she leaves the employ of the District prior to paying back the advanced days, he/she shall authorize the District to deduct from his/her final paychecks the amounts advanced by the District.

Bereavement Days

79. Up to four (4) bereavement days per occurrence will be granted to each teacher for death in the immediate family. The immediate family is to include parent or guardian, spouse, children, mother-in-law, father-in-law, sister or brother, grandparent or grandchild, sister-in-law, brother-in-law, or any relative residing in the teacher's home.

Professional Days

80. Each teacher may be granted up to three (3) days per year for visitation to other schools for professional observation or attendance at professional workshops.

81. A written request fully stating the objective of the visitation or workshop must be submitted to the Building Principal one (1) week prior to the anticipated absence.

82. The approval of the Superintendent of Schools is required for all professional day requests.

83. Professional days are not cumulative.

84. Teachers whose requests for a visitation day or workshop attendance are granted shall not be reimbursed for any expenses incurred.

Jury Duty

85. Personnel called for jury duty shall be permitted to serve without loss of pay. Employees receiving remuneration for the jury duty service must return all such monies to the District office, except for travel expenses or mileage.

Unpaid Leaves of Absence

86. Teachers shall be granted up to a maximum of two (2) years leave of absence without pay provided they meet the following conditions:

- A. The leave shall commence at the end of a school year or the end of a semester.
- B. The leave shall terminate in September.
- C. Requests for such leaves are submitted at least thirty (30) days in advance of the leave and such request includes the commencement date and termination date.

- D. Prior to April 1st, the District shall advise teachers on such leaves of their obligation to advise the District of their intent to return. Teachers on such leave shall advise the District no later than May 1st of their intention to return from such leave for the following school year. If the District does not receive notice by May 1st, it shall advise the teacher in writing by May 15th as to what action shall be taken.

Child Care Leave

87. Upon request, teachers will be granted a leave of absence without pay, not to exceed two (2) years' duration, for the care of a newly born infant or adopted child, or the preparation for same.

88. Upon return from such leave, they shall be reinstated to the same or comparable position and shall advance to the next step on the salary schedule, when applicable, on the basis of their professional preparation, but the time on leave shall not apply for any other credit.

89. Such leave shall be without pay or other employee benefits, except that teachers may, at their own cost and expense, continue as an enrolled member of a group benefit plan.

90. Such leave shall terminate at the beginning of a school year, the beginning of a semester, or sooner at the discretion of the District with the consent of the teacher.

Special Leave

91. Permission to leave school prior to the end of the school year may be granted at the discretion of the Superintendent.

TEACHERS' DAY

92. The teachers' day shall commence no more than fifteen (15) minutes prior to the pupil day and shall end no more than fifteen (15) minutes after the close of the pupil day. The total teacher day shall not exceed seven (7) hours.

The total teacher day for a shared teacher shall not exceed seven (7) hours in length.

The teachers' day for some teachers of library and some teachers of English as a New Language may commence no earlier than one period (maximum 42 minutes) prior to the start of the regular teacher day and shall end no later than the scheduled departure time of the first late bus.

ELEMENTARY CONDITIONS

93. The cutoff point for all classes on regular session (K-6) will be twenty-nine (29), with the average not to exceed twenty-seven (27) students.

As per existing policy, when this cutoff point is exceeded in a particular grade, another teacher will be hired. Exceptions to this policy will be made when this cutoff limit is exceeded after March 1st of each year.

94. Elementary classroom teachers and Special Education teachers and special area teachers assigned to the Elementary School(s) shall be guaranteed a minimum of forty (40) consecutive minutes for lunch daily and a forty (40) consecutive minute unassigned period daily during the pupil day. The District may schedule a professional period of up to 40 minutes daily within the teacher workday. In addition, up to a maximum of twice per month, a teacher's unassigned time may be assigned by the District for Professional Development. These professional periods and the use of this previously unassigned time shall be in accordance with the provisions of paragraph 104 of this Agreement.

SPECIAL AREA TEACHERS

95a. Special area teachers assigned to the Elementary Schools shall teach a maximum of six (6) periods per day. Such periods shall not exceed forty-five (45) minutes.

95b. There shall be no limit on the number of instructional units and/or periods for teachers providing instrumental instruction or band class within the contractual length of workday in the elementary schools of the District.

Elementary instrumental instruction units other than band class shall not exceed twelve (12) students per unit and/or period.

Teachers with assignments as described herein shall continue to have one (1) forty (40) minute lunch period and one (1) forty (40) minute unassigned period each day.

SECONDARY CONDITIONS

96. The maximum number of students assigned will not exceed one hundred thirty-five (135), following an adjustment period not to exceed three (3) weeks.

The District shall be permitted to exceed the class load provisions contained above under the following conditions:

- A. Such excess class load occurs after the three (3) week adjustment period mentioned above; and
- B. Such load shall not exceed the contractual maximum by more than five students; and
- C. No more than five (5) members of the unit shall have class loads that exceed such limits.
- D. Efforts will be made by the District to comply with the contractual class load provision (Section 96). The District shall not assign a maximum of five (5) members of the unit to excess class loads as a rule rather than the exception.
- E. There shall be no loss of jobs as a result of this provision.

97. The maximum number of students assigned to a physical education teacher, driver education teacher, and teachers of secondary music whose assignments include performing groups, shall not exceed one hundred eighty (180) students daily.

98. Senior High English teachers may be assigned five (5) classes but shall have a maximum load of one hundred twenty-five (125) students with an average of one hundred twenty (120). Remediation periods shall count as a class.

99. Teachers shall be assigned as follows:

- 5 teaching periods
- 1 supervisory/duty period
- 1 lunch period
- 1 unassigned period
- 1 professional period

An advisory period shall be considered a supervisory/duty.

Notwithstanding the above, teachers who have been assigned historically to a 6th teaching period as a matter of past practice may continue to receive such assignments.

Cosmetology Teachers assigned to teach a 6th period shall be compensated pursuant to Article 101 of the CBA.

100. Laboratory Science teachers shall not exceed twenty-eight (28) teaching periods per week and be relieved of all duty periods. The maximum load for Science teachers whose assignment includes a majority of lab science courses shall be one hundred sixteen (116). The average pupil load of such teachers shall be one hundred twelve (112).

101. Except as referred to in paragraph 99 hereof, teachers of all subject areas should not exceed twenty-five (25) teaching periods per week. However, where an exception must be considered, no teacher shall be assigned more than thirty (30) periods per week and shall be relieved of homeroom and other supervisory duties. Teachers assigned to a 6th teaching period pursuant to this paragraph shall be compensated at a rate of 1/6th of his/her annual salary including stipends but excluding payments pursuant to Appendices B, C & D and payments for other extra-pay positions.

102. All teachers shall have at least one (1) unassigned period and one (1) lunch period every day. Up to a maximum of twice per month, teachers' unassigned time may be assigned by the District for Professional Development in accordance with the provisions of paragraph 104 of this Agreement.

103. Elementary teachers assigned to the Middle School shall continue to be governed by the Elementary conditions set forth at paragraphs 93 and 95 of this Agreement. They shall also be governed by the secondary conditions set forth at paragraphs 99 and 102 of this Agreement. The parties agree that periods where instruction has historically occurred in addition to the 5 teaching periods and in lieu of supervisory duty or advisory periods shall not constitute the assignment of a 6th teaching period.

PROFESSIONAL PERIOD

104. The professional period shall be a period assigned by the District for the primary purpose of professional activities aligned with the Strategic Plan, District Curriculum Council and the Professional Development Plan.

- A. Professional Development:** Teachers shall be available for such responsibilities as:

- Curriculum development and review of books and materials
- Evaluation of student work
- Consultation with other professionals regarding individual students
- Committee work aligned with Strategic Plan, District Curriculum Council and Professional Development Plan
- Development and implementation of instructional units, activities, programs and assessments
- Participation in Student Support Team and Committee on Special Education Meetings
- Meetings with administrators, teams, departments, grade levels, guidance, social workers, psychologists, and parents
- Student evaluation
- Interdisciplinary/Cross grade planning
- Staff Development
- Peer Observation

B. Student Help: Teachers shall be available for assigned student help periods. These periods shall be limited to no more than 10 periods per year for students other than those assigned to a particular teacher. Such assignment will be limited to one period per month. However, in the event that a teacher agrees to provide extra help for students other than his/her own more than one time per month, the 10 period per year limitation shall remain in effect. As to a teacher's own students, there shall be no such limitation on the number of periods. The use of these assigned student help periods will not result in the limiting or abolishment of any District program. However, this representation shall in no way limit the right of the district to modify or abolish any program for reasons other than the existence of the student help periods.

Determination of use of the professional period shall be at the discretion of teachers 50% of the time and at the discretion of administration 50% of the time and must be in accordance with the activities stipulated in this paragraph. An accounting of the use of the teacher's determined professional periods shall be available via quarterly report to the building administrator and/or Superintendent upon request. Agreed upon administrative guidelines will be followed.

These activities may be updated by agreement between the Superintendent and the Association. These activities shall be aligned with the District and State instructional guidelines and mandates. (See Appendix J-2) Probationary teachers shall be required to submit the requisite “Teacher Determined Professional Development Evaluation Report Form” (See Appendix J-2) two times per year. The first submission shall be by January 31st and the second submission shall be by May 15th. Tenured Teachers shall submit the requisite “Teacher Determined Professional Development Evaluation Form” (Appendix J-2) once per year, by May 15th.

Teachers shall be available in the building during this period to meet the responsibilities set forth above. This period shall not be considered an unassigned period or be used as a teaching period.

SPECIAL EDUCATION CONDITIONS

105. Class sizes for Special Education classes shall be in accordance with the Commissioner of Education's regulations, as amended. The existing regulations are attached hereto as Appendix G.

At least one month prior to the annual reviews in each building, two half-day school business days will be scheduled for teachers who provide special education services to conference with parents, conduct and analyze annual review assessments, complete all requisite paperwork necessary for the annual review, and prepare case presentation to the Committee on Special Education (CSE). If additional time is needed to complete these tasks, the teacher will complete such tasks with no additional school business days.

106. As per existing policy, when the cutoff point is exceeded in a particular class, another teacher will be hired. Exceptions to this policy will be made when this cutoff limit is exceeded after March 1st of each year.

GENERAL CONDITIONS

107. These maxima shall not require the construction or acquisition of additional classroom facilities.

108. If the District is organized in a 7-12 secondary pattern, the New York State Education Department's recommended guidelines regarding guidance counselor load in effect as of June, 1972 shall be followed. If the District's secondary schools are organized on a grade 6-12 pattern, the following shall apply: Grades 6-8 guidance services shall be offered on a grade organizational basis with an average case load of one

(1) counselor to four hundred (400) pupils observed. For grades 9-12 a counselor load of one (1) counselor to three hundred (300) pupils will be followed.

109. Reasonable requests by the Principal, which require the occasional extension of the school day, will be honored by the teachers.

The primary purpose of such extensions shall be Professional Development and shall be predominantly for the items referred to in paragraph 104 of this Agreement.

Such meetings shall not exceed two (2) hours beyond the normal ending of the teacher's day, and there shall be no more than four (4) hours of meetings in any one (1) month. If such meetings conclude prior to the one (1) hour, the teacher may leave at that time. If any one meeting in a month is two (2) hours in length, there shall be a maximum of three (3) hours of meetings that month. Teachers shall be given two (2) weeks' notice of two (2) hour meetings.

110. When teachers are not assigned to a specific teaching or supervisory duty, they may utilize this time in any reasonable manner.

110a. A Part-time Teacher is defined as a teacher with less than a full time teaching load (one F.T.E.).
Part-time Teachers with less than .5 teaching loads will have no duty assignments.

Part-time Teachers who are .5 and above will be eligible for a ½ Duty Assignment. A ½ Duty Assignment is defined as either a one semester duty or an "A" or "B" Day Duty Assignment for a full year. These duty assignments should be contiguous to the teacher's schedule and will not extend the Teacher's day by more than one period. To the extent educationally feasible, part-time teachers should have a contiguous teaching schedule. For example, Periods 1, 2, & 3; 4, 5, & 6; 6, 7, & 8; 1, 3, & 4. This provision shall not apply to assignments made prior to July 1, 1998.

110b. Rights of a Teacher on Special Assignment: Any such teacher who, by virtue of such assignment, is assigned to one or more schools, one of which is their current home school, will have the right to remain in their current home school should they leave the above-referenced assignment at the end of the school year in which they are first given such an assignment.

Any such teacher, who, by virtue of such assignment, is assigned to a school or schools not including their current home school will have the right to return to their current home school should they leave the above-

referenced assignment at the end of the school year in which they are first given such an assignment.

Such teachers who remain in assignments as captioned above after the end of the school year in which they first are given such an assignment will no longer have the right to return to their prior home school.

- 110c. After School Regents Support: This program would allow for a laboratory setting of small groups of students that cannot avail themselves for Regents Support Services during the regular school day. It is suggested that these sessions be held two days a week, Monday and Wednesday. The program would be scheduled from the end of the school day until the end of the Co-Curricular activity period, approximately one hour. The District agrees that there would be no reduction in staff based on student attendance in this program. The District and the unit agree that students who participate in this program will be students who are in remediation programs or students recommended as a result of the remediation teacher or regents support teacher and the regular classroom teacher working together. The pay for this activity would be \$33.00 per session, and it is a voluntary assignment.

After School Study Sessions – Middle School: This would be a program where a staff member from each of the core subject areas would be available after school for the purpose of providing assistance in studying and completing assignments. Initially, this program will be modeled after the high school extra help program as approved by the MCTA and the District during the 1997-98 school year. After three sessions the Association and the District will meet and review the class size provision and the overall direction of this program for changes that may be needed in this paragraph. After school study sessions will begin immediately after school, during the co-curricular period, and will last approximately one hour. The rate of pay is \$33 per session.

After School Study Sessions – High School: The guidelines for this program will be the same as the guidelines for the 1997-98 after school study sessions, with the exception that it would be opened to all students. After school study sessions will begin immediately after school hours, during the co-curricular period, and will last for approximately one hour. The rate of pay is \$33 a session.

Saturday Regents Review: These sessions will be two hours in length. The stipend shall be \$70 per session, and the sessions will be geared towards reviewing for regents examinations.

All of the above positions will be considered voluntary. Teachers must fill out a PNN. All applicants will be interviewed and the principal will make the selection. Teachers who do not agree with the selection may request the Superintendent or his/her designee to review the appointment.

CAFETERIA DUTY SECONDARY

111. A total of no more than forty-one (41) teachers shall be assigned this duty daily.

Volunteers certified by MCTA shall be selected prior to any assignments.

Assignments shall be made on an equitable rotating basis and provided further that the following principles shall be adhered to:

- A. No teacher shall receive two (2) consecutive years of this duty.
- B. Teachers assigned to serve this duty shall not serve again until all other teachers have served this duty.
- C. Teachers employed on or after May 1st need not be assigned to cafeteria duty for the following year.
- D. Teachers assigned to cafeteria duty shall have no homeroom.

SIGN-IN/SIGN-OUT PROCEDURE

112. The District shall establish a standard procedure for teacher sign-in, sign-out (see Appendix H). Initials will be used at the start and close of the day. Specific times are to be used during the course of the day.

SUBSTITUTES FOR SPECIAL AREAS

113. Every effort will be made to provide in the substitute roster a sufficient number of special area teachers to replace area teachers when absent.

LENGTH OF THE SCHOOL YEAR

114. The length of the school year for teachers shall coincide with the complete school calendar and contain not more than one (1) pre-school orientation day, except for teachers new to the District. Unless the President of the MCTA and the Superintendent mutually agree, attendance of returning teachers shall not be required prior to Labor Day.

It is understood that the teachers will complete all normal end-of-school procedures satisfactorily before the school year is ended.

SCHOOL CALENDAR

115. Faculty consultation shall be incorporated into the preparation of the school calendar. At this time the Association shall make known its preference with regard to payback days. The attached calendar is for information only and not a part of this Agreement (see Appendix I).

116. The District calendar shall include at least three (3) scheduled emergency days. If none of these days are used prior to April 1st, then three (3) days shall be removed from the teacher's calendar. Effective July 1, 1998, the school year for teachers shall be no more than 182 days.

TEACHER OBSERVATION AND EVALUATION

117. The District shall follow an established uniform system of teacher evaluation using the Uniform System of Teaching Evaluation dated 12/28/72 and as amended most recently by the Evaluation Committee.

The District shall utilize the observation and evaluation report forms attached hereto as Appendices "J-1a, J-1b, and J-1c" unless changed as per the following paragraph.

The attached forms shall not be changed without prior negotiations with the Association. In the event the parties cannot reach an agreement on a new form, the issue shall be submitted to arbitration.

The Professional Development Committee shall develop a new uniform system of teacher evaluation called the Annual Professional Performance Review (APPR). This APPR shall meet the NYSED requirements, shall be aligned with the Board approved outline, and be recommended for Board approval during the 2000-01 school year. The present system will remain in effect until the Board approves a revised system as agreed to by the Superintendent and Association.

For those teachers who are now subject to the new APPR evaluation: The District shall follow an established uniform system of teacher evaluation using the Uniform System of Teaching Evaluation (Appendix J) dated June, 2012 and contained in the most current District's APPR Plan. The District shall utilize the Observation Form (Appendix J-1a); Mid-Year and End-Year Standards Report Form (Appendix J-3a); Sub-Component Score Table (Appendix J-4); Teacher Standards for Effectiveness Summary (Tenured) (Appendix J-5a); Teacher Standards for Effectiveness Summary (Probationary)

(Appendix J-5b); Scoring Methodology/Teacher Evaluation Conversion Scale (Appendix J-6); Observation Evaluation and Development Rubric (Appendix J-7); HEDI Rating Sheet (Appendix J-8); Teacher Improvement Plan (Appendix J-9).

For those teachers who are not subject to the new APPR requirements, the District shall utilize forms J-1 b, J-1c, J-2, J-3b, J-3c.

MINI-GRANTS

118. The District shall place \$5,000 in the budget for the purpose of awarding mini-grants to teachers for putting curriculum innovations into effect in their classroom and specialist programs. The amount of each such mini-grant shall be developed and recommended by a joint committee of teachers and administrators.

119. The Superintendent shall have final approval on the awarding of mini-grants.

120. Monies allocated for this purpose are not to be paid as compensation to the participating teachers.

PROFESSIONAL DEVELOPMENT FUND

121. The District shall appropriate \$50,000 per year for a Professional Development Fund. The parties shall mutually establish guidelines for the implementation of the Fund. This shall be accomplished through a committee composed of six (6) individuals, three (3) appointed by the President of the Association and three (3) appointed by the Superintendent.

IN-SERVICE ALLOWANCE

122. A \$100 allowance shall be made for texts and materials for each in-service course, subject to the Superintendent's approval of the expenditure.

123. Members of the psychological services team shall be involved in the development of any curriculum or educational philosophy that relates to the field of psychology, including, but not limited to, the topics of mental health, child development, discipline, special education, family life education, psychology for parents, etc.

124. The above applies to all areas of education in the School District including the regular and special educational programs, in-service training of staff, and adult education.

PARENT-TEACHER CONFERENCES

125. Each teacher may be called upon for parent-teacher conferences in the evening. Such evening conferences shall be limited to four (4) per year.

ASSOCIATION RIGHTS AND PRIVILEGES

126. The President of the Association may be granted one (1) year's leave of absence at no expense to the District.

127. Up to a maximum of thirty (30) school days per school year shall be available for Association business. Ten (10) of such days may be used by the Association President, provided reasonable notice is given to Substitute Procurement. For utilization of such days by Association officials other than the Association President, or for utilization of days in excess of the above-mentioned ten (10) by the Association President, the prior certification by the Association President and the prior approval of the Superintendent are required. The Superintendent's approval shall not be unreasonably withheld.

128. The President of the Association, if a secondary or middle school teacher, shall be relieved of all duties, other than three (3) regularly scheduled instructional classes. In the event an elementary teacher is elected President, the parties shall negotiate comparable released time. The parties shall meet and resolve this matter within thirty (30) days of the election or the matter shall be deemed a grievance, and submitted to arbitration pursuant to this Agreement.

129. All Superintendent's Conference Days shall be planned by the Professional Development Plan Committee, with final approval by the Superintendent.

CENSORSHIP

130. The MCTA will be involved whenever the appropriateness of educational material is questioned.

ADMINISTRATIVE APPOINTMENTS

131. The views of the MCTA shall be solicited prior to administrative appointments. The interviews for prospective administrative appointments shall be conducted jointly by the MCTA, MCAA and parent appointees. A committee consensus recommendation shall be presented to the Superintendent. This process will be reviewed annually with revisions approved only after Superintendent and Board agreement.

After an attempt has been made to remedy any problems with the process, should the MCTA desire to return to the previous practice of interviewing administrative candidates without the inclusion of other groups, it shall give written notice to the District by July 1 or January 1 of any given year and the procedure shall revert to the former practice of the parties.

ELIMINATION OF POSITION

132. The MCTA recognizes the District's prerogative to eliminate positions. The District has the obligation to consult with the MCTA in advance of intended elimination of positions. The District has the obligation of reassigning a faculty member whose position may be eliminated to another position in the District, provided that the faculty member is certified to perform same and provided such position is available. The District's action may not be arbitrary or capricious, but must be based on sound educational or financial consideration.

133. If the assignment is to a full-time position in another tenure area, it shall be a probationary appointment.

RETIREMENT INCENTIVE

134. A. Teachers shall be eligible for a retirement incentive provided they meet the following conditions:
1. The teacher has been in the employ of the District for ten (10) years or more³; and
 2. The teacher retires on the July 1st following his/her becoming first eligible to retire from the New York State Teachers' Retirement System without penalty. However, teachers who become first eligible between July 1st and August 31st, may elect to retire the month they become first eligible.
 3. An irrevocable letter of retirement is given to the Superintendent no later than February 1st of the year of retirement.
 4. The benefit enhancement set forth in Retirement and Social Security Law § 902 of Article 19, which provided one-twelfth

³Teachers hired prior to July 1, 1989 who become first eligible to retire from the New York State Teachers' Retirement System (NYSTRS) without penalty but do not have ten (10) years of service in the District but have twenty (20) years or more of service in the NYSTRS and meet the requirements of (2) and (3) below, shall be eligible for the benefits provided in subsections (2) - (5) of Section B below.

(1/12th) of a year of additional retirement credit for each year of retirement credit for service rendered as of the date of retirement or death, if applicable, up to a maximum of two years of retirement credit may be used by MCTA members to meet the “twenty (20) years or more of service” requirement in footnote 3 and/or footnote 4 in Article 134 of the collective bargaining agreement between the District and the MCTA in order for it to qualify for the benefits of that Article.

5. Teachers who do not elect to utilize the benefits of Retirement and Social Security Law §902, for purposes of determining their eligibility for the benefits of Article 134 of the collective bargaining agreement, shall not be required to do so in order to be eligible for the retirement incentive set forth in Article 134.

B. The retirement incentive shall be computed as follows and include all of the following (1-5):

1. \$15,000;
2. One (1) day's pay (1/200th) for each three (3) days of accumulated unused sick/personal leave at the time of retirement to a maximum of 76.7 days' pay; minus
3. \$100 for each day of sick/personal leave used above three (3) days in the teacher's last year of employment⁴; plus
4. The District will pay one hundred (100%) percent of health insurance premiums into retirement for retirees enrolled in one of the “base” health insurance plans described in Section 72. If a retiree enrolls in a voluntary plan whose cost is less than or equal to the most expensive applicable “base” plan, the district shall pay 100% of such premiums. If a retiree enrolls in a voluntary plan whose cost exceeds that of the most expensive applicable “base” plan, the District shall pay 100% of the premium of the most expensive applicable “base” plan and the retiree shall pay 100% of the difference between the cost of his/her voluntary plan and that of the most expensive applicable “base” plan.

⁴ All or part of the provisions of subsection (3) may be waived at the sole non-grievable discretion of the District under special circumstances.

Teachers may submit a request of the Superintendent for a one-year extension of employment while remaining eligible for the incentive provided herein. The Superintendent in his/her sole discretion may recommend to the Board of Education that such request be granted. The Board of Education shall have final authority to accept or reject the Superintendent's recommendation in its sole discretion. The exercise of such discretion shall not be subject to grievance or other challenge. For teachers for whom the Board of Education has approved a one-year extension of eligibility for the Retirement Incentive contained in Paragraph 134, the District shall only be required to pay eighty-five (85%) percent of the premiums for health insurance coverage for those teachers with individual coverage or family coverage, as applicable, for the duration of retirement.

For teachers who do not retire under this incentive, and who have not received a one-year extension of employment while remaining eligible for the incentive provided herein, shall only have 50% of their health insurance premiums paid by the District if they have an individual plan, plus 35% of the difference between the premiums for the individual and family plans for health insurance coverage for those teachers with family coverage. This shall apply to any of the "base" plans and to voluntary plans whose cost does not exceed that of the highest applicable "base" plan. Retirees whose voluntary plan costs exceed that of the highest applicable "base" plan shall, in addition, pay 10% of the difference between the cost of his/her voluntary plan in the above referenced percentage cost of the most expensive applicable "base" plan.

Individual contracts shall be signed with each teacher electing the retirement incentive covering the District's obligations with regard to health insurance into retirement (see Appendix K).

5. Payments under subsections (1) - (3) shall be made no later than the second pay period in July.

All unit members eligible to receive the benefits of Paragraph 134 herein shall receive such payments as a non-elective employer contribution in accordance with the 403-b Agreement between the parties memorialized as set forth in Appendix P.

TERMINAL ALLOWANCE

135. Members of the unit shall be entitled to a terminal allowance upon their leaving the District computed at the rate of one (1) day's pay (1/200th) for each five (5) days of accumulated unused sick/personal leave provided they meet the following conditions:

- A. The teacher has not received or will not receive the District retirement incentive. In the event that the Board of Education determines to participate in a retirement incentive program offered by the State Legislature through the New York State Teachers' Retirement System, and provided further that the Board of Education determines to offer said incentive to members of the Teachers' Bargaining unit, the written notice required by Paragraph C of Article 135 may be withdrawn by a teacher electing to participate in the New York State Retirement Incentive Program provided that said teacher otherwise complies with the requirements of the program.

Withdrawal shall be permitted solely for the purpose of enabling teachers to participate in the New York State Retirement Incentive.

- B. A teacher has been in the employ of the District for ten (10) years or more;
- C. Written notice is given to the Superintendent by February 1st or in the case of excessed teachers, thirty (30) days following their notice of intent to excess;
- D. Payments shall be made no later than the second payroll period in July following their leaving the District.

Effective for employees leaving the District July 1, 2013 and thereafter, teachers with 20 or more years of service with the District and who otherwise qualify, shall receive terminal allowance based upon one day's pay for each four days of accumulated unused sick/personal leave.

All unit members eligible to receive the benefits of Paragraph 135 herein shall receive such payments as a non-elective employer contribution in accordance with the 403-b Agreement between the parties memorialized as set forth in Appendix P attached.

PROFESSIONAL ASSIGNMENT

136. Teachers will not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates or their major fields of study.

137. All new or vacant athletic activities positions shall be posted in each school building by the Superintendent, together with a job description, and brought up to date every thirty (30) days until such time as positions are filled.

CO-CURRICULAR

138. The selection and participation in the extra, co-curricular or club programs are to be on a voluntary basis. In the event there is an insufficient number of teacher volunteers to advise the clubs, the teachers will be assigned in a reasonable manner.

139. Vacancies and new positions will be posted in all school buildings whenever such positions occur, and updated every fifteen (15) days by the Superintendent until the positions are filled.

VOLUNTARY TRANSFER

140. Teachers who desire a change in area and/or subject assignment, or who desire to transfer to another building, shall file a written statement of such desire with the Building Principal, through channels, to the Superintendent prior to April 1st. Such statement shall include the area and/or subject to which the teacher desires to be assigned and the school or schools to which he/she desires to be transferred, in order of preference.

141. No later than May 1st of each school year, the Superintendent shall post in all school buildings a list of anticipated vacancies, which will occur during the following school year. This list will be updated every fifteen (15) days until the last day of school. For purposes of this section vacancies shall be deemed to be open positions created by death, retirements, resignations, excessing, new positions or openings created by a teacher going on leave.

142. No definite assignment shall be given to new teachers employed in the school system until all pending requests for reassignment or transfer have been acted upon.

143. Should two (2) or more teachers apply for the same position, with approximately equal background in terms of qualifications and competency, the length of time a person has taught in the specialty or in the subject area shall be considered in judging the teacher's request for transfer.

144. In the determination of requests for voluntary reassignment and/or transfer, the wishes of the individual teacher will be honored to the extent that they do not conflict with the instructional requirements and best interests of the schools.

INVOLUNTARY TRANSFER

145. When the need for an involuntary transfer or reassignment is known, it shall be publicized. Volunteers from among those meeting the qualifications of the position will be given first consideration.

For involuntary transfers which occur when school is not in session, "volunteers" shall be limited to those teachers who have notified the District in writing prior to leaving for summer vacation of their desire for a voluntary transfer. Such notice shall include an address and telephone number where the teacher(s) can be reached during the summer. The District shall notify such teacher(s) by phone, and if unreachable, by certified mail.

146. Notice of involuntary transfer or reassignment to another building or area of teaching (two (2) grade levels at elementary) shall be given to teachers as soon as practicable and under normal circumstances, no later than June 1st. In the case of a shared teacher an involuntary transfer will be deemed to have taken place only if one (1) or more buildings are changed, and the teacher's new schedule does not contain one (1) of the buildings from the prior school year as a majority building.

147. An involuntary transfer or reassignment will be made only after a meeting between the teacher involved and the Principal, at which time the teacher will be notified of the reasons therefor. In the event that the teacher objects to the transfer or reassignment at this meeting, upon request of the teacher, the Association will be notified and the Superintendent will meet with the Association's District Grievance Chairperson. If such involuntary transfer occurs when school is not in session, the meeting described above may be conducted by phone with the Principal or his/her designee.

148. Other vacancies in the school system will be discussed with the teacher being involuntarily transferred or reassigned. Such teachers may request the positions to which they desire to be transferred.

149. Under normal circumstances in both voluntary and involuntary transfers, the Superintendent shall notify the teacher of the disposition of the case by June 15th. If the request for transfer is denied, reasons for the denial shall be given to the teachers in writing.

150. Movement of teachers after applying the procedures above shall be made in accordance with the established administrative guidelines for assignment of teachers.

SUMMER EMPLOYMENT

151. Wherever possible, teachers who are offered summer employment shall be notified by June 1st. Summer employment shall be contingent upon budget approval at the annual meeting.

152. Consideration will be given to employing the services of a psychologist during the summer months.

SUMMER SCHOOL AND EXTENDED SCHOOL YEAR PROGRAMS

153. All openings for summer school positions shall be sent to all teachers employed by the District and to the MCTA President as soon as possible, but under normal circumstances, no later than June 1st. The District shall have the right to revise and modify the schedule of summer school classes and positions according to the needs of the District after June 1st.

District teachers shall have ten (10) school days from the posting to submit their applications for the summer positions outlined above.

Positions which arise after June 1st, either because they were unfilled or are newly-created, shall be sent to all teachers and to the President of the MCTA, provided, however, that there shall be no requirement to do so after the last school day of the school year. For these positions, teachers shall submit their applications within the time limits established by the District in the notice.

Teachers shall be selected for the particular positions by the District in accordance with the following:

- A. The District shall select unit employees unless no qualified teacher has applied from within the District.
- B. Should two (2) or more teachers from within the unit apply for the same position with approximately equal backgrounds in terms of qualifications and competency, the following shall be considered by the District in judging the teacher's application: 1) the length of time the teacher has been in the position applied for; 2) prior summer school experience; and 3) certification.

Prior to advertising positions which were unfilled after initial posting or newly-created positions, the District shall utilize qualified applicants from those unit members who initially applied for the positions outlined in Paragraph 1 above but were not selected.

If the District is unable to staff the available positions with qualified teachers from within the unit by utilizing the procedures outlined above, it may fill the positions with qualified applicants from outside the unit. The District may offer a teacher the first, second and/or third class each day. Teachers, except for Gifted and Talented teachers, may refuse to be assigned to more than one (1) class per day. Gifted and Talented teachers may be assigned to two (2) classes per day.

Each class assignment shall consist of thirty (30) sessions of ninety (90) minutes duration daily plus one (1) orientation session not to exceed ninety (90) minutes.

Teachers shall receive:

2020/21 – The 2019/20 rate increased by the percentage applicable to salaries for 2020/21.

2021/22 – The 2020/21 rate increased by the percentage applicable to salaries for 2021/22.

2022/23 – The 2021/22 rate increased by the percentage applicable to salaries for 2022/23.

2023/24 – The 2022/23 rate increased by the percentage applicable to salaries for 2023/24.

2024/25 – The 2023/24 rate increased by the percentage applicable to salaries for 2024/25.

Teachers who work less than thirty (30) sessions or work sessions which are less than ninety (90) minutes, shall receive a pro rata amount of the rates indicated above.

Teachers who work beyond the thirty (30) sessions and orientation session will be paid an additional 1/30th for each day beyond the thirty (30) sessions.

Teachers shall be paid every other Friday. Checks shall be available by the end of the first period. The additional payments for time beyond the thirty (30) days shall be determined at the commencement of the session where practicable, computed as part of the summer school pay, and included in the teacher's regular pay.

DISCIPLINARY PROCEEDINGS

154. The District shall take no action, other than mandated by the Taylor Law, against any teacher who has participated in any job action, and the MCTA agrees that it will not take any action against those who had not participated in any job action. Any teacher who, prior to a job action, had tenure and who is subject to any kind of a disciplinary action, must be presented with a written specification of the charges and copies of the charges must be sent to the MCTA. An opportunity, before the Board, must be given to the teacher to defend against the charges before any disciplinary action becomes final.

PAYROLL SAVINGS

155. The District will continue a payroll savings plan with the proper rules and regulations to be established. New teachers hired after September 1st can be put on the payroll savings plan by notifying the District personnel office within thirty (30) days after beginning employment.

DUES DEDUCTION

156. The District agrees to deduct from the salaries of its teachers dues for the Association when a teacher, individually and voluntarily, authorizes the District to so deduct. The District shall transmit such monies so deducted within ten (10) days to the Association. New teachers hired after September 1st can be put on the dues deduction plan by notifying the District personnel office within thirty (30) days after beginning employment.

157. [intentionally left blank]

158. [intentionally left blank]

159. [intentionally left blank]

160. [intentionally left blank]

161. [intentionally left blank]

162. The Association shall indemnify and save the District harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the District for the purpose of complying with any of the provisions of this article.

163. [intentionally left blank]

SCHOOL DISTRICT POLICY

164. The District will make available to the MCTA updated copies of the Board and Administrative Policy.

ALTERNATIVE/P.M. SCHOOL

165. Pursuant to the following:

Stipend	2020/21 – The 2019/20 rate increased by the percentage applicable to salaries for 2020/21.
	2021/22 – The 2020/21 rate increased by the percentage applicable to salaries for 2021/22.
	2022/23 – The 2021/22 rate increased by the percentage applicable to salaries for 2022/23.
	2023/24 – The 2022/23 rate increased by the percentage applicable to salaries for 2023/24.
	2024/25 – The 2023/24 rate increased by the percentage applicable to salaries for 2024/25.
PM Liaison	2020/21 – The 2019/20 rate increased by the percentage applicable to salaries for 2020/21.
	2021/22 – The 2020/21 rate increased by the percentage applicable to salaries for 2021/22.
	2022/23 – The 2021/22 rate increased by the percentage applicable to salaries for 2022/23.
	2023/24 – The 2022/23 rate increased by the percentage applicable to salaries for 2023/24.
	2024/25 – The 2023/24 rate increased by the percentage applicable to salaries for 2024/25.

166. There will be a class maximum load limit of twelve (12) students.

167. This position will be posted and volunteers will be interviewed.

168. Teachers may apply for one (1) or more assignments.

PROFESSIONAL GROWTH WORK

169. Members of the unit selected by the District to perform Professional Growth Work shall be compensated at the following hourly rate.

A. Curriculum Writing

2020/21 - \$41.00 per hour

2021/22 - \$41.00 per hour

2022/23 - \$41.00 per hour

2023/24 - \$41.00 per hour

2024/25 - \$41.00 per hour

B. Preparation for Superintendent’s Conference Day Presentations

\$60.00

170. Any teacher who requires mentoring as defined by the New York State MTIP and/or Commissioner’s Regulation 100.2 (dd) will participate in the District’s New Teacher Mentoring Program (Mentor/Intern Program) (see Appendix Q).

SPEECH PATHOLOGISTS MEDICAID FILINGS

171. District licensed Speech Pathologists shall be required to complete and file all forms, and documents electronically or otherwise in order to enable the District to obtain Medicaid reimbursement and/or payments for students.

172. The aforementioned Speech Pathologists will be required to complete and file the forms and documents for only those students who are included in their caseload, who are eligible for and/or receive Medicaid benefits. Speech Pathologists must complete and file this documentation for all their Medicaid eligible students.

173. Speech Pathologists will be reimbursed up to a maximum/total of \$750.00 over each three (3) year period for professional development courses required to be taken in order to maintain their licenses as Speech Pathologists.

174. The aforementioned Speech Pathologists shall be permitted to participate in CSE meetings for the students included in their caseload and have input in the evaluations and/or tests discussed and selected by the CSE.

175. Licensed Speech Pathologists shall continue to have the rights to indemnification by the District as are accorded to other teacher bargaining unit members by contract, law and policy, provided they are eligible for such protection.

176. (A) The aforementioned Speech Pathologists shall be compensated on a per semester basis for completion and filing of Medicaid documentation pursuant to the following schedule:

<u>Average Number of Students Per Semester (for which Medicaid documentation is completed/filed)</u>	<u>Per Semester Payment</u>
1 to 5 Students	\$150.00
6 to 10 Students	\$250.00
11 to 15 Students	\$350.00
16 to 20 Students	\$450.00
21 to 24 Students	\$600.00
25 to 28 Students	\$750.00

(B) The per semester numbers of students delineated above will be based upon the average number of students for which Speech Pathologists complete and file the aforementioned documentation each semester. The above-referenced amounts are to be paid to Speech Pathologists for completion and filing of the documentation on a per semester basis. Every effort will be made to allow Speech Pathologists to complete the documentation which is the subject of this Agreement during their work day.

177. Speech Pathologists completing and filing the aforementioned documentation shall not be required to perform secondary supervisory duties (i.e. cafeteria duty), and those on the elementary level shall not be required to perform duties (i.e. bus duty).

SOCIAL WORKERS MEDICAID FILINGS

178. District licensed Social Workers shall be required to complete and file all forms and documents, electronically or otherwise, in order to enable the District to obtain Medicaid reimbursement and/or payments for students. The District shall provide Social Workers with appropriate training in regard to this responsibility prior to having Social Workers complete and/or file such forms and documents.

179. The aforementioned Social Workers will be required to complete and file the forms and documents for only those students who are included in their caseload, who are eligible for and/or receive Medicaid benefits. Social Workers must complete and file this documentation for all their Medicaid eligible students. The District shall provide

Social Workers with appropriate training in regard to this responsibility prior to having Social Workers complete and/or file such forms and documents.

180. Social Workers will be reimbursed up to a maximum/total of \$750.00 over each three (3) year period for professional development courses required to be taken in order to maintain their licenses as Social Worker (LCSW or LCSW-R).

181. The aforementioned Social Workers shall be permitted to participate in CSE meetings for the students included in their caseload and have input in the evaluations and/or tests discussed and selected by the CSE. Each Social Worker will be provided with the most updated diagnostic version of the *Diagnostic and Statistical Manual of Mental Disorders (DSM-5)*.

182. Licensed Clinical Social Workers shall continue to have the rights to indemnification by the District as are accorded to other teacher bargaining unit members by contract, law and policy, provided they are eligible for such protection.

183. (A) The aforementioned Social Workers shall be compensated on a per semester basis for completion and filing of Medicaid documentation pursuant to the following schedule:

<u>Average Number of Students Per Semester (for which Medicaid documentation is completed/filed)</u>	<u>Per Semester Payment</u>
1 to 5 Students	\$150.00
6 to 10 Students	\$250.00
11 to 15 Students	\$350.00
16 to 20 Students	\$450.00
21 to 24 Students	\$600.00
25 to 28 Students	\$750.00

Payment to Social Workers shall be made with the check that is part of the second full payroll cycle issued more than ten (10) days after the conclusion of the first semester (for services rendered in the first semester of the school year); and with the check that is part of the second full payroll cycle issued more than ten (10) days after the conclusion of the second semester (for services rendered in the second semester of the school year).

(B) The per semester numbers of students delineated above will be based upon the average number of students for which Social Workers complete and file the aforementioned documentation each semester. The above referenced amounts are to be paid to Social Worker for completion and filing of documentation on a per semester

basis. Every effort will be made to allow Social Workers to complete the documentation which is the subject of this Agreement during their workday.

184. Social Workers completing and filing the aforementioned documentation on the secondary level shall not be required to perform secondary supervisory duties (i.e., cafeteria duty and/or class coverage); and those on the elementary level shall not be required to perform elementary duties (i.e., bus duty and/or class coverage).

Social Workers' responsibilities shall commence with the second semester of the 2017/18 school year and continue thereafter.

185. Home Teaching. The hourly rate for home teaching one (1) student shall be \$41. Up to five (5) students may be assigned to a "home teaching" session at Centereach High School per course, and any teacher providing home teaching in such a setting for between two (2) and five (5) students shall be paid the hourly rate of \$51.76.

186. Title IX Duties. Title IX duties, including those which may have been performed by an MCTA member in the Title IX Position will be performed by Joseph Darrigo, Brian McCarthy or John W. Coverdale, as designated by the Superintendent of Schools. Should the Superintendent determine that assignment to one of those three is not warranted, she may assign the matter to the Board appointed Title IX Compliance Officer after consultation with the MCTA President.

187. Medicare Part D IRMAA. Should an MCTA retiree be charged a Part D Income-Related Monthly Adjustment Amount as a result of that retiree's adjusted gross income being more than \$85,000 (for individuals) or \$175,000 (for married couples) such retiree will be reimbursed by the District the IRMAA amount. In order to receive such reimbursement, the retiree shall submit proof of the IRMAA payment to the District Personnel Office and a reimbursement will be issued once in January (for the previous six months) and once in July (for the previous six months).

MIDDLE COUNTRY CENTRAL
SCHOOL DISTRICT

By: 
Karen J. Lessler, Ed.D.
President, Board of Education

Date: 7/7/2021

MIDDLE COUNTRY
TEACHERS ASSOCIATION

By: 
Nadia Resnikoff
President

Date: 7/7/2021

**APPENDIX A-1
MIDDLE COUNTRY CENTRAL SCHOOL DISTRICT
2020 - 2021 SALARY SCHEDULE
1.81 % INCREASE**

Horizontal Index:	
BA - BA + 30	4.0%
MA - DR + 15	4.0%

Vertical Index:	
1-8	4.0%
9-21	5.0%

STEP/GR	BA	BA + 15	BA + 30	MA	MA + 15	MA + 30	MA + 45	MA + 60	MA + 75	MA + 90
	1	2	3	BA + 45	BA + 60	BA + 75	BA + 90	DR	DR	DR + 15
1	52,610	54,716	56,820	58,925	61,028	63,133	65,238	67,342	69,446	71,551
2	54,714	56,905	59,093	61,282	63,469	65,658	67,848	70,036	72,224	74,413
3	56,818	59,094	61,366	63,639	65,910	68,183	70,458	72,730	75,002	77,275
4	58,922	61,283	63,639	65,996	68,351	70,708	73,068	75,424	77,780	80,137
5	61,026	63,472	65,912	68,353	70,792	73,233	75,678	78,118	80,558	82,999
6	63,130	65,661	68,185	70,710	73,233	75,758	78,288	80,812	83,336	85,861
7	65,234	67,850	70,458	73,067	75,674	78,283	80,898	83,506	86,114	88,723
8	67,338	70,039	72,731	75,424	78,115	80,808	83,508	86,200	88,892	91,585
9	69,969	72,775	75,572	78,370	81,166	83,965	86,770	89,567	92,364	95,163
10	72,600	75,511	78,413	81,316	84,217	87,122	90,032	92,934	95,836	98,741
11	75,231	78,247	81,254	84,262	87,268	90,279	93,294	96,301	99,308	102,319
12	77,862	80,983	84,095	87,208	90,319	93,436	96,556	99,668	102,780	105,897
13	80,493	83,719	86,936	90,154	93,370	96,593	99,818	103,035	106,252	109,475
14	83,124	86,455	89,777	93,100	96,421	99,750	103,080	106,402	109,724	113,053
15	85,755	89,191	92,618	96,046	99,472	102,907	106,342	109,769	113,196	116,631
16	88,386	91,927	95,459	98,992	102,523	106,064	109,604	113,136	116,668	120,209
17	91,017	94,663	98,300	101,938	105,574	109,221	112,866	116,503	120,140	123,787
18	93,648	97,399	101,141	104,884	108,625	112,378	116,128	119,870	123,612	127,365
19	96,279	100,135	103,982	107,830	111,676	115,535	119,390	123,237	127,084	130,943
20	98,910	102,871	106,823	110,776	114,727	118,692	122,652	126,604	130,556	134,521
21	101,541	105,607	109,664	113,722	117,778	121,849	125,914	129,971	134,028	138,099

Course approval for movement from MA + 75 to MA + 90 (See Appendix O)

**APPENDIX A-2
MIDDLE COUNTRY CENTRAL SCHOOL DISTRICT
2021 - 2022 SALARY SCHEDULE
1.23 % INCREASE**

Horizontal Index:	
BA - BA + 30	4.0%
MA - DR + 15	4.0%

Vertical Index:	
1-8	4.0%
9-21	5.0%

STEP/GR	BA	BA + 15	BA + 30	MA	MA + 15	MA + 30	MA + 45	MA + 60	MA + 75	MA + 90
	1	2	3	BA + 45	BA + 60	BA + 75	BA + 90	DR	DR	DR + 15
1	53,257	55,389	57,519	59,650	61,779	63,910	66,040	68,170	70,300	72,431
2	55,387	57,605	59,820	62,036	64,250	66,466	68,682	70,897	73,112	75,328
3	57,517	59,821	62,121	64,422	66,721	69,022	71,324	73,624	75,924	78,225
4	59,647	62,037	64,422	66,808	69,192	71,578	73,966	76,351	78,736	81,122
5	61,777	64,253	66,723	69,194	71,663	74,134	76,608	79,078	81,548	84,019
6	63,907	66,469	69,024	71,580	74,134	76,690	79,250	81,805	84,360	86,916
7	66,037	68,685	71,325	73,966	76,605	79,246	81,892	84,532	87,172	89,813
8	68,167	70,901	73,626	76,352	79,076	81,802	84,534	87,259	89,984	92,710
9	70,300	73,670	76,502	79,335	82,165	84,998	87,836	90,668	93,499	96,332
10	73,493	76,439	79,378	82,318	85,254	88,194	91,138	94,077	97,014	99,954
11	76,156	79,208	82,254	85,301	88,343	91,390	94,440	97,486	100,529	103,576
12	78,819	81,977	85,130	88,284	91,432	94,586	97,742	100,895	104,044	107,198
13	81,482	84,746	88,006	91,267	94,521	97,782	101,044	104,304	107,559	110,820
14	84,145	87,515	90,882	94,250	97,610	100,978	104,346	107,713	111,074	114,442
15	86,808	90,284	93,758	97,233	100,699	104,174	107,648	111,122	114,589	118,064
16	89,471	93,053	96,634	100,216	103,788	107,370	110,950	114,531	118,104	121,686
17	92,134	95,822	99,510	103,199	106,877	110,566	114,252	117,940	121,619	125,308
18	94,797	98,591	102,386	106,182	109,966	113,762	117,554	121,349	125,134	128,930
19	97,460	101,360	105,262	109,165	113,055	116,958	120,856	124,758	128,649	132,552
20	100,123	104,129	108,138	112,148	116,144	120,154	124,158	128,167	132,164	136,174
21	102,786	106,898	111,014	115,131	119,233	123,350	127,460	131,576	135,679	139,796

Course approval for movement from MA + 75 to MA + 90 (See Appendix O)

**APPENDIX A-3
MIDDLE COUNTRY CENTRAL SCHOOL DISTRICT
2022-2023 SALARY SCHEDULE
2.00% INCREASE**

Horizontal Index:	
BA - BA + 30	4.0%
MA - DR + 15	4.0%

Vertical Index:	
1-8	4.0%
9-21	5.0%

STEP/GRADE	BA	BA + 15	BA + 30	MA	MA + 15	MA + 30	MA + 45	MA + 60	MA + 75	MA + 90
	1	2	3	BA + 45	BA + 60	BA + 75	BA + 90	8	DR	DR + 15
1	54,322	56,497	58,669	60,843	63,015	65,188	67,361	69,533	71,706	73,880
2	56,495	58,757	61,016	63,277	65,536	67,796	70,055	72,314	74,574	76,835
3	58,668	61,017	63,363	65,711	68,057	70,404	72,749	75,095	77,442	79,790
4	60,841	63,277	65,710	68,145	70,578	73,012	75,443	77,876	80,310	82,745
5	63,014	65,537	68,057	70,579	73,099	75,620	78,137	80,657	83,178	85,700
6	65,187	67,797	70,404	73,013	75,620	78,228	80,831	83,438	86,046	88,655
7	67,360	70,057	72,751	75,447	78,141	80,836	83,525	86,219	88,914	91,610
8	69,533	72,317	75,098	77,881	80,662	83,444	86,219	89,000	91,782	94,565
9	72,249	75,142	78,031	80,923	83,813	86,703	89,587	92,477	95,367	98,259
10	74,965	77,967	80,964	83,965	86,964	89,962	92,955	95,954	98,952	101,953
11	77,681	80,792	83,897	87,007	90,115	93,221	96,323	99,431	102,537	105,647
12	80,397	83,617	86,830	90,049	93,266	96,480	99,691	102,908	106,122	109,341
13	83,113	86,442	89,763	93,091	96,417	99,739	103,059	106,385	109,707	113,035
14	85,829	89,267	92,696	96,133	99,568	102,998	106,427	109,862	113,292	116,729
15	88,545	92,092	95,629	99,175	102,719	106,257	109,795	113,339	116,877	120,423
16	91,261	94,917	98,562	102,217	105,870	109,516	113,163	116,816	120,462	124,117
17	93,977	97,742	101,495	105,259	109,021	112,775	116,531	120,293	124,047	127,811
18	96,693	100,567	104,428	108,301	112,172	116,034	119,899	123,770	127,632	131,505
19	99,409	103,392	107,361	111,343	115,323	119,293	123,267	127,247	131,217	135,199
20	102,125	106,217	110,294	114,385	118,474	122,552	126,635	130,724	134,802	138,893
21	104,841	109,042	113,227	117,427	121,625	125,811	130,003	134,201	138,387	142,587

Course approval for movement from MA + 75 to MA + 90 (See Appendix O)

**APPENDIX A-3
MIDDLE COUNTRY CENTRAL SCHOOL DISTRICT
2023-2024 SALARY SCHEDULE
2.00% INCREASE**

Horizontal Index:	
BA - BA + 30	4.0%
MA - DR + 15	4.0%

Vertical Index:	
1-8	4.0%
9-21	5.0%

1.02

STEP/GRADE	BA	BA + 15	BA + 30	MA	MA + 15	MA + 30	MA + 45	MA + 60	MA + 75	MA + 90
		1	2	3	4	5	6	7	8	9
1	55,408	57,627	59,842	62,060	64,275	66,492	68,708	70,924	73,140	75,358
2	57,625	59,932	62,236	64,542	66,846	69,151	71,457	73,761	76,066	78,372
3	59,841	62,237	64,630	67,025	69,417	71,811	74,205	76,598	78,991	81,386
4	62,057	64,542	67,023	69,507	71,988	74,471	76,953	79,434	81,917	84,401
5	64,274	66,847	69,417	71,989	74,559	77,130	79,702	82,271	84,843	87,415
6	66,490	69,152	71,811	74,472	77,130	79,790	82,450	85,108	87,768	90,429
7	68,706	71,457	74,205	76,954	79,701	82,450	85,198	87,945	90,694	93,443
8	70,923	73,762	76,598	79,437	82,272	85,109	87,947	90,782	93,619	96,458
9	73,693	76,644	79,590	82,540	85,486	88,434	91,382	94,328	97,276	100,226
10	76,464	79,525	82,582	85,643	88,700	91,759	94,817	97,875	100,933	103,993
11	79,234	82,407	85,575	88,746	91,914	95,083	98,253	101,421	104,590	107,761
12	82,004	85,288	88,567	91,849	95,127	98,408	101,688	104,967	108,247	111,529
13	84,775	88,169	91,559	94,952	98,341	101,732	105,124	108,513	111,904	115,297
14	87,545	91,051	94,551	98,055	101,555	105,057	108,559	112,059	115,561	119,065
15	90,316	93,932	97,543	101,158	104,769	108,382	111,994	115,606	119,218	122,833
16	93,086	96,813	100,535	104,261	107,983	111,706	115,430	119,152	122,875	126,601
17	95,857	99,695	103,527	107,364	111,196	115,031	118,865	122,698	126,532	130,369
18	98,627	102,576	106,519	110,467	114,410	118,355	122,301	126,244	130,189	134,137
19	101,397	105,457	109,512	113,570	117,624	121,680	125,736	129,790	133,846	137,904
20	104,168	108,339	112,504	116,673	120,838	125,005	129,171	133,336	137,503	141,672
21	106,938	111,220	115,496	119,776	124,051	128,329	132,607	136,883	141,160	145,440

Course approval for movement from MA + 75 to MA + 90 (See Appendix O)

Value of Steps										
4%	2,216	2,305	2,394	2,482	2,571	2,660	2,748	2,837	2,926	3,014
5%	2,770	2,881	2,992	3,103	3,214	3,325	3,435	3,546	3,657	3,768

**APPENDIX A-3
MIDDLE COUNTRY CENTRAL SCHOOL DISTRICT
2024-2025 SALARY SCHEDULE
2.00% INCREASE**

Horizontal Index:	
BA - BA + 30	4.0%
MA - DR + 15	4.0%

Vertical Index:	
1-8	4.0%
9-21	5.0%

1.02

STEP/GRADE	BA	BA + 15	BA + 30	MA	MA + 15	MA + 30	MA + 45	MA + 60	MA + 75	MA + 90
		1	2	3	4	5	6	7	8	9
1	56,516	58,780	61,039	63,301	65,561	67,822	70,082	72,342	74,603	76,865
2	58,777	61,131	63,481	65,833	68,183	70,535	72,885	75,236	77,587	79,940
3	61,038	63,482	65,923	68,365	70,805	73,248	75,688	78,130	80,571	83,015
4	63,299	65,833	68,365	70,897	73,427	75,961	78,491	81,024	83,555	86,090
5	65,560	68,184	70,807	73,429	76,049	78,674	81,294	83,918	86,539	89,165
6	67,821	70,535	73,249	75,961	78,671	81,387	84,097	86,812	89,523	92,240
7	70,082	72,886	75,691	78,493	81,293	84,100	86,900	89,706	92,507	95,315
8	72,343	75,237	78,133	81,025	83,915	86,813	89,703	92,600	95,491	98,390
9	75,169	78,176	81,185	84,190	87,193	90,204	93,207	96,217	99,221	102,233
10	77,995	81,115	84,237	87,355	90,471	93,595	96,711	99,834	102,951	106,076
11	80,821	84,054	87,289	90,520	93,749	96,986	100,215	103,451	106,681	109,919
12	83,647	86,993	90,341	93,685	97,027	100,377	103,719	107,068	110,411	113,762
13	86,473	89,932	93,393	96,850	100,305	103,768	107,223	110,685	114,141	117,605
14	89,299	92,871	96,445	100,015	103,583	107,159	110,727	114,302	117,871	121,448
15	92,125	95,810	99,497	103,180	106,861	110,550	114,231	117,919	121,601	125,291
16	94,951	98,749	102,549	106,345	110,139	113,941	117,735	121,536	125,331	129,134
17	97,777	101,688	105,601	109,510	113,417	117,332	121,239	125,153	129,061	132,977
18	100,603	104,627	108,653	112,675	116,695	120,723	124,743	128,770	132,791	136,820
19	103,429	107,566	111,705	115,840	119,973	124,114	128,247	132,387	136,521	140,663
20	106,255	110,505	114,757	119,005	123,251	127,505	131,751	136,004	140,251	144,506
21	109,081	113,444	117,809	122,170	126,529	130,896	135,255	139,621	143,981	148,349

Course approval for movement from MA + 75 to MA + 90 (See Appendix O)

APPENDIX B

E COUNTRY CENTRAL SCHOOL DISTRICT - COACHES PAY SCHEDULES

		<u>20-21 YR</u>	<u>21-22 YR</u>	<u>22-23 YR</u>	<u>23-24 YR</u>	<u>24-25 YR</u>
			+1.23%	+2%	+2%	+2%
BASEBALL	VARSITY	7,519	7,611	7,764	7,919	8,077
BASEBALL	ASST. VARSITY	6,055	6,129	6,252	6,377	6,505
BASEBALL	JR. VARSITY	5,667	5,737	5,851	5,968	6,088
BASEBALL	FRESHMAN	4,727	4,785	4,881	4,978	5,078
BASEBALL	7 & 8 GRADES	4,398	4,452	4,541	4,632	4,725
BASKETBALL	VARSITY	8,257	8,359	8,526	8,696	8,870
BASKETBALL	ASST. VARSITY	6,611	6,692	6,826	6,963	7,102
BASKETBALL	JR. VARSITY	6,112	6,187	6,311	6,437	6,566
BASKETBALL	FRESHMAN	5,305	5,370	5,478	5,587	5,699
BASKETBALL	7 & 8 GRADES	4,664	4,721	4,816	4,912	5,010
BASKETBALL	UNIFIED	2,000	2,025	2,065	2,106	2,149
BOWLING	VARSITY	5,223	5,287	5,393	5,501	5,611
CHEERLEADERS	VARSITY	6,708	6,791	6,926	7,065	7,206
CHEERLEADERS	JR. VARSITY	5,333	5,399	5,507	5,617	5,729
CHEERLEADERS	7 & 8 GRADES	4,108	4,159	4,242	4,327	4,413
CROSS COUNTRY	VARSITY	6,754	6,837	6,974	7,113	7,256
CROSS COUNTRY	ASST. VARSITY	5,657	5,727	5,841	5,958	6,077
CROSS COUNTRY	7 & 8 GRADES	4,134	4,185	4,269	4,354	4,441
FENCING	VARSITY	6,490	6,570	6,701	6,835	6,972
FIELD HOCKEY	VARSITY	7,182	7,270	7,416	7,564	7,715
FIELD HOCKEY	ASST. VARSITY	5,770	5,841	5,958	6,077	6,198
FIELD HOCKEY	JR. VARSITY	5,429	5,496	5,606	5,718	5,832
FIELD HOCKEY	7 & 8 GRADES	4,310	4,363	4,450	4,539	4,630
FOOTBALL	VARSITY	8,603	8,709	8,883	9,061	9,242
FOOTBALL	ASST. VARSITY	6,769	6,852	6,989	7,129	7,272
FOOTBALL	JR. VARSITY	6,454	6,533	6,664	6,797	6,933
FOOTBALL	ASST. JR. VARSITY	6,000	6,074	6,195	6,319	6,446
FOOTBALL	FRESHMAN	5,694	5,764	5,879	5,997	6,117
FOOTBALL	ASST. FRESHMAN	5,052	5,114	5,216	5,321	5,427
FOOTBALL	7 & 8 GRADES	4,890	4,950	5,049	5,150	5,253
FOOTBALL	ASST. 7 & 8 GRADES	4,810	4,869	4,967	5,066	5,167
GOLF	VARSITY	5,766	5,837	5,954	6,073	6,194
GOLF	ASST. VARSITY	4,474	4,529	4,620	4,712	4,806
GYMNASTICS	VARSITY	7,460	7,552	7,703	7,857	8,014
GYMNASTICS	ASST. VARSITY	6,162	6,238	6,363	6,490	6,620
GYMNASTICS	7 & 8 GRADES	4,489	4,544	4,635	4,728	4,822

APPENDIX B

E COUNTRY CENTRAL SCHOOL DISTRICT - COACHES PAY SCHEDULES

		<u>20-21 YR</u>	<u>21-22 YR</u>	<u>22-23 YR</u>	<u>23-24 YR</u>	<u>24-25 YR</u>
HANDBALL	VARSITY	4,242	4,294	4,380	4,468	4,557
KICKLINE	VARSITY	5,853	5,925	6,043	6,164	6,288
KICKLINE	JR. VARSITY	4,697	4,755	4,850	4,947	5,046
KICKLINE	7 & 8 GRADES	1,300	1,316	1,342	1,369	1,397
LACROSSE	VARSITY	7,606	7,700	7,854	8,011	8,171
LACROSSE	ASST. VARSITY	6,178	6,254	6,379	6,507	6,637
LACROSSE	JR. VARSITY	5,743	5,814	5,930	6,049	6,169
LACROSSE	ASST. JR. VARSITY	5,145	5,208	5,312	5,419	5,527
LACROSSE	FRESHMAN	4,886	4,946	5,045	5,146	5,249
LACROSSE	ASST. FRESHMAN	4,727	4,785	4,881	4,978	5,078
LACROSSE	7 & 8 GRADES	4,405	4,459	4,548	4,639	4,732
LACROSSE	ASST. 7 & 8 GRADES	4,000	4,049	4,130	4,213	4,297
SOCCER	VARSITY	7,211	7,300	7,446	7,595	7,746
SOCCER	ASST. VARSITY	5,760	5,831	5,947	6,066	6,188
SOCCER	JR. VARSITY	5,527	5,595	5,707	5,821	5,937
SOCCER	7 & 8 GRADES	4,564	4,620	4,713	4,807	4,903
SOCCER	FRESHMAN	4,612	4,669	4,762	4,857	4,954
SOFTBALL	VARSITY	7,519	7,611	7,764	7,919	8,077
SOFTBALL	ASST. VARSITY	6,126	6,201	6,325	6,452	6,581
SOFTBALL	JR. VARSITY	5,378	5,444	5,553	5,664	5,777
SOFTBALL	7 & 8 GRADES	4,399	4,453	4,542	4,633	4,726
SOFTBALL	FRESHMAN	4,860	4,920	5,018	5,119	5,221
TENNIS	VARSITY	6,490	6,570	6,701	6,835	6,972
TENNIS	ASST. VARSITY	4,981	5,042	5,143	5,246	5,351
TENNIS	JR. VARSITY	4,981	5,042	5,143	5,246	5,351
TENNIS	7 & 8 GRADES	4,434	4,489	4,578	4,670	4,763
TRACK SPRING	VARSITY	7,297	7,387	7,534	7,685	7,839
TRACK SPRING	ASST. VARSITY	5,974	6,047	6,168	6,292	6,418
TRACK SPRING	FRESHMAN	4,713	4,771	4,866	4,964	5,063
TRACK SPRING	7 & 8 GRADES	4,362	4,416	4,504	4,594	4,686
TRACK SPRING	ASST. 7 & 8 GRADES	3,927	3,975	4,055	4,136	4,219
TRACK WINTER	VARSITY	7,359	7,450	7,599	7,750	7,905
TRACK WINTER	ASST. VARSITY	5,987	6,061	6,182	6,305	6,432
VOLLEYBALL	VARSITY	7,428	7,519	7,670	7,823	7,980
VOLLEYBALL	ASST. VARSITY	6,018	6,092	6,214	6,338	6,465
VOLLEYBALL	JR. VARSITY	5,614	5,683	5,797	5,913	6,031
VOLLEYBALL	FRESHMAN	4,648	4,705	4,799	4,895	4,993
VOLLEYBALL	7 & 8 GRADES	4,351	4,405	4,493	4,582	4,674

APPENDIX B

≡ COUNTRY CENTRAL SCHOOL DISTRICT - COACHES PAY SCHEDULES

		<u>20-21 YR</u>	<u>21-22 YR</u>	<u>22-23 YR</u>	<u>23-24 YR</u>	<u>24-25 YR</u>
WRESTLING	VARSITY	8,276	8,378	8,545	8,716	8,891
WRESTLING	JR. VARSITY	6,196	6,272	6,398	6,526	6,656
WRESTLING	ASST. VARSITY	5,985	6,059	6,180	6,303	6,429
WRESTLING	FRESHMAN	5,048	5,110	5,212	5,317	5,423
WRESTLING	7 & 8 GRADES	4,651	4,708	4,802	4,898	4,996
WRESTLING	ASST. 7 & 8 GRADES	4,536	4,592	4,684	4,777	4,873

PLAYOFF PAY: Playoffs are defined as Varsity practices and games or matches that follow the regular-season league schedule in which a team has gained entrance by qualification. Instances when a team has gained entrance by invitation will only be considered playoffs for purposes of this provision if approval of the Superintendent or designee is obtained prior to the acceptance of the invitation. Compensation for playoffs as defined herein shall be \$ 100 per week for head coaches and \$ 75 per week for assistant coaches.

APPENDIX C
MIDDLE COUNTRY CENTRAL SCHOOL DISTRICT - MISCELLANEOUS PAY SCHEDULES

	<u>20-21 YR</u>	<u>21-22 YR</u>	<u>22-23 YR</u>	<u>23-24 YR</u>	<u>24-25 YR</u>
		+1.23%	+2%	+2%	+2%
Detention Halls Sr. HS	4,448	4,503	4,593	4,685	4,778
Detention Halls MS	2,843	2,877	2,935	2,993	3,053
Graduation Director	1,669	1,689	1,723	1,757	1,792
* Intramurals (per season)	1,349	1,366	1,393	1,421	1,449
* Musical Show Director (per show)	3,841	3,888	3,966	4,045	4,126
* Musical Show Asst. Director (per show)	1,442	1,460	1,489	1,519	1,549
* Marching Band (per function)	247	250	255	260	265
Music Teacher Elementary (in lieu of release time)	1,669	1,689	1,723	1,757	1,792
* Musical Show Choral Director (per show)	1,669	1,689	1,723	1,757	1,792
* Musical Show Director of Music (per show)	1,669	1,689	1,723	1,757	1,792
* Variety Show Director (per show)	1,442	1,460	1,489	1,519	1,549
* Choreographer (per show)	1,442	1,460	1,489	1,519	1,549
* Piano Accompanist (per show)	1,442	1,460	1,489	1,519	1,549
* Music Performers Ancillary (limit 6 performers)	610	617	629	642	655
* Musical Show Set Design & Construction (per show)	1,442	1,460	1,489	1,519	1,549
* Musical Show Performance Accompanist (per show)	1,442	1,460	1,489	1,519	1,549
* Musical Show Technical Director (per show)	1,442	1,460	1,489	1,519	1,549
Dean	3,215	3,255	3,320	3,386	3,454
Athletic Trainers	44,488	45,035	45,936	46,855	47,792
Public Relations Team Leaders	2,573	2,604	2,656	2,709	2,763
Interscholastic Supply & Equipment Manager Sr. HS	3,215	3,255	3,320	3,386	3,454
Interscholastic Supply & Equipment Manager MS	2,411	2,441	2,489	2,539	2,590
** Handicapped Players Advisor (per event)	71	72	73	75	76
Public Relations Elementary	2,045	2,071	2,112	2,155	2,198
* Detention Halls Elementary (per hour)	60	61	62	63	64
Public Relations Community Coordinator Sr. Hs	3,841	3,889	3,967	4,046	4,127
Public Relations Community Coordinator MS	2,888	2,924	2,982	3,042	3,102
Student Funds Controller Sr. HS	2,888	2,924	2,982	3,042	3,102
Student Funds Banker Sr. HS	2,404	2,433	2,482	2,531	2,582
Student Funds Banker/Controller MS	2,888	2,924	2,982	3,042	3,102

* By Payroll Claim

** The advisor/handicapped players (per event) will be paid at the highest chaperone rate of pay.

APPENDIX D-1

MIDDLE COUNTRY CENTRAL SCHOOL DISTRICT-EXTRA CO-CURRICULAR SCHEDULE

<u>Senior High School</u>	<u>20-21 YR</u>	<u>21-22 YR</u>	<u>22-23 YR</u>	<u>23-24 YR</u>	<u>24-25 YR</u>
		+1.23%	+2%	+2%	+2%
GO Student Activities Sr. HS	8,027	8,126	8,288	8,454	8,623
Capstone Advisor		4,503	4,593	4,685	4,779
Renaissance Sr. HS	3,840	3,887	3,965	4,044	4,125
Class Advisor - Gr. 12	3,840	3,887	3,965	4,044	4,125
Year Book Sr. HS	3,840	3,887	3,965	4,044	4,125
Newspaper Sr. HS	3,840	3,887	3,965	4,044	4,125
Speech & Debate Club Sr. HS	3,840	3,887	3,965	4,044	4,125
Robotics Club Sr. HS	3,840	3,887	3,965	4,044	4,125
Drama Club Sr. HS (with production)	3,840	3,887	3,965	4,044	4,125
Peer Mediation Sr. HS	3,840	3,887	3,965	4,044	4,125
LEGO Club Sr. HS	3,840	3,887	3,965	4,044	4,125
Class Advisor - Gr. 11	3,358	3,400	3,468	3,537	3,608
Class Advisor - Gr. 10	2,888	2,923	2,981	3,041	3,102
VICA Club Sr. HS	2,888	2,923	2,981	3,041	3,102
DECA Club Sr. HS	2,888	2,923	2,981	3,041	3,102
Literary Magazine Sr. HS	2,403	2,433	2,481	2,531	2,581
Stage Band Sr. HS	2,403	2,433	2,481	2,531	2,581
Vocal Ensemble Sr. HS	2,403	2,433	2,481	2,531	2,581
Chamber Orchestra Sr. HS	2,403	2,433	2,481	2,531	2,581
Class Advisor - Gr. 09	2,403	2,433	2,481	2,531	2,581
Pep Club Sr. HS	2,403	2,433	2,481	2,531	2,581
Best Buddies Advisor HS	1,924	1,948	1,987	2,026	2,067
Long Island Acad. Decathlon Sr. HS	1,924	1,948	1,987	2,026	2,067
Math Team Sr. HS	1,924	1,948	1,987	2,026	2,067
Chess and Checkers Sr. HS	1,924	1,948	1,987	2,026	2,067
Peer Leadership Sr. HS	1,924	1,948	1,987	2,026	2,067
National Honor Society Sr. HS	1,924	1,948	1,987	2,026	2,067
National Art Honor Society Sr. HS	1,924	1,948	1,987	2,026	2,067
National Technical Honor Society HS	1,924	1,948	1,987	2,026	2,067
Mock Trial Club Sr. HS	1,924	1,948	1,987	2,026	2,067
Tri M Music Honor Society Sr. HS	1,924	1,948	1,987	2,026	2,067
LOTE Honor Society Sr. HS	1,924	1,948	1,987	2,026	2,067
Youth for Humanity	1,779	1,801	1,837	1,874	1,911
Musical Show Producer Sr. HS	1,439	1,457	1,486	1,516	1,546
Arts Ensemble Sr. HS	1,439	1,457	1,486	1,516	1,546
Modern Dance Sr. HS	1,439	1,457	1,486	1,516	1,546
Photography Sr. HS	1,439	1,457	1,486	1,516	1,546
Science Club Sr. HS	1,439	1,457	1,486	1,516	1,546
Language Club Sr. HS	1,439	1,457	1,486	1,516	1,546
French Club Sr. HS	1,439	1,457	1,486	1,516	1,546
Leader Club Sr. HS	1,439	1,457	1,486	1,516	1,546
Future Teachers Club Sr. HS	1,439	1,457	1,486	1,516	1,546
SADD Sr. HS	1,439	1,457	1,486	1,516	1,546
Drama Club Sr. HS (no production)	1,439	1,457	1,486	1,516	1,546
Technology Club Sr. HS	1,439	1,457	1,486	1,516	1,546
Afro-American Club Sr. HS	1,439	1,457	1,486	1,516	1,546
Future Business Club Sr. HS	1,439	1,457	1,486	1,516	1,546
Quill & Scroll Sr. HS	1,439	1,457	1,486	1,516	1,546
Future Homemakers Sr. HS	1,439	1,457	1,486	1,516	1,546
History Club Sr. HS	1,439	1,457	1,486	1,516	1,546
Library Club Sr. HS	1,439	1,457	1,486	1,516	1,546
Industrial Arts Club Sr. HS	1,439	1,457	1,486	1,516	1,546
Yorker Club Sr. HS	1,439	1,457	1,486	1,516	1,546
Computer Club Sr. HS	1,439	1,457	1,486	1,516	1,546
ESL Sr. HS	1,439	1,457	1,486	1,516	1,546
Art Club Sr. HS	1,439	1,457	1,486	1,516	1,546
Video Communications Sr. HS	1,439	1,457	1,486	1,516	1,546
Secretarial Club Sr. HS	1,439	1,457	1,486	1,516	1,546
Business Student of Month Sr. HS	1,439	1,457	1,486	1,516	1,546
Gay-Straight Alliance Club / LGBTQ Club	1,439	1,457	1,486	1,516	1,546
Environment Sr. HS	1,439	1,457	1,486	1,516	1,546
Thespian Society Sr. HS	1,439	1,457	1,486	1,516	1,546
Stamps & Coins Sr. HS	1,439	1,457	1,486	1,516	1,546
Twirlers Sr. HS	1,439	1,457	1,486	1,516	1,546
Interact Club Sr. HS	1,439	1,457	1,486	1,516	1,546
Data Processing Club Sr. HS	1,439	1,457	1,486	1,516	1,546
Amnesty International Sr. HS	1,439	1,457	1,486	1,516	1,546
Step Team	1,439	1,457	1,486	1,516	1,546

A daily rate of \$145 shall be paid for competitive clubs that participate in sanctioned competitions outside of normal club activities upon prior approval of the Superintendent or designee (e.g., Robotics Regional, State and National competitions, DECA Regional and National competition, National History Day Club Regional, State and National competitions).

APPENDIX D-2

MIDDLE COUNTRY CENTRAL SCHOOL DISTRICT-EXTRA CO-CURRICULAR SCHEDULE

<u>Middle School</u>	<u>20-21 YR</u>	<u>21-22 YR</u>	<u>22-23 YR</u>	<u>23-24 YR</u>	<u>24-25 YR</u>
Renaissance MS	3,840	3,887	3,965	4,044	4,125

A daily rate of \$145 shall be paid for competitive

LEGO Club MS	3,840	3,887	3,965	4,044	4,125	clubs that participate in sanctioned competitions outside of normal club activities upon prior approval of the Superintendent or designee (e.g., Robotics Regional, State and National competitions, DECA Regional and National competition, National History Day Club Regional, State and National competitions).
National History Day Club (NHD)	3,840	3,887	3,965	4,044	4,125	
GO Student Activities MS	3,558	3,602	3,674	3,747	3,822	
GO Store MS	2,846	2,881	2,939	2,997	3,057	
Year Book MS	2,846	2,881	2,939	2,997	3,057	
Peer Leadership MS	2,846	2,881	2,939	2,997	3,057	
Yorker Club MS	2,846	2,881	2,939	2,997	3,057	
Newspaper MS	2,846	2,881	2,939	2,997	3,057	
Drama Club MS (with production)	2,846	2,881	2,939	2,997	3,057	
Service Club MS	2,846	2,881	2,939	2,997	3,057	
Best Buddies Advisor MS	1,924	1,948	1,987	2,026	2,067	
Photography MS	1,779	1,801	1,837	1,874	1,911	
Literary Magazine MS	1,779	1,801	1,837	1,874	1,911	
Speech & Debate Club MS	1,779	1,801	1,837	1,874	1,911	
Stage Band MS	1,779	1,801	1,837	1,874	1,911	
Vocal Ensemble MS	1,779	1,801	1,837	1,874	1,911	
Chamber Orchestra MS	1,779	1,801	1,837	1,874	1,911	
Class Advisor - Gr. 06	1,779	1,801	1,837	1,874	1,911	
Class Advisor - Gr. 07	1,779	1,801	1,837	1,874	1,911	
Class Advisor - Gr. 08	1,779	1,801	1,837	1,874	1,911	
Youth for Humanity Club MS	1,779	1,801	1,837	1,874	1,911	
Future Careers Club MS	1,068	1,081	1,103	1,125	1,147	
Math Team MS	1,068	1,081	1,103	1,125	1,147	
Jr. Honor Society MS	1,068	1,081	1,103	1,125	1,147	
Drama Club Asst. Director MS	1,068	1,081	1,103	1,125	1,147	
Science Club MS	1,068	1,081	1,103	1,125	1,147	
Language Club MS	1,068	1,081	1,103	1,125	1,147	
French Club MS	1,068	1,081	1,103	1,125	1,147	
German Club MS	1,068	1,081	1,103	1,125	1,147	
Gay-Straight Alliance Club / LGBTQ Club	1,068	1,081	1,103	1,125	1,147	
Future Homemakers MS	1,068	1,081	1,103	1,125	1,147	
Social Science Club MS	1,068	1,081	1,103	1,125	1,147	
Modern Dance MS	1,068	1,081	1,103	1,125	1,147	
Spanish Club MS	1,068	1,081	1,103	1,125	1,147	
Computer Club MS	1,068	1,081	1,103	1,125	1,147	
Great Books MS	1,068	1,081	1,103	1,125	1,147	
Technology Club MS	1,068	1,081	1,103	1,125	1,147	
Art Club MS	1,068	1,081	1,103	1,125	1,147	
Sign Language MS	1,068	1,081	1,103	1,125	1,147	
Plant Club MS	1,068	1,081	1,103	1,125	1,147	
Drama Club MS (no production)	968	980	1,000	1,020	1,040	
Chess and Checkers MS	716	724	738	753	768	
Library Club MS	716	724	738	753	768	
Spelling Bee MS	716	724	738	753	768	
Coin Club MS	716	724	738	753	768	
Tennis Club MS	716	724	738	753	768	

**APPENDIX D-3
MIDDLE COUNTRY CENTRAL SCHOOL DISTRICT-EXTRA CO-CURRICULAR SCHEDULE**

	<u>20-21 YR</u>	<u>21-22 YR</u>	<u>22-23 YR</u>	<u>23-24 YR</u>	<u>24-25 YR</u>
<u>Elementary</u>					
Computer Club	1,207	1,222	1,246	1,271	1,297
Intramurals	1,207	1,222	1,246	1,271	1,297
Math/Science Club	1,207	1,222	1,246	1,271	1,297
Art Club	1,207	1,222	1,246	1,271	1,297
Drama Club	1,207	1,222	1,246	1,271	1,297

APPENDIX F

HEALTH INSURANCE 2020

Base Rates Effective: 1/1/2020-12/31/2020

Monthly Rates:

1. Empire United Healthcare

Individual	\$	1,031.82
Family	\$	2,387.58

2. Health Insurance of Greater NY (HIP) Access 1

Individual	\$	1,322.81
Family	\$	3,240.87

Voluntary Plan Rates:

1. MetLife PDP Plus –Dental Plan Group #5928985

Individual	\$	70.25
Family	\$	177.35

2. General Vision Services Plan #7633 (Includes Cohen, Sterling and Vision World) and Vision Screening Plan #1919

Individual	\$	5.50
Family	\$	11.00

APPENDIX F

HEALTH INSURANCE 2021

Base Rates Effective: 1/1/2021-12/31/2021

Monthly Rates:

1. Empire United Healthcare

Individual	\$	1,074.87
Family	\$	2,452.24

2. Health Insurance of Greater NY (HIP) Access 1

Individual	\$	1,393.81
Family	\$	3,414.81

Voluntary Plan Rates:

1. MetLife PDP Plus –Dental Plan Group #5928985

Individual	\$	70.25
Family	\$	177.35

2. General Vision Services Plan #7633 (Includes Cohen, Sterling and Vision World) and Vision Screening Plan #1919

Individual	\$	5.50
Family	\$	11.00

APPENDIX F

HEALTH INSURANCE 2022

Monthly Base rates effective 1/1/2022-12/31/2022

Empire United Healthcare

Individual \$1,196.12

Family \$2,763.74

Health Insurance of Greater NY (HIP) Access 1- Prime

Individual \$1,486.83

Family \$3,642.72

MetLife PDP Plus- Dental Plan Group # 5928985
(rates will change 7/1/22)

Individual \$ 70.25

Family \$ 177.35

General Vision Services Plan # 7633 (Includes Cohen, Sterling and Vision world) and Vision Screening Plan # 1919

Individual \$ 5.50

Family \$ 11.00

APPENDIX F

HEALTH INSURANCE 2023

Monthly Base rates effective 1/1/2023-12/31/2023

Empire United Healthcare

Individual \$ 1345.06

Family \$ 3175.87

Health Insurance of Greater NY (HIP) Access 1- Prime

Individual \$ 1601.63

Family \$ 3923.98

MetLife PDP Plus- Dental Plan Group # 5928985
(rates will change 7/1/23)

Individual \$ 70.25

Family \$ 177.35

General Vision Services Plan # 7633 (Includes Cohen, Sterling and Vision world) and Vision Screening Plan # 1919

Individual \$ 5.50

Family \$ 11.00

APPENDIX F

HEALTH INSURANCE 2024

Monthly Base rates effective 7/1/2024

Empire United Healthcare

Individual \$ 1445.66

Family \$ 3367.09

Health Insurance of Greater NY (HIP) Access 1- Prime

Individual \$ 1816.74

Family \$ 4450.97

MetLife PDP Plus- Dental Plan Group # 5928985

Individual \$ 78.92

Family \$ 199.26

General Vision Services Plan # 7633 (Includes Cohen, Sterling and Vision world) and Vision Screening Plan # 1919

Individual \$ 5.50

Family \$ 11.00

APPENDIX F

HEALTH INSURANCE 2025

Monthly Base rates effective 1/1/2025

Empire United Healthcare

Individual \$ 1479.53

Family \$ 3367.80

Health Insurance of Greater NY (HIP) Access 1- Prime

Individual \$ 1979.63

Family \$ 4850.07

MetLife PDP Plus- Dental Plan Group # 5928985

Individual \$ 75.97

Family \$ 191.81

General Vision Services Plan # 7633 (Includes Cohen, Sterling and Vision world) and Vision Screening Plan # 1919

Individual \$ 5.50

Family \$ 11.00

200.6 Continuum of services.

- (a) A student with a disability shall be provided with appropriate special education.
 - (1) Students with disabilities shall be provided special education in the least restrictive environment, as defined in section 200.1(cc) of this Part. To enable students with disabilities to be educated with nondisabled students to the maximum extent appropriate, specially designed instruction and supplementary services may be provided in the regular class, including, as appropriate, providing related services, resource room programs and special class programs within the general education classroom.
 - (2) A student with a disability shall be provided the special education specified on the student's IEP to be necessary to meet the student's unique needs.
 - (3) Students with disabilities placed together for purposes of special education shall be grouped by similarity of individual needs as defined in section 200.1(ww) of this Part, in accordance with the following:
 - (i) The range of academic or educational achievement of such students shall be limited to assure that instruction provides each student appropriate opportunities to achieve his or her annual goals. The learning characteristics of students in the group shall be sufficiently similar to assure that this range of academic or educational achievement is at least maintained.
 - (ii) The social development of each student shall be considered prior to placement in any instructional group to assure that the social interaction within the group is beneficial to each student, contributes to each student's social growth and maturity, and does not consistently interfere with the instruction being provided. The social needs of a student shall not be the sole determinant of such placement.
 - (iii) The levels of physical development of such students may vary, provided that each student is provided appropriate opportunities to benefit from such instruction. Physical needs shall be considered prior to determining placement to assure access to appropriate programs. The physical needs of the student shall not be the sole basis for determining placement.
 - (iv) The management needs of such students may vary, provided that environmental modifications, adaptations, or, human or material resources required to meet the needs of any one student in the group are provided and do not consistently detract from the opportunities of other students in the group to benefit from instruction.
- (b) *Staffing requirements pursuant to Part 80 of this Title.* (1) When a remedial service is included in the individualized education program, such service shall be provided by appropriately certified or licensed individuals.
 - (2) When a transitional support service is included in the individualized education program to be provided to teachers of a student with a disability, such service shall be provided by personnel appropriately certified or otherwise qualified in each area of service.

- (3) Related services shall be provided by individuals with appropriate certification or license in each area of related service.
 - (4) Special education instruction shall be provided by individuals appropriately certified or licensed pursuant to Part 80 of this Title.
 - (5) An administrator or supervisor of special education programs serving more than 25 percent of his or her assignment in such capacity shall hold a certificate valid for administrative and supervisory service pursuant to Part 80 of this Title.
 - (6) When specially designed reading instruction is included in the individualized education program, such instruction may be provided by individuals qualified under section 80-2.7 or sections 80-3.3, 80-3.7(a)(3)(iv) and 52.21(b)(3)(xi) of this Title as applicable. For purposes of this paragraph, *specially designed reading instruction* shall mean specially designed individualized or group instruction or special services or programs, as defined in subdivision 2 of section 4401 of the Education Law, in the area of reading and which is provided to a student with a disability who has significant reading difficulties that cannot be met through general reading programs.
- (c) Transitional support services prescribed in the individualized education program (IEP) shall be provided for a teacher upon the recommendation of the committee on special education, and shall be specified in the student's IEP. When the provision of a transitional support service is under consideration by a committee on special education, the teachers of the student for whom the service is being considered shall be given the opportunity to participate in the meeting of the committee for the purpose of advising the committee of the extent to which such services are needed.
- (d) *Consultant teacher services.* Consultant teacher services, as defined in section 200.1(m) of this Part, shall be for the purpose of providing direct and/or indirect services to students with disabilities who attend regular education classes, including career and technical education classes, and/or to such students' regular education teachers. Such services shall be recommended by the committee on special education to meet specific needs of such students and the student's individualized education program (IEP) shall indicate the regular education classes in which the student will receive consultant teacher services. Consultant teacher services shall be provided in accordance with the following provisions:
- (1) The total number of students with disabilities assigned to a consultant teacher shall not exceed 20.

- (2) Each student with a disability requiring consultant teacher services shall receive direct and/or indirect services consistent with the student's IEP for a minimum of two hours each week, except that the committee on special education may recommend that a student with a disability who also needs resource room services in addition to consultant teacher services, may receive a combination of such services consistent with the student's IEP for not less than three hours each week.
 - (3) Upon application and documented educational justification to the commissioner, approval may be granted for a variance for the number of students with disabilities assigned to a consultant teacher as specified in paragraph (1) of this subdivision.
- (e) Related services shall be recommended by the committee on special education to meet specific needs of a student with a disability as set forth in the individualized education program (IEP).
- (1) The frequency, duration and location of each such service shall be in the IEP, based on the individual student's need for the service.
 - (2) For students with disabilities determined to need speech and language services, the total caseload of such students for teachers providing such services shall not exceed 65.
 - (3) When a related service is provided to a number of students at the same time, the number of students in the group shall not exceed five students per teacher or specialist except that, in the city school district of the city of New York, the commissioner shall allow a variance of up to 50 percent rounded up to the nearest whole number from the maximum of five students per teacher or specialist.
 - (4) A student with a disability may be provided with more than one such service in accordance with the need of the student.
 - (5) Related services may be provided in conjunction with a regular education program or with other special education programs and services.
- (f) *Resource room programs.* Resource room programs shall be for the purpose of supplementing the regular or special classroom instruction of students with disabilities who are in need of such supplemental programs.
- (1) Each student with a disability requiring a resource room program shall receive not less than three hours of instruction per week in such program except that the committee on special education may recommend that for a student with a disability who also needs consultant teacher services in addition to resource room services may receive a combination of such

services consistent with the student's IEP for not less than three hours per week.

- (2) Students shall not spend more than 50 percent of their time during the day in the resource room program.
- (3) An instructional group which includes students with disabilities in a resource room program shall not exceed five students per teacher except that, in the city school district of the city of New York, the commissioner shall allow a variance of up to 50 percent rounded up to the nearest whole number from the maximum of five students per teacher.
- (4) The composition of instructional groups in a resource room program shall be based on the similarity of the individual needs of the students according to:
 - (i) levels of academic or educational achievement and learning characteristics;
 - (ii) levels of social development;
 - (iii) levels of physical development; and
 - (iv) the management needs of the students in the classroom.
- (5) The total number of students with a disability assigned to a resource room teacher shall not exceed 20 students or, for the city school district of the city of New York, the commissioner shall allow a variance of up to 50 percent rounded up to the nearest whole number from the maximum of 20 students per teacher; except that the total number of students with a disability assigned to a resource room teacher who serves students enrolled in grades seven through twelve or a multi-level middle school program operating on a period basis shall not exceed 25 students or, for the city school district of the city of New York, the commissioner shall allow a variance of up to 50 percent rounded up to the nearest whole number from the maximum of 25 students per teacher.
- (6) Upon application and documented educational justification to the commissioner, approval may be granted for a variance from the size of an instructional group and the total number of students assigned to a resource room teacher as specified in paragraphs (3) and (5) of this subdivision.
- (g) A school district may include integrated co-teaching services in its continuum of services. Integrated co-teaching services means the provision of specially designed instruction and academic instruction provided to a group of students with disabilities and nondisabled students.

- (1) The maximum number of students with disabilities receiving integrated co-teaching services in a class shall be determined in accordance with the students' individual needs as recommended on their IEPs, provided that the number of students with disabilities in such classes shall not exceed 12 students, unless a variance is provided pursuant to subparagraph (i) or (ii) of this paragraph.
 - (i) Variance by notification. A board of education or trustees of a school district may submit written notice to the commissioner to temporarily add one additional student with a disability to an integrated co-teaching class for the remainder of the school year, provided that at the start of classes in September of the current school year it is in compliance with the standards specified in this paragraph. Written notice to the commissioner shall be submitted on a form prescribed by the commissioner and shall sufficiently demonstrate educational justification and consistency with providing an appropriate education for all children affected.
 - (ii) Variance with Commissioner approval. If the school district has enrolled one student with a disability beyond the maximum 12 students with disabilities in an integrated co-teaching services class pursuant to the procedures established in subparagraph (i) of this paragraph, and it determines there is a need to temporarily add one additional student to such class, the school district may submit to the commissioner for approval an application for a variance to enroll the one additional student in the same class for the remainder of the school year. The application to the commissioner shall be on a form prescribed by the commissioner and shall sufficiently demonstrate educational justification and consistency with providing an appropriate education for all children affected.
- (2) School personnel assigned to each class shall minimally include a special education teacher and a general education teacher.
- (3) Additional personnel, including supplementary school personnel, assigned to such classes by the district, may not serve as the special education teacher pursuant to paragraph (2) of this subdivision.
- (h) *Special classes.* The following standards shall be used in the provision of special classes for students with disabilities:
 - (1) A student with a disability shall be placed in a special class for instruction on a daily basis to the extent indicated in the student's individualized education program.

- (2) In all cases the size and composition of a class shall be based on the similarity of the individual needs of the students according to:
 - (i) levels of academic or educational achievement and learning characteristics;
 - (ii) levels of social development;
 - (iii) levels of physical development; and
 - (iv) the management needs of the students in the classroom.
- (3) A special class shall be composed of students with disabilities with similar individual needs.
- (4) Special class size for students with disabilities. The maximum class size for those students whose special education needs consist primarily of the need for specialized instruction which can best be accomplished in a self-contained setting shall not exceed 15 students, or 12 students in a State-operated or State-supported school, except that:
 - (i) The maximum class size for special classes containing students whose management needs interfere with the instructional process, to the extent that an additional adult is needed within the classroom to assist in the instruction of such students, shall not exceed 12 students, with one or more supplementary school personnel assigned to each class during periods of instruction.
 - (ii)
 - (a) The maximum class size for special classes containing students whose management needs are determined to be highly intensive, and requiring a high degree of individualized attention and intervention, shall not exceed six students, with one or more supplementary school personnel assigned to each class during periods of instruction.
 - (b) The maximum class size for special classes containing students whose management needs are determined to be intensive, and requiring a significant degree of individualized attention and intervention, shall not exceed eight students, with one or more supplementary school personnel assigned to each class during periods of instruction.
 - (iii) The maximum class size for those students with severe multiple disabilities, whose programs consist primarily of habilitation and treatment, shall not exceed 12 students. In addition to the teacher, the staff/student ratio shall be one staff person to three students. The

additional staff may be teachers, supplementary school personnel and/or related service providers.

- (5) The chronological age range within special classes of students with disabilities who are less than 16 years of age shall not exceed 36 months. The chronological age range within special classes of students with disabilities who are 16 years of age and older is not limited. However, there shall be no chronological age-range limitations for groups of students placed in special classes as described in subparagraph (4)(iii) of this subdivision.
- (6) Upon application and documented educational justification to the commissioner, approval may be granted for variance from the special class sizes and chronological age ranges specified in paragraphs (4) and (5) of this subdivision, respectively, except that, to the extent authorized by the provisions of Education Law, section 4402(2)(d) and (6):
 - (i) Provided that the district is in compliance with the standards specified in paragraph (4) of this subdivision at the start of classes in September of the current school year, a board of education or trustees of a school district, except a city school district in a city with a population of one million or more inhabitants, may for the remainder of the school year exceed the class size standards specified in paragraph (4) of this subdivision by no more than 20 percent for middle/secondary students upon parental notification and written notice to the commissioner on a form prescribed by the commissioner which sufficiently demonstrates educational justification and consistency with continuing an appropriate education for all children affected.
 - (ii) The board of education of a city school district in a city with a population of 125,000 or more and less than one million inhabitants may establish maximum class sizes in accordance with the provisions of either subparagraph (i) or subparagraph (iii) of this paragraph.
 - (iii) The board of education of a city school district with a population of 125,000 or more inhabitants may, except as otherwise provided in clause (a) of this subparagraph, establish maximum class sizes not to exceed one and two tenths times the applicable maximum class size as specified in paragraph (4) of this subdivision rounded up to the nearest whole number for students with disabilities whose chronological age ranges are equivalent to those students in middle and secondary schools, provided that the board of education shall notify parents and shall file with the commissioner a notice stating the board's intention to increase such class sizes and a certification that the board will conduct a study of attendance problems at the

secondary level and will implement a corrective action plan to increase the rate of attendance of students in such classes to at least the rate for students attending regular education classes in secondary schools of the district in accordance with Education Law section 4402(6).

- (a) In a city school district having a population of one million or more, special classes that have a maximum class size of fifteen students may be increased by no more than one student.
 - (iv) For the purpose of subparagraphs (i)-(iii) of this paragraph, students in middle school shall be defined as students in grades 7 and 8 and students in secondary schools shall be defined as students in grades 9 through 12.
- (7) Each district operating a special class wherein the range of achievement levels in reading and mathematics exceeds three years shall, except for special classes described in subparagraphs (4)(ii) and (iii) of this subdivision, provide the committee on special education and the parents and teacher of students in such class a description of the range of achievement in reading and mathematics, and the general levels of social development, physical development and management needs in the class, by November 1st of each year. The parent of each student entering such a class after November 1st shall also be provided a description of the class. A district providing such a description shall also inform the parent of each student in such class that, upon request, the parent shall be afforded the opportunity to discuss the description with an appropriate representative of the district. A copy of such description shall also be included in the district plan required by section 200.2(c) of this Part.
- (8) For parents of students placed in special classes described in subparagraphs (4)(ii) and (iii) of this subdivision, provision shall be made for parent counseling and training as defined in section 200.1 (kk) of this Part for the purpose of enabling parents to perform appropriate follow-up intervention activities at home.
- (i) *Home and hospital instruction.* Students with disabilities who are recommended for home and/or hospital instruction by the committee on special education shall be provided instruction and appropriate related services as determined by the committee on special education in consideration of the student's unique needs. Home and hospital instruction shall only be recommended if such placement is in the least restrictive environment and must be provided:
- (1) a minimum of five hours per week at the elementary level, preferably one hour daily; or

- (2) a minimum of 10 hours per week at the secondary level, preferably two hours daily.
- (j) *In-state or out-of-state private schools.* (1) State assistance for instruction of public school students placed in approved private schools. An application by a board of education for State reimbursement pursuant to section 4405 of the Education Law for a student in an in-state or out-of-state private school shall be approved by the commissioner provided that:
- (i) The committee on special education of the school district in which the student resides has provided a current individual evaluation or reevaluation of the student, as prescribed by section 200.4(b) of this Part. For purposes of this subparagraph, the individual evaluation and the classroom observation where applicable, and any other evaluations necessary to describe the relevant circumstances leading up to the recommendation and the basis for the recommendation for change of placement shall have been completed within six months prior to the committee on special education's initial recommendation for private school placement.
 - (ii) The committee on special education has provided a current individualized education program (IEP) for the student as required by section 200.4(d)(2) of this Part.
 - (iii) The committee on special education has certified that the student is of school-age and has a disability or combination of disabilities, and has further documented that the nature or severity of the student's disability is such that appropriate public facilities for instruction are not available. This documentation shall include, but need not be limited to:
 - (a) documentation of efforts to place the student in a public facility and the outcomes of those efforts, and/or of committee on special education findings regarding the lack of suitability of each currently available and geographically accessible public placement;
 - (b) documentation of all efforts to enable the student to benefit from instruction in less restrictive settings using support services and supplementary aids and special education services as set forth in subdivisions (d), (e), (f), (g) and (h) of this section, and/or for those services not used, a statement of reasons why such services were not recommended;

- (c) detailed evidence of the student's lack of progress in previous less restrictive programs and placements or a statement of reasons that such evidence is not available;
 - (d) in the case of a recommendation by the committee on special education for placement of a student in a residential program, documentation that residential services are necessary to meet the student's educational needs as identified in the student's IEP, including a proposed plan and timetable for enabling the student to return to a less restrictive environment or a statement of reasons why such a plan is not currently appropriate;
 - (e) in the case of a recommendation by the committee on special education for placement of a student in an educational facility outside of the State, documentation that there are no appropriate public or private facilities for instruction available within this State; and
 - (f) in the case of a reapplication for reimbursement, documentation of the continuing need for placement of the student in a private school.
- (iv) The application includes a statement that the placement is for the entire school year or the balance thereof.
- (2) Criteria for approval. No contract for the placement of a student with a disability shall be approved for purposes of State reimbursement unless:
- (i) the application for reimbursement contains the documentation required in paragraph (1) of this subdivision; and
 - (ii) such placement will be in a private school approved by the commissioner for the education of students with disabilities; and
 - (iii) the proposed placement offers the instruction and services recommended in the student's IEP.
- (3) Procedure for approval for reimbursement. (i) In order to obtain a timely determination, an application for State reimbursement shall be received by the department within six business days of the recommendation by the committee on special education that the student be placed in a private school. An annual re-application for reimbursement in a subsequent year shall be submitted prior to June 1st preceding the school year for which funding is sought.

- (ii) Initial agency determination. Within 15 business days of receipt of an application for State reimbursement, the commissioner's designee shall give notice to the board of education orally or by facsimile machine, and in writing by mail of the approval or initial denial of the application. Written notice of the denial of an application shall be accompanied by a statement of reasons for denial, including specific findings of deficiencies in the application, a statement of additional documentation or information requested and notice to the board of education of the opportunity to cure deficiencies in its application and of the availability of administrative review of the denial.
- (iii) Opportunity to cure deficiencies. Within 20 business days after written notice of the denial of an application is sent pursuant to subparagraph (ii) of this paragraph, the board of education may submit a revised application which addresses any deficiencies in its initial application identified in the statement of reasons for the denial. Within 10 business days of receipt of a revised application, the commissioner's designee shall send notice to the board of education orally or by facsimile machine, and in writing by mail, of the action taken on the revised application. Written notice of a denial of a revised application shall be accompanied by a statement of reasons for denial including findings of deficiencies in the revised application and shall inform the board of education of the availability of administrative review of the denial.
- (iv) Administrative review.
 - (a) No later than 40 days after written notice of the initial denial of an application for reimbursement is sent pursuant to subparagraph (ii) of this paragraph, the board of education may request administrative review of such initial denial, or the denial of a revised application, by the commissioner, or his or her designee. The board of education shall submit with such request a response to the statement of reasons for the denial and findings of deficiencies, and may submit with the request additional evidence in support of its application.
 - (b) Within 10 business days of receipt of a request for administrative review, the assistant commissioner or his or her designee shall render a final agency determination on the application for State reimbursement and shall notify the board of education in writing of such determination. The decision shall include a statement of relevant findings and deficiencies, and a concise statement of conclusions, including the legal basis for such conclusions.

- (v) Where an application for reimbursement is approved by the commissioner's designee, or upon review, the board of education shall be entitled to receive reimbursement as of the date the student commenced actual attendance in the recommended private school placement, except that where the board of education fails to submit a timely application, as prescribed by subparagraph (3)(i) of this subdivision, State reimbursement shall commence on the date the application for reimbursement is received by the department.
- (4) Implementation of placement. (i) It shall be the duty of the local board of education to implement a board-approved committee on special education recommendation for placement in an approved private school within the time prescribed by section 200.4(e)(1) of this Part.
 - (ii) Neither the filing of an application or revised application for reimbursement, nor the filing of a request for review, shall be deemed to relieve the board of education of its responsibility to provide appropriate special programs and services within 30 school days of receipt of the recommendation of its committee on special education.
- (5) Additional procedures for private school placements. (i) In the event that the department, in reviewing private school placements made by school districts, determines that a board of education has engaged in a pattern or practice of placing students with disabilities in private day or residential schools when appropriate placements were available in public facilities, or of failing to make residential and/or nonresidential private school placements in a timely manner, or of failing to submit timely applications pursuant to subparagraph (3)(i) of this subdivision, the department shall advise the board and direct the board to take corrective action, including but not limited to:
 - (a) review by the district's committee on special education of all private placements deemed by the department to be inconsistent with the right to placement in the least restrictive environment; and
 - (b) compliance with recommendations by the department to develop programs in the public school setting to enable students to remain in public facilities; and
 - (c) establishment of an agreed upon deadline for filing applications as a precondition for obtaining reimbursement.
- (ii) Upon a finding of noncompliance with a prior directive of the department for corrective action pursuant to subparagraph (i) of this paragraph, the department may require prior approval by the

department of individual placements in private and residential school programs for a period prescribed by the department.

- (iii) Where the department requires, as corrective action, that a board of education obtain prior approval for private day and residential school placements, the department's determination to approve or deny any such application shall be made within 10 business days of a request by the board of education for such approval. Where the department disapproves such a placement recommendation for an individual student, the parent may file with the department a written request for a hearing before an impartial hearing officer who will be designated by the department. The procedures relating to notice and review of the disapproval of the recommended private or residential school placement shall be comparable to those set forth in section 200.5 of this Part, and shall be provided by the department. Review of the determination of the hearing officer shall be available by means of a proceeding pursuant to article 4 of the Civil Practice Law and Rules or 20 U.S.C. 1415, and may be instituted by any party to the hearing.
- (k) *Twelve-month special service and/or program.* (1) Eligibility of students for 12-month special services and/or programs. Students shall be considered for 12-month special services and/or programs in accordance with their need to prevent substantial regression, if they are:
- (i) students whose management needs are determined to be highly intensive and require a high degree of individualized attention and intervention who are placed in classes in accordance with subparagraph (h)(4)(ii) of this section;
 - (ii) students with severe multiple disabilities, whose programs consist primarily of habilitation and treatment and are placed in special classes in accordance with subparagraph (h)(4)(iii) of this section;
 - (iii) students who are recommended for home and hospital instruction whose special education needs are determined to be highly intensive and require a high degree of individualized attention and intervention or who have severe multiple disabilities and require primarily habilitation and treatment;
 - (iv) students whose needs are so severe that they can be met only in a seven-day residential program; or
 - (v) students who are not in programs as described in subparagraphs (i) through (iv) of this paragraph during the period from September through June and who, because of their disabilities, exhibit the need for a 12-month special service and/or program provided in a structured

learning environment of up to 12 months duration in order to prevent substantial regression as determined by the committee on special education.

- (2) All programs as described in paragraph (1) of this subdivision and offered during July and August shall have been approved by the commissioner in the first year in which the program is offered and periodically thereafter.
 - (3) The commissioner shall establish tuition reimbursement rates for the special education and related service programs approved for July and August.
- (l) The commissioner may grant a waiver from any requirement in this section and section 200.1 of this Part, upon a finding that such waiver will enable a local school district, board of cooperative educational services, approved private school, State-operated school, State-supported school or State department or agency to implement an innovative special education program that is consistent with State law, applicable Federal requirements and all other sections of this Part, and will enhance student achievement and/or opportunities for placement in regular classes and programs.
- (1) Except as otherwise provided in paragraph (3) of this subdivision, a local school district, board of cooperative educational services, approved private school, State-operated school, State-supported school or State department or agency shall submit an application for a waiver at least 60 days in advance of the proposed starting date of the program. Such application shall be in a form prescribed by the commissioner.
 - (2) Except as otherwise provided in paragraph (3) of this subdivision, any district, school, or agency granted a waiver shall submit an annual report to the commissioner regarding the operation and evaluation of the program no later than 30 days after the end of each school year for which a waiver is granted.
 - (3) Any district, school or other agency granted a waiver for three consecutive school years may be granted a permanent waiver, upon a finding by the commissioner that the program has resulted in improved student achievement or enhanced opportunities for placement in regular classes and is consistent with State law and Federal requirements and all other sections of this Part. A district, school or other agency granted a permanent waiver shall not be required to submit an annual application or an annual report. A permanent waiver shall continue until terminated in accordance with paragraph (4) of this subdivision.
 - (4) The commissioner may terminate a waiver granted pursuant to this subdivision upon a finding that the program has not met its stated

objectives or upon a finding that the program is no longer consistent with any requirement of State or Federal law or provision of this Part not specifically waived in the approval granted pursuant to this subdivision. The commissioner shall provide at least 30 days notice of a proposed termination. The district, school or agency shall be afforded the opportunity to submit a written response to the proposed termination which addresses any deficiencies, provided that such response shall be submitted no later than five business days prior to the date of the proposed termination.

- (m) *Levels of service.* (1) The percent of each instructional school day during which a student is provided any one or combination of the special education programs and services shall be in keeping with the unique needs of the student and the standards established in subdivisions (a), (b), (c), (d), (e), (f), (g), (h), (i) and (j) of this section.
- (2) Claims for State excess cost aid shall be based upon the minimum levels of service established in section 3602 of the Education Law.
- (3) A child with a disability under the age of seven who is eligible for school-age services, not subject to compulsory attendance requirements and not on a regular school attendance register for school-age children shall be deemed enrolled for the purpose of claiming State aid pursuant to section 3602 of the Education Law for the provision of special education and related services in accordance with subdivision 2 of section 4401 of the Education Law as recommended by the committee on special education at a site to be arranged by the board of education.
- (n) *Interim alternative education setting (IAES).* Students with disabilities who have been suspended or removed from their current placement for more than 10 school days pursuant to Part 201 may be placed in an IAES. The IAES, to the extent provided in Part 201 of this Title, shall be an educational setting, other than the student's current placement at the time the behavior precipitating the IAES placement occurred. A student placed in an IAES shall:
- (1) continue to receive educational services so as to enable the student to continue to participate in the general education curriculum, although in another setting and to progress toward the goals set out in the student's IEP; and
- (2) receive, as appropriate, a functional behavioral assessment and behavioral intervention services and modifications that are designed to address the behavior violation so that it does not recur.

APPENDIX I

Middle Country Central School District
2020/21 School Calendar

Jul-20				
Mon	Tues	Wed	Thurs	Fri
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

July 3: Independence Day Observed

Aug-20				
Mon	Tues	Wed	Thurs	Fri
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

Sep-20				
Mon	Tues	Wed	Thurs	Fri
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

2 Conference; 14 Instructional

7: Labor Day

8-9: Superintendent Conference Days

10: First day for students

28: Yom Kippur

Oct-20				
Mon	Tues	Wed	Thurs	Fri
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

21 Instructional

12: Columbus Day

Nov-20				
Mon	Tues	Wed	Thurs	Fri
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30				

1 Conference; 17 Instructional

3: Conference Day

11: Veteran's Day Observed

26- 27: Thanksgiving Recess

Dec-20				
Mon	Tues	Wed	Thurs	Fri
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

17 Instructional

24 - 31: Winter Recess

Jan-21				
Mon	Tues	Wed	Thurs	Fri
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

19 Instructional

1: Winter Recess

18: Martin Luther King Jr. Day

Feb-21				
Mon	Tues	Wed	Thurs	Fri
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26

15 Instructional

15-19: Mid-Winter Recess

Mar-21				
Mon	Tues	Wed	Thurs	Fri
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

20 Instructional Days

29 - 31: Spring Recess

Apr-21				
Mon	Tues	Wed	Thurs	Fri
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

20 Instructional Days

1 - 2: Spring Recess

May-21				
Mon	Tues	Wed	Thurs	Fri
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

18(20) Instructional Days

31: Memorial Day

26 - 28: Calendar Adjustment Days

Jun-21				
Mon	Tues	Wed	Thurs	Fri
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

18(1) Instructional

25: Last Day of School

* Possible Calendar Adjustment Days: If school is closed because of inclement weather, the calendar adjustment days will convert to attendance days as follows - closed one day school will be in session on May 26; closed two days - school will be in session on May 26 and May 27; closed three days, school will be in session May 26, May 27 and May 28. Additional inclement weather days will be made up during the spring (March/April) recess.

APPENDIX I

**Middle Country Central School District
2021/22 School Calendar**

Jul-21				
Mon	Tues	Wed	Thurs	Fri
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

July 5: Independence Day Observed

Aug-21				
Mon	Tues	Wed	Thurs	Fri
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

Sep-21				
Mon	Tues	Wed	Thurs	Fri
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

17 Instructional Days; 1 Conference Day

Sept. 1: Superintendent Conference Day

Sept. 2 First Day for Students

Sept. 6: Labor Day

Sept. 7 - 8: Rosh Hashanah

Sept. 16 Yom Kippur

Oct-21				
Mon	Tues	Wed	Thurs	Fri
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

20 Instructional Days

Oct. 11: Columbus Day

Nov-21				
Mon	Tues	Wed	Thurs	Fri
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

18 Instructional Days; 1 Conference Day

Nov. 2: Election Day/Conference Day

Nov. 11: Veterans Day

Nov. 25 - 26: Thanksgiving Recess

Dec-21				
Mon	Tues	Wed	Thurs	Fri
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

17 Instructional Days

Dec. 24 - 31: Winter Recess

Jan-22				
Mon	Tues	Wed	Thurs	Fri
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

20 Instructional Days

Jan. 17: Martin Luther King Day

Feb-22				
Mon	Tues	Wed	Thurs	Fri
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28				

15 Instructional Days

Feb. 21: Presidents Day

Feb. 21 - 25: Mid Winter Recess

Mar-22				
Mon	Tues	Wed	Thurs	Fri
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

23 Instructional Days

Apr-22				
Mon	Tues	Wed	Thurs	Fri
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

15 Instructional Days

April 15 - 22 Spring Recess

May-22				
Mon	Tues	Wed	Thurs	Fri
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

18 Instructional Days

May 30: Memorial Day Observed

May 26, 27 & 31 Calendar Adj Days

Jun-22				
Mon	Tues	Wed	Thurs	Fri
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

17 Instructional Days

TBD: Regents Tests

June 20: Juneteenth Observed

June 24: Last Day of School

180 Instructional Days; 2 Conference Days; Three Calendar Adjustment Days. * Possible Calendar Adjustment Days: If school is closed because of inclement weather, the calendar adjustment days will convert to attendance days as follows - closed one day school will be in session on May 26; closed two days - school will be in session on May 26 and May 27; closed three days, school will be in session May 26, May 27 and May 31. Additional inclement weather days will be made up during the spring (April) recess.

APPENDIX I

Middle Country Central School District 2022/23 School Calendar

Jul-22					Aug-22					Sep-22					Oct-22				
Mon	Tues	Wed	Thurs	Fri	Mon	Tues	Wed	Thurs	Fri	Mon	Tues	Wed	Thurs	Fri	Mon	Tues	Wed	Thurs	Fri
				1	1	2	3	4	5				1	2	3	4	5	6	7
4	5	6	7	8	8	9	10	11	12	5	6	7	8	9	10	11	12	13	14
11	12	13	14	15	15	16	17	18	19	12	13	14	15	16	17	18	19	20	21
18	19	20	21	22	22	23	24	25	26	19	20	21	22	23	24	25	26	27	28
25	26	27	28	29	29	30	31			26	27	28	29	30	31				
July 4: Independence Day					1 Conference 31: Superintendent's Conference Day					19 Instructional 1: First day for students 5: Labor Day 26 - 27: Rosh Hashanah					19 Instructional 5: Yom Kippur 10: Columbus Day				

Nov-22					Dec-22					Jan-23					Feb-23				
Mon	Tues	Wed	Thurs	Fri	Mon	Tues	Wed	Thurs	Fri	Mon	Tues	Wed	Thurs	Fri	Mon	Tues	Wed	Thurs	Fri
	1	2	3	4				1	2	2	3	4	5	6			1	2	3
7	8	9	10	11	5	6	7	8	9	9	10	11	12	13	6	7	8	9	10
14	15	16	17	18	12	13	14	15	16	16	17	18	19	20	13	14	15	16	17
21	22	23	24	25	19	20	21	22	23	23	24	25	26	27	20	21	22	23	24
28	29	30			26	27	28	29	30	30	31				27	28			
1 Conference; 18 Instructional 8: Election Day/Conference Day 11: Veteran's Day 24 - 25: Thanksgiving Recess					16 Instructional 23 - 30: Winter Recess					20 Instructional 2: Winter Recess 16: Martin Luther King Jr. Day					15 Instructional 20 - 24: Mid-Winter Recess				

Mar-23					Apr-23					May-23					Jun-23				
Mon	Tues	Wed	Thurs	Fri	Mon	Tues	Wed	Thurs	Fri	Mon	Tues	Wed	Thurs	Fri	Mon	Tues	Wed	Thurs	Fri
		1	2	3	3	4	5	6	7	1	2	3	4	5				1	2
6	7	8	9	10	10	11	12	13	14	8	9	10	11	12	5	6	7	8	9
13	14	15	16	17	17	18	19	20	21	15	16	17	18	19	12	13	14	15	16
20	21	22	23	24	24	25	26	27	28	22	23	24	25	26	19	20	21	22	23
27	28	29	30	31						29	30	31			26	27	28	29	30
23 Instructional					14 Instructional 3 - 10: Spring Recess					20 (22) Instructional 29: Memorial Day 26 & 30: Calendar Adjustment Days					16 Instructional 19: Juneteenth 23: Last Day of School				

* Possible Calendar Adjustment Days: If school is closed because of inclement weather, the calendar adjustment days will convert to attendance days as follows - closed one day school will be in session on May 30 ; closed two days - school will be in session on May 26 and May 30. Additional inclement weather days will be made up during the spring (April) recess.

Middle Country Central School District 2023/24 School Calendar

Jul-23				
Mon	Tues	Wed	Thurs	Fri
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

July 4: Independence Day

Aug-23				
Mon	Tues	Wed	Thurs	Fri
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

Sep-23				
Mon	Tues	Wed	Thurs	Fri
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

1 Conference; 17 Instructional

4: Labor Day
5: First day for teachers/Supt. Conf Day
6: First day for students
25: Yom Kippur

Oct-23				
Mon	Tues	Wed	Thurs	Fri
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

21 Instructional

9: Columbus Day

Nov-23				
Mon	Tues	Wed	Thurs	Fri
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

1 Conference; 18 Instructional

7: Election Day/Conference Day
10: Veteran's Day
23 - 24: Thanksgiving Recess

Dec-23				
Mon	Tues	Wed	Thurs	Fri
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

16 Instructional

25 - 29: Winter Recess

Jan-24				
Mon	Tues	Wed	Thurs	Fri
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

20 Instructional

1 - 2: Winter Recess
15: Martin Luther King Jr. Day

Feb-24				
Mon	Tues	Wed	Thurs	Fri
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	

16 Instructional

19 - 23: Mid-Winter Recess

Mar-24				
Mon	Tues	Wed	Thurs	Fri
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

19 Instructional

28 - 29: Spring Recess 1

Apr-24				
Mon	Tues	Wed	Thurs	Fri
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

15 Instructional

1: Spring Recess 1
10 - Eid al-Fitr
22 - 26: Spring Recess 2

May-24				
Mon	Tues	Wed	Thurs	Fri
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

20 (22) Instructional

27: Memorial Day
24, 28: Calendar Adjustment Days

Jun-24				
Mon	Tues	Wed	Thurs	Fri
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

18 Instructional

19: Juneteenth
27: Last Day of School

* Possible Calendar Adjustment Days: If school is closed because of inclement weather, the calendar adjustment days will convert to attendance days as follows - closed one day school will be in session on May 24; closed two days - school will be in session on May 24 and May 28. Additional inclement weather days will be made up on March 28, and then during Spring Recess 2, beginning with April 26 and working backwards to April 22.

Middle Country Central School District 2024/25 School Calendar

Jul-24				
Mon	Tues	Wed	Thurs	Fri
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

July 4: Independence Day

Aug-24				
Mon	Tues	Wed	Thurs	Fri
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

Sep-24				
Mon	Tues	Wed	Thurs	Fri
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30				

1 Conference; 19 Instructional

- 2: Labor Day
- 3: First day for teachers/Supt. Conf Day
- 4: First day for students

Oct-24				
Mon	Tues	Wed	Thurs	Fri
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

20 Instructional

- 3 - 4: Rosh Hashanah
- 14: Columbus Day

Nov-24				
Mon	Tues	Wed	Thurs	Fri
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

1 Conference; 17 Instructional

- 5: Election Day/Conference Day
- 11: Veteran's Day
- 28 - 29: Thanksgiving Recess

Dec-24				
Mon	Tues	Wed	Thurs	Fri
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

15 Instructional

- 23 - 31: Winter Recess

Jan-25				
Mon	Tues	Wed	Thurs	Fri
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

20 Instructional

- 1: Winter Recess
- 20: Martin Luther King Jr. Day
- 29: Lunar New Year

Feb-25				
Mon	Tues	Wed	Thurs	Fri
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

15 Instructional

- 17 - 21: Mid-Winter Recess

Mar-25				
Mon	Tues	Wed	Thurs	Fri
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

20 Instructional

- 31: Eid al Fitr

Apr-25				
Mon	Tues	Wed	Thurs	Fri
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

17 Instructional

- 14 - 18: Spring Recess

May-25				
Mon	Tues	Wed	Thurs	Fri
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

18 (21) Instructional

- 26: Memorial Day
- 22, 23, 27: Calendar Adjustment Days

Jun-25				
Mon	Tues	Wed	Thurs	Fri
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30				

19 Instructional

- 19: Juneteenth
- 27: Last Day of School

* Possible Calendar Adjustment Days: If school is closed because of inclement weather, the calendar adjustment days will convert to attendance days as follows - closed one day school will be in session on May 22; closed two days - school will be in session on May 22 and May 23; closed three days, school will be in session May 22, 23, 27. Additional inclement weather days will be made up during Spring Recess, beginning with April 18 and working backwards to April 14.

Middle Country Central School District 2025/26 School Calendar

Jul-25				
Mon	Tues	Wed	Thurs	Fri
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

July 4: Independence Day

Aug-25				
Mon	Tues	Wed	Thurs	Fri
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

Sep-25				
Mon	Tues	Wed	Thurs	Fri
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

18 Instructional; 1 Conference

- 1: Labor Day
- 2: Conference Day
- 3: First day for students
- 23, 24: Rosh Hashanah

Oct-25				
Mon	Tues	Wed	Thurs	Fri
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

21 Instructional

- 2: Yom Kippur
- 13: Columbus Day

Nov-25				
Mon	Tues	Wed	Thurs	Fri
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

1 Conference; 16 Instructional

- 4: Election Day/Conference Day
- 11: Veteran's Day
- 27, 28: Thanksgiving Recess

Dec-25				
Mon	Tues	Wed	Thurs	Fri
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

17 Instructional

24 - 31: Winter Recess

Jan-26				
Mon	Tues	Wed	Thurs	Fri
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

19 Instructional

- 1, 2: Winter Recess
- 19: Martin Luther King Jr. Day

Feb-26				
Mon	Tues	Wed	Thurs	Fri
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27

15 Instructional

16 - 20: Mid-Winter Recess

Mar-26				
Mon	Tues	Wed	Thurs	Fri
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

21 Instructional

20: Eid al Fitr

Apr-26				
Mon	Tues	Wed	Thurs	Fri
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

15 (17) Instructional

- 2 - 10: Spring Recess
- 9, 10: Calendar Adjustment Days

May-26				
Mon	Tues	Wed	Thurs	Fri
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

19 (20) Instructional

- 25: Memorial Day
- 26: Calendar Adjustment Day

Jun-26				
Mon	Tues	Wed	Thurs	Fri
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

19 Instructional

- 19: Juneteenth
- 26: Last Day of School

* Possible Calendar Adjustment Days: If school is closed because of inclement weather, the calendar adjustment days will convert to attendance days as follows - **closed one day school will be in session on May 26; closed two days - school will be in session on April 9 and April 10 and May 26 will revert to a calendar adjustment day; closed three days, schools will be in session April 9, 10 and May 26.** Additional inclement weather days will be made up during Spring Recess, beginning with April 8.

Appendix J

Middle Country Central School District The Annual Professional Performance Review Plan (APPR)

Table of Contents of the APPR

Subject

- I. Statement of Purpose
- II. Plan Requirements
- III. Collection and Reporting of Teacher and Student Data
- IV. Training for Evaluators and Staff
- V. Measures of Teacher Effectiveness Based on the NYS Teaching Standards
- VI. Uniform System of Teacher Evaluation
- VII. Composite Score
- VIII. Appeals Procedures
Forms

I. Statement of Purpose

The overarching goal of the teacher evaluation system is to promote student learning and improve teaching and professional practice. The APPR encourages professional growth and development through a process that is based on current research on best practices and aligned with New York State’s Teaching Standards. It assures a common language, and common expectations among all teachers and evaluators. It is intentionally linked with the district’s Professional Development Plan to ensure teacher-driven professional development and support.

The Middle Country Central School District (“District”) and the Middle Country Teachers Association (“Association”) agree that the following principles will govern the APPR process:

- It is every teacher’s responsibility to continue to grow professionally.
- It is the Middle Country Central School District’s responsibility to provide the resources and support for teachers to improve instruction and professional practice.
- The overarching goal of the evaluation process is that teachers and evaluators examine the evidence obtained by multiple measures of teaching practice and student achievement to plan for meaningful professional learning and improvement of instruction.
- Evaluations will be conducted openly and objectively with the full involvement of the teacher.

Nothing in the APPR will be construed to abrogate any provisions of the collective bargaining agreement between the Middle Country Central School District and the Middle Country Teachers Association.

II. Plan Requirements

Under Education Law §3012-c, each teacher must receive an APPR resulting in a single composite effectiveness score and a rating of “Highly Effective” (4), “Effective” (3), “Developing” (2), or “Ineffective” (1) (“HEDI”). The composite score will be determined as follows:

- 50 percent student performance on the district-wide SLO; and
- 50 percent based on multiple measures of effective teaching practice aligned with the state’s teaching standards. The measures are to be established locally through collective bargaining.
- The scoring range for HEDI are as follows:
 - (4) Highly Effective
 - (3) Effective
 - (2) Developing
 - (1) Ineffective

Definition of Covered Teachers

For the 2020 – 21 school year and beyond, these revisions will apply to all classroom teachers in accordance with §3012-d as amended by Chapter 59 of the Laws of 2019.

Intent of the Evaluation

The intent of the evaluation system is to foster a culture of continuous growth for professionals. The APPR is required to be a significant factor in employment decisions including, but not limited to: retention, tenure determination, termination and professional development. Each decision is to be made in accordance with locally developed procedures collectively bargained.

Adoption of the APPR

The Middle Country Central School District will adopt an APPR plan by July 1 of each school year. The District shall submit the plan on a form prescribed by the Commissioner, to the State Education Department for approval. Should the plan be rejected, any deficiencies that are subject to negotiations shall be resolved through collective bargaining, and the plan resubmitted.

Review / Development of the APPR

The parties shall be responsible for reviewing / development of the policies and procedures related to the APPR. Annual review by the parties shall be completed by August 1st in each year. Said review shall afford the parties the opportunity to raise any problems or concerns regarding the plans and its implementation. Any necessary revisions / development based on the APPR committee’s recommendations or by any other means shall be accomplished

through collective bargaining and only be effective upon mutual written agreement of the Association and the District.

III. Collection and Reporting of Teacher and Student Data

A. Growth Measures

The District and the Association shall collaboratively develop a verification procedure to ensure that all teacher of record determinations have been made accurately and, in a manner, consistent with the standards established by the Commissioner's regulations prior to using student growth and/or achievement data in an APPR. The District shall ensure that the State Education Department ("SED") receives accurate student data, including enrollment and attendance data and any other student, teacher, course and teacher/student linkage data necessary to comply with the Regulations of the Board of Regents by providing such data in a format and timeline prescribed by the Commissioner of Education ("Commissioner").

B. Teacher of Record Review

Each classroom teacher shall be given a list of all students for whom they/them is the teacher of record. Any classroom teacher who believes that the list is incorrect and/or inconsistent with the standards established by the Commissioner's regulations for making teacher-of-record determinations shall be entitled to seek review of this determination by the Superintendent or MCTA President.

C. Data Verification Dates:

Beginning of School Year

- Verification of the student roster shall occur no later than the last day of the third week of the school year.
- The roster shall close one day prior to "BEDS" day.

Throughout School Year

- Verification of subjects and/or student rosters shall take place no later than the last day of the third week of each marking period each school year as needed for semester courses and/or quarterly courses.
- Verification of subjects and/or student rosters shall take place throughout the year for new student entrants.
- In addition, teachers will also be notified, of all subsequent changes made by the State Education Department, as soon as practicable.

Based on State Assessment Dates

- Teachers shall receive confirmation from the District of any corrections or changes. Every covered teacher shall receive a hard copy or digital copy of each verification.

- Verification of students taking state assessments shall take place at the time the test is administered.

D. Reporting

The District will adhere strictly to the requirements for reporting sub-component and composite scores to the New York State Department of Education established by regulations. A unique identifier will be used, and the names of individual teachers will not be provided. An administrator shall not submit any written assessment, sub-component or composite rating of an individual teacher to any outside agency or person, without the prior written authorization of the Association except as permitted by law.

IV. Training for Evaluators and Staff

Any administrator or supervisor who evaluates teachers for the purpose of determining an APPR rating shall be fully trained and/or certified as required by Education Law §3012-d and the implementing Regulations of the Commissioner of Education prior to conducting a teacher evaluation. Any evaluation or APPR rating that is determined in whole or in part by an administrator or supervisor who is not fully trained and/or certified to conduct such evaluations shall, upon appeal by the subject of the evaluation or APPR rating, be deemed to be invalid and shall be expunged from the teacher's record and will be inadmissible as evidence in any subsequent disciplinary proceeding. The invalidation of an evaluation or APPR rating for this reason shall also preclude its use in any and all other employment decisions.

The Association shall be furnished with a list of all administrators and supervisors who have been trained including the date and amount of time each have received training.

All professional staff subject to the district's APPR will be provided with an orientation and/or training on the evaluation system that will include: a review of the content and use of the evaluation system, the NYS Teaching Standards, the District's teacher practice rubric, forms and the procedures to be followed consistent with the approved APPR plan and associated contractual provisions. All training for current staff will be conducted prior to the implementation of the APPR process. Training will be conducted within 30 calendar days of the beginning of each subsequent school year for newly hired staff.

V. Measures of teacher effectiveness based on the NYS Teaching Standards – 50%

A. Rubric

Critical to this sub-component is the selection of the rubric that will be used to collect evidence of teacher effectiveness. The District and the Association have agreed that the NYSUT Rubric selected from the list of SED approved rubrics will be used. Either the District or the Association may initiate a reopener to negotiate the use of another rubric or variation of NYSUT Rubric.

B. Multiple Measures

1. Evidence of professional practice shall be obtained through multiple measures. Specifically, teacher effectiveness shall be derived from, but not limited to classroom observations, planned activities, evidence of student performance, student portfolios, lesson plans and other artifacts of teacher practices.
 - These measures will include classroom observation evidence and non-classroom observation evidence. It is the prime purpose of observations and evaluations to highlight a teacher's strengths and weaknesses so that a teacher will benefit from the observation-evaluation. The process of evaluation should foster continual growth and development.
 - Indicators or classroom observation evidence can include:
 - **STANDARD 3: Instructional Practice:**
 - Displays knowledge of subject
 - Utilizes existing district curriculum
 - Aligns instruction to standards
 - Uses appropriate vocabulary for students
 - Differentiates instruction
 - Provides clear directions/procedures
 - Provides objectives for class
 - Uses strategies in instruction
 - Uses a variety of methods, activities and resources that accommodate various learning styles
 - Provides feedback throughout instructional time
 - Designs instruction that incorporates current level of understanding and prior experiences
 - Reinforces objective
 - **STANDARD 4: Learning Environment:**
 - Maintains a healthy/safe environment
 - Establishes routines and classroom procedures
 - Utilizes classroom time efficiently
 - Selects appropriate materials and resources
 - Instruction encourages relevant student participation
 - Adjusts pace of lesson to accommodate student needs
 - Establishes purposeful instructional groups
 - **STANDARD 5 (1, 2): Assessment for Student Learning:**
 - Uses assessments to guide instruction
 - Aligns assessments to learning goals
 - Implements accommodations and modifications
 - Uses formative and/or summative assessments
 - Monitors learning during lesson

- Provides appropriate support during the learning process
 - Provide appropriate feedback during the learning process
 - Adjust pace of lesson to improve student performance
 - Teachers must be made aware of classroom observations as they are occurring. All monitoring or observation of the work performance of a teacher shall be conducted openly with full knowledge of the teacher.
 - The use of eavesdropping, public address or audio and/or video systems and similar surveillance shall be strictly prohibited.
 - State Advisory Scores may not be used for any purpose in teacher evaluations.
 - Outside companies or agencies shall not be contracted by the District to conduct observations or any evaluations.
2. Evidence of teacher effectiveness will be based on the teacher-practice rubric aligned with the seven New York State Teaching Standards:
- The teacher acquires knowledge of each student and demonstrates knowledge of student development and learning to promote achievement for all students.
 - The teacher knows the content they/they is responsible for teaching and plans effective instruction that ensures growth and achievement for all students.
 - The teacher implements instruction that engages and challenges all students to meet or exceed the learning standards.
 - The teacher works with all students to create a dynamic learning environment that supports achievement and growth.
 - The teacher uses multiple measures to assess and document student growth, evaluate instructional effectiveness, and modify instruction.
 - The teacher demonstrates professional responsibility and engages relevant stakeholders to maximize student growth, development, and learning.
 - The teacher sets informed goals and strives for continuous professional growth.

C. Scoring Methodology for the 50% Teacher Effects

The scoring methodology used to determine teachers' scores on the 50% Teacher Effects shall be delineated in Appendix J.

VI. Uniform System of Teacher Evaluation (dated 6/2012)

A. Probationary Teachers

1. Formal Observations

- a. There shall be a minimum of four formal classroom observations per year for which a written report will be made. Insofar as possible, these observations should entail an entire period at the secondary level, or a complete lesson at the elementary level.
- b. Classroom observations shall be conducted by their building principal or they/them designee such as supervisor, assistant principal, director, coordinator, or building chairperson.
- c. At least two formal classroom observations shall be done by January 31. At least two others shall be completed by May 15.
- d. There shall be a conference between the teacher and the observer within five school days following each formal classroom observation. Conferences for other observations are encouraged as well. A teacher shall not be observed again until the teacher receives the written observation.
- e. Any rating other than "Highly Effective" (4) will require an appropriate suggestion under "Specific Suggestions for Implementation of Instructional Improvement." Any person who is rated "Developing" (2) or "Ineffective" (1) in any category shall be provided with appropriate professional development to address the teacher's needs prior to the next observation.
- f. Nothing contained in this section shall limit the right of the school district to terminate employment in accordance with applicable state law whenever evidence exists that this action would be in the best interest of the school district.

2. Informal Observations

- a. Informal observations shall be put in writing if used in overall evaluation.
- b. If observations have identified particular needs for a teacher, then appropriate professional development for these needs shall be provided prior to the next observation.

3. Mid-Year and End-Year Standards Report Form

- a. There shall be a minimum of two written “Mid-Year and End-Year Standards Report Form” (Appendix J-3a) per year.
- b. The first written Report Form shall be completed by January 31.
- c. When a general rating is less than “Highly Effective” (4) specific suggestions for instructional improvement must be developed in writing and made part of the evaluation. If rating is “Developing” (2) or “Ineffective” (1), appropriate professional development shall be provided by the district prior to the next observation.
- d. A conference shall be scheduled between the evaluator and the teacher for each evaluation filed where the overall rating is less than “Effective” (3).
- e. Anything identified on evaluation J-3a (rated less than “Highly Effective” [4]) must be put in writing and meeting must be held prior to said evaluation.
- f. This conference may coincide with one of those utilized for formal classroom observation purposes.
- g. The evaluator will normally be the building principal or they/them designee such as supervisor, assistant principal, director, coordinator, or building chairperson.
- h. Nothing contained in this section shall limit the right of the school district to terminate employment in accordance with applicable State law whenever evidence exists that this action would be in the best interest of the school district.

B. Tenured Teachers

1. Formal Observations

- a. There shall be a minimum of two formal classroom observations per year for which a written report will be made. Insofar as possible the formal classroom observation should entail an entire period at the secondary level, or a complete lesson at the elementary level.
- b. At least one formal classroom observation shall be done by the end of the first semester and the other shall be completed by May 15.
- c. There shall be a conference between the teacher and the observer within five school days following the formal classroom observation. Conferences for other observations are encouraged as well. A teacher shall not be observed again until the teacher receives the written observation.

- d. Formal classroom observations shall be conducted by the building principal or they/them designee, such as supervisor, assistant principal, director, coordinator, or building chairperson.
- e. Any rating other than “Highly Effective” (4) will require an appropriate suggestion under “Specific Suggestions for Implementation of Instructional Improvement.” Any person who is rated “Developing” (2) or “Ineffective” (1) in any category shall be provided with appropriate professional development to address the teacher’s needs prior to the next classroom observation.

2. Informal Observations

- a. Informal observations shall be put in writing if used in overall evaluation.
- b. If observations have identified particular needs for a teacher then appropriate professional development for these needs shall be provided prior to the next observation.

3. Mid-Year and End-Year Standards Report Form

- a. There shall be a minimum of one written “Mid-Year and End-Year Standards Report Form” (Appendix J-3a) per year.
- b. When a general rating is less than “Effective” (3) specific suggestions for instructional improvement must be developed in writing and made part of the evaluation. If rating is “Developing,”(2) or “Ineffective” (1), appropriate professional development shall be provided by the district prior to the next observation.
- c. A conference shall take place between the evaluator and the teacher for each evaluation filed where the overall rating is less than “Effective” (3).
- d. The evaluator will normally be the building principal or they/them designee such as supervisor, assistant principal, director, coordinator, or building chairperson.

C. Specialists

1. Itinerant Specialists

- a. Formal classroom observations of itinerant specialists shall be coordinated by the program administrator responsible for each area.
- b. In addition to, or as part of, the regular observation and evaluation process, the program administrator shall formally observe non-tenured staff members in each building annually. In addition, there shall be one formal evaluation each year.

- c. The building principal and the program administrator will exchange copies of classroom observations and evaluations.
- d. The building principal may request the program administrator to conduct all or part of the observation and evaluation process of an itinerant specialist at any time, regardless of the tenure status of the person.
- e. Evaluations of itinerant specialists shall be signed by both the building principal and the program administrator signifying concurrence of the ratings.

2. Full Time Specialists

- a. Full time specialists utilized within one building shall be subject to the observation and evaluation procedure outlined in Sections VI A and VI B.
- b. Specialists shall be observed each year by the appropriate program administrator working in conjunction with the building principal.
- c. “Effective” (3) evaluations of full-time specialists may be signed solely by the principal or they/them designee.
- d. Less than “Effective” (3) evaluations of full-time specialists shall include the signature of the program administrator to signify concurrence with the principal’s rating.

3. General

- a. Those specialists serving outside the jurisdiction of a building principal shall be the sole responsibility of the program administrator or other administrator in charge of their areas.

D. General Procedures

1. It is recognized that observations are an attempt by the observer to help the teacher grow professionally and that a positive attitude towards the report by all parties will help achieve this goal.
2. With the joint approval of the teacher and administrator a conference may be held after the classroom observation and before the observation report is written. When this conference is held, it will be the only conference required to be held regarding this particular classroom observation.
3. Teachers not meeting the acceptable standards of the district as indicated by any evaluation report shall be provided with a definite plan for improvement (Teacher Improvement Plan [TIP]), outlined in writing on that report. A record of such assistance shall be kept for each such case, signed by the classroom teacher and the resource people.

4. Teachers that attain a minimum overall evaluation rating of “Developing” (2) or “Ineffective” (1), as per Education Law §3012-d, shall be put on a definite plan for improvement (Teacher Improvement Plan [TIP]), and shall be informed that they are in danger of dismissal. Nothing in this procedure shall diminish the right of the school district within educational law to provide for earlier dismissal when evidence exists that it is in the best interest of the school district.
5. There should be efforts at self-evaluation by teachers. Self-evaluation forms, group discussions, videotaped lessons, and group evaluation, are some ways this may be achieved.
6. Whenever advisable, building and district in-service courses, professional days, and classroom visitations shall be used to help improve instruction.
7. Teachers shall be given the opportunity to call upon other members of the professional staff with an expertise in a specific area to help improve instruction. In order for this improvement process to become part of the evaluation procedure, documentation shall be provided. There shall be a record of all efforts to help the teacher. If the teacher being helped wishes the process to be informal, no record will be kept, but this activity will not become part of the evaluation process. The person chosen to help improve instruction may be a building specialist, classroom teacher, or district staff member, provided that person has agreed, voluntarily, to serve in that capacity and is mutually acceptable to the classroom teacher and they/them principal, or where applicable, they/them director.
8. When any specialist is rated less than “Effective,” (3), the district program administrator responsible for that area shall be given a copy of the general rating, and may be asked for assistance or may request that the principal and/or teacher confer with they/them about providing additional assistance for instructional improvement. Documentation of this assistance shall be made with the approval of the administrator and the teacher.

VII. Composite Score

A. Procedures

The District and the Association shall annually evaluate the rating system utilized in the APPR. By the start of school each year, teachers will be informed of the rating procedures and made aware of what is required for a teacher to be rated “Highly Effective” (4), “Effective” (3), “Developing” (2), and “Ineffective” (1), for the 50 percent Teacher Observation/Evaluation measures and State Approved 50 percent measure(s).

The parties agree that the MCTA shall have full control over the Teacher Determined Professional Development Evaluation Report form (Appendix J-2). However, such control shall be subject to approval of the Commissioner of Education on an annual basis both as to the initial plan and any proposed changes thereof.

The 50 percent student performance measure sub-component shall be formulated by the District in accordance with the NYSED approved APPR plan.

The complete composite score for the APPR shall be provided to the teacher as soon as practicable but no later than five days after the release of the state provided 50 percent. The teacher's rating and score on the 50 percent other measures of teacher effectiveness shall be computed and provided to the teacher, in writing, by no later than June 15th. The purpose of this notification is to give teachers sufficient time to assess their practice and plan accordingly, including seeking professional development and other support during the summer.

In the event a teacher receives an "Ineffective" (1) or "Developing" (2) rating the Middle Country Teachers Association shall receive notice within five (5) school days of the "Ineffective" (1) or "Developing" (2) rating of any sub-component of that teacher's composite score. In the event said teacher chooses to not want the Association to be apprised of said ratings, they shall sign a waiver stating such choice.

B. Teacher Improvement Plans (TIP)

The TIP procedures shall be delineated under Appendix J of the collective bargaining agreement and under the General Procedures delineated under "V. Measures of teacher effectiveness based on the NYS Teaching Standards" of this document.

After the TIP is in place, the teacher, administrator, mentor (if one has been assigned) and an Association representative (if requested by the teacher) shall meet, according to the schedule identified in the TIP, to assess the effectiveness and appropriateness of the TIP, for the purpose of assisting the teacher to achieve the goals set forth in the TIP. Based on the outcome of such assessment(s), the TIP shall be modified accordingly.

All costs associated with the implementation of a TIP including, but not limited to, tuition, fees, books and travel, shall be borne by the District in their entirety. No disciplinary action predicated upon ineffective performance shall be taken by the District against a teacher until a TIP has been fully implemented and its effectiveness in improving the teacher's performance has been evaluated. No disciplinary action shall be taken by the District against a teacher predicated on an ineffective rating who has met the performance expectations set by a TIP.

C. Termination and Tenure Determinations for Probationary Teachers

The APPR is to be a significant factor for termination and tenure determinations. In the event that an evaluator is concerned with the competence of a probationary teacher, it is agreed that the teacher will be invited to a conference with the evaluator, appropriate administrator (if different from the evaluator), and the Association President or they/them designee as early in the school year as reasonable. The conference will result in an intervention and TIP being developed.

A probationary teacher, who is disciplined, dismissed, not renewed, or denied tenure, based in whole, or in part, upon classroom performance or any other factor measured by

the APPR, shall have the right to appeal such action through the APPR Appeals procedure. Nothing herein relieves the District of its obligations under New York State Education Law Sections 3012(2) and 3031.

In the case of teachers appointed after the opening of the school year and who are eligible for tenure, the notification dates shall be as follows:

VII. Appeals procedures

- A. The annual evaluation of a teacher shall be presented to the teacher by the principal/lead evaluator.
- B. Within ten (10) school days of the receipt of a teacher's first evaluation of "Ineffective" (1) from the principal/lead evaluator, the teacher may appeal the evaluation in writing to the Superintendent or they/them designee. The appeal shall articulate in detail the basis of the appeal to the Superintendent of Schools or they/them designee. Failure to articulate a particular basis for the appeal shall be deemed a waiver of that claim. The evaluated teacher may only challenge the substance, rating and/or adherence to the parties' Annual Professional Performance Review Plan adopted pursuant to 8 NYCRR 30-2 and Education Law Section 3012-c.
- C. Within ten (10) school days of receipt of the appeal, the Superintendent of Schools or they/them designee shall render a final and binding determination in writing respecting the appeal.
- D. The determination of the Superintendent of Schools or they/them designee as to the appeal referred to above, shall not be grievable, arbitrable, or reviewable in any other forum.
- E. In the event a teacher receives a second consecutive evaluation of "Ineffective" (1), the teacher may appeal such evaluation to a panel consisting of two teachers selected by the MCTA and two members of the Administrators' bargaining unit selected by the Superintendent. Neither the teachers nor the administrators shall be from the same building as the appealing teacher. This appeal must be submitted in writing to the panel within ten (10) school days of receipt of the evaluation. The review by the panel shall be completed within ten (10) school days of delivery of the written request for review from the teacher. No hearing shall be held and the review shall be based solely upon the evaluation, support papers submitted by the teacher and/or a response to the appeal by the teacher's evaluator. The panel may submit written requests for clarification. The responses thereto shall also be limited to written submissions. The panel's decision shall be transmitted to the Superintendent and the Appellant upon completion no later than ten (10) school days after receipt of the appeal. In the event the determination of the panel is unanimous, it shall be final and shall not be grievable, arbitrable, or reviewable in any other forum. However, the failure of either party to abide by the above agreed upon process shall be subject to the grievance procedure of the collective bargaining agreement.

- F. In the event the determination of the panel is not unanimous, the affected teacher may elect to submit the appeal to a second panel of different employees selected in the same manner and composition as exists as to the initial panel except the Superintendent of Schools shall also serve as the fifth member thereof. This submission must occur within five (5) school days of issuance of the findings of the initial panel. The second panel shall issue its determination within ten (10) school days of delivery of the written request for review to the Superintendent. No hearing shall be held and the review shall be based solely upon the original appeal, the initial panel's determination, supporting papers submitted by the teacher and/or a response to the appeal by the teacher's evaluator. The determination of the second panel shall be final and shall not be grievable, arbitrable, or reviewable in any other forum. However, the failure of either party to abide by the above agreed upon process shall be subject to the grievance machinery of the collective bargaining agreement.
- G. An overall performance rating of "Ineffective" (1) on the annual evaluation is the only rating subject to appeal.
- H. Non-tenured teachers shall be permitted to appeal pursuant to this procedure. However, in the event that a probationary teacher elects to exercise a right to appeal in the last year of a probationary period, the lead evaluator shall be permitted to issue an evaluation without waiting for the issuance of the state assessment portion of the composite score. Said evaluation shall be issued prior to June 30th of the final probationary year and the timelines for filing and processing of an appeal set forth herein shall apply using business days.
- I. The parties agree that the above appeals procedure shall remain in effect until June 30, 2013 and that the parties shall meet prior thereto to negotiate potential modifications to the procedure. However, until such time as the parties agree to any such modifications, this procedure shall remain in effect beyond June 30, 2013.

Appendix J – 1a
MIDDLE COUNTRY CENTRAL SCHOOL DISTRICT
OBSERVATION FORM

Teacher Visited: _____ Date: _____

School: _____ Subject: _____ Grade: _____

Period: _____ Time Started: _____ Time Ended: _____

Any rating other than "Highly Effective" (4) will require an appropriate suggestion under "Specific Suggestions for Implementation of Instructional Improvement".

1. SUMMARY OF LESSON/ACTIVITIES and evidence of teacher practice:

2. STANDARD 3: Instructional Practice

Standard 3 score: _____/4

SPECIFIC SUGGESTIONS FOR INSTRUCTIONAL IMPROVEMENT:

3. STANDARD 4: Learning Environment

Standard 4 score: _____/4

SPECIFIC SUGGESTIONS FOR INSTRUCTIONAL IMPROVEMENT:

4. STANDARD 5 (1, 2): Assessment for Student Learning

Standard 5 score: _____/4

SPECIFIC SUGGESTIONS FOR INSTRUCTIONAL IMPROVEMENT:

5. STRONG POINTS OF LESSON/ACTIVITY:

6. SUMMARY OF POST-CONFERENCE:

7. OBSERVATION SCORE: (Average of the 3 observation standards above): _____/4

Highly Effective: (4)

Effective: (3)

Developing: (2)

Ineffective: (1)

Any person who is rated "Developing" (2) or "Ineffective" (1) in any category shall be provided with appropriate professional development prior to the next observation.

Observer: _____ Title: _____

Date of post-observation conference: _____

8. Teacher Comments:

Teacher: _____ Date: _____

Cc: Deputy Superintendent for Instruction
Principals/Observer
Directors
Teacher

Appendix J - 1b
MIDDLE COUNTRY CENTRAL SCHOOL DISTRICT
Report of Observation and Conference

Teacher Visited:

Grade:

Subject:

Time Started:

Time Ended:

Title of Lesson:

Period:

Date:

(Any rating of other than "satisfactory" will require an appropriate comment under item 2A or under Item 4.)

1. **Summary of Lesson/Activities:**

2. **Knowledge of Subject Matter:**

HIGHLY SATISFACTORY [] SATISFACTORY [] NEEDS IMPROVEMENT [] UNSATISFACTORY []

Instructional Techniques:

HIGHLY SATISFACTORY [] SATISFACTORY [] NEEDS IMPROVEMENT [] UNSATISFACTORY []

Student Participation:

HIGHLY SATISFACTORY [] SATISFACTORY [] NEEDS IMPROVEMENT [] UNSATISFACTORY []

Use of Materials and Media:

HIGHLY SATISFACTORY [] SATISFACTORY [] NEEDS IMPROVEMENT [] UNSATISFACTORY []

Control and Management:

HIGHLY SATISFACTORY [] SATISFACTORY [] NEEDS IMPROVEMENT [] UNSATISFACTORY []

Provisions for Individual Differences:

HIGHLY SATISFACTORY [] SATISFACTORY [] NEEDS IMPROVEMENT [] UNSATISFACTORY []

2A. **Comments:**

3. **Strong Points of Lesson/Activity:**

4. **Specific Suggestions for Implementation of Instructional Improvement:**

5. **General Comments:**

OBSERVER: _____

TITLE:

DATE OF CONFERENCE:

CONFERENCE

TEACHER'S COMMENTS:

DATE: _____

TEACHER: _____

Original: Deputy Superintendent for Instruction
Copies: Director
Principal
Teacher

Appendix J – 1c
MIDDLE COUNTRY CENTRAL SCHOOL DISTRICT
Report of Observation and Conference
GUIDANCE COUNSELORS; SOCIAL WORKERS; PSYCHOLOGISTS; SPEECH TEACHERS;
HEARING IMPAIRED TEACHERS

Teacher Visited:

Grade:

Subject:

Time Started:

Time Ended:

Title of Lesson:

Period:

Date:

(Any rating of other than “satisfactory” will require an appropriate comment under item 2A or under Item 4.)

1. Summary of Lesson/Activities:

2. Knowledge of Area:

HIGHLY SATISFACTORY [] SATISFACTORY [] NEEDS IMPROVEMENT [] UNSATISFACTORY []

Delivery of Service:

HIGHLY SATISFACTORY [] SATISFACTORY [] NEEDS IMPROVEMENT [] UNSATISFACTORY []

Provider/Student Interaction:

HIGHLY SATISFACTORY [] SATISFACTORY [] NEEDS IMPROVEMENT [] UNSATISFACTORY []

Evaluates and Monitors Student Progress and Adjustment:

HIGHLY SATISFACTORY [] SATISFACTORY [] NEEDS IMPROVEMENT [] UNSATISFACTORY []

Use of Materials and Media:

HIGHLY SATISFACTORY [] SATISFACTORY [] NEEDS IMPROVEMENT [] UNSATISFACTORY []

2A. Comments:

3. Strong Points of Lesson/Activity:

4. Specific Suggestions for Implementation of Instructional Improvement:

5. General Comments:

OBSERVER: _____

TITLE:

DATE OF CONFERENCE:

CONFERENCE

TEACHER’S COMMENTS:

DATE: _____

TEACHER: _____

Original: Deputy Superintendent for Instruction

Copies: Director
Principal
Teacher

Appendix J - 2

Teacher Determined Non-Classroom Observation Evidence Report Form

Name _____ School Year _____

I have engaged in the following non-classroom observation activities and professional development responsibilities:

- Curriculum development and review of books and materials
 - Evaluation of student work
 - Consultation with other professionals regarding individual students
 - Committee work aligned with district curriculum council and professional development plan
 - Development and implementation of instructional units, activities, programs and assessments.
 - Participation in student support team and committee on special education meetings/
 - Meetings with administrators, teams, departments, grade levels, guidance, social workers, psychologists and parents.
 - Student evaluation
 - Interdisciplinary/Cross grade planning
 - Staff development
 - Peer observations
 - Faculty Meetings
 - Superintendent conference day
 - Other non-classroom observation evidence
-
-

Probationary Teachers – Submission date (twice a year) – no later than January 31st and May 15th.

Tenured Teachers – Submission date (once a year) – no later than May 15th.

Reflections:

Appendix J - 3a
Middle Country Central School District
Mid-Year and End-Year Standards Report Form

Name _____

Date _____

School _____

Tenure _____ Probationary _____

Subject and/or Grade _____

The following ratings were arrived at after pertinent observations and in consultation with form J-2. They are considered and reviewed here in order for this process to be of value to you in improving your performance.

	4 – Highly Effective	3 – Effective	2 – Developing	1 – Ineffective
Standard 1 – Knowledge of Students				
<ul style="list-style-type: none"> • Plans for diverse learning needs • Incorporates knowledge of school community 				
Standard 2 – Knowledge of Content				
<ul style="list-style-type: none"> • Incorporates critical thinking and problem solving • Demonstrates instructional organization • Instruction meets the needs of students 				
Standard 5.3 - 5.5 - Assessment				
<ul style="list-style-type: none"> • Formative and summative assessments drive instruction • Uses curriculum, skills, and strategies to assess students • Analyzes and interprets assessments 				
Standard 6 – Professional Responsibilities				
<ul style="list-style-type: none"> • Advocates for students • Supports district mission statement • Professional rapport with: <ul style="list-style-type: none"> ○ colleagues ○ parents ○ students ○ administrators 				
Standard 7 – Professional Growth				
<ul style="list-style-type: none"> • Engages in improving professional practice; for example, collegial conversations, professional text, learning opportunities, meetings, etc. • Collaborates with colleagues 				
Overall Evaluation	$\frac{S1 + S2 + S5(3-5) + S6 + S7}{5}$			

Referring to the above five standards, any items with other than a “Highly Effective” (4) rating must be accompanied by a comment by the evaluator. For ratings that are “Developing” (2) or “Ineffective” (1), appropriate professional development shall be provided prior to the next observation.

Appendix J - 3a
Middle Country Central School District
Mid-Year and End-Year Standards Report Form

A. Evaluator Comments:

B. This report represents my best judgement of your service during the period reported and the times spent observing your work in and out of the classroom.

Signed: _____ Date: _____
(Evaluator)

C. Teacher Comments:

D. I have reviewed this report and I have been given the opportunity to discuss it with my principal/supervisor. My signature does not necessarily mean that I agree with this report.

Signed: _____ Date: _____
(Teacher)

Appendix J – 3b

**MIDDLE COUNTRY CENTRAL SCHOOL DISTRICT
TEACHER EVALUATION REPORT**

NAME _____

DATE _____

SCHOOL _____

TENURE _____

PROBATIONARY _____

SUBJECT AND/OR GRADE _____

DATES OF FORMAL OBSERVATION _____

The following ratings were arrived at after classroom and other pertinent observations. They are considered and reviewed here in order for this process to be of value to you in improving your performance (DNA may be used where appropriate).

	HIGHLY SATISFACTORY	SATISFACTORY	IMPROVEMENT NEEDED	UNSATISFACTORY	DNA	COMMENTS
1. RELATIONSHIPS						
a. with pupils						
b. with parents						
c. with colleagues						
d. with supervisors						
2. CLASSROOM INSTRUCTION						
a. knowledge subject matter						
b. instructional techniques						
c. student participation						
d. use of materials/media						
e. control and management						
f. provision for indiv. diff.						
3. DEPENDABILITY punctuality (reports, records, meetings, etc.)						
4. PROFESSIONALISM						
a. attitude						
b. growth						
5. OVERALL EVALUATION						

(Referring to the above five sections, any item with other than a satisfactory rating must be accompanied by a comment by the evaluator.)

A. In my opinion the summary judgment best expressing your work performance for the period covered by this report is:
 HIGHLY SATISFACTORY SATISFACTORY NEEDS IMPROVEMENT UNSATISFACTORY

B. EVALUATOR COMMENTS

C. This report represents my best judgment of your service during the period reported and the times spent observing your work in and out of the classroom.

DATE _____ SIGNED _____
 EVALUATOR

D. TEACHER COMMENTS

E. I have reviewed this report and I have been given the opportunity to discuss it with my principal/supervisor. My signature does not necessarily mean I agree with the report.

DATE _____ SIGNED _____
 TEACHER

cc. Deputy Superintendent for Instruction
 Director
 Principal
 Teacher

Appendix J – 3c

**MIDDLE COUNTRY CENTRAL SCHOOL DISTRICT
TEACHER EVALUATION REPORT
GUIDANCE COUNSELORS; SOCIAL WORKERS; PSYCHOLOGISTS; SPEECH TEACHERS;
HEARING IMPAIRED TEACHERS**

NAME _____ DATE _____
 SCHOOL _____ TENURE _____ PROBATIONARY _____
 SUBJECT AND/OR GRADE _____ DATES OF FORMAL OBSERVATION _____

The following ratings were arrived at after classroom and other pertinent observations. They are considered and reviewed here in order for this process to be of value to you in improving your performance (DNA may be used where appropriate).

	HIGHLY SATISFACTORY	SATISFACTORY	IMPROVEMENT NEEDED	UNSATISFACTORY	DNA	COMMENTS
1. RELATIONSHIPS						
a. with pupils						
b. with parents						
c. with colleagues						
d. with supervisors						
2. CLASSROOM INSTRUCTION						
a. knowledge of area						
b. delivery of service						
c. provider/student interaction						
d. evaluates & monitors student progress & adjustment						
e. use of materials & media						
3. DEPENDABILITY punctuality (reports, records, meetings, etc.)						
4. PROFESSIONALISM						
a. attitude						
b. growth						
5. OVERALL EVALUATION						

(Referring to the above five sections, any item with other than a satisfactory rating must be accompanied by a comment by the evaluator.)

A. In my opinion the summary judgment best expressing your work performance for the period covered by this report is:
 HIGHLY SATISFACTORY SATISFACTORY NEEDS IMPROVEMENT UNSATISFACTORY

B. EVALUATOR COMMENTS

C. This report represents my best judgment of your service during the period reported and the times spent observing your work in and out of the classroom.

DATE _____ SIGNED _____
 EVALUATOR

D. TEACHER COMMENTS

E. I have reviewed this report and I have been given the opportunity to discuss it with my principal/supervisor. My signature does not necessarily mean I agree with the report.

DATE _____ SIGNED _____
 TEACHER

cc. Deputy Superintendent for Instruction
 Director
 Principal
 Teacher

Appendix J - 4

Teacher _____ Date _____

School _____ Tenured _____

Subject and/or Grade _____

Middle Country Central School District Teacher Observation Sub-Component Score Table				
<i>Classroom Observation Evidence (50%)</i>			<i>Non-Classroom Observation Evidence (50%)</i>	
	Observation #1	Observation #2		Teacher Effectiveness Score
Observation Score (Average of Classroom Observation Standards for each observation)			(From J - 3a)	
Average Observation Score (COS)			Weight of Non-Classroom Observation Evidence (50%)	.5
Weight of Classroom Observation Evidence (50%)		.5	Sub-Component (NCOE x Weighting)	
Observation Sub-Component (COS x Weighting)				
Total Sub-Component Score	Classroom Observation Evidence + Non-Classroom Observation Evidence = Sub-Component Score			

Notes:

1. The total sub-component score is placed in the “Sub-Component Conversion Chart” to determine the teacher observation sub-component HEDI score.
2. The maximum classroom observation evidence sub-component score is 2.0.
3. The maximum non-classroom observation evidence sub-component score is 2.0.
4. Maximum total sub-component score is 4.0.

Appendix J – 5a
Middle Country Central School District
Teacher Standards for Effectiveness Summary

Teacher _____ Date _____

School _____ Tenured _____

Subject and or Grade _____

Classroom Observation 1	Value = 25% of "Teacher Observation score"	Rating
Standard 3: Instructional Practice		
Standard 4: Learning Environment		
Standard 5 (1,2): Assessment for Student Learning		
Observation Standards Average		

Classroom Observation 2	Value = 25% of "Teacher Observation score"	Rating
Standard 3: Instructional Practice		
Standard 4: Learning Environment		
Standard 5 (1,2): Assessment for Student Learning		
Observation Standards Average		

The above ratings were arrived at after classroom and other pertinent observations. They are considered and reviewed here in order for this process to be of value to you in improving your performance.

Non Classroom Observation Evidence	Value = 50% of "Teacher Observation score"	Rating
Standard 1: Knowledge of Students		
Standard 2: Knowledge of Content		
Standard 5 (3,4,5): Assessment for Student Learning		
Standard 6: Professional Responsibilities		
Standard 7: Professional Growth		
Non-classroom Observation Evidence Average		

Teacher Standards for Effectiveness - HEDI Score	

Referring to the five items above, any items with other than a "Highly Effective" (4) rating must be accompanied by a comment by the evaluator. For ratings that are "Developing" (2) or "Ineffective" (1), appropriate professional development shall be provided prior to the next observation.

Evaluator Comments:

This report represents my best judgement of your service during the period reported and the times spent observing your work in and out of the classroom.

Date: _____ Signed: _____
(Principal/Supervisor)

Teacher Comments:

I have reviewed this report and I have been given the opportunity to discuss it with my principal/supervisor. My signature does not necessarily mean that I agree with the report.

Date: _____ Signed: _____
(Teacher)

Appendix J – 5b
Middle Country Central School District
Teacher Standards for Effectiveness Summary

Teacher _____ Date _____

School _____ Probationary _____

Subject and or Grade _____

Classroom Observation 1	Value = 12.5% of "Teacher Observation score"	Rating
Standard 3: Instructional Practice		
Standard 4: Learning Environment		
Standard 5 (1,2): Assessment for Student Learning		
Observation Standards Average		

Classroom Observation 2	Value = 12.5% of "Teacher Observation score"	Rating
Standard 3: Instructional Practice		
Standard 4: Learning Environment		
Standard 5 (1,2): Assessment for Student Learning		
Observation Standards Average		

Classroom Observation 3	Value = 12.5% of "Teacher Observation score"	Rating
Standard 3: Instructional Practice		
Standard 4: Learning Environment		
Standard 5 (1,2): Assessment for Student Learning		
Observation Standards Average		

Classroom Observation 4	Value = 12.5% of "Teacher Observation score"	Rating
Standard 3: Instructional Practice		
Standard 4: Learning Environment		
Standard 5 (1,2): Assessment for Student Learning		
Observation Standards Average		

The above ratings were arrived at after classroom and other pertinent observations. They are considered and reviewed here in order for this process to be of value to you in improving your performance.

Non Classroom Observation Evidence	Value = 50% of "Teacher Observation score"	Rating
Standard 1: Knowledge of Students		
Standard 2: Knowledge of Content		
Standard 5 (3,4,5): Assessment for Student Learning		
Standard 6: Professional Responsibilities		
Standard 7: Professional Growth		
Non Classroom Observation Evidence Average		

Teacher Standards for Effectiveness - HEDI Score	

Referring to the five items above, any items with other than a "Highly Effective" (4) rating must be accompanied by a comment by the evaluator. For ratings that are "Developing" (2) or "Ineffective" (1), appropriate professional development shall be provided prior to the next observation.

Evaluator Comments:

This report represents my best judgement of your service during the period reported and the times spent observing your work in and out of the classroom.

Date: _____ Signed: _____
(Principal/Supervisor)

Teacher Comments:

I have reviewed this report and I have been given the opportunity to discuss it with my principal/supervisor. My signature does not necessarily mean that I agree with the report.

Date: _____ Signed: _____
(Teacher)

Appendix J – 6

Scoring Methodology Teacher Evaluation Conversion Scale 50% of Matrix (Teacher Observation)

Teacher Observation Effects Conversion Scale

Level	Overall rubric average score (from J-4)
Ineffective (1)	0 – 1.49
Developing (2)	1.5-2.49
Effective (3)	2.5-3.49
Highly Effective (4)	3.5-4

Appendix J – 7
 Middle Country Central School District
 Observation Evaluation and Development Rubric

Tenured Teacher

<i>Classroom Observation #1 & Evidence Score</i>	<i>Classroom Observation #2 & Evidence Score</i>	<i>Non-Classroom Observation & Evidence Score</i>
12.5%	12.5%	25%

Probationary Teacher

<i>Classroom Observation #1 & Evidence Score</i>	<i>Classroom Observation #2 & Evidence Score</i>	<i>Mid-Year Non- Classroom Observation Evidence Score</i>	<i>Classroom Observation #3 & Evidence Score</i>	<i>Classroom Observation #4 & Evidence Score</i>	<i>Final Non-Classroom Observation Evidence Score</i>
6.25%	6.25%	12.5%	6.25%	6.25%	12.5%

Observation components total to 50% of final HEDI score.

Middle Country Central School District HEDI Rating Sheet

Building _____

Teacher _____

State ID	
Category	Score
Student Performance	
Observation	
Total	

		Observations			
		H (4)	E (3)	D (2)	I (1)
Student Performance	H (18-20)	H	H	E	D
	E (15-17)	H	E	E	D
	D (13-14)	E	E	D	I
	I (0-12)	D	D	I	I

Print Teacher Name _____

Teacher Signature _____

Date _____

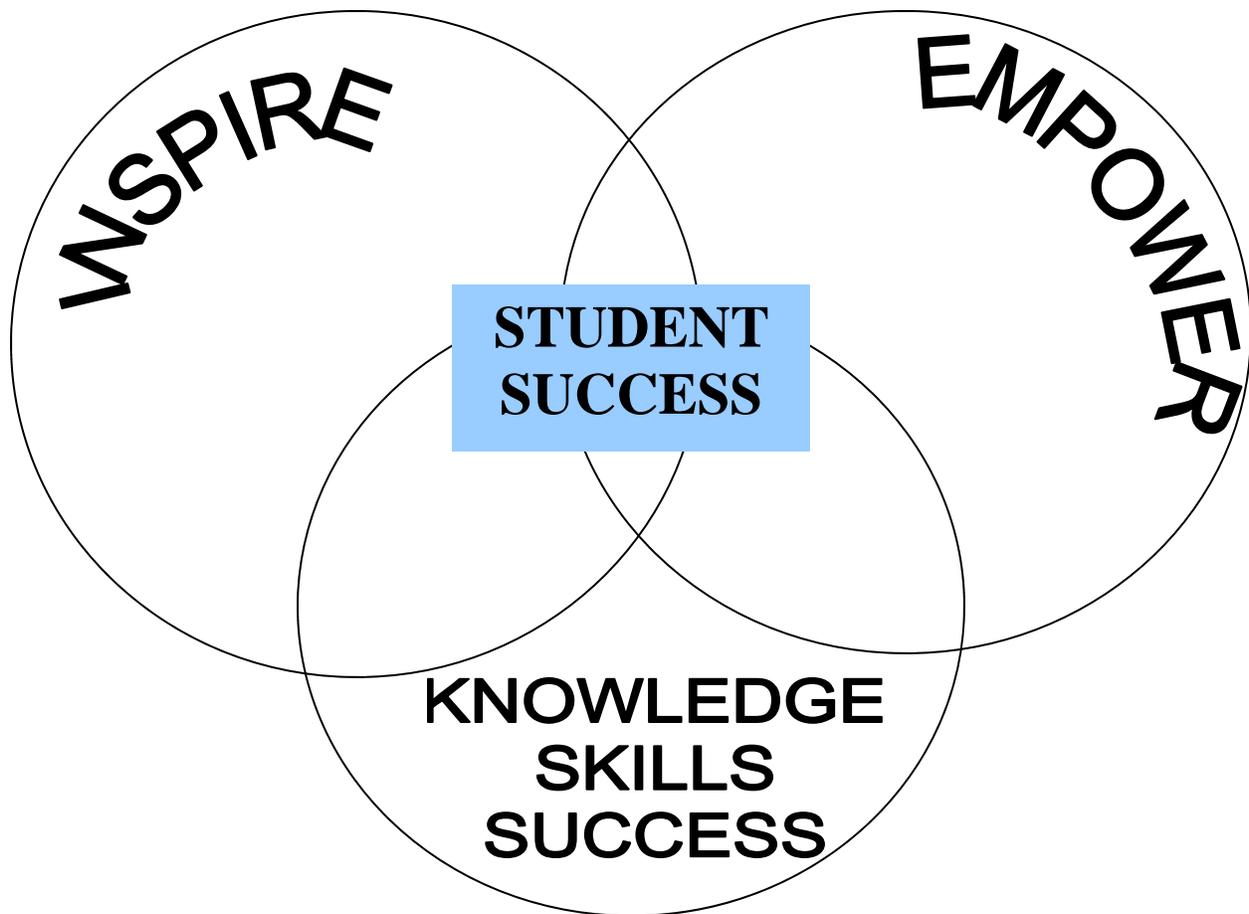
Print Evaluator Name _____

Evaluator Signature _____

Date _____

**MIDDLE COUNTRY CENTRAL
SCHOOL DISTRICT**

TEACHER IMPROVEMENT PLAN



MIDDLE COUNTRY CENTRAL SCHOOL DISTRICT

TEACHER IMPROVEMENT PLANS PRACTICE AND PROCEDURES

A Teacher Improvement Plan is a structured process to support instructional growth for the purpose of improving student learning. It is based on the MCCSD strategic objective that states we will hire and maintain teachers who demonstrate the knowledge, skills, and attitudes necessary to empower and inspire students to utilize the knowledge, skills, and attitudes necessary to be creative problem solvers, to achieve personal success, and to contribute responsibly in a diverse and dynamic world.

The Teacher Improvement Plan Process is designed to provide individual teachers with support, criteria, and specific guidelines for improvement in the Domains of Professional Competence for Effective Teaching. A Teacher Improvement Plan should be initiated when an untenured teacher is not making the expected rate and/or level of growth, or when a tenured teacher is not demonstrating overall satisfactory ratings on the MCCSD Criteria for Observations/Evaluations and who does not demonstrate satisfactory ratings in the Domains of Professional Competence for Effective Teaching.

The attached flowcharts describe the three stages of a Teacher Improvement Plan:

TEACHER IMPROVEMENT PLAN-INFORMAL STAGE (AWARENESS STAGE)

- Informal intervention is made through observations, conferencing, mentoring
- Teachers are recommended for return to regular supervision or a formal Teacher Improvement Plan (Awareness Stage).
- A Teacher Improvement Plan (Awareness Stage) is initiated by a written notification to the teacher by the principal, with a cc to district administration.
- The written notification is followed by a conference with the teacher and teacher representative.
- The Assistance Stage is initiated.

TEACHER IMPROVEMENT PLAN-ASSISTANCE STAGE

- The Assistance Stage is the development and implementation of an action plan for improvement.
- A Support Team develops the action plan. The Support Team members are specified on the flowchart. A list of master teachers will be developed and mutually agreed upon by the PDP Committee. The administrator/s and the teacher must mutually agree upon the non-mandated team members. In the case of shared staff, all appropriate administrators will be involved in the Support Team.
- The written action plan will include:
 - The Area/s needing improvement (Domains of Professional Competency for Effective Teaching and MCCSD Criteria for Observation/Evaluation)
 - The specific interventions that will be used
 - The resources/support to be utilized
 - The indicators of progress
 - Timeline
 - Strategies for monitoring, adjusting and evaluating

At the conclusion of the Assistance Stage, teachers will either return to regular supervision or enter the Disciplinary Stage. If a teacher is not meeting the standards for effective teaching after being in an Assistance Stage, or is insubordinate, or violates a district or legal statute, they may be placed in the Disciplinary Stage.

TEACHER IMPROVEMENT PLAN-DISCIPLINARY STAGE

- The Principal makes the referral of a teacher to the Disciplinary Stage to the Personnel Office.
- The Personnel Office notifies the teacher in writing, with copies to the principal and the MCTA president.
- A conference is held with the teacher, Assistant Superintendent for Personnel, Assistant Superintendent for Instruction, principal, and MCTA representative.
- The Assistant Superintendent identifies the standard deficits, rule or policy violations. The teacher will be given an opportunity to respond.
- Following the discussion, the Assistant Superintendent for Personnel will indicate the next steps, such as:
 - Specific remedial plan with the timeline
 - Requirement of specific training or evaluation by a professional
 - Recommendation for not granting tenure
 - Placement of teacher on paid administrative leave

This Disciplinary Stage addresses ongoing performance concerns not corrected by the teacher under the Informal Stage, the Awareness Stage, or the Assistance Stage. The Disciplinary Stage is not intended as a restriction on the district's right to take appropriate disciplinary action for teacher misconduct or poor performance without prior resort to either an Awareness Phase or an Assistance Phase.

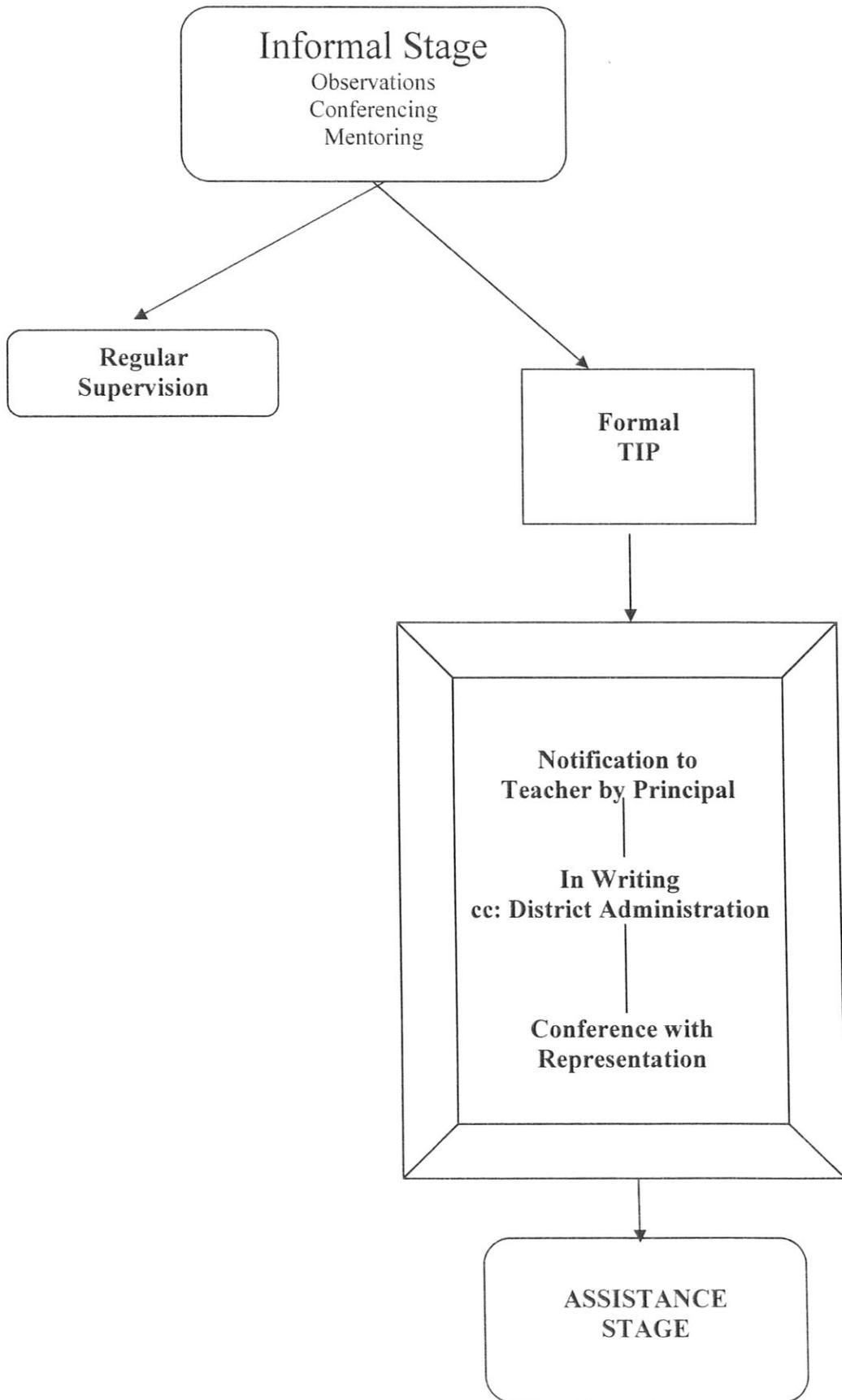
Included in the Teacher Improvement Plan packet are sample forms for documentation and implementation of Teacher Improvement Plans. It is recommended that the forms be utilized as they best suit particular building and/or individual teacher needs.

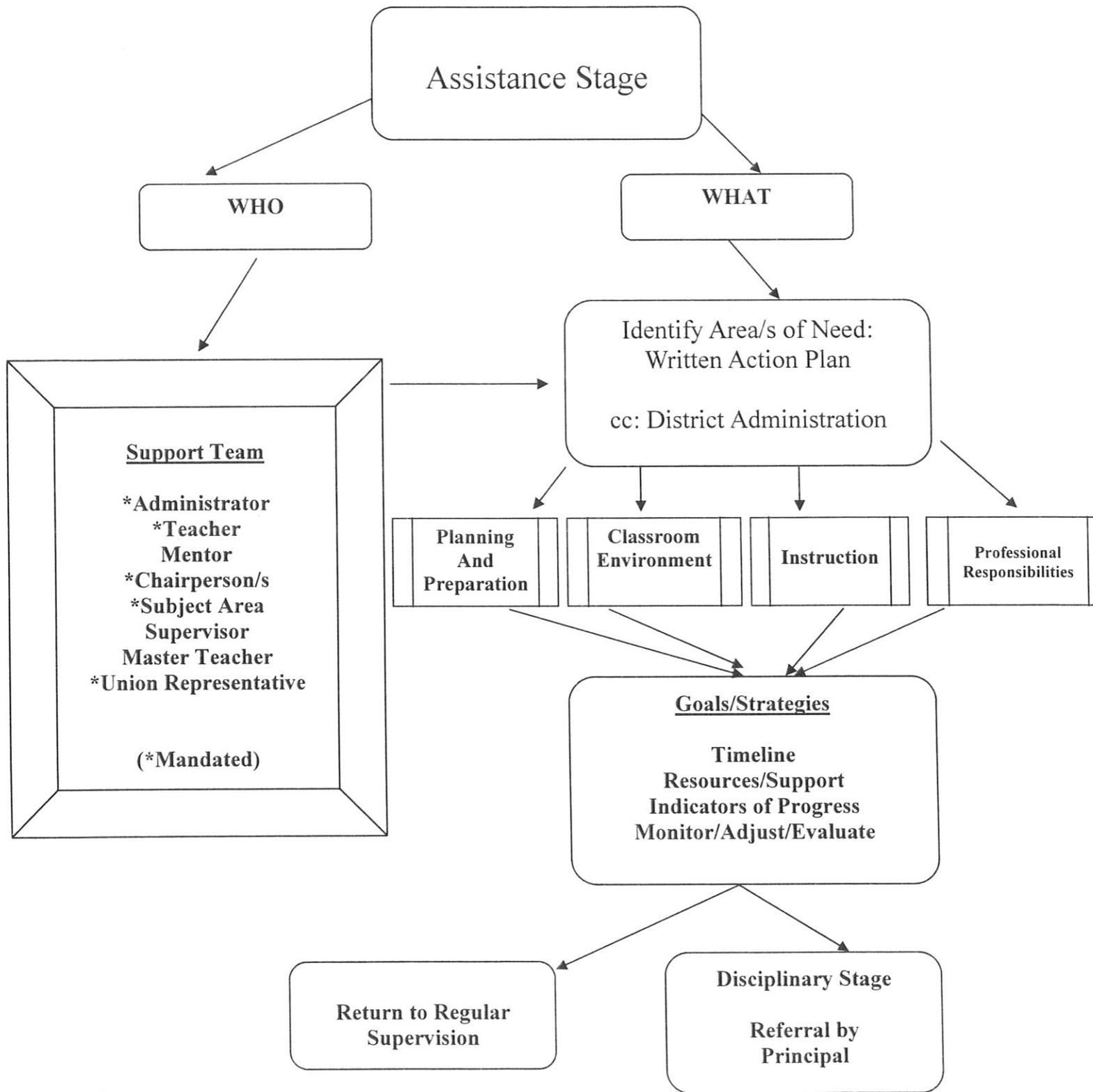
PROFESSIONAL COMPETENCY DOMAINS

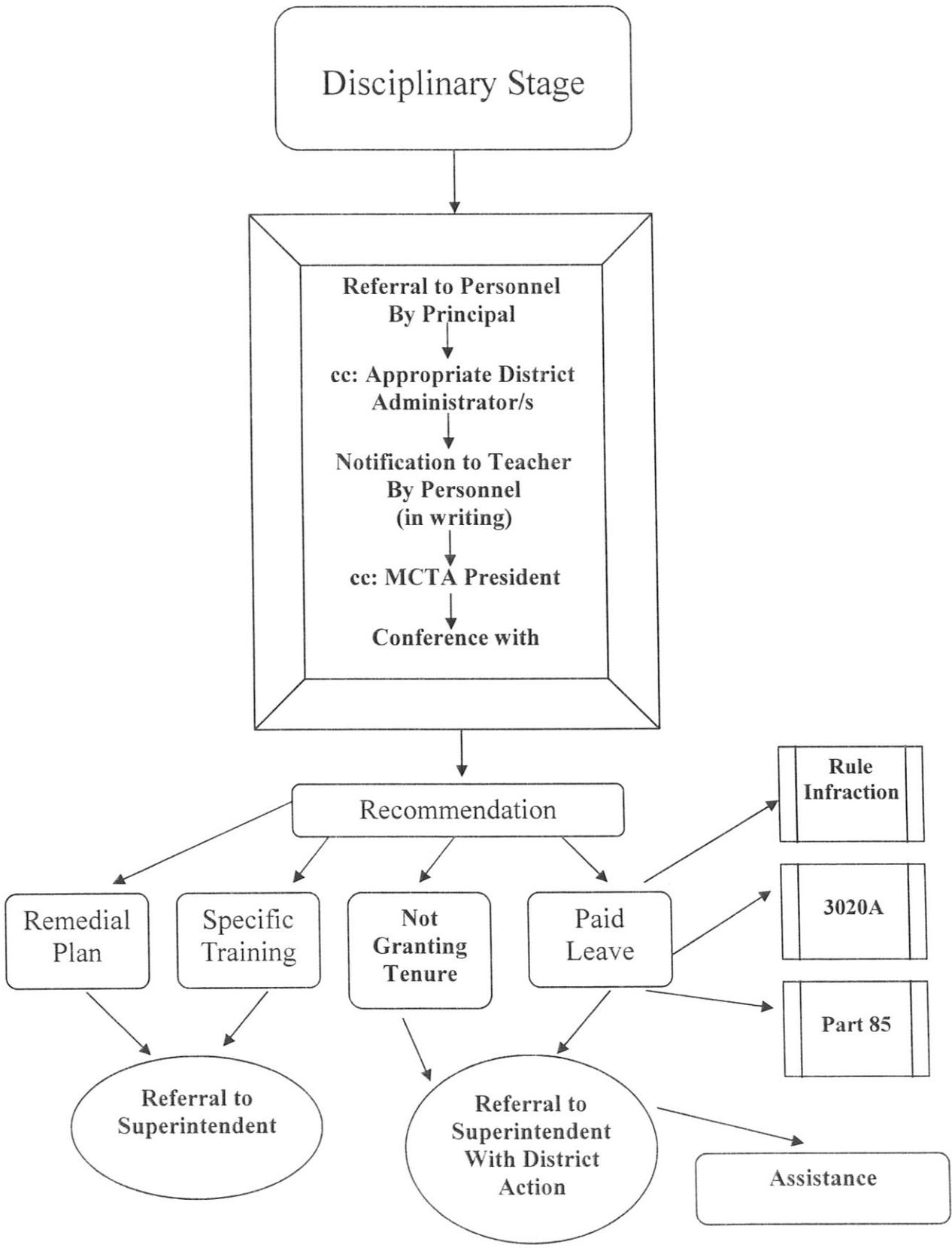
PLANNING AND PREPARATION
<ul style="list-style-type: none"> * Demonstrating Knowledge of Subject Matter and Pedagogy (the art and science of teaching) * Demonstrating Knowledge of Students * Selecting Instructional Goals * Demonstrating Knowledge of Resources * Designing Coherent Instruction Assessing Student Learning
THE CLASSROOM ENVIRONMENT
<ul style="list-style-type: none"> * Creating an Environment of Respect and Rapport Establishing a Culture for Learning * Managing Classroom Procedures * Managing Student Behavior Organizing Learning Environment
INSTRUCTION
<ul style="list-style-type: none"> Communicating Clearly and Accurately Using Questioning and Discussion Techniques * Engaging Students in Learning Providing Feedback to Students * Demonstrating Flexibility and Responsiveness
PROFESSIONAL RESPONSIBILITIES
<ul style="list-style-type: none"> Reflecting on Teaching * Maintaining Accurate Records * Communicating with Families * Contributing to the School and District Growing and Developing Professionally Utilizing Technology

*Core Competencies

(Adapted from Teacher Evaluation to Enhance Professional Practice by Charlotte Danielson and Thomas L. McGreal)







APPENDIX J-10

MIDDLE COUNTRY CENTRAL SCHOOL DISTRICT INTERSCHOLASTIC COACHING EVALUATION

Coach's Name _____ School and Position _____

The evaluation of interscholastic coaches is based upon the criteria set forth below. Judgments are made following opportunities to observe coaches directly in the performance of their duties and review the effectiveness of instruction and program administration.

1 – Exceeds Expectations 2 – Satisfactory 3 – Needs Improvement 4 – Unsatisfactory 5- N/A

I. COACHING ACCOUNTABILITY

_____ Submits reports and records such as permission forms, rosters, injury reports, end-of-season summary, rating cards, Scholar/Athlete application, etc... in a punctual and accurate manner.

_____ Maintains supervision of athletes in the locker room, and at practice and games.

_____ Schedules practices daily (5/6 days) at the allotted time except when prohibited by legal holidays, religious observance, weather, faculty meetings, etc...

_____ Adheres to and enforces the policies set forth by the Middle Country CSD.

_____ Attends all mandatory program, district and Section XI coaches' meetings.

_____ Aids in the creation of the budget and its implementation.

_____ Manages the distribution, collection and inventory of uniforms and equipment.

_____ Follows the policies, rules and regulations governing the sport.

_____ Maintains certification in first aid, CPR and AED.

_____ Provides a safe environment for athletes.

_____ Assists in the recruitment, interview and recommendation of coaching staff.

II. THEORY AND TECHNIQUES OF COACHING

_____ Implements sound practice sessions.

_____ Demonstrates the ability to teach fundamentals.

_____ Demonstrates knowledge of sport through sound game organization and strategy.

_____ Is able to identify, evaluate and develop athletic potential.

_____ Maintains discipline of athletes.

_____ Develops team cohesion and morale.

_____ Pursues self-improvement opportunities.

_____ Utilizes coaching staff appropriately.

MIDDLE COUNTRY CENTRAL SCHOOL DISTRICT INTERSCHOLASTIC COACHING EVALUATION

III. COACHING DEMEANOR

- _____ Is a positive role model.
- _____ Promotes respect by example through appearance, manners, behavior, language, and conduct during practices and contests.
- _____ Encourages sportsmanship through direction and example.
- _____ Is genuinely interested in working with young people, is fair, and demonstrates a positive rapport with athletes.
- _____ Exercises good judgment in relating to officials, parents, players, opponents, and fans.
- _____ Is able to effectively motivate athletes.
- _____ Exercises individual athlete and team discipline and control.
- _____ Shows commitment to the sport and to development of the program.

IV. PROFESSIONAL COMMUNICATION SKILLS

- _____ Maintains good communication with the Director of Athletics, District Administration and building administrators.
- _____ Provides leadership and works cooperatively with middle school and junior varsity coaches to develop a coordinated program.
- _____ Communicates effectively with assistant coaches.
- _____ Assists student athletes with the college application process.
- _____ Establishes open and respectful communication with faculty and staff.
- _____ Cooperates with buildings and grounds staff.
- _____ Displays loyalty to the overall program.
- _____ Ensures good public relations through promotion of program.

Overall Evaluation

- Exceeds Expectation Satisfactory Needs Improvement Unsatisfactory

ATHLETIC DIRECTOR'S COMMENTS:

COACH'S COMMENTS:

Athletic Director Date

Coach Evaluated Date

Head Varsity Coach Date

APPENDIX "K"
RETIREMENT INCENTIVE CONTRACT

Contract entered into between _____ and the Middle Country Central School District this ____ day of _____, 20__.

WHEREAS, the District recognizes the long service of _____.

WHEREAS, after careful consideration _____ has submitted an irrevocable letter of retirement and retired from his/her position as a teacher in the District, pursuant to the "retirement incentive" provision of Paragraph 134 of the 2020-2025 collective bargaining agreement between the District and Middle Country Teachers Association. _____ certifies that he/she has carefully reviewed all applicable provisions of the retirement incentive and has had ample opportunity to consider his/her alternatives, including the opportunity to confer with counsel.

_____ states that he/she has freely entered into the retirement incentive and has not in any way been coerced or encouraged to participate in the incentive. _____ waives all claims of discrimination including but not limited to those based on age, against the District or Middle Country Teachers Association by entering into this contract.

The District recognizes its obligation to contribute one hundred percent (100%) of the health insurance premiums for family or individual, whichever is applicable for the life of _____.

Employee

Superintendent of Schools

Date

Date

APPENDIX L

Temporary Coaching License

A temporary coaching license is issued based on employment as a coach in a school where a certified and qualified coach is not available, at the request of the district and based upon completion of approved pre-service or in-service courses. A certified individual is not issued a temporary coaching license and should contact the athletic director of the school at which there is a vacancy for further information.

The requirements for a temporary coaching license follows:

1. An initial temporary coaching license requires completion of CPR and one of the following first aid courses: First Aid: Responding to Emergencies, or Sports Injury: Emergency First Aid Care and Prevention (given by American Red Cross); First Aid for Coaches; or a first aid course approved by the Division of Physical Education.
2. The first renewal of a temporary coaching license requires enrollment in or completion of an approved course in Philosophy, Principles and Organization of Athletics. The course must be completed before the license can be renewed.
3. For the first or second license, submit Department copy of "Certification of Completion" confirming two hours of coursework or training regarding the identification and reporting of suspected child abuse or maltreatment. Such training must be taken from an institution of higher education that has a New York State approved teacher education program or from a provider that has been approved by the Post-Licensure Unit of the Office of the Professions, State Education Department. A list of providers is available at your local library; for distance learning, see "Informational Memoranda."
4. Within three years of the first temporary licensure as a coach the applicant must complete additional approved pre-service or in-service courses:
 - A. Health Science Applied to Coaching.
 - B. Theories and Techniques of Coaching the Sport (to be coached).

For non-strenuous/non-contact sports, only courses described in #1, #2 and #3 are required. Approved coursework may be taken at registered New York colleges or universities, through Boards of Cooperative Educational Services, local school districts, and various athletic associations.

Public school districts, where certified and qualified coaches are not available, must submit applications for temporary coaching licenses in a timely manner, as coaches must be licensed before the beginning of the specific coaching season. Copies of the documentation of requirement completion must accompany each application, along with the fee required by law; and the application must be completed in full. Otherwise, a delay in the receipt of these materials could prevent processing the application before the season commences.

Summary of the Coaching Regulations

Persons Who May Coach in New York State Secondary Schools and the Requirements for Each

1. Physical Education Teachers

Sports they may coach: Any sport in any school.

Requirements:

- New York State provisional or permanent certificate to teach physical education.
- First Aid current prior to start of the season.

2. Classroom Teachers

Sports they may coach: Those starting coaching prior to September 1, 1974 may coach any sport in any school in which they are currently teaching. Those starting coaching after September 1, 1974 must meet the requirements below.

Requirements: Prior to September 1, 1974

- New York State permanent or provisional teaching certificate.
- First Aid current prior to start of season.
- Complete an approved course on Philosophy, Principles and Organization of Athletics in Education before the start of the third season in the same sport.
- For strenuous/contact sports, complete approved courses on Health Sciences Applied to Coaching and Coaching Techniques: (specific sport) before the start of the fourth season in the same sport (note: this can be extended to the start of the sixth season with State Education Department approval).
- All courses are to be completed within three years of the initial appointment unless an extension has been approved by the State Education Department.

3. Non-Teacher Certified Persons

Sports they may coach: Any sport in any school for which they qualify.

Requirements:

- No certified teachers available with appropriate experience and qualifications.
- First Aid current prior to start of season.
- Current Temporary Coaching License from the Division of Teacher Certification (re-issued each year).
- Complete or be enrolled in an approved course on Philosophy, Principles and Organization of Athletics in Education before the start of the third season the same sport.
- For strenuous/contact sports, complete or be enrolled in approved courses on Health Sciences Applied to Coaching and Coaching Techniques (specific sport) before the start of the third season in the same sport (note: no provisions for extensions).

APPENDIX L

MIDDLE COUNTRY CENTRAL SCHOOL DISTRICT PUPIL PERSONNEL SERVICES HEALTH, PHYSICAL EDUCATION AND ATHLETIC OFFICE

PROCEDURE FOR APPOINTMENT OF COACHES

- I. A coach must qualify first under New York State Commissioners' Regulations. (Attached)

- II. District Staff/Coaches
 - A. Personnel News Notes (PNN) notices will go out to district staff:
 - B. After review of such notices, the following will occur.
 1. An incumbent district coach with at least satisfactory prior season evaluation will be offered the coaching position.
 2. The District has the sole discretion as to whether to consider an application of an incumbent coach with an unsatisfactory prior season evaluation, which exercise of discretion shall not be subject to grievance or other challenge. Selection will be based on certification, qualification and prior coaching evaluation (if available).
 3. The District has the sole discretion as to whether to consider an application of an incumbent coach with an unsatisfactory prior season evaluation, which exercise of discretion shall not be subject to grievance or other challenge. If appointed, the Athletic Director will designate, in writing, the conditions under which the appointment will be made based on prior circumstances. The Athletic Director will also observe the coach throughout that sport season.
 4. If there is no district incumbent and one or more applicant(s) applies through the PNN process, all applicants will be interviewed.
 5. Should there be no PNN applicants, certified and qualified coaches from outside the district will be sought and will be interviewed and considered.

- III. Non-District Coaches
 - A. Non-District Incumbent Coaches with Four (4) Years Experience or More
 1. These non-district incumbents will be entitled to complete a PNN for that coaching position and will interview under the same circumstances as outlined in II/B/4 and IV.

APPENDIX L

- B. Non-District Incumbent Coaches with Less Than Four (4) Years Experience
 - 1. These non-district incumbents will not be invited to interview for a coaching position until the procedure outlined in II and III/A above has been exhausted.
 - 2. Should there be no PNN applicants, these non-district incumbents will be interviewed and considered as new non-district coaches.
 - C. New Non-District Coaches
 - 1. Should there be no PNN applicants, certified and qualified coaches from outside the district will be sought and will be interviewed and considered.
- IV. The Interview Process
- A. An interview committee shall be comprised of the Building Principal, the Athletic Director, the Building Physical Education Chairperson and the Varsity Coach where applicable.
 - B. A standardized interview protocol for all interviewees will be used.
 - C. Recommendation for appointment based on certification and qualification shall be made to the Board of Education for approval.

**MIDDLE COUNTRY CENTRAL SCHOOL DISTRICT
AT CENTEREACH, NY 11720**

APPENDIX M

ADMINISTRATIVE GUIDELINES

CLASS COVERAGE

Clause 69

Unpaid Coverage

- 1) The District will make every attempt to obtain a substitute.
- 2) The use of substitutes will be maximized.
- 3) The use of staff (eg. teaching assistants) will be maximized. This use shall not be at the expense of their program/s.
- 4) Teachers may be assigned up to a maximum of ten (10) coverages per year of an absent teacher's class.
- 5) This assignment can be made during the teacher's unassigned or duty periods, only.
- 6) Every effort must be made to assign coverages so as to average no more than one per month per teacher.
- 7) Building committees consisting of an equal number of administrators selected by the district and teachers selected by the association, will be formed when necessary. These committees will develop building level procedures consistent with district class coverage procedures. When changes or updates are needed, either the district or the association may request them.

Paid Coverage

- 1) A list of volunteers will be established at the beginning of each school year for paid coverages. Additional teachers can be added to the list at any time.
- 2) After a teacher has completed ten (10) unpaid class coverages, he/she must be paid.
- 3) All coverages to replace teachers who are not absent from school (eg. CSE meetings, field trips) are paid.
- 4) Volunteers will be asked to do paid coverages before those people who do not volunteer.

APPENDIX 0

GUIDELINES FOR COURSE APPROVAL FOR MOVEMENT FROM MA+75 TO MA+90

The Superintendent will review all courses submitted for movement for MA+75 to MA+90

Approval will be awarded for courses which:

- 1) Are aligned with District approved curriculum standards; and/or**
- 2) Are aligned with the District approved goals of the Professional Development Plan; and/or**
- 3) Are consistent with the Strategic Plan Draft Mission Statement and Strategic Objectives.**

APPENDIX P

403b AGREEMENT

THIS AGREEMENT entered into as of the 16th day of May, 2013, by and between Middle Country Central School District (“Employer”) and the Middle Country Teachers (“Association”) does hereby amend the terms and of the existing collective bargaining agreement (“CBA”) that governs the employment relationship between the Employer and Association, as follows:

Effective May 16, 2013, the Employer and Association agree to the following:

1. **No Cash Option:** No employee may receive cash in lieu of or as an alternative to any of the Employer’s Non-elective Contribution described herein.
2. **Contribution Limitations:** The maximum Employer Non-elective Contribution shall not cause an employee’s 403(b) accounts to exceed the applicable contribution limit under Section 415(c)(1) of the Code, as adjusted for cost-of-living increases. For Employer Non-elective Contributions made post-employment to former 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 an Employer Non-elective Contribution referenced in Paragraphs 8 and/or 9 of this MOA exceeds the applicable Contribution Limits, the excess amount shall be handled by the Employer as follows:

- A. For all members in the New York State Teachers’ Retirement System (“TRS”) with a membership date before June 17, 1971¹ 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 which payment shall be made by no later than thirty (30) days from the employee’s effective retirement date. 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

¹ **Explanation for TRS Categories:** Under Education Law §501(11)(a), the calculation of a pre-June 17, 1971 TRS Tier 1 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 a 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 Non-Tier I 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 to the Non-Tier I TRS member.

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, 1971, 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*. 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 Contribution shall not exceed the maximum amount permitted under the Code), and in January of each subsequent 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*.

3. 403(b) Accounts: Upon receipt from the Employer of information detailing the amount of each eligible employee's 403(b) elective contribution, ~~ING~~ ^{VOYA} Life insurance and Annuity Company ("ILIAC") will provide the calculation of the amount of the Employer Non-elective contribution under this MOA for each such employee in order that Contribution Limits under Section 415(c) of the Code are not exceeded. The Employer Non-Elective contributions shall be deposited, in the name of the employee, with ILIAC without any charge, fee or expense being assessed by ILIAC upon the Employer. Each affected employee shall then choose to either keep the Employer Non-Elective Contribution with ILIAC or to transfer it to the employee's designated 403(b) Provider.

4. Tier I Adjustments: Tier I members with membership dates prior to June 17, 1971, the Employer Non-elective Contribution hereunder will be reported as non-regular compensation to the New York State Teachers' Retirement System.

5. 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.

6. 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*. ILIAC agrees to provide the Employer with a hold harmless agreement. The hold harmless agreement is attached and is incorporated herein by reference.

7. The Employer 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.

* VOYA Financial - formally ING Life insurance and Annuity Company ("ILIAC")
formerly



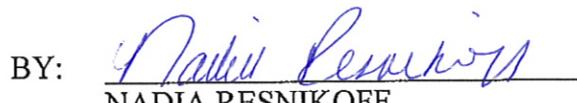
8. Articles 134 and 135 of the Collective Bargaining Agreement between the Employer and the Association shall provide that any and all amounts referenced in either Article, and which are to be received by any eligible unit member, shall be made by the Employer on behalf of each eligible unit member as a non-elective Employer contribution (in lieu of a cash compensation) in accordance with the terms of this Memorandum of Agreement. This Agreement shall remain in effect for as long as permissible pursuant to the appropriate provisions of the Internal Revenue Code or until such time as renegotiated between the parties.

9. The Middle Country Central School District makes no representation that the Non-elective Employer Contribution referred to herein will have any effect upon any employee's final average salary or ultimate retirement pension.

MIDDLE COUNTRY CENTRAL
SCHOOL DISTRICT

MIDDLE COUNTRY
TEACHERS' ASSOCIATION

BY: 
KAREN LESSLER
President, Board of Education

BY: 
NADIA RESNIKOFF
President

Dated: ^{May} ~~April~~ 16, 2013

Dated: ^{May} ~~April~~ 16 2013

APPENDIX Q

MEMORANDUM OF AGREEMENT

WHEREAS the District and the Association have negotiated in good faith a New Teacher Mentoring Program and

WHEREAS the District and the Association have reviewed the contents of this agreement and have indicated in an appropriate place its agreement thereto, and

WHEREAS the District and Association have complied with the Commissioner's Regulation 100.2(dd)

IT IS HEREBY AGREED as follows:

I. - Selection of Mentors

A – A Mentor Selection Committee (“MSC”) will be established consisting of 3 administrators appointed by the Superintendent and 4 teachers appointed by the President of the MCTA. There shall be an MSC chairperson who will be elected by the MSC. The MSC will develop a method and instrument(s) to be used in seeking volunteers for the mentor positions and in gathering the information necessary for making selections.

Information regarding the M/I Program will be sent to all teachers. Teachers interested in serving as mentors will complete an application form. The forms will then be submitted to the MSC. The MSC will review the application, supporting documentation, and determine eligibility according to established criteria. Mentors will meet all qualifications listed on page 7 of the Competitive Grant Application. The application form will request documentation in each specified area listed below:

- The area in which the applicant is permanently certified and licensed.
- The number of years of service in teaching in each area in which the applicant has taught.
- A mastery of pedagogical and subject matter skills.
- Superior teaching abilities.
- Superior interpersonal relationship qualities.
- A willingness to participate, voluntarily, as a mentor.

In addition to the application form, the applicant will supply:

- Two letters of recommendation from colleagues.
- A short personal essay explaining why he/she is interested in being a mentor.

The MSC will also consider the following criteria in the selection of mentors:

- Qualifications established by the State Education Dept.
- Tenure in the area to be mentored.
- Previous experience in supervising student teachers.

- Leadership qualities.
- Experience with direct instruction
- Expertise in the subject area.
- Organizational skills.
- Ability to suspend absolute judgments.
- Professional background.
- Years of experience in teaching.
- Knowledge of local policies and procedures.
- Excellence in teaching.
- Good lesson planning skills.
- Knowledge of effective teaching skills.
- Knowledge of the relevant curriculum.
- High regard among colleagues.
- Professionalism.
- Positive attitude toward professional growth.
- Knowledge of new learning standards.
- Expertise in a variety of assessment techniques.

The MSC may establish other criteria for service as a mentor as it sees fit. Upon reviewing all applications, the MSC will select applicants for interviewing that best meet the established criteria. The following general areas will be addressed in the interview:

- Education: course work, training in relation to mentoring skills, staff development.
- Knowledge: learning and motivational theory, instructional methods, curriculum development.
- Classroom expertise: planning, presentation, management.
- Experience: how long, quality, professional growth.
- Interpersonal skills: judgment, tact, logic, reasoning.
- Communication skills: clarity, fluency, comprehension, persuasiveness.

The final pool of mentors will be established in the manner indicated below.

MCTA members and individuals from outside the MCTA will be considered as part of the pool of candidates to be selected as mentors and shall be considered in accordance with the criteria set forth below. Simultaneous consideration of MCTA members and those who are not members of the MCTA will sunset on June 30, 2006. At that time, the parties will discuss whether this shall continue. If there is an agreement to do so, that will be confirmed in writing. If the parties are not in agreement, then no selection of a mentor will be made until a new agreement with regard to this issue is reached.

Each applicant interviewed will be rated on a scale of one to five (1 to 5) in the areas established above. Each individual member of the MSC will score each candidate. The scores will be averaged in each category. The applicants will then

be placed on the list in rank order based on their average scores. Candidates not selected will be eliminated.

The MSC will promulgate a list of those teachers it has selected to be eligible to serve as mentors including the area in which they are eligible in the summer prior to the school year. Mentors may be selected at a later date due to extenuating circumstances such as hiring done during the summer.

B – Mentors and interns will be paired in the following manner.

The MSC will be given a list of interns. The MSC will select a mentor from the mentor list who is permanently certified in the same area as the intern, from the same building, content area or grade level, insofar as is possible. The personalities of mentor and intern must be suited to each other. This will be done by reviewing the list of mentors in the order they appear on the ranking sheet until a suitable match is made. One mentor will be assigned to one intern.

The MSC will make recommendations to the Superintendent in regard to the assignment of a particular mentor to a particular intern. If the Superintendent does not appoint the person recommended by the MSC, he/she will provide the reasons why he/she did not to the MSC and request another recommendation.

Building principals shall have the right to make input concerning an individual as a mentor in his/her building. The MSC will consider this input before appointing any mentor to a particular building. This input may be written and/or oral to the MSC.

II – Role of the Mentor

A – The role of the mentor will be to guide and support the intern to whom he/she is assigned. The mentor's role will be advisory and confidential. The mentor will not provide, nor be asked to provide, any information in regard to the performance of the intern to whom he/she is assigned, to any person other than said intern. The mentor may not reveal such information whether positive or negative, to anyone other than the intern to whom he/she is assigned. The mentor/intern relationship shall not limit nor supplant the authority of the district to supervise or evaluate the performance of interns.

B – The role of the mentor will not be confused with that of an administrator or supervisor. The mentor must act in a purely advisory capacity. In order to insure separation of these positions, the criteria indicated below will be established:

- An administrator will not initiate a discussion of an intern with a mentor
- A mentor will not initiate a discussion of an intern with the intern's administrator.
- Mentors will not be evaluated by supervisors/administrators as mentors. A mentor's role, as mentor, will not be mentioned in his/her end-of-year

evaluation. A mentor will not write or assist in the writing of an intern's observation or end-of-year evaluation. In addition, the mentor will not write or assist in the writing of any response to such documents.

C – The duties and responsibilities of a mentor are numerous, as the mentor is responsible for providing the basic training program of internship, adapted for a specific intern's needs and strengths. The mentor must help with day to day problems, address the intern's expressed needs, and address the needs determined by the mentor. Also classroom observations of the intern by the mentor and mentor by intern must be arranged regularly. In addition, the mentor should coordinate activities which will make use of colleagues who are willing to share expertise through demonstration or direction.

In addition, the mentor should assist and advise the intern in developing to his/her fullest potential in the areas of planning, instructional techniques, classroom management, student evaluation, District and State learning standards, assessments, and parent conferencing.

The mentor should also provide guidance and coaching in the following areas:

- Familiarization with the school building, building duties and procedures.
- Introduction of the intern to building staff and faculty.
- Collecting and disseminating or locating materials and resources for use by the intern.
- Communicating with colleagues and administrators.
- Emotional support.
- Consultation concerning professional growth.
- Planning lessons, reviewing materials, and deciding on teaching strategies.
- Setting and planning long term goals.
- Discussing parent conferences.
- Attending professional workshops and conferences.
- Discussing the needs of specific students.
- Attending faculty meetings, union meetings, PTA meetings, etc.
- Studying services and benefits available to teachers.
- Discussing student evaluations and grading systems.

III – Compensation

Members of the bargaining unit selected by the mentor selection committee to participate as mentors in the New Teacher Academy to participate in mentor training or any other mentor-related activity outside of the school day shall be compensated at the following hourly rate:

05-06 - \$38.
06-07 - \$39.
07-08 - \$40.
08-09 - \$41.

IV – Role of the principal

In addition to all of the aforementioned aspects of the role of the principals and other administrators in this M/I Program, the following involvement could occur:

- Support the mentor/intern pairs in their buildings.
- Provide resources for mentors and interns.
- Facilitate the scheduling of mentors, interns, and substitutes.
- Participate in training opportunities.
- A good faith effort will be made to schedule common planning. Common planning time, as set forth herein, shall mean professional development time.

V – Interns

A – The process for selecting interns will include all teachers, as interns, who meet the definition and requirements of the New York State MTIP and/or Commissioner’s Regulation 100.2(dd). Teachers mentored under the New York State MTIP will be deemed to have fulfilled the requirement of this Regulation. The parties to this Agreement will work cooperatively to maximize the extent to which “interns” can receive mentoring through the MTIP.

B – The duties and responsibilities of the intern will include:

- Observation of the mentor teacher.
- Discussions with the mentor teacher (preferably on a daily basis).
- Visits to other classrooms within the same department, grade level, special area.
- Attending workshops provided by the district through the MCTC or Superintendent’s Conference days.
- Following up on recommendations made by the mentor, program co-coordinators, or the MSC.
- Completing all paperwork in a timely manner as designated by the district.
- When practical, meeting with other interns to share experiences.

In order to meet and fulfill their responsibilities and duties, the interns will receive training in the following areas:

- Teaching strategies.
- Classroom management.
- Classroom discipline.
- Organizing the school day.
- Presentation of subject matter.
- Communication skills.
- Parent/teacher conferencing.

Most of this training will come from a combination of mentor instruction, attendance at workshops and conferences, observations and visitations, and through the appropriate literature available at the MCTC.

Interns will have conferences arranged by the mentor with experienced teachers and opportunities to observe (master) teachers.

There will also be training offered in the areas of assertive discipline, effective teaching and management, implementation of the District and State learning standards, and how to construct an effective and appropriate assessment of students' skills and their mastery of subject matter.

Interns will be given the opportunity to meet their mentors prior to the opening of school but no later than the Superintendent's Conference Day on the first day of school. This will allow them to begin the process that will hopefully result in a successful working relationship. During this time, the interns will be able to initially address any concerns they may have about their schedule, classes, colleagues, school rules, etc.

One of the goals of this program is to enable interns to "spread their wings and fly" as the year progresses.

VI – Members of the bargaining unit, who are designated as "interns," shall receive District inservice credit at the rate of one (1) credit for every fifteen (15) hours to be used for horizontal credit on the teacher's salary schedule and shall have those inservice credits applied to the 175 hours required towards state certification.

All "interns" shall be required to complete the ER and D "Foundations" course (45 hours) and will receive District inservice credit at the rate of one (1) credit for every fifteen (15) hours to be used for horizontal credit on the teacher's salary schedule and said credit shall be applied to the 175 hour requirement towards state certification.

All "interns" shall be required to attend a total of two (2) hours of observation/evaluation workshops during faculty meetings as designated by the Principal to be scheduled in September, October or November.

One Hundred (100) hours will be required of the mentee during the year of mentoring, which hours shall include the forty-five (45) hours in the Foundations Course and the two (2) hours in faculty meetings as set forth herein. Members of the bargaining unit who are designated as "interns" shall receive District inservice credit at the rate of one (1) credit for every fifteen (15) hours to be used for horizontal credit on the teachers' salary schedule for mentor activities which occur outside of the workday. All mentor-intern activities for the intern will be applied to the one-hundred seventy-five (175) hours required towards state certification.

VII – Building committees consisting of a majority of teachers selected by the Association and administrators selected by the District will be formed to develop a building plan to allow for peer observation and implementation of the monthly mentor/intern checklist.

VIII – Program Evaluation

The evaluation of the M/I Program will be both formative and summative. The aforementioned evaluation will be completed in two ways. First, the project will utilize an external evaluator. This evaluator will oversee the format of the formative evaluation and be responsible for the summative evaluation. To complete these tasks, the external evaluator will collect data, review information, and make recommendations. Second, internal evaluation will provide data through surveys and reports. Information derived from the aforementioned procedures will be examined by all participants of the program to determine areas of improvement.

The evaluation plan is designed to measure the extent that the project personnel accomplished the stated objectives, make recommendations that might be helpful in future planning, and measure changes in intern attitudes and perceptions during the course of the program.

Accomplishment of the evaluation plan is approached through the creation of several questionnaires that will be administered in a timely fashion to interns and mentors. Assessment strategies identified are as followed:

- Intern attitudes and perceptions toward teaching attributes will be measured monthly. Interns will be asked to complete the questionnaire at regular monthly meetings.
- First year teachers who are not interns will be asked to complete, on a pre-and post-basis, the questionnaire. These assessments will be made at the beginning and the end of each academic school year. These data will be used for control purposes. The data will be synthesized into three sections that are identified as follows:
 - 1 – monitoring of intern perceptions of ideal and self teaching attributes.
 - 2 – comparison of pre- and post-intern perceptions of ideal and self teaching attributes with a set of pre- and post-group responses.
 - 3 – assessment of intern perceptions of project administration and program effectiveness.

These responses will be recorded monthly and graphically displayed. The intent of these representations is to graphically, as well as statistically, capture and display “ideal” and “self” intern perceptions of selected teaching attributes.

IX – Program Management

A – The Middle Country M/I Program will be coordinated by program *co*-coordinators. One program co-coordinator will be appointed by the MCTA President and the other will be appointed by the Superintendent of Schools. The teacher program co-coordinator (TCC) will be paid a stipend, will be assigned 170 consecutive minutes of assignment time and will not be assigned duties of any kind, all of which will be funded through the MTIP grant. If there is no grant, the parties will meet to discuss the program coordinators.

The co-coordinators will perform the following functions:

- Act as a conduit for the dissemination of information within the district and to the community at large.
- Prepare mentors and interns for the various tasks to which they may be assigned.
- Facilitate the pairings of mentor and intern through meetings, strategy sessions, etc.
- Generally assist in facilitating smooth mentor/intern relationships
- Disseminate information to all parties concerned with the staff development aspect of the M/I program.
- Arrange for and monitor all professional activities in which the mentors and/or interns are involved.
- Consult with district representatives on all fiscal matters concerning the allocation of grant and/or of district monies toward mentoring activities.
- Coordinate staff development activities with the director of the MCTC.
- Be involved in any professional organizations appropriate to his/her role as co-coordinator.
- Act as official spokesperson for the Middle Country Mentor/Intern Program.
- Oversee the preparation of the annual budget.
- Assist in facilitating staff development opportunities for mentors and/or interns.
- Assist in facilitating out of district communications concerning the mentor/intern program.
- Assist in facilitating matters concerning the mentor/intern program within the district.

- Should a mentor, mentee, co-coordinator, administrator or MCTA member believe a visit to observe another district's mentoring program would be worthwhile, a request will be submitted to the Superintendent or his/her designee for consideration.

Middle Country Central School District

By: Karen Lessler, Pres.
Karen Lessler
President, Board of Education

Dated: December __, 2005

Middle Country Central School District

By: Leonard Adler
Leonard Adler
Superintendent of Schools

Dated: December 23, 2005

Middle Country Teachers' Association

By: Nadia Resnikoff
Nadia Resnikoff
President

Dated: December __, 2005

January 6, 2006

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INDEX	Numbers = Contract Clauses
403-b Agreement	134, Appendix P
ABA Program	56b
Coordinator	56b
Administrative Appointments	131
Interviews	131
After School	110c
Regents	110c
Study Session - Middle School	110c
Study Session - High School	110c
Alternative/P.M. School	165 - 168
APPR	117, Appendix J
Appendices	
APPR	Appendix J
Class Coverage: unpaid, paid	Appendix M
Coaches Pay Schedule	Appendix B
Coaches: Procedure for Appointment	Appendix L
Coaching Evaluation	Appendix J-10
Coaching Regulations	Appendix L
Commissioner's Regulations 200.6 - Special Education	Appendix G
Course Approval, MA+75 to MA+90	Appendix O
Extra Co-Curricular Pay Schedule	Appendix D
Health Insurance Rates	Appendix F
HEDI Rating Sheet	Appendix J-8
Mid-Year and End-Year Standards Report Form	Appendix J-3a
Mileage Reimbursement Form	Appendix E
Miscellaneous Pay Schedule	Appendix C
New Teacher Mentoring Program	Appendix Q
Observation Evaluation and Development Rubric	Appendix J-7
Observation Form: APPR evaluation	Appendix J-1a
Observation Form: guidance, social workers, speech, hearing impaired evaluation	Appendix J-1c
Observation Form: non-APPR evaluation	Appendix J-1b
Procedure for Appointment of Coaches	Appendix L
Retirement 403B Agreement	Appendix P
Retirement Incentive Contract	Appendix K
Salary Schedule	Appendix A
School Calendar	Appendix I

Scoring Methodology/Teacher Evaluation Conversion Scale	Appendix J-6
Sign in/Sign out sheet	Appendix H
Sub-Component Score Table	Appendix J-4
Teacher Determined Professional Development Form	Appendix J-2
Teacher Evaluation Report - guidance, social workers, speech, hearing impaired evaluation	Appendix J-3c
Teacher Evaluation Report - non APPR	Appendix J-3b
Teacher Improvement Plan (TIP)	Appendix J-9
Teacher Standards for Effectiveness Summary (Probationary)	Appendix J-5b
Teacher Standards for Effectiveness Summary (Tenured)	Appendix J-5a
Temporary Coaching License	Appendix L
Unified System of Teaching Evaluation	Appendix J
Association Days	127
Association Rights and Privileges	126 - 129
Athletic Trainer	63, Appendix C
Bereavement Days	79
Cafeteria Duty, Secondary	111
Calendar	115 - 116, Appendix I
Case Load - Guidance	108
Censorship	130
Chaperones	68, Appendix C
Child Care Leave	87 - 90
Class Coverage	69, Appendix M
Class Load	96 - 98, 100, 166
Alternative/P.M. School	166
Driver Education	97
English - High School	98
Lab Science	100
Music - Secondary	97
Physical Education - Secondary	97
Secondary	96
Class Size	93
Elementary	93
Special Education	105
Coaches	60 - 62, Appendix B, J-10, L
Coaching Regulations	Appendix L
Co-Curricular	138, 139
Co-Curricular Positions	64 - 67, Appendix C, D
Commissioner's Regulations - Special Education	Appendix G
Competitive Club Pay	Appendix D

Conferences	125
Contract Negotiations	4
Coordinator of Extended Day ABA Program	56b
Coordinator - Teacher	56a
Course Approval Guidelines	Appendix O
Courses, Graduate	51
Courses, In-Service	9, 50
Curricular Innovations	9 - 10
Curriculum Writing	169a
Deferred Compensation	45
Dental Insurance	73 - 74, Appendix F
Department Chairpersons	54
Differentials	59
Guidance	59
School Psychologists	59
Special Education	59
Disciplinary Proceedings	154
District Policies	164
Dues Deduction	156, 162
Duration	2
Duties	110
1/2 Duty Assignment	110a
Elementary Conditions	93 - 95, 103 - 104
Class Sizes	93
Elementary Teachers in the Middle School	93, 95, 99, 103
Elementary Music, Band	95b
Elimination of Position	132 - 133
Rights of Reassignment	132
English, High School	98
Evaluation	117, Appendix J
Extended Day ABA Program	56b
Extended School Year Program	153
Extended Sick Leave	78
Extension of the School Day	109
Extra Curricular Positions	64 - 67, Appendix C, D
Extra Co-Curricular Pay Schedule	Appendix C, D
Faculty Meetings	109
Fifths Disease	77
General Conditions	107 - 110, 112 - 116
Graduate Courses	51

Grievances	10 - 44
Appeal to Board of Education	41
Building Grievance	23, 25
Conference with Building Principal	30 - 34
Conference with Superintendent and/or Designee	35 - 40
Definitions	13 - 18
District-Wide	26
Individual Grievance	25
Procedures and Steps	25, 27 - 29, 44
Referral to Arbitrator	42 - 43
Standards and Principles	19 - 24
Guidance	108
Health Insurance	72, Appendix F
Retirees	134, Appendix K
Home Teaching	58, 185
In-Service Allowance	122 - 124
In-Service Courses	9, 50
In-Service Teaching	52 - 53
Indices	45 - 46, Appendix A
Insurance	72 - 75, Appendix F
Dental	73 - 74, Appendix F
Health	72, Appendix F
Life	75
Interviews - Administrative Positions	131
Involuntary Transfer	145 - 150
Jury Duty	85
Lab Science Teachers	100
Labor - Management Meetings	8
Leaves	
Bereavement Days	79
Child Care	87 - 90
Extended Sick	78
Jury Duty	85
Personal	77
Professional Days	80 - 84
Sick	77 - 78
Special	91
Unpaid	86
Length of Contract	2
Length of Day	92

Length of School Year	114
Life Insurance	75
Longevity Increments	47 - 48
Lunch - Elementary	69, 94
Lunch - Secondary	99, 102
Medicaid Filings	
Social Workers	178 - 184
Speech Pathologists	171 - 177
Meeting with Superintendent	8
Mentor/Intern Program	170, Appendix Q
Middle School Conditions for Elementary Teachers	93, 95, 99, 103
Middle School Conditions for Secondary Teachers	96 - 97, 99 - 102
Mileage Reimbursement Form	Appendix E
Military Service Credit	48 - 49
Mini Grants	118 - 120
Miscellaneous Extra Pay	63, Appendix C, D
Music/Band Teachers (Elementary)	95
Negotiations Procedure	4 - 6
New Teacher Mentoring	170, Appendix Q
No Strike Pledge	11
Non-District Coaches	Appendix L
Observation/Evaluation	117, Appendix J
Paid Class Coverage	Appendix M
Parent-Teacher Conferences	125
Part-Time Teacher / Definition	110a
Payroll Savings	155
Peace Corps	49
Personal Leave	77
Playoff Pay	Appendix B
Postings of Positions	137, 139, 141, 153, 167
Alternative/P.M. School	167
Athletic Activities	137
Co-Curricular Activities	139
Summer School/Extended Year	153
Teaching Positions	141
Preparation for Presentations, Supt. Conference Days	169b
Professional Assignment	136 - 137
Professional Days	80 - 84
Professional Development	104
Professional Development Fund	121

Professional Growth Work	169
Professional Period	104
Psychologists	123 - 124, 152
Reassignments	145 - 150
Recognition	1
Regents Support	110c
After School	110c
Regents Review	110c
Retiree Health Insurance	72, 134, Appendix K
Retirement Incentive	134, Appendices K, P
Compensation for Unused Days - Retirees	134
Retirement - Terminal Allowance	135, Appendix P
Salary	45, Appendix A
Alternative/P.M. School	165
Athletic Trainer	Appendix C
Chaperones	68, Appendix C
Class Coverage	69, Appendix M
Coaches	60, 62, Appendix B
Competitive Club Play	Appendix D
Coordinator of Extended Day ABA Program	56b
Course Approval, MA+75 to MA+90	Appendix O
Curriculum Writing	169
Department Chairpersons	54
Differentials	59
Extended Day ABA Program - Teachers	56b
Extra and Co-Curricular	64 - 66, Appendix C, D
Graduate Courses	51
Guidance Counselor	59
Home Teaching	58
Indices	45
In-Service Courses	50
In-Service Teaching	52 - 53
Longevity	47 - 48
Military Service	48 - 49
Miscellaneous Extra Pay	63, Appendix C, D
School Psychologists	59
Schedules	Appendix A
Social Workers	57, 183a
Special Education Teachers	59
Speech Pathologists	176a

Summer School/Extended Year	153
Superintendent's Conference Day Preparation	169b
Teacher-Coordinators	56a
Team Leaders	55
Travel	70, Appendix E
Saturday Regents Review	110c
School Calendar	115 - 116, Appendix I
School District Policy	164
School Year	114 - 116
Secondary Conditions	96 - 103
Sick Leave	77 - 78
Compensation for Unused Days - Retirees	134
Sign In/Sign Out Procedure	112
Sign In/Sign Out Sheet	Appendix H
Sixth Teaching Period	99, 101, 103
Social Workers	57, 178 - 184
Special Area Teachers	92, 95, 97, 113
Special Education Conditions	105 - 106, Appendix G
Special Leave	91
Speech Pathologists	171 - 177
Student Help	104b
Study Sessions - After School	110c
Substitutes for Special Areas	113
Summer Employment	151 - 152
Summer School	153
Superintendent Conference Days	129
Preparation for Presentations	169b
Taylor Law	7
Teacher Coordinators	56a
Teacher Determined PD Evaluation Report Form	Appendix J-2
Teacher Improvement Plan	Appendix J-9
Teacher Observation/Evaluation	117
Report Forms	Appendix J
APPR	117, Appendix J
Teachers' Day	92, 102 - 103
High School English	98
Lab Science	100
Secondary	99
Secondary Exceptions	101
Teachers on Special Assignment	110b

Team Leaders	55
Terminal Allowance	135
Transfers	140 - 150
Involuntary	145 - 150
Voluntary	140 - 144
Travel	70, 71
Reimbursement Form	Appendix E
Unassigned Time	
Elementary	94, 110
Secondary	102, 110
Unpaid Class Coverage	Appendix M
Unpaid Leave of Absence	86
Voluntary Transfer	140 - 144
Workers' Compensation	76