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Collective Bargaining Agreement



Between
Indian River Education Association (IREA)
and
Indian River Board of Education
July 1, 2004 – June 30, 2007

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

361

Important Dates for Unit Member Responsibilities:

Article 2: Grievance Procedure

- 10 school or 14 calendar days after grievant knew of events or conditions on which grievance is based
 - initial grievance meeting must be requested (informal submission)
- 20 school or 30 calendar days after grievant knew of events or conditions on which grievance is based
 - Submission of grievance to Superintendent (formal submission)

Article 3: Unit Member Rights

- Within fifteen (15) school days after receipt of written incident being placed in personnel file
 - Unit member must provide answer/response to written incident in file

Article 7: Professional Improvement

- October 15 – official college transcripts or grade cards due for first semester remuneration
- February 15 - official college transcripts or grade cards due for second semester remuneration

Article 8: Summer Sabbatical Program

- February 1 – application made to BOE

Article 9: Leaves

- July 15 - Sick bank application to the Clerk of the Board of Education
 - if a member wants to withdraw or a non-participating member wants to join
- 2 working days – advanced notification of a needed personal day

Article 10: Termination

- April 15 – unit members not intending to return must notify district of possibility if they wish to protect health insurance through the summer

Article 18: Lesson Planning, Evaluation & Counseling Memoranda

- Must date and initial observation report at time conference is held
- 3 school days after conference – signed observation form must be returned by unit member with any written response in order to have signed copy and response included in their personnel file

Article 21: Payroll & Deductions

- 3rd week in August, January and April – changes to Tax Deferred Annuities must be made.
 - First time enrollments may be made at any time during the year

Article 26: Miscellaneous Provisions

- July 1 – IREA must provide BOE with officer names and names of those who may receive legal papers

Appendix H: APPR

- Apprentice
 - April 15 or (week after first observation for 1st year teachers) - goal setting
 - Prior to June 1 (first year) or February 15 (other than first year) – self-evaluation
- Tenured
 - Between April 15 and first month of next school year – goal setting
 - Prior to February 15 – self evaluation

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RECOGNITION

The Indian River Central School Board of Education hereby recognizes the Indian River Education Association as the exclusive negotiating agent for the teachers and teaching assistants in such unit.

The Board and the Association recognize that the Board is the legally constituted body responsible for the determination of policies covering all aspects of the Indian River Central School District. The Board recognizes that it must operate in accordance with all statutory provisions of the State, and such other rules and regulations as are promulgated by the Commissioner of Education in accordance with such statutes. The Board cannot reduce, negotiate or delegate its legal responsibilities.

ARTICLE 1

PROFESSIONAL NEGOTIATIONS

A. *Negotiating Teams*

Designated representatives of the Superintendent of Schools will meet with representatives designated by the Association for the purpose of discussing and reaching mutually satisfactory agreements.

B. *Opening Negotiations*

Upon the request of either party for a meeting to open negotiations in the year the contract expires, not more than fifteen (15) days following the request a mutually acceptable meeting date shall be set. Such meeting shall be held on or before February 15 unless a delay is mutually agreed upon. The party requesting the first meeting will present all its proposals in detail at that meeting. The proposals will be in such detail and in the form that the proposing party wishes them to be written in the contract. At the second meeting the other party will respond in the same manner. The second meeting and all necessary subsequent meetings shall be called at times mutually agreed to by the parties.

C. *Negotiating Procedures*

1. Designated representatives of the Superintendent of Schools shall meet at such mutually agreed upon places and times with representatives of the Association for the purpose of affecting a free exchange of facts, opinions, proposals and counter proposals in an effort to reach mutual understanding and agreement. Both parties agree to conduct such negotiations in good faith and to deal openly and fairly with each other on all matters under negotiations. Following the initial meeting, such additional meetings shall be held as the parties may require reaching an understanding or until an impasse is reached. Meetings shall not exceed four hours, unless an extension of time is mutually agreed upon. Meetings shall be held at a time other than the regular school day.
2. If the parties have not reached agreement by April 1, either party may request the State Public Employment Relations Board to assist in resolving the dispute.
 - a. The Board, the Superintendent of Schools, and the Association, in accordance with reasonable request, agree to furnish all available information concerning financial resources of the district, allocations, and such other information pertinent to matters under negotiations.
 - b. During negotiations, the Board and the Association shall present relevant data, exchange points of view, make proposals and counter proposals. Both parties shall make available to each other for inspection all records pertinent to matters being negotiated. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiation. If either the Board or the Association invites an outside consultant to attend a negotiating meeting, advance notice will be given to the

other party. Neither party in any negotiations shall have any control over the selection of the negotiating team or negotiating representatives of the other party. While no final agreement shall be executed without ratification by the Association and the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals and reach compromises in the course of negotiations.

3. When the Board and Association reach a tentative agreement on individual items in the course of negotiations, a mutually acceptable statement on each item will be drafted by the chief spokesman for each party, and each will initial the draft as an indication of tentative agreement.

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

E. To avoid misunderstandings regarding contractual changes or changes involving mandatory terms and conditions of employment, the parties agree that any agreement to such change will be reduced to writing and signed by the Superintendent of Schools. The change will not (except in a case of necessity) be implemented until signed by the President of the Indian River Education Association.

If a bona-fide emergency requires an immediate change, the assent of the union will be negotiated as soon as possible.

ARTICLE 2

GRIEVANCE PROCEDURE

A. Purpose

It is the policy of the Board and the Association that all grievances be resolved informally or at the earliest possible stage of this grievance procedure. However, both parties recognize that the procedure must be available without any fear of discrimination because of its use. Informal settlements at any stage shall bind the immediate parties to the settlement, but shall not be precedents in a later grievance proceeding.

B. Definitions

1. A "grievance" is any alleged:
 - a. violation of this agreement or dispute with respect to its meaning or application, or
 - b. unilateral change of any term or condition of employment subject to mandatory negotiations.
2. A "unit member" is any person in the unit covered by this agreement.
3. An "aggrieved party" is:
 - a. the affected unit member or group of members who submit a grievance or on whose behalf it is submitted, and
 - b. the Indian River Education Association.
4. For the purpose of this Article, the "immediate supervisor" is the person who initiated the act being grieved. The immediate supervisor cannot be a member of the teacher's bargaining unit. The immediate supervisor can be, but is not limited to, the Building Principal, the Director of Health, Physical Education, Recreation and Athletics, or the Supervisor of Pupil Personnel Services/Special Education.

C. Submission of Grievances

1. Informal Submission: The aggrieved party must first attempt to resolve the grievance with the appropriate immediate supervisor. The initial meeting with the immediate supervisor shall be made orally by the grievant, in the company of a union representative if so elected by the grievant. Such meeting must take place within ten (10) school days or fourteen (14) calendar days, whichever is longer, after the grievant, knew of the events or conditions on which it is based. At such meeting the grievant, or the union representative shall explicitly notify the immediate supervisor that the meeting is in relation to a possible grievance. The immediate supervisor shall respond in writing within five (5) school days of such meeting; failure to respond within such time shall be deemed a denial of the grievance.

2. Formal Submission: If not resolved informally, the aggrieved party will provide the superintendent with information in writing which is required by Section C.3 below. Such submission shall be made within twenty (20) school days or thirty (30) calendar days, whichever is shorter, after the aggrieved knew of the events or conditions on which it is based.
3. Each grievance shall be submitted in writing to the Superintendent of Schools on a form approved by the Board and the Association and shall identify the aggrieved party, the provision(s) of this Agreement, or unilateral change as outlined in B.1.b. above, involved in the grievance, the time when and the place where the alleged events or conditions constituting the grievance existed, specific statement of the grievance, names of witnesses to the event known to the grievant, relevant documents and records in possession of the grievant or the IREA concerning the alleged grievance and the redress sought by the aggrieved party.
4. A grievance shall be deemed waived unless it is submitted within twenty (20) school days or thirty (30) calendar days, whichever is shorter, after the aggrieved party knew of the events or conditions on which it is based. If the events giving rise to the grievance occur between July 1 and August 31, the time for bringing the grievance will not begin until September 1, unless mutually agreed upon by the IREA President and the Superintendent of Schools.
5. In the event that during the course of its investigation of the grievance the District and/or the IREA discovers the names of witnesses to the grievance, or records or documents relative to the grievance, such party shall provide a copy of such names and/or information to the other party within ten (10) school days of obtaining such information.

D. Grievance Procedure

1. The immediate supervisor shall respond in writing to each grievance received. If an aggrieved party is not satisfied with the response of the immediate supervisor or if no response is received within five (5) school days after the submission of a grievance, such aggrieved party may submit a copy of the grievance to the Superintendent of Schools within five (5) school days after the response should have been received.
2. The Superintendent of Schools or his designated representative shall, upon request, confer with the aggrieved parties and/or a representative of the Association with respect to the grievance and shall deliver to the aggrieved party a written statement of his position with respect to it not later than ten (10) school days after it is received by him.
3. In the event that the immediate supervisor or the Superintendent meets with a witness who is a member of the IREA, such administrator shall advise the witness of his/her right to have an IREA representative present during such interview.

E. Arbitration

1. If the Association is not satisfied with the decision of the Superintendent of Schools it may pursue the grievance to arbitration by forwarding a Demand for Arbitration to the American Arbitration Association within fifteen (15) calendar days of receipt of the written decision. The parties will be bound by the rules of the American Arbitration Association.
2. The arbitrator's decision will be in writing and will set forth his findings, reasoning and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which violates the terms of this agreement. The decision of the arbitrator shall be binding.
3. The cost for the services of the arbitration will be shared equally by both parties to the dispute.
4. Submission of a grievance to arbitration shall automatically be a waiver of all other remedies or forums which otherwise could be available.
5. It shall be a condition precedent to arbitration that all persons reasonably known to be necessary (and willing to participate) for a full resolution of the dispute be parties to the arbitration.

ARTICLE 3

UNIT MEMBER RIGHTS

A. Member Rights

Members of this negotiating unit are insured the right to the following:

1. Join and participate in any representative organization which complies with Article 14, The Public Employees' Fair Employment Act, without reprisal from the Board of Education or any of its representatives.
2. Attend any regular or special Board of Education Meeting.
3. Receive an up-to-date copy of the negotiated contract or in the case of multiple-year agreement, a copy of pertinent revisions annually.
4. Any written laws, rules, regulations, or policies which are adopted following the effective date of this agreement which affect members in the exercise of their assigned duties will be forwarded as follows: nine (9) copies to the Association President: eight (8) copies for distribution to each of the building representatives, and one (1) copy to be retained by the Association President.)
5. Any written complaint made to supervisory personnel about a member will be reported to the member involved.

B. Personnel File

1. No material derogatory to a member's conduct, service, character, or personality shall be placed in the "official personnel file" maintained in the district office unless the member has had an opportunity to examine the material. A member will be considered to have had the opportunity to examine the material when either he or she has been shown the material in person or a copy has been sent by certified mail, return receipt requested, directed to the member's last address on file in the district office. When a member is shown the material in person, he/she shall acknowledge that he/she has examined such material by immediately affixing his/her signature on the actual copy to be filed with the understanding that such signature does not necessarily indicate agreement with its content. However, an incident which has not been reduced to writing by an administrator within sixty (60) days of its discovery or its occurrence, whichever is later, exclusive of the summer vacation period, may not later be added to the file.
2. The member shall have the right to answer, within fifteen (15) school days, any material filed, and his/her answer shall be attached to the file copy. Prior to the filing, the appropriate administrator shall acknowledge that he/she has examined such material by immediately affixing the date and his/her signature on the member's answer. Such signature does not necessarily indicate agreement with the member's reply. Inaccurate and/or incorrect material will be immediately removed from the file.

3. Upon the request by the member, he/she shall be permitted to examine material in his/her personnel file and have copies made. This shall be done by the member or by the member and his/her authorized representative at the district office during regular working hours that office is open. The right to examine and copy material in a "personnel file" does not include the right to examine and/or copy pre-employment recommendations or pre-employment evaluations.
4. Only material in the official personnel file may be used in any disciplinary action by the District. The only exception shall be where the material is relevant and where there is a reasonable explanation as to why such material was not included in the file previously; for example, when a single specific incident has just occurred and is the basis for the action taken.
5. No written material from a unit member's official personnel file shall be forwarded to a prospective employer without the member's permission. This is not intended to limit candid references requested of the District.
6. Any essential material requested from or by the employee for addition to their personnel file must be hand-delivered to the district office or sent via certified mail addressed to the superintendent.

C. *IREA Rights*

Indian River Education Association is insured the right to:

1. After coordinating with the Building Principal, hold meetings in the school buildings of the district whenever necessary, other than regular school hours.
2. Use duplicating facilities of the Indian River Central School District to reproduce whatever materials the Association finds necessary in the process of negotiations. The District must be reimbursed by the Association for all materials, supplies and personal services required during the process of negotiations. Facilities and equipment such as duplicating machines may be used without reimbursement provided there are no additional costs to the District. However, where there is added cost (such as Xerox copies or long distance telephone calls) the Association will reimburse the District for actual charges and expenses.
3. Information related to the district, its policies, or employees that is distributed by the IREA to IREA members, administration, parents, members of the Board of Education or other district-related personnel shall be clearly identified as material prepared and/or distributed by the IREA.
4. Receive, through its President, notice of Special Board of Education Meetings that would pertain to the welfare of the members.
5. Receive, through its President, copies of any correspondence to unit members that relate to initial assignment, salary, credit hours, degrees, salary step, certification, and any changes which thereafter occur.

ARTICLE 4

STUDENT DISCIPLINE AND UNIT MEMBER PROTECTION

The Board of Education shall save harmless and protect all members from financial loss arising out of any claim, demand, suit or judgment by reason of alleged negligence or other acts resulting in accidental bodily injury to any person, provided such member at the time of the accident or injury was acting in the discharge of duties within the scope of employment and/or under the direction of the Board of Education.

Further, the Board of Education shall provide an attorney or attorneys for, and pay for such attorneys' fees and expenses necessarily incurred in the defense of, a member in any civil or criminal action or proceeding arising out of the disciplinary action taken against any pupil of the District while in the discharge of assigned duties within the scope of his/her employment, provided the member shall, within ten (10) days of the time he/she is served with any summons, complaint, process, notice, demand or pleading, deliver the original or a copy thereof to the Board of Education (Sections 3023 and 3028 of the Education Law).

Whenever a member is absent from school as a result of a personal injury caused by an accident or an assault occurring in or directly related to the course of employment, he or she will be paid the full salary but will repay to the District the amount of Worker's Compensation, if there is any, for the period not to exceed sixty (60) days and no part of such absence will be charged to the individual's annual or accumulated sick leave.

After the first sixty (60) days, the Board of Education will pay to a member receiving Worker's Compensation, the difference between such Worker's Compensation payment and 75 percent of their regular salary for a period of time measured by the individual's accumulated sick leave but not to exceed sixty (60) days. Such amounts are in place of all other payments and shall not be deducted from sick leave. When this benefit has been exhausted, the individual may use sick leave.

ARTICLE 5

SCHOOL CALENDAR

- A. The instructional calendar for the Indian River Central School District will be no more than 186 days.
- B. The Superintendent's Conference Day shall be held no earlier than the Wednesday before Labor Day. All members are required to attend the day designated as Orientation Day and to remain until all official school business has been concluded.
- C. Wednesday prior to Thanksgiving
- If the BOCES calendar considers this a full workday, IREA members will be scheduled for ½ day of work,
 - If the BOCES calendar considers this a ½ day of work, IREA members will be scheduled for ½ day of work.
 - If the BOCES calendar considers this a vacation day, IREA members will not be required to work.
- D. All teachers are required to remain at their assigned stations through Regents Week.
- E. The work year for teaching assistants (excluding student mediation/safety) will be the same as the work year for teachers. Salaries will be annualized on that basis. Should a teaching assistant be called to act as a per diem substitute, (s)he shall be paid the higher of his/her regular teaching assistant rate of pay or the applicable per diem substitute Teacher rate of pay.
- F. Attendance at regularly scheduled faculty meetings is considered a professional responsibility of all members. Members will try to avoid scheduling any activity or appointment at a time that conflicts with a regularly scheduled faculty meeting. Absence from meetings may be granted at the discretion of the administrator involved.
- G. The school year shall be from September 1 to June 30.

ARTICLE 6

CURRICULUM DEVELOPMENT

A. Curriculum

Curriculum is an important phase in the educational development of our children. The Board of Education has the power to prescribe the courses of study, subject however, to certain statutory requirements. However, curriculum today is of such a nature that it demands that teachers play a major role in its development and implementation.

Consequently, it is recognized that the teachers of the Indian River Central School system should be given both the opportunity and the responsibility of helping to keep curricula of their school system updated and commensurate with changing times under the leadership of the supervisory and administrative personnel.

Summary minutes of committee meetings shall be prepared and distributed to committee members with one copy to the IREA President.

ARTICLE 7

PROFESSIONAL IMPROVEMENT

A. Graduate Study:

1. In order to receive credit in the salary program, graduate or undergraduate study must be approved in advance on a form supplied by the district office, except for courses in a pre-approved masters program necessary to maintain appropriate certification. Additional graduate study must be in the teacher's major field of assignment or meet specific certification requirements. The course must also be taken from an accredited college or university. Official college transcripts or grade cards verifying successful course completion must be submitted to the district office by October 15 for additional remuneration in the first semester and by February 15 for additional remuneration to begin in the second semester.
2. Tuition waiver cards (for sponsoring student teachers) shall be used only by members of this bargaining unit. Cards will be first offered to the teacher serving as the Master teacher, or his/her immediate family (spouse, child, parent, sibling), if such family member is a bargaining unit member. In the event that the card is not used by the member or a member of the teacher's immediate family, such cards will be distributed by a committee established by the IREA. Guidelines for the distribution of such cards by the committee shall be developed by the IREA and submitted to the Superintendent of Schools and the IREA President, for their mutual agreement. Such guidelines shall include at least consideration of the teachers' certification status and particular circumstances.

B. In-Service Credit:

The following areas will be considered for in-service credit:

1. In-service courses taught at local, State and supervisory district level. (This includes undergraduate courses.)
 - a. These in-service courses will be limited to a maximum of 24 credits in the first block of 60 credits.
 - b. In the event that a teacher has 24 hours of in-service credit, such teacher shall be eligible to obtain additional in-service hours but only for an in-service program designated by the District as a program for which such extra hours will be paid.
 - c. The following criteria will be used in considering in-service credit for courses taught at the local, State and district-sponsored levels:
 - i. 15 hours of work equals one hour in-service credit
 - ii. Attendance at classes is to be taken
 - iii. Absenteeism--A "cut" shall be defined as an hour of scheduled attendance.
Cuts allowed:
 1. 4 credit hours, 4 cuts allowed
 2. 3 credit hours, 3 cuts allowed
 3. 2 credit hours, 2 cuts allowed

4. 1 credit hour, 1 cut allowed
 5. (cuts in excess of above, and credits assigned to be at the discretion of the Superintendent of Schools)
2. Master Teachers (for sponsoring student teachers)
- Allowable in-service credits (master teacher, student teacher assignment)
- a. Limit of six (6) credits out of first 30 credits
 - b. Limit of six (6) credits out of second 30 credits amounting to a total of 12 credits of the first 60 credits
 - c. Each full-time student teacher assignment receives two (2) in-service credits
 - d. This in-service credit will be prorated in the event that the student teacher is assigned to more than one teacher

NOTE: Adjustments in salaries for extra credits will be made in the last paycheck in the months of November and March of each school year.

C. Attendance at Conferences:

1. Unit members desiring to attend conferences must submit requests on Board forms in writing to the Board of Education for approval. One copy will be retained by the building principal when forwarding the request to the district office. Following processing of such form, a copy will be returned to the unit member indicating whether the request was approved or denied.
2. Conference money for teachers and for teaching assistants will be approved to a limit of \$35,000, the sum of which shall not include literacy collaborative training activities. In addition, \$2,000 of such amount will be set aside for coaches' conferences.
3. Members approved for conference attendance must submit itemized statements of expenses substantiated by vouchers and limited to lodging, meals, registration fees and mileage. Mileage shall be the maximum non-taxable rate allowed by the Internal Revenue Service. Mileage will be back-charged to the District in the event that a District vehicle is used in connection with the conference attendance. Membership dues will not be allowed for reimbursement.
4. Upon request, unit members may be approved to attend conferences at their own expense.
5. Reports of conference requests and expenditures will be sent to the President of the IREA on or about September 1st, February 1st and July 1st of each year.

D. Professional Visitation Days

Professional personnel will be granted one (1) paid professional visitation day per year upon notice to the Building Principal at least 10 days in advance. Within five (5) school days of return a brief written report shall be submitted to the Building Principal. Upon application, the Superintendent of Schools may grant additional days.

ARTICLE 8

SUMMER SABBATICAL PROGRAM

- A. A summer sabbatical program will be provided to pay an eleventh and twelfth month salary (based on the previous year's salary) to partially defray the cost of graduate study undertaken by selected teachers. Approved undergraduate study will also be considered.
- B. To be eligible for a summer sabbatical, a teacher must be permanently certified and must have received tenure in the district. Further, if an applicant has had one summer sabbatical leave, such teacher is not eligible to reapply until at least five years have passed since the original utilization of the leave.
- C. During the time that a teacher is enrolled in summer school, the teacher must agree to engage in no other employment unless specific written approval is given in advance by the Superintendent of Schools.
- D. Applications must be made in writing to the Board of Education before February 1 in the year for which a sabbatical is sought. The application shall be made on the form that is attached to this contract as Appendix "A". The district shall establish and distribute such criteria by no later than January 1. Such criteria shall be the criteria utilized for evaluating applicants for two out of the three sabbaticals available. The third sabbatical shall be considered on its value to the school district in areas independent of the criteria utilized with respect to the other sabbaticals.
- E. The Board of Education will review the proposed study to determine whether it is appropriate to the teacher's current or anticipated assignment in the District. The Board of Education will forward all applications to the Indian River Education Association by March 1 with their comments on the appropriateness of the proposed program.
- F. Candidates will have fifteen (15) days from notification to submit a suitable modified program.
- G. The IREA will develop comprehensive review procedures to ensure that all candidates for a sabbatical leave receive an objective appraisal. The recommendations of the IREA will be forwarded to the Superintendent and the Board of Education by April 1. If the Board of Education does not agree with one or more of the recommendations of the IREA, additional recommendations will be forwarded by the IREA with the understanding of both parties that three (3) sabbaticals will be awarded each summer.
- H. Any teacher granted a sabbatical leave will sign an agreement with the Board which will obligate said teacher not to voluntarily leave the school system for a period of two (2) years following the expiration of such leave. A teacher desiring to leave the system in less than the required two (2) years will repay the Board at a rate of 1/20 of the sabbatical pay for each school month of the unexpired term of such agreement.
- I. If enough qualified candidates apply, three (3) summer sabbaticals will be awarded. Teachers who are awarded a summer sabbatical will take a minimum of eight (8) academic credits of study at an accredited institution. Failure to complete the required number of credit hours may result in a pro-rata diminution of the stipend. In the event that a teacher receives a grade of incomplete in a course, the teacher will have ninety (90) days to complete the course or the District may require that a pro-rata amount be repaid.

ARTICLE 9

LEAVES

Bargaining unit members are expected to report for work on each day when work is scheduled, however, the district and the IREA recognize that there may be circumstances that require an employee to be absent. Leave time, as set forth hereafter, is provided for those instances.

A. Sick Leave:

Bargaining unit members shall be granted leaves of absence with pay for a maximum of thirteen (13) days in any one school year for personal and family illness (ie: parent, children, spouse where personal presence of the staff member is required). The thirteen (13) days may also be used for purposes of adoption at the time the adoption takes place. A member absent for three (3) consecutive days or more must present, if requested, a physician's statement to the superintendent's office substantiating the illness.

1. If less than thirteen (13) school days of approved personal and family illness is required in any one (1) school year, the number of days not used shall be allowed to accumulate to a maximum of two-hundred (200) days for personal illness.
2. A day of absence shall be charged against a member whether or not a substitute is hired.
3. The amount to be deducted if sick leave totals are exceeded shall amount to 1/200 of the member's annual salary for each day of absence.
4. All unit members who are full time (more than .7 FTE) twelve (12) month employees will be granted a total of fifteen (15) sick days annually.

B. Sick Leave Bank:

The sole purpose of the Sick Leave Bank is to provide additional sick leave to bank members who have exhausted their own sick leave and have suffered a prolonged illness or disabling condition. The sick leave bank is only available for the period of actual disability as certified by a physician's statement. The Sick Leave Bank will be administered according to the guidelines below. Recommendations for changes and/or interpretations will be made by the Sick Leave Bank Committee, subject to the approval of the Superintendent of Schools.

1. All unit members of the staff represented by IREA and employed by the Board of Education are eligible for membership.
2. Application for membership must be made in writing and to the Clerk of the Board of Education. Returning employees must apply on or before July 15, to be eligible for the following school year. New employees must apply on or before the end of the first full week of school to be eligible in that school year. These times will be strictly interpreted.
3. An annual contribution of one (1) day per school year must be made from a member's accumulated sick leave in order to begin or retain membership in the bank. Any employee who has reached the maximum sick leave accumulation of 200 days shall be permitted to contribute one (1) additional day of sick leave to the bank for each year that s/he is at the 200 day maximum level accumulation.
4. Days contributed to the Sick Leave Bank are non-refundable.
5. Persons wishing to terminate membership in the Sick Leave Bank must notify the Clerk of

the Board of Education in writing before July 15 or they will continue to be members for the following school year.

6. Each member shall not be eligible for benefits from the Sick Leave Bank until four (4) days for each year of service in the District, up to a maximum waiting period of sixty (60) days have elapsed after the beginning of the continuous absence; i.e., a member with four (4) years of service and ten (10) days of accumulated sick leave would have six (6) days leave without pay covering the period between the time his/her sick leave had been exhausted and the expiration of the sixteen (16) day waiting period before becoming eligible for Sick Leave Bank benefits and would not be able to draw from this Sick Leave Bank until after sixteen (16) days.
7. Benefits received from the Bank will not have to be repaid.
8. Benefits can be granted only for personal illness of the employee.
9. Maximum cumulative benefits for any one individual application shall not exceed (whichever is less):

		WORKDAYS		PERCENT OF BANK
0 - 5	Years service in District	20	or	5
6 - 10	Years service in District	40	or	10
11 +	Years service in District	60	or	15

Benefits will be granted only as long as computed days remain available in the Bank.

10. Benefits will apply only to days on which the member would have normally worked.
11. Applications for benefits submitted to the Clerk of the Board of Education must be accompanied by a detailed doctor's statement including such things as, expected duration, physical limitations, etc.
12. Benefit may be drawn from the bank by any one member only once during a given fiscal year.
13. Before forwarding all applications for benefits to the Superintendent of Schools for processing, they will be reviewed by a Sick Leave Bank Committee, who will vote on the application and make a recommendation to the Superintendent. The committee will be convened as necessary, and composed of the following:
 - a. 2 members of the Central Office Staff
 - b. 2 IREA Members
 - c. 1 neutral party (to be agreed upon, if needed, to break a tie vote)
14. The Superintendent of Schools may require a member requesting and/or receiving benefits to submit to a medical examination by a doctor of the District's choice.
15. Finally it is understood that should the Superintendent of Schools require a member requesting and or receiving benefits to submit to a medical examination by a school medical examiner and, upon such medical examiner's examination and consultation with the private physician, should such medical examiner be of the opinion that the member requesting and or receiving benefits is not disabled, then the Superintendent of Schools will forward the school medical examiner's report to the Sick Leave Bank Committee for its determination as to eligibility of the requesting member to receive the benefit.

B. *Death in the Family*

1. Absence for death in the immediate family (viz. parents, children, husband, wife, brother, sister, grandparents, grandchildren, father-in-law, mother-in-law, son-in-law, daughter-in-law, sister-in-law and brother-in-law (current in-laws) shall be allowed for a total of up to five (5) days per occurrence.
2. Absence for death of a long-time companion is considered to be a death in the immediate family. The definition of long-time companion is someone who currently lives as a partner in the same home, who shares household expenses and responsibilities and has done so for one (1) year or more.
3. An absence of up to two (2) days will also be allowed to attend the funeral of other relatives (viz niece, nephew, uncle, aunt, cousins, current grandparent-in-law). These days shall not be charged against sick leave time. Additional days may be granted by the Superintendent of Schools.

C. *Miscellaneous Absences*

Absences due to quarantine, court order, impassable roads, or for unusual or unforeseen conditions shall be excusable at the discretion of the Superintendent of Schools.

D. *Personal Business Days*

1. Unit members may use three (3) days yearly for personal business. These days shall not be used as vacation or recreation time. No reason need be given for personal business days other than that it is personal business. Notification shall be given two (2) working days in advance, barring unforeseen circumstances. Personal business days will not be taken the day before or after vacation or an extended holiday weekend unless approved by the Superintendent of Schools, after submission of the reason(s) why such day is required immediately before or after such vacation. Unused personal days shall accumulate as sick leave days. All requests for personal leave must be made on the Personal Leave Request Form that is made a part of this Agreement as Appendix G.
2. All unit members who are full time (more than .7 FTE) twelve (12) month employees will be granted a total of four (4) personal days annually.

E. *President's Business Days*

A total of fifteen (15) days per year of paid leave for Association business will be available to the President of the Indian River Education Association or any member of the Association designated by the President. Such leave days will be in non-cumulative annual installments. In the event that release time in excess of the allotted fifteen (15) days is required for the President of the IREA, or any member thereof, the IREA will reimburse the District an amount equivalent to 1/200 of the BA Step 1 rate of the salary schedule, pro-rated when applicable, for each day, or part thereof, utilized in excess of the allotted fifteen (15).

F. *Extended Leave of Absence*

1. The Board of Education, upon recommendation of the Superintendent of Schools, will grant an extended leave of absence for up to two (2) years without pay for personal health, travel associated with teacher assignment, study and child care.

2. Employees on a leave of absence of one or more years must notify the district of their intent to return (or not return) 60 calendar days prior to the end of the school year or the end of the leave of absence if for other than the school year. Information about failure to provide notification or to follow through with notification given may be provided to individuals requesting reference information.

G. Extended Military Leave

Upon exhaustion of paid military leave as required by Section 242 of the New York State Military Law, the Indian River Central School District will provide the following enhanced benefits for employees involuntarily ordered to military duty in connection with the attacks on September 11, 2001. These enhanced benefits will be for one year from the time the employee exhausts their paid military leave as provided under the law, or is ordered to military duty in connection with the attacks of September 11, 2001, whichever is later. In the event an employee's tour of duty extends beyond one year, the employee may make written application to the Board of Education for an extension of these benefits. Said extension can only be granted by a majority vote of the Board of Education.

1. Employees will receive the difference between the pay/wages that would have been paid by the district and their total entitlements paid by the military in connection with their ordered military service. The determination of District pay will be based only on base pay entitlement with any additional compensation (e.g., coordinator pay, and counselor, psychologist, and social worker pay). No other additional pay for additional duties shall be included.
2. As a condition of payment, the employee shall provide via registered/certified mail or personal delivery, a copy of his/her monthly military leave and earnings statement. This shall be used to determine the correct payment due to the employee.
3. In computing the pay level, steps and raises shall be applied at the same time they are contractually applied to all other employees.
4. This program is valid only for involuntary activations. No compensation beyond that required by law shall be paid to employees who volunteer for active duty.
5. Employees enrolled in Family/Dependent option of health insurance plans shall be continued in that plan with the understanding that the plan is the secondary provider to any coverage provided by the military for family members.

H. Other absence

If the member's absence is not one of those allowed under leave of absence or professional improvement, 1/200 of the yearly salary will be deducted.

I. Vacation

1. All unit members who are full time (more than .7 FTE) twelve (12) month employees will be granted a total of fifteen (15) vacation days annually.
2. In cases of conflicts where too many employees, as determined by the Superintendent or his/her designee, request the same vacation periods, seniority will apply.
3. All vacations will be approved or denied, by the Superintendent or his/her designee, subject to availability of staff to maintain required operations.

ARTICLE 10

TERMINATION

A. On or before May 15, those unit members whose employment the Superintendent recommends be terminated because of unsatisfactory service shall be notified, in writing, of the Superintendent's recommendation.

B. For those unit members whose probationary period expires the following August 31, written notice of the Superintendent's recommendation to grant or not to grant tenure shall be made on or before May 15.

C. If an employee commences employment any time other than at the commencement of the school year, such employee shall be notified, in writing, by the Superintendent of any determination to grant or not to grant tenure no later than 60 days prior to the end of the probationary period.

D. Whenever possible, those members who do not intend to return shall notify the Superintendent of Schools in writing prior to April 15. If a member, including a member who is on an unpaid leave of absence, notifies the district that there is a possibility that he or she will not return, and if that member notifies the district on or before April 15, then the district will cover the expense of health insurance for the summer preceding the school year for which the member does not return. On the other hand, if a member fails to timely notify the district of the possibility of his/her not returning, he/she will be billed and required to submit payment for health insurance during this period of time.

E. These provisions shall not apply to members employed in the District for less than four (4) months as of April 15.

F. Written notice shall be given of any budget-related cuts at least ten (10) days prior to the Annual Meeting. If cuts become necessary because of a defeated budget, the incumbents in positions which may be eliminated as a result of the defeated budget will be notified within three (3) days after any proposal is made by the Superintendent or any action taken by the Board of Education to eliminate such positions(s). If cuts become necessary due to changes in enrollment, written notice shall be given 30 days in advance to the individuals who will be placed on layoff. The district agrees to appoint up to ten (10) individuals layed off due to enrollment changes, by order of district service seniority, as long-term substitutes for the remainder of the school semester or four months, whichever is greater. As a long-term substitute, all benefits, including health insurance, will remain in force and effect and the rate of pay will be the current rate of pay for a long-term substitute (1/200th of the base teacher rate per day worked).

G. The general intent is to give as much notice as possible of layoffs, resignations and terminations.

ARTICLE 11

WORK CONDITIONS AND DRESS CODE

Work Conditions

Unit members will perform their duties in a physical plant that is clean, safe, well-maintained, properly ventilated, adequately lighted and equipped within reasonable limits.

A reasonable attempt will be made to maintain such conditions and to eliminate as quickly as practicable defects in the physical plant that may arise.

Dress Code

Teachers are expected to present themselves in a manner consistent with their professional responsibilities. Absent unusual circumstances, (such as field trips, charitable fund raising, and similar activities), shorts, halter tops, jeans, fatigues, clothing or other items with inappropriate statements, would be considered unsuitable.

ARTICLE 12

UNIT MEMBER CERTIFICATION AND ASSIGNMENT

- A. Only qualified, fully certified staff will be employed by the Board of Education. If a certified teacher is unavailable, the district must adhere to provisions of NCLB and SED for employment of uncertified teachers.
- B. Teachers will be assigned to teach in an area in which they are fully qualified. In the event that there are more sections than the employed teachers can handle, the extra sections will be handled by department chairperson and/or the utilization of part-time teachers who are qualified. If these methods are not possible or do not alleviate the situation, other teachers may teach one (1) class outside their area, if they meet minimum New York State requirements.
- C. Unit members are required to maintain appropriate certification and to fulfill continuing education requirements (hours).
- D. When the Board hires a teacher or a teaching assistant to fill a part-time position and that position is later converted to a full-time position:
 - 1. The unit member will be given pro-rata seniority for purposes of layoff and recall for all prior continuous part-time service.
 - 2. The part-time service will be accrued as time towards tenure (on a pro-rata basis) provided however, that the unit member must serve at least one year as a full-time teacher or teacher assistant immediately before being granted tenure.
 - 3. The part-time unit member will move one step on the salary schedule each school year and be paid pro-rata on such adjusted placement.
 - 4. The provisions of this article will apply to all service of current unit members.
- E. When a full-time position is involuntarily reduced to less than full-time:
 - 1. The unit member will accrue seniority as if employed on a full time basis for purposes of layoff and recall.
 - 2. The unit member will accrue time toward tenure (on a pro-rata basis).
 - 3. The unit member will move one step on the salary schedule each school year and be paid pro-rata on such adjusted placement.

ARTICLE 13

VACANCIES, PROMOTIONS AND TRANSFERS

A. Vacancies

A vacancy is defined as an opening in a paid position within the bargaining unit as a result of a retirement, resignation, death, creation of a new position or other act which results in a position without an incumbent. Vacancies also occur annually for each of the positions set forth in Article 22, Section D., I., J1. and J5.

1. All vacancies shall be announced to the bargaining unit by posting in all schools within five (5) days after they are authorized by the Board of Education. Such posting shall be in a previously specified place in each building. A copy of each notice to be posted shall be provided to the President of the Association and his designee.
2. Certified unit members will have first choice of vacancies, when deemed best qualified by the Superintendent of Schools.
3. Interested unit members shall apply for such vacancies within the time specified in the notice. In the case of vacancies occurring during the summer vacation, notices shall be posted in the administrative offices of the District and shall be mailed to the Association President and his designee.
4. Action taken in filling a vacancy shall be transmitted to the President of the Association.

B. Transfers

Transfers are defined as a change in tenure area and/or building assignment.

1. Voluntary

- a. Unit members who desire a transfer into a vacancy may make a request on a form agreed upon by both parties, and shall be granted an interview with the Superintendent of Schools or his/her designee upon request. When making the decision upon requested transfers, the Superintendent of Schools shall take into consideration the qualifications and experience of the member. The operational needs of the School District shall be controlling.
- b. Unit members being transferred within the school district from one tenure area to another shall retain the rights, privileges and tenure of the previous position held. When a member voluntarily transfers from one tenure area to another such member commences a new probationary appointment in the tenure area to which the transfer is made.
- c. A transferred unit member will receive notification in writing from the Superintendent of Schools or his/her designee. A copy of each transfer notice shall be provided to the President of the Association.

2. *Involuntary*

- a. When involuntary transfers become necessary, the resulting vacancy will be offered to all qualified staff members.
- b. Unit members will be informed, by posting, as soon as reasonably possible, when any transfer is determined to be necessary. Advance notice of any probable transfer commencing at the beginning of the following school year shall be given no later than May 15 if such a need is known on or before this date. Advanced notice of probable involuntary transfers which may occur during the school year shall be given four (4) weeks in advance of the transfer, or such lesser time as may be reasonably available.
- c. An involuntary assignment or transfer shall be made only after the person involved has been offered a conference with the Superintendent of Schools or his designee. At the meeting, reasons for the assignment or transfer will be given. The member may be accompanied by a representative of IREA. During vacation periods, the conference may be by telephone.

ARTICLE 14

HOURS AND CLASS LOAD

- A. The Board of Education and the Administration will, to the best of their ability, make the teaching load of all teachers as even as possible.
- B. The Board of Education and the Administration in making teacher assignments will keep in mind:
 - 1. Preparation required
 - 2. Differences in subjects
 - 3. Paper work involved
 - 4. Other items pertinent to that assignment
- C. Duty hours shall be:
 - 1. Seven (7) hours and thirty (30) minutes continuous beginning no earlier than 7:15 AM and ending no later than 4:15 PM for all teachers.
 - 2. Full-time teaching assistants (other than student mediators/safety) will work a minimum of seven (7) hours and thirty (30) minutes per day within the seven (7) hours and thirty (30) minute day.
 - 3. The guidance staff, social workers, school psychologist and coordinators may be expected to work beyond seven (7) hours and thirty (30) minutes continuous hours to perform their duties.
 - 4. Student Mediators will work July 1 through June 30. The work day will be 8 hours/day.
 - 5. Bargaining unit members are permitted to leave school following student dismissal on Fridays and on the eve of vacations.
 - 6. The Superintendent shall have the discretion, consistent with the existing number of evenings per grade level, to determine the dates for open houses, parent-teacher nights and concerts at the primary level (5 nights) and for open houses and parent teacher conferences in grades 4-12 (3 nights for grades 4 – 8 and 2 nights for grades 9 – 12). If classroom teachers are required to supervise concerts at the intermediate level, or if itinerant staff are required to appear at more than four (4) evening events at their various assignments, such staff members shall be paid for such additional activities at the appropriate rate of pay for chaperoning duties. The dates of these evening assignments shall be determined by the District and shall be published to staff as part of the overall school calendar for the year.
- D. Exceptions and additional duties and hours may be prescribed by the Building Principal or department head within reason.
- E. Provided that there are late buses, teachers will be available two (2) days per week for providing additional academic assistance upon the request of a student, parent or when, in the teacher's professional judgment, assistance is required. Teachers will not be expected to transport students home. As an alternative, upon mutual agreement between a parent and a teacher, such academic assistance may, for students in grades K-5, be provided for a short time before the start of the student day. If a teacher believes that a student or a

parent is abusing the right to have a teacher provide academic assistance, the teacher shall discuss the specific circumstances with the building principal and jointly determine what, if any, action should be taken.

ARTICLE 15

CLASS SIZE, PREPARATION, AND UNASSIGNED TIME

A. Primary (K-3)

1. Primary class size should be held to a maximum of twenty-five (25) students. If a class reaches thirty (30), it will be divided.
2. All primary classroom and special area teachers will have an average of at least 360 minutes of unassigned time per six (6) day cycle during the student instructional day. This is in addition to a one-half hour duty-free lunch each day.
3. Art, music, physical education and health teachers assigned to primary schools will have a maximum of eight (8) assignments in any day, and shall have at least five (5) minutes between the conclusion of one assignment and the commencement of the next assignment.
4. The Superintendent of Schools will provide the IREA President, by no later than June 15, a listing setting forth the teaching assignment(s) for the following school year for all K-4 classroom and special area teachers. Each building will establish a committee of at least one (1) classroom and one (1) special area teacher to provide input in the scheduling process which will commence no later than April 15th of each school year.
5. Each school year, the building principal shall notify the classroom teachers of the anticipated allotment of special area teaching time for the following school year and the day(s), if known, that such positions will be assigned to that building. Through consensus among grade levels, primary classroom teachers will advise the principal regarding the sequencing of scheduled special area subject assignments, within thirty (30) calendar days of such notification. A copy of the Master Schedule for each Primary building shall be submitted to the IREA President by no later than August 15. If there are any significant changes made in the Master Schedule(s) subsequent to that date, the applicable building principal shall notify the IREA President as soon thereafter as is reasonable.

B. Intermediate School (4-5)

1. For 4th and 5th grade common branch, self-contained classes, class size should be held to a maximum of 25. If a class reaches 30 it will be divided.
2. Each intermediate school teacher shall have a total of sixty (60) minutes per day of time free from instructional or supervisory responsibilities. This time will be equally divided between joint planning with other teachers and unassigned time. This is in addition to a one-half hour duty-free lunch each day. Where possible, reasonable efforts will be made by the building principal to incorporate planning time preferences of the staff as obtained through a survey of the teachers undertaken by the building principal.
3. Art, music, physical education and health teachers assigned to intermediate school will have at least five (5) minutes between the conclusion of one assignment and the commencement of the next assignment.
4. The Superintendent of Schools will provide the IREA President, by no later than June 15, a

listing setting forth the teaching assignment(s) for the following school year for all 4-5 classroom and special area teachers.

5. The principal, or his/her designee, of the Intermediate School will provide the President of the IREA with a master schedule for teachers, including all enrollment numbers known for each teacher, no later than August 15 of each year. If there are any significant changes made in the Master Schedule(s) subsequent to that date, the building principal shall notify the IREA President as soon thereafter as is reasonable.

C. Middle School (6 - 8)

1. For 6th grade common branch, self-contained classes, class size should be held to a maximum of 25. If a class reaches 30 it will be divided.
2. Each middle school teacher shall have a maximum student instructional load of 150 per day.
3. Each middle school teacher, excluding common branch teachers, shall have a maximum of three instructional preparations per day. ("Preparation" would be defined as a different set of lesson plans as a result of a course's content and/or grouping. Labs, viewed as extensions of classes, are not separate preparations.)
4. Each middle school teacher shall have within the instructional day a total seventy-six (76) minutes per day of time free from instructional or supervisory responsibilities. This time will be equally divided between joint planning with other teachers and unassigned time. This is in addition to a one-half hour duty-free lunch each day.
5. The principal, or his/her designee, of the Middle School will provide the President of the IREA with a master schedule for teachers, including all enrollment numbers known for each teacher, no later than August 15 of each year. If there are any significant changes made in the Master Schedule(s) subsequent to that date, the building principal shall notify the IREA President as soon thereafter as is reasonable.

The Indian River Central School District, having qualified under regulations of Commissioner of Education 80.2(h), "General Provisions and Requirements," Part 9, "Extension of Certificate Validity," allows that a teacher may be requested to teach one or more periods per day outside their area of certification or that a teacher may volunteer to teach one or more periods per day outside their area of certification.

It is the intent of the District to apply for Extension of Certificate Validity under Regulations of Commissioner of Education 80.2(h), Part 9, as cited above, prior to the end of each 5-year period for which such extension is granted by the State Education Department. In the event that such special status is no longer available under 80.2(h), Part 9, or any other Regulations of the Commissioner, then all assignments shall be governed by the then existing Regulations of the Commissioner of Education.

Such teaching may occur provided that the teacher volunteers or voluntarily accepts the requested assignment and that the procedures of paragraph 2.E. below are followed.

D. High School (9 - 12)

1. Each high school teacher should not have more than the recommended teaching load of five 42-minute classes per day. Any teacher who has more than five 42-minute classes per day will have two unassigned periods of 42-minutes per day. High school teachers who are assigned to teach 75 or fewer students each day may be given up to a seventh instructional assignment. Lab period students for teachers who meet this criteria will be calculated as part of this formula without any application of subparagraph D3.
2. Each 42-minute unassigned period will come within the instructional day.
3. Teachers having five classes plus a lab period will have two unassigned 42 minute period on the day the lab is taught.
4. The Principal of the High School, or his/her designee, will provide the President of the IREA with a master schedule which identifies each teacher and his/her assigned classes and department, if applicable, no later than August 15 of each year. If there are any changes made in the Master Schedule(s) subsequent to that date, the Building Principal shall notify the IREA President as soon thereafter as is reasonable.

E. Itinerant Teacher

Itinerant teacher is defined as a certified teacher whose assignment is in more than one school building during any one school day.

1. Each itinerant teacher shall be afforded a reasonable time for travel between buildings.
2. When an itinerant teacher is assigned to a primary building and the middle school, to a primary building and the high school, or to the middle school and the high school, the unassigned time and lunch time shall be determined by the level in which he/she has the greater portion of instructional time.
3. The District will make every reasonable effort to avoid the assignment of classroom or special area teachers to more than two (2) buildings.
4. Exceptions to A, B, C, or D above would include physical education classes and others where the teacher or principal requests an exception to the above policy. When exceptions are made, the principal will consult with the teacher and make such recommendations regarding the additional assignment, to be acted upon by the Superintendent and Association President.
5. Itinerant Teachers will be expected to attend parent-teacher conferences at all schools assigned to. If this results in more than four (4) evening activities (Article 14.C.6), compensation will be provided.

F. Teaching Assistants

All teaching assistants shall have at least thirty (30) minutes of unassigned time each day in addition to a thirty (30) minute lunch period. The actual time to be utilized each day shall be determined by the supervising administrator with input from supervising teacher and the teaching assistant.

ARTICLE 16

SUB-CONTRACTING

No work presently performed by teachers in the bargaining unit shall be performed by teaching assistants or by any non-member of the unit or sub-contracted to any other party without prior consultation with the Association.

ARTICLE 17

INSURANCE PROTECTION

A. Health Plan

The Jefferson-Lewis et al School Employees' Health Plan is available to unit members with the District. The District shall contribute 92% of the premium for employees and their dependents. Each June a representative will call to explain the benefits and receive any enrollments.

B. Health Insurance Committee

1. The Board of Education shall establish a health insurance review committee effective February 1, 2006 comprised of six (6) members, with such members to be appointed by the Board President. Each constituent group (IREA, IRAPA, and CSEA) shall be entitled to submit a list with three (3) suggested persons to participate, and the Board President shall select one member and one alternate from each of the groups. Further, a member of the Board of Education, the Director of Human Resources and the Business Manager shall also be members of the committee.
2. The District shall, at its expense, hire a consultant to review the existing plan, to determine whether alternative plans are available and to evaluate the cost of alternative plans, to determine whether changes in benefit levels or procedures are appropriate, and to make such recommendations as are deemed appropriate by the consultant. Self insurance shall also be considered.
3. The consultant shall meet periodically with the committee to discuss progress and other issues that should be considered. The report of the consultant shall be delivered to the committee by no later than December 1, 2006.
4. It is understood that the purpose of the committee is to gather information about health plans, available benefits, and costs; it is not intended to be a forum to negotiate any changes in the health insurance plan.
5. Either party can use the information provided through the consultant report to develop proposals for bargaining for the successor to the 2004-2007 IREA contract.

C. Dental Plan

1. The District will provide up to seventy-five (\$75) per participating member for dental insurance premiums. In those cases where two members of the same family are employed by the District, each will be provided with up to \$75 per insurance premium. Such payments will be made:
 - a. for coverage for the individual employee, and
 - b. for employees in pay status and only during such time that they remain in such status.
2. A permanent Dental Health Plan Committee will be formed to provide a policy-making board. This committee shall be composed of one (1) representative for each twenty (20) members (or fraction thereof if less than 20 members) of each participating employee group. All regularly scheduled meetings shall be announced two weeks in advance; special meetings, one week in advance.

C. *IRS 125 Plan*

The District shall institute a Flexible Spending (IRS 125) Plan as follows:

1. An IRS 125 Plan will be provided for unit members. Members may utilize this Plan for the payment of health or dental insurance premiums, un-reimbursed medical, vision and dental expenses, dependent care and any other allowed expenditures.
2. The administrator for the Plan and the specific terms of the Plan will be mutually agreed upon by the Superintendent and the President of IREA.
3. The terms of the Plan will be reviewed by the Superintendent and President.
4. No changes in the Plan or in the Plan Administrator will be made except by the mutual agreement of the Superintendent and President.
5. Participants in the IRS 125 Plan will be allowed to contribute the maximum allowable by law.

ARTICLE 18

LESSON PLANNING, EVALUATION, & COUNSELING MEMORANDA

A. Lesson Plans

1. Lesson plans will be prepared three (3) days in advance and will be readily available to substitutes.
2. Lesson plans shall include a standardized referencing system linking lesson plans to the current New York State Learning Standards.

B. Classroom Observation & Summative Evaluation Procedure for Unit Members

1. Non-tenure unit members are to be observed at least twice a year by a properly designated supervisor. The first Classroom Observation Report will be completed no later than the end of the first semester; the second, no later than April 15.
2. Tenure track (APPR) unit members are to be observed at least once a year by properly designated supervisors. This Classroom Observation Report must be completed no later than June 1 of each school year.
3. The observations required to complete the minimum Classroom Observation Reports set forth in B.1. or B.2. above will include observation of the unit member's performance in the member's certification area.
4. This will not preclude such additional observations as may be desirable in other areas assigned to the unit member. The initial observation for the year will be made in the unit member's certification area.
5. Each bargaining unit member shall also receive a summative evaluation each school year. Such summative evaluation report will be completed by no later than September 15th and such evaluation shall not include evaluative information resulting after June 30th of the past school year to which the summative pertains.
6. Each time a unit member is formally observed or evaluated by properly designated supervisors, a conference will be held with the member. After a unit member is observed or evaluated, a written report must be submitted to the unit member and a conference must be held within five (5) school days to discuss the report or at a time mutually agreed upon by the supervisor and unit member. At such conference, the unit member and the properly designated supervisor shall date and initial the report verifying that a conference was held. Each unit member will have an opportunity to react in writing to the report. This response will be attached to the written report when it is included in the personnel file. Any written response must be submitted within three (3) school days after the conference. Each unit member must sign the report to acknowledge having had the opportunity to review the report, and such signature does not necessarily indicate agreement with the report.
7. Administrators are encouraged to make frequent short visits to the classroom at the administrator's discretion. Any documentation which may follow such a visit should be

forthcoming after discussion with the unit member, appointment for such discussion to be made no later than the end of the following school day.

8. A pre-conference will be held prior to a formal previously announced classroom observation upon the request of the administrator or unit member, with such pre-conference being arranged at least 24 hours prior to the scheduled observation. This does not, however, preclude an informal (unannounced) evaluation documented by the Classroom Observation Report. For probationary teachers, at least one of the two required observations shall be a formal, previously announced, classroom observation.
9. The agreed-upon pre-observation conference form (attached – Appendix B) will only be used if a pre-observation conference is requested by the unit member or administrator.
10. Such pre-observation form will not become part of unit member's personnel file.

C. *Counseling Memoranda*

1. The parties recognize that from time to time administrators in the District may write counseling memoranda to unit members:
2. The purposes of counseling memoranda are to set forth the specific factual events and to:
 - a. help a member to grow and develop professionally;
 - b. improve communication between administrators and members;
 - c. reinforce and/or improve specific skill areas;
 - d. identify specific areas which need to be improved.
3. Unit members receiving a counseling memorandum may either: (1) submit a written statement setting forth their position with regard to any disputed matter contained in the memorandum; or (2) convert the disputed memorandum into a disciplinary letter subject to the grievance procedure. A disciplinary letter is a notice containing a warning to the unit member that he/she has committed an act specified in Article 24 (*changed from 25, MOA dated 11/16/2004*) and that further acts, events or situations may lead to stronger disciplinary measures. Written statements submitted by unit members must be attached to the counseling memorandum and remain a part of the member's personnel file for so long as the file contains the counseling memorandum.
4. Counseling memoranda received by unit members in probationary status shall remain in the member's personnel file until the member receives tenure. Counseling memoranda received by unit members in tenured status shall be withdrawn from the personnel file four (4) years after the date of such counseling memorandum.
5. The President of the Indian River Education Association shall receive copies of all counseling memoranda issued to unit members.

ARTICLE 19

CONTINUING EDUCATION PROGRAM

The District and the Association jointly support the continuation and improvement of a Continuing Education Program in our District, contingent upon the District's ability to support such a program.

Instructors in the Continuing Education Program will be paid \$18 per hour of direct instructional contact, except that instructors of courses on computer usage and five-hour pre-licensing driver instruction will be paid at the rate of \$25 per hour. If determined appropriate by either party, a change in the prescribed hourly rate for instructors may be mutually agreed upon by the Superintendent of Schools and President of the Indian River Education Association.

ARTICLE 20

ASSOCIATION'S & SUPERINTENDENT'S EDUCATIONAL ADVISORY COMMITTEE

A. The Association's & Superintendent's Advisory Committee of the IREA shall include the President or his designee and seventeen (17) IREA members appointed by the President. Of the seventeen (17), five (5) each shall be appointed to represent kindergarten-third grade (one from each building), four (4) each shall be appointed to represent fourth and fifth grade, four (4) each shall be appointed to represent sixth-eighth grade, and four (4) each shall be appointed to represent ninth grade-twelfth grade.

B. Each area level group shall meet with the Superintendent, or his designee, as follows: High School and Middle School at least three (3) times per year, K-3 one (1) time per year, Intermediate School one (1) time per year and K-5 (elementary schools) two (2) times per year. The first meeting of each area level will be held in October. Area level meetings may be canceled by mutual agreement of the Superintendent and President.

C. General meetings involving all four area levels will be held if requested by the Superintendent or the President for good reason.

D. The purpose of this Committee and area levels shall be to discuss and make advisory recommendations concerning matters not specifically covered by this agreement. At the discretion of an area level, any item may be reported to the Board once each semester. The report shall be placed on the agenda for the next regularly scheduled Board meeting. Advanced agenda must be provided to the superintendent at least one week in advance of the meeting. Such agenda should include enough detail to ensure appropriate personnel are present to answer questions and address issues.

E. Additionally, the Indian River Education Association through its representatives serving on the Committee shall assume the responsibility for developing, with the Superintendent of Schools and his staff, the design and delivery of activities for the initial Superintendent's Conference Day on the first day of school.

F. Minutes of area level and general meetings may be reported in written form to the Association and to the Board of Education after each meeting.

G. Attendance at area level and general meetings by members of the Board of Education is encouraged.

ARTICLE 21

PAYROLL & DEDUCTIONS

A. Pay Date Schedule

1. A pay date schedule will be published prior to September 10 of each school year.
2. The schedule will provide for pay every other Friday starting no later than Friday of the first full week of school in September and ending no sooner than the last day of the school calendar. This does not preclude the possibility of paying unit members on the eve of a vacation.

B. Pay Options

1. Members will have the option of 21 (equal) or 25 (big check in June) installments (pays) and will designate their choice of option by the end of June of the preceding school year (unless a first-time employee). Also an opportunity will be given after the first payday in September to make a final choice for 21 equal or 25 (big check in June) installments (pays).

C. Payroll Deductions:

1. Dues Deductions

- a. The District agrees to deduct, through paychecks of its unit members, dues specified by the Indian River Education Association.
- b. The Association will certify to the District, in writing, the current rate of the membership dues of the Association named in Section C.1.a. above by September 1 of each year.
- c. Deductions, referred to in Section 1.a. above will be in seventeen (17) equal installments (pays) commencing with payroll No. 7. In the case of a new member hired after the commencement of the IREA dues deductions, the amount will be prorated over the remaining withholding periods.

2. Agency Fee:

- a. The Indian River Central School District shall deduct from employees in the bargaining unit who are not members of the Indian River Education Association, through paychecks, the amount equivalent to the dues levied by the Indian River Education Association and shall transmit the sum so deducted to the Association in accordance with Chapter 677 and 678 of the Laws of 1977 of the State of New York.
- b. The Indian River Education Association affirms that it has adopted such procedure for refund of agency shop fee deductions required in Section 3 of Chapter 677 and 678 of the Laws of 1977 of the State of New York. This provision for agency shop fee deduction shall continue in effect so long as the Association maintains such procedure.

- c. The agency shop fee deduction shall be made following the same procedures as are applicable for dues check off except as otherwise mandated by the law or this Article of the Agreement.

3. *NYSUT Benefit Trust*

- a. The District will deduct through paychecks of those unit members participating in the Trust an amount authorized by said unit members on Benefit Trust forms.
- b. The deductions will commence on the first pay period of the school year and will continue for twenty (20) consecutive pay periods (payroll Nos. 6 - 25) in a school year. Changes can be made at any time through NYSUT Benefit Trust.
- c. The authorization may be withdrawn at the discretion of the unit member at any time.
- d. The monies deducted will be forwarded by the District to the NYSUT Benefit Trust each payroll.

4. *Credit Union*

- a. The District shall make available payroll deduction for the NYAB/Tri-County Federal Credit Union.
- b. Changes in deductions can be made at any time by unit members by using the appropriate deduction authorization form.
- c. The monies deducted shall be forwarded by the District to the NYAB/Tri-County Federal Credit Union each payroll.

5. *VOTE/COPE*

- a. The District shall deduct from the payroll checks of individual unit members' monies for VOTE/COPE. Each member who voluntarily elects to have such deduction shall sign an appropriate authorization card in triplicate. Funds so collected shall be forwarded directly to VOTE/COPE by the District and shall be accompanied by information required by applicable state or federal laws.
- b. Any deductions to be made must be given to the District, in writing, at least twenty (20) school days before the deduction is to be made. The deduction shall be limited to a once annual deduction for an amount authorized, in writing, by the employee

6. *Tax Deferred Annuities*

- a. Changes may be made three (3) times a year. The contracts must be submitted to the Payroll Office during the third week in August, the third week in January or the third week in April.
- b. All unit members may enroll at any time.
- c. In the event a member wishes to discontinue an annuity, it can be done at any time.

7. *Direct Deposit Option*

- a. The District shall make available direct deposit of paychecks. Changes in deductions can be made at any time by unit members by using the appropriate deduction authorization form.

ARTICLE 22

PAY SCALES

A. Teacher Salaries

The salaries of teacher members will be made according the following schedule:

SALARY SCHEDULES:

	2004-2005	2005-2006	2006-2007
BASE	\$33,000	\$33,885	\$34,130
CREDIT HOURS, EACH (Paid in Blocks of 6)	\$69	\$70	\$74
MASTERS	\$650	\$650	\$650
ADDITIONAL CERTIFICATION **	\$400	\$400	\$400

(Salary Schedule shown on Page 40,41 & 42)

** Paid to any teacher with two or more permanent teaching certifications.

Whenever a unit member is employed by the District to fill a vacancy in any given school year, he/she will be placed on a step agreeable to the District and the unit member. In the next school year, he/she will advance to the next step on the salary schedule, regardless of his/her first day of employment in the preceding school year.

2004-2005	Per Block of 6 Hours																
	STEP	BA	BA+6	BA+12	BA+18	BA+24	BA+30	BA+36	BA+42	BA+48	BA+54	BA+60	BA+66	BA+72	BA+78	BA+84	BA+90
1	33,000	33,414	33,828	34,242	34,656	35,070	35,484	35,898	36,312	36,726	37,140	37,554	37,968	38,382	38,796	39,210	39,624
2	34,110	34,524	34,938	35,352	35,766	36,180	36,594	37,008	37,422	37,836	38,250	38,664	39,078	39,492	39,906	40,320	40,734
3	35,220	35,634	36,048	36,462	36,876	37,290	37,704	38,118	38,532	38,946	39,360	39,774	40,188	40,602	41,016	41,430	41,844
4	36,330	36,744	37,158	37,572	37,986	38,400	38,814	39,228	39,642	40,056	40,470	40,884	41,298	41,712	42,126	42,540	42,954
5	37,440	37,854	38,268	38,682	39,096	39,510	39,924	40,338	40,752	41,166	41,580	41,994	42,408	42,822	43,236	43,650	44,064
6	38,550	38,964	39,378	39,792	40,206	40,620	41,034	41,448	41,862	42,276	42,690	43,104	43,518	43,932	44,346	44,760	45,174
7	39,660	40,074	40,488	40,902	41,316	41,730	42,144	42,558	42,972	43,386	43,800	44,214	44,628	45,042	45,456	45,870	46,284
8	40,770	41,184	41,598	42,012	42,426	42,840	43,254	43,668	44,082	44,496	44,910	45,324	45,738	46,152	46,566	46,980	47,394
9	41,880	42,294	42,708	43,122	43,536	43,950	44,364	44,778	45,192	45,606	46,020	46,434	46,848	47,262	47,676	48,090	48,504
10	42,990	43,404	43,818	44,232	44,646	45,060	45,474	45,888	46,302	46,716	47,130	47,544	47,958	48,372	48,786	49,200	49,614
11	44,100	44,514	44,928	45,342	45,756	46,170	46,584	46,998	47,412	47,826	48,240	48,654	49,068	49,482	49,896	50,310	50,724
12	45,210	45,624	46,038	46,452	46,866	47,280	47,694	48,108	48,522	48,936	49,350	49,764	50,178	50,592	51,006	51,420	51,834
13	46,320	46,734	47,148	47,562	47,976	48,390	48,804	49,218	49,632	50,046	50,460	50,874	51,288	51,702	52,116	52,530	52,944
14	47,430	47,844	48,258	48,672	49,086	49,500	49,914	50,328	50,742	51,156	51,570	51,984	52,398	52,812	53,226	53,640	54,054
15	48,540	48,954	49,368	49,782	50,196	50,610	51,024	51,438	51,852	52,266	52,680	53,094	53,508	53,922	54,336	54,750	55,164
16	49,650	50,064	50,478	50,892	51,306	51,720	52,134	52,548	52,962	53,376	53,790	54,204	54,618	55,032	55,446	55,860	56,274
17	50,760	51,174	51,588	52,002	52,416	52,830	53,244	53,658	54,072	54,486	54,900	55,314	55,728	56,142	56,556	56,970	57,384
18	51,870	52,284	52,698	53,112	53,526	53,940	54,354	54,768	55,182	55,596	56,010	56,424	56,838	57,252	57,666	58,080	58,494
19	52,980	53,394	53,808	54,222	54,636	55,050	55,464	55,878	56,292	56,706	57,120	57,534	57,948	58,362	58,776	59,190	59,604
20	54,090	54,504	54,918	55,332	55,746	56,160	56,574	56,988	57,402	57,816	58,230	58,644	59,058	59,472	59,886	60,300	60,714
21	55,200	55,614	56,028	56,442	56,856	57,270	57,684	58,098	58,512	58,926	59,340	59,754	60,168	60,582	60,996	61,410	61,824
22	56,310	56,724	57,138	57,552	57,966	58,380	58,794	59,208	59,622	60,036	60,450	60,864	61,278	61,692	62,106	62,520	62,934
23	57,420	57,834	58,248	58,662	59,076	59,490	59,904	60,318	60,732	61,146	61,560	61,974	62,388	62,802	63,216	63,630	64,044
24	58,530	58,944	59,358	59,772	60,186	60,600	61,014	61,428	61,842	62,256	62,670	63,084	63,498	63,912	64,326	64,740	65,154
25	59,640	60,054	60,468	60,882	61,296	61,710	62,124	62,538	62,952	63,366	63,780	64,194	64,608	65,022	65,436	65,850	66,264
26	60,750	61,164	61,578	61,992	62,406	62,820	63,234	63,648	64,062	64,476	64,890	65,304	65,718	66,132	66,546	66,960	67,374
27	61,860	62,274	62,688	63,102	63,516	63,930	64,344	64,758	65,172	65,586	66,000	66,414	66,828	67,242	67,656	68,070	68,484
28	62,970	63,384	63,798	64,212	64,626	65,040	65,454	65,868	66,282	66,696	67,110	67,524	67,938	68,352	68,766	69,180	69,594
29	64,080	64,494	64,908	65,322	65,736	66,150	66,564	66,978	67,392	67,806	68,220	68,634	69,048	69,462	69,876	70,290	70,704
30	65,190	65,604	66,018	66,432	66,846	67,260	67,674	68,088	68,502	68,916	69,330	69,744	70,158	70,572	70,986	71,400	71,814
31	66,300	66,714	67,128	67,542	67,956	68,370	68,784	69,198	69,612	70,026	70,440	70,854	71,268	71,682	72,096	72,510	72,924
32	67,410	67,824	68,238	68,652	69,066	69,480	69,894	70,308	70,722	71,136	71,550	71,964	72,378	72,792	73,206	73,620	74,034
33	68,520	68,934	69,348	69,762	70,176	70,590	71,004	71,418	71,832	72,246	72,660	73,074	73,488	73,902	74,316	74,730	75,144
34	69,630	70,044	70,458	70,872	71,286	71,700	72,114	72,528	72,942	73,356	73,770	74,184	74,598	75,012	75,426	75,840	76,254
35	70,740	71,154	71,568	71,982	72,396	72,810	73,224	73,638	74,052	74,466	74,880	75,294	75,708	76,122	76,536	76,950	77,364
36	71,850	72,264	72,678	73,092	73,506	73,920	74,334	74,748	75,162	75,576	75,990	76,404	76,818	77,232	77,646	78,060	78,474
37	72,960	73,374	73,788	74,202	74,616	75,030	75,444	75,858	76,272	76,686	77,100	77,514	77,928	78,342	78,756	79,170	79,584
38	74,070	74,484	74,898	75,312	75,726	76,140	76,554	76,968	77,382	77,796	78,210	78,624	79,038	79,452	79,866	80,280	80,694
39	75,180	75,594	76,008	76,422	76,836	77,250	77,664	78,078	78,492	78,906	79,320	79,734	80,148	80,562	80,976	81,390	81,804
40	76,290	76,704	77,118	77,532	77,946	78,360	78,774	79,188	79,602	80,016	80,430	80,844	81,258	81,672	82,086	82,500	82,914
41	77,400	77,814	78,228	78,642	79,056	79,470	79,884	80,298	80,712	81,126	81,540	81,954	82,368	82,782	83,196	83,610	84,024
42	78,510	78,924	79,338	79,752	80,166	80,580	80,994	81,408	81,822	82,236	82,650	83,064	83,478	83,892	84,306	84,720	85,134
43	79,620	80,034	80,448	80,862	81,276	81,690	82,104	82,518	82,932	83,346	83,760	84,174	84,588	85,002	85,416	85,830	86,244
44	80,730	81,144	81,558	81,972	82,386	82,800	83,214	83,628	84,042	84,456	84,870	85,284	85,698	86,112	86,526	86,940	87,354

2005-2006		Per Block of 6 Hours															
STEP	BA	BA+6	BA+12	BA+18	BA+24	BA+30	BA+36	BA+42	BA+48	BA+54	BA+60	BA+66	BA+72	BA+78	BA+84	BA+90	BA+96
1	33,885	34,305	34,725	35,145	35,565	35,985	36,405	36,825	37,245	37,665	38,085	38,505	38,925	39,345	39,765	40,185	40,605
2	34,995	35,415	35,835	36,255	36,675	37,095	37,515	37,935	38,355	38,775	39,195	39,615	40,035	40,455	40,875	41,295	41,715
3	36,105	36,525	36,945	37,365	37,785	38,205	38,625	39,045	39,465	39,885	40,305	40,725	41,145	41,565	41,985	42,405	42,825
4	37,215	37,635	38,055	38,475	38,895	39,315	39,735	40,155	40,575	40,995	41,415	41,835	42,255	42,675	43,095	43,515	43,935
5	38,325	38,745	39,165	39,585	40,005	40,425	40,845	41,265	41,685	42,105	42,525	42,945	43,365	43,785	44,205	44,625	45,045
6	39,435	39,855	40,275	40,695	41,115	41,535	41,955	42,375	42,795	43,215	43,635	44,055	44,475	44,895	45,315	45,735	46,155
7	40,545	40,965	41,385	41,805	42,225	42,645	43,065	43,485	43,905	44,325	44,745	45,165	45,585	46,005	46,425	46,845	47,265
8	41,655	42,075	42,495	42,915	43,335	43,755	44,175	44,595	45,015	45,435	45,855	46,275	46,695	47,115	47,535	47,955	48,375
9	42,765	43,185	43,605	44,025	44,445	44,865	45,285	45,705	46,125	46,545	46,965	47,385	47,805	48,225	48,645	49,065	49,485
10	43,875	44,295	44,715	45,135	45,555	45,975	46,395	46,815	47,235	47,655	48,075	48,495	48,915	49,335	49,755	50,175	50,595
11	44,985	45,405	45,825	46,245	46,665	47,085	47,505	47,925	48,345	48,765	49,185	49,605	50,025	50,445	50,865	51,285	51,705
12	46,095	46,515	46,935	47,355	47,775	48,195	48,615	49,035	49,455	49,875	50,295	50,715	51,135	51,555	51,975	52,395	52,815
13	47,205	47,625	48,045	48,465	48,885	49,305	49,725	50,145	50,565	50,985	51,405	51,825	52,245	52,665	53,085	53,505	53,925
14	48,315	48,735	49,155	49,575	49,995	50,415	50,835	51,255	51,675	52,095	52,515	52,935	53,355	53,775	54,195	54,615	55,035
15	49,425	49,845	50,265	50,685	51,105	51,525	51,945	52,365	52,785	53,205	53,625	54,045	54,465	54,885	55,305	55,725	56,145
16	50,535	50,955	51,375	51,795	52,215	52,635	53,055	53,475	53,895	54,315	54,735	55,155	55,575	55,995	56,415	56,835	57,255
17	51,645	52,065	52,485	52,905	53,325	53,745	54,165	54,585	55,005	55,425	55,845	56,265	56,685	57,105	57,525	57,945	58,365
18	52,755	53,175	53,595	54,015	54,435	54,855	55,275	55,695	56,115	56,535	56,955	57,375	57,795	58,215	58,635	59,055	59,475
19	53,865	54,285	54,705	55,125	55,545	55,965	56,385	56,805	57,225	57,645	58,065	58,485	58,905	59,325	59,745	60,165	60,585
20	54,975	55,395	55,815	56,235	56,655	57,075	57,495	57,915	58,335	58,755	59,175	59,595	60,015	60,435	60,855	61,275	61,695
21	56,085	56,505	56,925	57,345	57,765	58,185	58,605	59,025	59,445	59,865	60,285	60,705	61,125	61,545	61,965	62,385	62,805
22	57,195	57,615	58,035	58,455	58,875	59,295	59,715	60,135	60,555	60,975	61,395	61,815	62,235	62,655	63,075	63,495	63,915
23	58,305	58,725	59,145	59,565	59,985	60,405	60,825	61,245	61,665	62,085	62,505	62,925	63,345	63,765	64,185	64,605	65,025
24	59,415	59,835	60,255	60,675	61,095	61,515	61,935	62,355	62,775	63,195	63,615	64,035	64,455	64,875	65,295	65,715	66,135
25	60,525	60,945	61,365	61,785	62,205	62,625	63,045	63,465	63,885	64,305	64,725	65,145	65,565	65,985	66,405	66,825	67,245
26	61,635	62,055	62,475	62,895	63,315	63,735	64,155	64,575	64,995	65,415	65,835	66,255	66,675	67,095	67,515	67,935	68,355
27	62,745	63,165	63,585	64,005	64,425	64,845	65,265	65,685	66,105	66,525	66,945	67,365	67,785	68,205	68,625	69,045	69,465
28	63,855	64,275	64,695	65,115	65,535	65,955	66,375	66,795	67,215	67,635	68,055	68,475	68,895	69,315	69,735	70,155	70,575
29	64,965	65,385	65,805	66,225	66,645	67,065	67,485	67,905	68,325	68,745	69,165	69,585	70,005	70,425	70,845	71,265	71,685
30	66,075	66,495	66,915	67,335	67,755	68,175	68,595	69,015	69,435	69,855	70,275	70,695	71,115	71,535	71,955	72,375	72,795
31	67,185	67,605	68,025	68,445	68,865	69,285	69,705	70,125	70,545	70,965	71,385	71,805	72,225	72,645	73,065	73,485	73,905
32	68,295	68,715	69,135	69,555	69,975	70,395	70,815	71,235	71,655	72,075	72,495	72,915	73,335	73,755	74,175	74,595	75,015
33	69,405	69,825	70,245	70,665	71,085	71,505	71,925	72,345	72,765	73,185	73,605	74,025	74,445	74,865	75,285	75,705	76,125
34	70,515	70,935	71,355	71,775	72,195	72,615	73,035	73,455	73,875	74,295	74,715	75,135	75,555	75,975	76,395	76,815	77,235
35	71,625	72,045	72,465	72,885	73,305	73,725	74,145	74,565	74,985	75,405	75,825	76,245	76,665	77,085	77,505	77,925	78,345
36	72,735	73,155	73,575	73,995	74,415	74,835	75,255	75,675	76,095	76,515	76,935	77,355	77,775	78,195	78,615	79,035	79,455
37	73,845	74,265	74,685	75,105	75,525	75,945	76,365	76,785	77,205	77,625	78,045	78,465	78,885	79,305	79,725	80,145	80,565
38	74,955	75,375	75,795	76,215	76,635	77,055	77,475	77,895	78,315	78,735	79,155	79,575	79,995	80,415	80,835	81,255	81,675
39	76,065	76,485	76,905	77,325	77,745	78,165	78,585	79,005	79,425	79,845	80,265	80,685	81,105	81,525	81,945	82,365	82,785
40	77,175	77,595	78,015	78,435	78,855	79,275	79,695	80,115	80,535	80,955	81,375	81,795	82,215	82,635	83,055	83,475	83,895
41	78,285	78,705	79,125	79,545	79,965	80,385	80,805	81,225	81,645	82,065	82,485	82,905	83,325	83,745	84,165	84,585	85,005
42	79,395	79,815	80,235	80,655	81,075	81,495	81,915	82,335	82,755	83,175	83,595	84,015	84,435	84,855	85,275	85,695	86,115
43	80,505	80,925	81,345	81,765	82,185	82,605	83,025	83,445	83,865	84,285	84,705	85,125	85,545	85,965	86,385	86,805	87,225
44	81,615	82,035	82,455	82,875	83,295	83,715	84,135	84,555	84,975	85,395	85,815	86,235	86,655	87,075	87,495	87,915	88,335
45	82,725	83,145	83,565	83,985	84,405	84,825	85,245	85,665	86,085	86,505	86,925	87,345	87,765	88,185	88,605	89,025	89,445

2006-2007																	
STEP	BA	BA+6	BA+12	BA+18	BA+24	BA+30	BA+36	BA+42	BA+48	BA+54	BA+60	BA+66	BA+72	BA+78	BA+84	BA+90	BA+96
1	34,130	34,574	35,018	35,462	35,906	36,350	36,794	37,238	37,682	38,126	38,570	39,014	39,458	39,902	40,346	40,790	41,234
2	35,280	35,724	36,168	36,612	37,056	37,500	37,944	38,388	38,832	39,276	39,720	40,164	40,608	41,052	41,496	41,940	42,384
3	36,430	36,874	37,318	37,762	38,206	38,650	39,094	39,538	39,982	40,426	40,870	41,314	41,758	42,202	42,646	43,090	43,534
4	37,580	38,024	38,468	38,912	39,356	39,800	40,244	40,688	41,132	41,576	42,020	42,464	42,908	43,352	43,796	44,240	44,684
5	38,730	39,174	39,618	40,062	40,506	40,950	41,394	41,838	42,282	42,726	43,170	43,614	44,058	44,502	44,946	45,390	45,834
6	39,880	40,324	40,768	41,212	41,656	42,100	42,544	42,988	43,432	43,876	44,320	44,764	45,208	45,652	46,096	46,540	46,984
7	41,030	41,474	41,918	42,362	42,806	43,250	43,694	44,138	44,582	45,026	45,470	45,914	46,358	46,802	47,246	47,690	48,134
8	42,180	42,624	43,068	43,512	43,956	44,400	44,844	45,288	45,732	46,176	46,620	47,064	47,508	47,952	48,396	48,840	49,284
9	43,330	43,774	44,218	44,662	45,106	45,550	45,994	46,438	46,882	47,326	47,770	48,214	48,658	49,102	49,546	49,990	50,434
10	44,480	44,924	45,368	45,812	46,256	46,700	47,144	47,588	48,032	48,476	48,920	49,364	49,808	50,252	50,696	51,140	51,584
11	45,630	46,074	46,518	46,962	47,406	47,850	48,294	48,738	49,182	49,626	50,070	50,514	50,958	51,402	51,846	52,290	52,734
12	46,780	47,224	47,668	48,112	48,556	49,000	49,444	49,888	50,332	50,776	51,220	51,664	52,108	52,552	52,996	53,440	53,884
13	47,930	48,374	48,818	49,262	49,706	50,150	50,594	51,038	51,482	51,926	52,370	52,814	53,258	53,702	54,146	54,590	55,034
14	49,080	49,524	49,968	50,412	50,856	51,300	51,744	52,188	52,632	53,076	53,520	53,964	54,408	54,852	55,296	55,740	56,184
15	50,230	50,674	51,118	51,562	52,006	52,450	52,894	53,338	53,782	54,226	54,670	55,114	55,558	56,002	56,446	56,890	57,334
16	51,380	51,824	52,268	52,712	53,156	53,600	54,044	54,488	54,932	55,376	55,820	56,264	56,708	57,152	57,596	58,040	58,484
17	52,530	52,974	53,418	53,862	54,306	54,750	55,194	55,638	56,082	56,526	56,970	57,414	57,858	58,302	58,746	59,190	59,634
18	53,680	54,124	54,568	55,012	55,456	55,900	56,344	56,788	57,232	57,676	58,120	58,564	59,008	59,452	59,896	60,340	60,784
19	54,830	55,274	55,718	56,162	56,606	57,050	57,494	57,938	58,382	58,826	59,270	59,714	60,158	60,602	61,046	61,490	61,934
20	55,980	56,424	56,868	57,312	57,756	58,200	58,644	59,088	59,532	59,976	60,420	60,864	61,308	61,752	62,196	62,640	63,084
21	57,130	57,574	58,018	58,462	58,906	59,350	59,794	60,238	60,682	61,126	61,570	62,014	62,458	62,902	63,346	63,790	64,234
22	58,280	58,724	59,168	59,612	60,056	60,500	60,944	61,388	61,832	62,276	62,720	63,164	63,608	64,052	64,496	64,940	65,384
23	59,430	59,874	60,318	60,762	61,206	61,650	62,094	62,538	62,982	63,426	63,870	64,314	64,758	65,202	65,646	66,090	66,534
24	60,580	61,024	61,468	61,912	62,356	62,800	63,244	63,688	64,132	64,576	65,020	65,464	65,908	66,352	66,796	67,240	67,684
25	61,730	62,174	62,618	63,062	63,506	63,950	64,394	64,838	65,282	65,726	66,170	66,614	67,058	67,502	67,946	68,390	68,834
26	62,880	63,324	63,768	64,212	64,656	65,100	65,544	65,988	66,432	66,876	67,320	67,764	68,208	68,652	69,096	69,540	69,984
27	64,030	64,474	64,918	65,362	65,806	66,250	66,694	67,138	67,582	68,026	68,470	68,914	69,358	69,802	70,246	70,690	71,134
28	65,180	65,624	66,068	66,512	66,956	67,400	67,844	68,288	68,732	69,176	69,620	70,064	70,508	70,952	71,396	71,840	72,284
29	66,330	66,774	67,218	67,662	68,106	68,550	68,994	69,438	69,882	70,326	70,770	71,214	71,658	72,102	72,546	72,990	73,434
30	67,480	67,924	68,368	68,812	69,256	69,700	70,144	70,588	71,032	71,476	71,920	72,364	72,808	73,252	73,696	74,140	74,584
31	68,630	69,074	69,518	69,962	70,406	70,850	71,294	71,738	72,182	72,626	73,070	73,514	73,958	74,402	74,846	75,290	75,734
32	69,780	70,224	70,668	71,112	71,556	72,000	72,444	72,888	73,332	73,776	74,220	74,664	75,108	75,552	75,996	76,440	76,884
33	70,930	71,374	71,818	72,262	72,706	73,150	73,594	74,038	74,482	74,926	75,370	75,814	76,258	76,702	77,146	77,590	78,034
34	72,080	72,524	72,968	73,412	73,856	74,300	74,744	75,188	75,632	76,076	76,520	76,964	77,408	77,852	78,296	78,740	79,184
35	73,230	73,674	74,118	74,562	75,006	75,450	75,894	76,338	76,782	77,226	77,670	78,114	78,558	79,002	79,446	79,890	80,334
36	74,380	74,824	75,268	75,712	76,156	76,600	77,044	77,488	77,932	78,376	78,820	79,264	79,708	80,152	80,596	81,040	81,484
37	75,530	75,974	76,418	76,862	77,306	77,750	78,194	78,638	79,082	79,526	79,970	80,414	80,858	81,302	81,746	82,190	82,634
38	76,680	77,124	77,568	78,012	78,456	78,900	79,344	79,788	80,232	80,676	81,120	81,564	82,008	82,452	82,896	83,340	83,784
39	77,830	78,274	78,718	79,162	79,606	80,050	80,494	80,938	81,382	81,826	82,270	82,714	83,158	83,602	84,046	84,490	84,934
40	78,980	79,424	79,868	80,312	80,756	81,200	81,644	82,088	82,532	82,976	83,420	83,864	84,308	84,752	85,196	85,640	86,084
41	80,130	80,574	81,018	81,462	81,906	82,350	82,794	83,238	83,682	84,126	84,570	85,014	85,458	85,902	86,346	86,790	87,234
42	81,280	81,724	82,168	82,612	83,056	83,500	83,944	84,388	84,832	85,276	85,720	86,164	86,608	87,052	87,496	87,940	88,384
43	82,430	82,874	83,318	83,762	84,206	84,650	85,094	85,538	85,982	86,426	86,870	87,314	87,758	88,202	88,646	89,090	89,534
44	83,580	84,024	84,468	84,912	85,356	85,800	86,244	86,688	87,132	87,576	88,020	88,464	88,908	89,352	89,796	90,240	90,684
45	84,730	85,174	85,618	86,062	86,506	86,950	87,394	87,838	88,282	88,726	89,170	89,614	90,058	90,502	90,946	91,390	91,834
46	85,880	86,324	86,768	87,212	87,656	88,100	88,544	88,988	89,432	89,876	90,320	90,764	91,208	91,652	92,096	92,540	92,984

B. Teaching Assistant Salaries

The Teaching Assistants' salary schedule is indexed at (.475 times Teachers' Salary Schedule, BA column, divided by 200 days, divided by 7 hours and 30 minutes) for each year.

TEACHING ASSISTANTS			
	2004/05	2005/06	2006/07
Bachelors Degree	\$.80/hr	\$.85/hr	\$.90/hr
NYS Certification or equivalent	\$1.05/hr	\$1.10/hr	\$1.15/hr
Masters Degree	\$1.30/hr	\$1.35/hr	\$1.40/hr
Student Mediators	\$.80/hr	\$.85/hr	\$.90/hr

(Teaching Assistant Salary Schedule shown on Page 42)

1. Teaching assistants will receive \$356 in 2004-05; \$370 in 2005-06; and \$385 in 2006-07 above regular salary beginning in their eighth year of credited service; this adjustment will only be made at the start of the school year.
2. In the event that any teaching assistant terminates employment prior to commitment under this agreement, that teaching assistant will be expected to reimburse the school district for any and all overpayment of monies as may be determined by the Business Office.
3. Teaching assistants shall not be penalized through salary deduction or extension of work year for services not rendered on such days when school is not in session as a result of emergency, school closing, or Superintendent's Conference Day.
4. Teaching assistants will be paid at his/her hourly rate of pay for each hour of assigned work up to 40 hours per week during any week of the calendar year. Any work in excess of 40 hours in any week shall be paid at one and one-half (1 1/2) times the regular hourly rate of pay.

TEACHER ASSISTANTS

STEP	HOURLY 2004-2005	**ANNUALIZED 2004-2005	HOURLY 2005-2006	**ANNUALIZED 2005-2006	HOURLY 2006-2007	**ANNUALIZED 2006-2007
1	\$10.45	\$14,577.75	\$10.73	\$14,968.35	\$10.81	\$15,079.95
2	10.80	15,066.00	11.08	15,456.60	11.17	15,582.15
3	11.15	15,554.25	11.43	15,944.85	11.54	16,098.30
4	11.50	16,042.50	11.78	16,433.10	11.90	16,600.50
5	11.86	16,544.70	12.14	16,935.30	12.26	17,102.70
6	12.21	17,032.95	12.49	17,423.55	12.63	17,618.85
7	12.56	17,521.20	12.84	17,911.80	12.99	18,121.05
8	12.91	18,009.45	13.19	18,400.05	13.36	18,637.20
9	13.26	18,497.70	13.54	18,888.30	13.72	19,139.40
10	13.61	18,985.95	13.89	19,376.55	14.08	19,641.60
11	13.97	19,488.15	14.25	19,878.75	14.45	20,157.75
12	14.32	19,976.40	14.60	20,367.00	14.82	20,673.90
13	14.67	20,464.65	14.95	20,855.25	15.18	21,176.10
14	15.02	20,952.90	15.30	21,343.50	15.54	21,678.30
15	15.37	21,441.15	15.65	21,831.75	15.91	22,194.45
16	15.72	21,929.40	16.00	22,320.00	16.27	22,696.65
17	16.07	22,417.65	16.35	22,808.25	16.63	23,198.85
18	16.43	22,919.85	16.71	23,310.45	17.00	23,715.00
19	16.78	23,408.10	17.06	23,798.70	17.36	24,217.20
20	17.13	23,896.35	17.41	24,286.95	17.73	24,733.35
21	17.48	24,384.60	17.76	24,775.20	18.09	25,235.55
22	17.83	24,872.85	18.11	25,263.45	18.45	25,737.75
23	18.18	25,361.10	18.46	25,751.70	18.82	26,253.90
24	18.53	25,849.35	18.81	26,239.95	19.19	26,770.05
25	18.89	26,351.55	19.17	26,742.15	19.55	27,272.25
26	19.24	26,839.80	19.52	27,230.40	19.91	27,774.45
27	19.59	27,328.05	19.87	27,718.65	20.28	28,290.60
28	19.94	27,816.30	20.22	28,206.90	20.64	28,792.80

*** Teacher Assistants are hourly employees. Annualized salary has been calculated assuming a 7 ½ hour day, for illustration purposes only. While the hourly rate is guaranteed, the annualized salary may vary.*

C. Counselors, Psychologists, and Social Workers

1. Guidance counselors, school psychologists, and social workers will work a basic extended 10-month school year from September 1 to June 30 as defined in Article 5 of this Agreement.
2. Guidance counselors, school psychologists, and social workers shall receive a differential for the extended work year of \$3,707 for 2004-05, \$3,855 for 2005-06, and \$4,009 in 2006-07.

D. Coordinators

1. Coordinators will work a basic extended 10-month school year from September 1 to June 30 as defined in Article 5 of this Agreement.
2. All coordinators shall be paid a differential of \$3,707 for 2004-05, \$3,855 for 2005-06, and \$4,009 in 2006-07. Such employees shall not be eligible for any additional monies September 1 to June 30.
3. Coordinators shall be relieved of all supervisory duties.

E. Elementary Dean of Students

1. Unit members who act in the capacity of Elementary Dean of Students shall retain seniority and tenure in his/her area(s) of certification.
2. The unit member will retain the position until either he/she, or the District, wishes to make a change.
3. The position shall be a ten month position in which unit members will be paid on the appropriate salary step. Unit members in this position will be paid 1/200th of their appropriate salary for each day of extra work beyond the school year.
4. Unit members agreeing to act in this position will retain all protections afforded them by the collective bargaining agreement.
5. The position of Elementary Dean of Students will be filled by unit members who volunteer to do so. It shall not be filled by appointment or mandate.
6. Nothing set forth herein shall preclude the District from:
 - a. Changing the scope and responsibilities of the position into an administrative position filled by a member of the Indian River Association of Professional administrators, or
 - b. Filling the position with a person participating in an administrative internship as part of his/her academic program in administration through a duly recognized college or university.
7. The Indian River Education Association acknowledges the right of the District to assign work. Notwithstanding same, the parties hereto agree that the duties of the Elementary Dean of Students will not include supervisory authority over bargaining unit members.
8. The stipend for such position shall be the same as the Primary Head Teacher.

F. Summer Employment

Each unit member holding any of the following positions shall receive 1/200 of his/her salary for each day worked in July and August:

- 1) Coordinator
- 2) School Psychologist
- 3) Guidance Counselor
- 4) Social Worker
- 5) Agricultural Instructor
- 6) Unit members assigned to screen, test, or assess students (pro-rata)

G. Extra-Curricular Activities

Required duties may not include non-teaching service such as janitorial, police, or bus driving, not normally performed by unit members, but may include supervision of extra-curricular functions. Such supervision will be assigned using a volunteer roster. When there are no volunteers, supervisors will be assigned using a rotating alphabetical roster that shall be continued from year to year. Such a roster will be developed in cooperation with the Association and managed by the Association. Teachers may switch assignments when mutually agreed and with the approval of the Building Principal or, for Music Department activities, the Superintendent of Schools. In the case of chaperoning events, the numbers of chaperones will be determined by the Director of H.P.E.R.A. or the appropriate building principal.

Each supervisor will be paid according to the following schedule for the 2004-05, 2005-06, and 2006-07 school years when in excess of the required evening events:

H. Extra-Curricular Activities	Rate of Compensation		
	2004-2005	2005-2006	2006-2007
Play	\$41	\$42	\$44
Dance	\$63	\$66	\$69
Prom	\$63	\$66	\$69
Concert	\$34	\$36	\$37
Athletic Event	\$41	\$42	\$44

After School Music Department Activities			
All State	\$82	\$85	\$89
Bi-County	\$82	\$85	\$89
Solo Festival	\$82	\$85	\$89

Full Day Music Department Activities			
All-State	\$163	\$169	\$177
Bi-County	\$163	\$169	\$177
Solo Festival	\$163	\$169	\$177

I. Extra Pay for Extra Duty	2004-2005	2005-2006	2006-2007
Head Teacher, Primary	\$1,882	\$1,958	\$2,036
Head, Department	\$1,882	\$1,958	\$2,036
Advisors:			
Senior Class	\$1,504	\$1,564	\$1,627
Junior Class	\$449	\$467	\$486
Sophomore Class	\$353	\$367	\$381
Freshman Class	\$353	\$367	\$381
Eighth Grade	\$309	\$321	\$334
Seventh Grade	\$309	\$321	\$334
Student Council, High	\$929	\$966	\$1,005
Student Council, Middle	\$780	\$811	\$844
AFS	\$479	\$499	\$519
Art Club, Middle	\$441	\$459	\$477
Drama Club (per play not to exceed 3)	\$509	\$529	\$550
Drama Club Assist. (per play not to exceed 3)	\$263	\$274	\$285
Drug Quiz	\$883	\$918	\$955
Forensic	\$479	\$499	\$519
Junior Classical League	\$353	\$367	\$381
Key Club	\$479	\$499	\$519
National Honor Society	\$703	\$731	\$760
Newspaper, High	\$929	\$966	\$1,005
Odyssey of the Mind	\$883	\$918	\$955
SADD	\$479	\$499	\$519
Science Fair (High School)	\$763	\$794	\$826
Ski Club, High	\$479	\$499	\$519
Ski Club, Middle	\$479	\$499	\$519
Spelling Bee	\$833	\$866	\$901
Whiz Quiz	\$883	\$918	\$955
Year Book (High School)	\$1,152	\$1,198	\$1,246
Jazz Rock	\$1,152	\$1,198	\$1,246
Stageband	\$490	\$509	\$530
Marching Band Leader	\$1,601	\$1,665	\$1,731
Asst. Marching Band Leader, Spring (3)	\$740	\$770	\$801
Asst. Marching Band Leader, Summer (3)	\$740	\$770	\$801
Pep Band Leader (Fall Season)	\$740	\$770	\$801
Pep Band Leader (Winter Season)	\$740	\$770	\$801
Musical:			
Musical Director(s) - max. 3 (ea)	\$1,211	\$1,259	\$1,309
Artistic Director(s) - max. 2 (ea)	\$1,211	\$1,259	\$1,309
Accompanist	\$1,211	\$1,259	\$1,309
choreographer	\$606	\$631	\$656
Pit Musicians - max. 10 (ea)	\$151	\$157	\$163
Play, Junior/Senior	\$833	\$866	\$901
Play, Junior/Senior Assist.	\$449	\$467	\$486
Play, Middle	\$763	\$794	\$826
In cases where more than one individual shares one of the above, an additional \$200 will be shared equally by the individuals.			

J.1. Coaching Stipends	2004-2005	2005-2006	2006-2007
Baseball:			
Head Varsity, Boys	\$2,641	\$2,746	\$2,856
JV Boys	\$2,108	\$2,192	\$2,280
Modified (7th Grade and 8th Grade)	\$1,419	\$1,475	\$1,534
Basketball			
Head Varsity, Boys	\$2,641	\$2,746	\$2,856
Asst. Varsity, Boys	\$2,108	\$2,192	\$2,280
JV Boys	\$2,108	\$2,192	\$2,280
JV "B" Boys (Freshmen)	\$1,889	\$1,964	\$2,043
Modified (7th Grade and 8th Grade)	\$1,419	\$1,475	\$1,534
Head Varsity, Girls	\$2,641	\$2,746	\$2,856
Asst. Varsity, Girls	\$2,108	\$2,192	\$2,280
JV Girls	\$2,108	\$2,192	\$2,280
JV "B" Girls (Freshmen)	\$1,889	\$1,964	\$2,043
Modified (7th Grade and 8th Grade)	\$1,419	\$1,475	\$1,534
Bowling, Varsity	\$1,355	\$1,409	\$1,466
Cheerleading			
Varsity, Fall	\$1,342	\$1,395	\$1,451
JV, Fall	\$1,104	\$1,149	\$1,195
Varsity, Winter	\$1,342	\$1,395	\$1,451
JV, Winter	\$1,104	\$1,149	\$1,195
Football			
Varsity, Head	\$2,864	\$2,979	\$3,098
Varsity Asst. I	\$2,598	\$2,702	\$2,810
Varsity Asst. II	\$2,598	\$2,702	\$2,810
JV Head	\$2,598	\$2,702	\$2,810
JV Asst.	\$1,784	\$1,855	\$1,929
Modified, Head (7th and 8th Grade)	\$1,889	\$1,964	\$2,043
Modified, Asst. (7th and 8th Grade)	\$1,784	\$1,855	\$1,929
Modified, Head (9th Grade)	\$1,889	\$1,964	\$2,043
Modified, Asst. (9th Grade)	\$1,784	\$1,855	\$1,929
Golf	\$1,784	\$1,855	\$1,929
Hockey			
Head, Varsity	\$2,864	\$2,979	\$3,098
Asst. Varsity	\$2,598	\$2,702	\$2,810
LaCrosse			
Varsity, Head (Boys)	\$2,864	\$2,979	\$3,098
Varsity Asst. (Boys)	\$2,598	\$2,702	\$2,810
JV Head (Boys)	\$2,598	\$2,702	\$2,810
JV Asst. (Boys)	\$1,784	\$1,855	\$1,929
Modified, Head (Boys)	\$1,889	\$1,964	\$2,043
Modified, Asst. (Boys)	\$1,784	\$1,855	\$1,929
Varsity Head (Girls)	\$2,641	\$2,746	\$2,856
Varsity Asst. (Girls)	\$2,108	\$2,192	\$2,280
Modified, Head (Girls)	\$1,419	\$1,475	\$1,534

Soccer				
	Varsity, Head (Boys)	\$2,641	\$2,746	\$2,856
	Varsity Asst. (Boys)	\$2,108	\$2,192	\$2,280
	JV Head (Boys)	\$2,108	\$2,192	\$2,280
	Modified (7th Grade and 8th Grade Boys)	\$1,419	\$1,475	\$1,534
	Varsity Head (Girls)	\$2,641	\$2,746	\$2,856
	Varsity Asst. (Girls)	\$2,108	\$2,192	\$2,280
	JV Head (Girls)	\$2,108	\$2,192	\$2,280
	Freshman Head (Girls)	\$1,889	\$1,964	\$2,043
	Modified, Head (7th and 8th Grade Girls)	\$1,419	\$1,475	\$1,534
Softball				
	Varsity, Head	\$2,641	\$2,746	\$2,856
	Varsity Asst.	\$2,108	\$2,192	\$2,280
	JV Head	\$2,108	\$2,192	\$2,280
	Modified (7th Grade and 8th Grade)	\$1,419	\$1,475	\$1,534
Swimming				
	Varsity, Head (Boys)	\$2,641	\$2,746	\$2,856
	Varsity Asst. (Boys)	\$2,108	\$2,192	\$2,280
	Modified (7th Grade and 8th Grade Boys)	\$1,419	\$1,475	\$1,534
	Varsity Head (Girls)	\$2,641	\$2,746	\$2,856
	Varsity Asst. (Girls)	\$2,108	\$2,192	\$2,280
	Modified, Head (7th and 8th Grade Girls)	\$1,419	\$1,475	\$1,534
Tennis				
	Girls	\$1,996	\$2,076	\$2,159
	Boys	\$1,996	\$2,076	\$2,159
Track				
	Outdoor Varsity, Head (Boys)	\$2,641	\$2,746	\$2,856
	Outdoor Varsity, Asst. (Boys)	\$2,108	\$2,192	\$2,280
	Outdoor Modified	\$1,419	\$1,475	\$1,534
	Outdoor Varsity, Head (Girls)	\$2,641	\$2,746	\$2,856
	Outdoor Varsity, Asst. (Girls)	\$2,108	\$2,192	\$2,280
	Outdoor Modified, Head	\$1,419	\$1,475	\$1,534
	Outdoor Modified, Asst.	\$1,326	\$1,379	\$1,434
	Indoor Varsity, Head (Boys)	\$2,641	\$2,746	\$2,856
	Indoor Varsity, Head (Girls)	\$2,641	\$2,746	\$2,856
Cross Country				
	Varsity, Head (Girls)	\$1,958	\$2,037	\$2,118
	Modified (Girls)	\$1,419	\$1,475	\$1,534
	Varsity, Head (Boys)	\$1,958	\$2,037	\$2,118
	Modified (Boys)	\$1,419	\$1,475	\$1,534
Volleyball				
	Varsity, Head	\$2,641	\$2,746	\$2,856
	JV	\$1,889	\$1,964	\$2,043
	Modified (7th Grade & 8th Grade)	\$1,419	\$1,475	\$1,534
Wrestling				
	Varsity, Head	\$2,641	\$2,746	\$2,856
	JV	\$2,260	\$2,350	\$2,444
	Modified	\$1,419	\$1,475	\$1,534
Longevity (experience)		\$38	\$40	\$42

2. For longevity, coaches will receive one year of credited service for each season of coaching excluding the first year.
 - a. Unit members with coaching experience in the same sport in the District will be given full credit for experience at any level and will be given fifty percent experience credit for coaching in another sport.
 - b. Unit members with coaching experience in another district will be given credit for experience up to their full experience if in the same sport at any level they are coaching in this District and up to fifty percent experience credit for coaching in another sport.
3. In the event that a Varsity or Assistant Varsity Coaches' coaching duties extend beyond the scheduled season as a result of his/her team qualifying for playoffs, league tournaments, class, sectional or intersectional competition, such coach(es) shall receive 10% of the base stipend for each contest played beyond the regular season.
4. Coaches' salaries of new sports, as might be approved by the Board of Education, will be funded by additional monies based upon criteria set forth in Appendix A as mutually agreed upon.
5. Extra pay for coaching or coordinating intramurals:
 - a. Unit members with coaching a minimum of ten (10) one-hour sessions, or their equivalent, will be paid a maximum of \$287 in 2004-05, \$299 in 2005-06, and \$310 in 2006-07.
 - b. If ten (10) one-hour sessions, or their equivalent, are not completed, a pro rata amount to be agreed upon by the Superintendent of Schools and the President of the IREA will be paid.
 - c. The Organizer of Middle School Intramurals will be paid a stipend of \$338 in 2004-2005, \$352 in 2005-06 and \$366 in 2006-07 for each of three intramural seasons: Fall, Winter, and Spring.
6. Coaching salaries will be paid upon completion of all coaching duties, including any necessary year end paper work and return of equipment.
7. Evaluation of Coaches
 - a. The District shall have the right to evaluate the performance of employees hired for coaching positions. Evaluation shall be consistent with Coaching Evaluation Philosophy/Purpose and completed on forms specified in Appendix "E."
 - b. Such evaluation shall be used by the District to determine the employee's performance as a coach and may be considered by the District for any further appointments.
 - c. In the event that other events occur during the course of an employee's performance as a coach that the District believes should be considered in relation to the employee's overall performance with the District, the District reserves the right to comment upon such incident(s) through the use of counseling memoranda and/or letters of reprimand.

- d. A copy of the coaching evaluation is annexed hereto as Appendix "E."
8. Qualified members of the bargaining unit shall be given priority for coaching vacancies except for non-bargaining unit members who have coached at Indian River in the same sport for three years or more and have the appropriate certification from the Commissioner of Education. In this case they will be treated as equivalent to unit members. For the purposes of this clause "qualified" shall mean
- meeting the requirements set forth in Section 135.4 of the Regulations of the Commissioner of Education, and
 - Having received a satisfactory coaching evaluation(s) in the prior school year, or being otherwise a member of the bargaining unit and not having coached in the prior school year.
 - In the event that no qualified members of the bargaining unit applies for a coaching vacancy, non-bargaining unit members may be appointed to such coaching vacancy.

K. Summer and Vacation Curriculum Work

1. Unit members participating in summer and vacation curriculum work shall be paid at the rate of \$22.28 per hour in 2004-05, \$23.17 in 2005-06, and \$24.10 in 2006-07. All curriculum work done by unit members shall be performed on a voluntary basis.
2. In addition, unit members participating in the interview or orientation process shall be paid at the rate of \$22.28 per hour in 2004-05, \$23.17 in 2005-06, and \$24.10 in 2006-07.

L. Extended Work

The following positions shall be paid at one two-hundredth (1/200) of their salary for days worked during times other than the regular school calendar year:

- District-wide Interactive Technology Specialists,
- School-to-Work Teacher,
- Other work for which the district and the IREA deems this the appropriate rate.

Such workdays shall be prescribed in number and with prior written approval of the Superintendent or Assistant Superintendent regarding the nature of work to be done.

ARTICLE 23

RETIREMENT INCENTIVE

Unit members who meet the following criteria will be eligible for a deferred income payment, as follows. The teacher may elect (a) to be paid on the first working day of the calendar year following the year of retirement, or, (b) to have the money paid as part of their final year's salary.

Teachers: \$7,500 in the school year in which the employee is first eligible to draw benefits without any reduction for age or service.

Teaching Assistants: \$3,000 - in the school year in which the employee is first eligible to draw benefits without any reduction for age or service.

1. The unit member must be of an age by August 31, following notice of retirement that he/she is eligible to draw benefits from the TRS without any diminution of benefits due to age or service and have completed at least 15 years of full-time service in the District by the date of retirement.
2. The unit member must submit his/her resignation to the Superintendent by April 15 of the year of retirement.
3. If the retirement is a disability retirement, the age restriction of 55 and advance notice shall be waived, provided the member has at least ten (10) years of full-time service in the District on the effective date of retirement.
4. The unit member must have (obtain) an approved retirement from the New York State Teachers' Retirement System.
5. The unit member must not be subject to mandatory retirement requirements prior to August 31 following the current school year.
6. Unit member who give notice of retirement, but are requested by the District to stay in service for additional years, will continue to be eligible for the amount they were eligible for on date of original retirement notice.

In addition, unit members will be paid for unused sick leave days (not to exceed 200) that they have accumulated through the date of retirement at the following daily rates:

- \$25 for the first 100 unused sick leave days,
- \$40 for the 101st through the 150th unused sick day, and
- \$55 for the 151st through the 200th unused sick leave day

The member may elect (a) to be paid on the first working day of the calendar year following the date of retirement, or, (b) to have the money paid as part of his/her final year's salary.

Such payment for unused sick leave will be in lieu of any other payment for sick leave.

ARTICLE 24

JUST CAUSE CLAUSE

No tenured member shall be dismissed, disciplined, reduced in rank or compensation except for:

1. Persistent tardiness,
2. Serious or continued failure to complete required reports on time,
3. Serious or continued failure to meet acceptable standards of teaching performance in the classroom, as established by the District,
4. Inability to control student behavior,
5. Inadequate command of subject matter,
6. Repeated poor language usage in the classroom,
7. Serious or repeated failure to comply with administrative directives,
8. Use of alcohol or illegal drugs while on the job,
9. Immorality,
10. Dishonesty,
11. Serious or continued failure to accept assigned duties,
12. Unwarranted abusive criticism of fellow employees in the media, PTA meetings, or other public forums,
13. Serious or repeated misuse of sick leave or other leave,
14. Conviction of a crime involving drugs,
15. Such other just cause as may be shown.

ARTICLE 25

DUE PROCESS FOR PROBATIONARY MEMBERS

- A. Dismissal and/or discipline for non-tenured members employed in the Indian River School District will be governed by due process as follows:
1. Members will be advised of performance standards to be met in classroom performance, paid extra-curricular activities and other assigned duties.
 2. Evaluation techniques will be utilized as outlined in this contract. The employee will be warned in writing of the failure to meet the standards of the District regarding classroom performance. Specific suggestions for improvement in classroom performance will be made in deficient areas. The member will be advised of the possibility of non-renewal or denial of tenure, if such is the case.
 3. Substantiation will be given that, despite the warning, the employee has failed to correct the deficiency through presentation of relevant evidence.
 4. When a particular incident or occurrence is, in and of itself, extremely serious or the employee may reasonably have been expected to know that his or her conduct was seriously inappropriate, then in such an instance action may be taken by the District without regard of #1, #2, or #3 above.
- B. In the case of a grievance over employee dismissal, either the Association or the District may request arbitration by a third party, whose decision shall be binding. In such a grievance, the arbitrator shall be limited solely to questions of procedure and shall be constrained from ruling on questions of administrative judgment.

ARTICLE 26

MISCELLANEOUS PROVISIONS

A. All terms and conditions of employment not covered or abridged by this agreement shall continue to be subject to the Board's exclusive direction and control during the life of the agreement.

B. This agreement shall supersede any rules, regulations or practices of the Board that shall be contrary to or inconsistent with its terms. The provisions of this agreement shall be incorporated into and be considered part of the established policies of the Board.

C. *Contract Integrity*

1. Any individual arrangement, agreement or contract between the Board and an individual unit member, heretofore executed, shall be subject to and consistent with the terms and conditions of this agreement and any individual arrangement, agreement or contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If an individual arrangement, agreement or contract contains any language inconsistent with this agreement, this agreement, during its duration, shall be controlling.

2. In order to protect the rights of each member of the Indian River Education Association under the Contract and to protect the integrity of the document itself, any exceptions to the Agreement deemed necessary to address a specific individual circumstance or need must be approved by a majority vote of the members of the Executive Council of the Indian River Education Association and the Indian River Board of Education. Exceptions approved shall be only for a specified length of time, not to exceed the duration of the Agreement.

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

E. Copies of this agreement shall be printed at the expense of the Board and distributed to all members now employed within two (2) weeks after the execution of this agreement. Members new to the system will be given a copy of the agreement as soon as practicable.

F. The Association, on or before July 1 of each year, or within five (5) days of the change in any item of information, shall furnish to the Board a listing of each and every officer of the Association.

G. On or before July 1 of each year, the Association shall furnish the Board the name of those persons designated to receive any and all legal papers on behalf of the Association.

H. The following articles will be considered not applicable to teaching assistants:

- 6 Curriculum Development
- 8 Summer Sabbatical
- 12 Certification and Assignment
- 14 Hours and Load: A, B, C.1, E
- 15 Class Size
- 18 Lesson Planning, Evaluation & Counseling Memoranda:
A: (lesson plans)
- 22 Pay Scales: C, E, G

I. When the swimming pool and the auditorium are used for community activities, the District shall determine the procedures to be followed for insuring that adequate supervision is available and such supervision and/or lifeguard duty shall not be deemed IREA bargaining unit work.

DURATION OF AGREEMENT

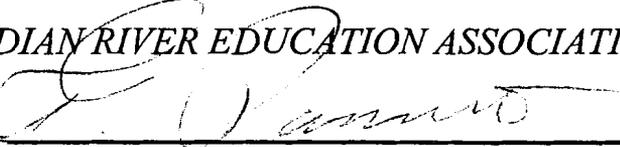
The contract shall be a three-year contract from July 1, 2004 through June 30, 2007.

In the event either party wishes to amend this agreement, notice may be given in accordance with Article 1, Section B. Negotiations concerning such proposed amendments shall proceed in accordance with the provisions of Article 1, Section C, of this agreement. The successor agreements resulting from such negotiations shall take effect beginning the following July 1 or at such time as they may be mutually agreeable to the parties.

INDIAN RIVER CENTRAL SCHOOL BOARD OF EDUCATION

By  9/2/04
Superintendent of Schools Date

INDIAN RIVER EDUCATION ASSOCIATION

By  9/7/04
President IREA Date

**APPENDIX A: Application for Summer Sabbatical
Indian River Central School District**

Name: _____

Teaching Assignment/Building: _____

Objective/Goals of Summer Course Work: _____

Courses (finalized upon availability)

Credits

College

Courses (finalized upon availability)	Credits	College
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

How will course work be of benefit to school district?

Signature: _____

Date: _____

APPENDIX C
SUMMER SCHOOL

- A. Employees hired as teachers in the summer school program shall be paid for each summer school course taught as follows: 2004-05, \$1,600; 2005-06, \$1,600; and 2006-07, \$1,600. This rate assumes 30 days of work at 1 ½ hours per day. Therefore, the daily rate per 1 ½ hours of work will be 1/30th of the above listed rates. Employees hired as teaching assistants in the summer school program shall be paid 47.5% of the summer school course rate received by teachers. Each course shall run 28-30 days and shall consist of 1.5 hours of instruction each day. In the event an employee is a teacher or a teaching assistant for more than one course (s)he will receive the above amount for each course (or block of time equivalent for Drivers Education) taught.
- B. Longevity: The District shall pay an additional \$50 for each year of summer school experience up to a cap of four (4) years. Up to four (4) years of retroactive experience will be granted.
- C. The District shall post notices of the course that will be offered in summer school throughout the District with a deadline for applications.
1. TEACHERS: First priority in summer school hiring will be given to District teachers who taught the course being offered during the preceding school year. Second priority will be given to District teachers who are certified to teach the course being offered in summer school.
 2. TEACHING ASSISTANTS: First priority in hiring will be given to District teaching assistants who were assigned to the course or program during the preceding school year which is most similar to that being offered in summer school. Second priority will be given to District teaching assistants who are qualified for the summer school position.
 3. In the event of multiple applicants who meet the first or second priority in A or B above, District seniority will be used as a tie-breaker with the most senior applicant being hired for the position.
 4. In the event there are no District applicants who fulfill the requirements set forth in the first two levels of hiring, the District will then be free to hire any person it chooses.
- D. District teachers and teaching assistants hired for the summer school program will be permitted to utilize one (1) previously accumulated sick day. Such day, if used, will be deducted from his/her accumulated sick leave. Any absence in excess of one (1) day shall result in a loss of 1/30th of his/her summer school salary per day per course.
- E. It is not intended that any formal evaluation procedures will be undertaken with respect to summer school teaching assignment
- F. In the event that there is a dispute with respect to the terms set forth herein, the IREA shall have the right to submit a grievance in accordance with the terms of Article 2 of this Agreement.
- G. It is expressly understood that all other terms of this Agreement shall not be applicable to the summer school program.

APPENDIX D: INDIAN RIVER CENTRAL SCHOOL DISTRICT
CLASSROOM OBSERVATION FORM

Name of Instructor _____ School _____

Status 1 2 3 Tenure _____ Date of Observation _____ Time In/Out _____

Subject and Grade _____ Name of Observer _____

Overall Assessment:	Satisfactory	Needs to Demonstrate Progress	Unsatisfactory
---------------------	--------------	-------------------------------	----------------

Not Applicable	Lesson Objectives and classroom activities:	Exemplary Evaluator will Comment	Very Good	Good Demonstrates Standard	Needs to Demonstrate Progress Evaluator will comment.	Unsatisfactory Evaluator will comment.
	A. Instructor Characteristics					
	1. Poise: The instructor exhibits composure and self assuredness.					
	2. Communication Skills: The instructor's verbal, written, and non-verbal communications are clear and appropriate.					
	3. Demeanor: The instructor is enthusiastic, shows a concern for students, and demonstrates an interest in learning which is conveyed to the students.					
	B. Lesson Preparation					
	1. Planning: There is evidence of pre-planning; (i.e., lesson plans, materials, course outline or developmental sequence).					
	2. Method of Presentation:					
	a. The instructor teaches to the objectives and communicates their importance to the students.					
	b. The instructor meets the individual needs of the students by using appropriate materials and methods.					

Not Applicable	Name of the Instructor:					Exemplary Evaluator will comment	Very Good	Good Demonstrates Standard	Needs to Demonstrate Progress Evaluator will comment.	Unsatisfactory Evaluator will comment.
	Name of the Evaluator:									
Date _____										
	B2. Lesson Presentation: (Method of Presentation):									
	c. The instructor provides timely and specific evaluative feedback to student responses.									
	d. The instructor uses a variety of teaching strategies and activities in the lesson to actively involve the students.									
	e. The instructor checks for understanding and monitors student progress.									
	f. The lesson evidences organization in terms of an anticipatory set, logical development, and closure.									
	C. Instructional Setting:									
	1. The instructional setting is conducive to learning.									
	2. Learning materials appropriate to the lesson are readily available to the students.									
	D. Classroom Atmosphere:									
	1. Procedures and rules are well-defined and understood by the class.									
	2. The instructor keeps the students actively engaged and on task.									
	3. The instructor encourages and capitalizes upon appropriate student ideas.									

1. Observer's Comments: Reactions to Classroom Situations

2. Recommendations

3. Exemplary Practices

4. Instructor Comments

Conference was held on: _____

Administrator Initial: _____

Unit Member Initial: _____

Instructor's Signature: _____ Date: _____

Evaluator's Signature: _____ Date: _____

Summative Evaluation

DIRECTIONS: This form will be distributed at the beginning of each school year and will serve in an advisory capacity for teachers and teaching assistants to have input with their overall evaluation. It will be completed by administrators in accordance with Article 18, Section B5., either as part of, or separate from the classroom observation. For non-tenured staff, this form will be completed no sooner than the fourth quarter of each of the probationary years.

INSTRUCTOR: _____

DATE: _____

BUILDING: _____

EVALUATOR: _____

STATUS: 1 2 3 TENURE OTHER: _____

1. PROFESSIONAL QUALITIES:

2. CONTRIBUTION TO TOTAL PROGRAM:

3. INSTRUCTOR'S COMMENTS:

Conference was held on: _____

Administrator Initial: _____

Unit Member Initial: _____

Instructor's Signature: _____

Date: _____

Evaluator's Signature: _____

Date: _____

APPENDIX E: Indian River Central School Coaching Evaluation Form

Name: _____ Observer: _____

Sport: _____ Date: _____

E - Exemplary (Evaluator will Comment)

V - Very Good

G - Good (Demonstrates Standard)

N - Need to Demonstrate Progress (Evaluator will comment)

U - Unsatisfactory (Evaluator will comment)

	Coaching Characteristics	E	V	G	N	U
1	Develops respect by example in appearance, behavior, language, and conduct during practice and games.					
2	Provides supervision during practice, games, bus trips, locker room, and at other schools.					
3	Follows the rules, regulations and policies set forth in the Coaches' Handbook, Board of Education, State, Section, and League guidelines and administers the policies in a fair and equitable manner.					
4	Has a well-planned and organized practice schedule.					
5	Shows patience, tolerance and understanding toward team members.					
6	Encourages student sportsmanship.					
7	Continues to be updated in C.P.R. and First Aide for Coaches.					
8	Continues to be updated in coaching methods and techniques.					
9	Develops sound public relations with parents, students, staff, community and media.					
10	Communicates with parents and students concerning team and individual matters.					
11	Works with all coaches within the program to develop a well-coordinated program.					
12	Is concerned about care of equipment, including issue, collection, and inventory.					
13	Keeps Athletic Director informed about program events.					

1. Comments and Recommendation from Observer:

2. Coaches Comments:

Coach's Signature: _____ Date: _____

Observer's Signature: _____ Date: _____

COACHING EVALUATION FORM

Philosophy/Purpose:

The coaching evaluation form shall be used to deem a person “qualified” for reappointment as a coach, based upon satisfactory performance.

Procedures:

1. The Athletic Director will evaluate all coaches at least once a season based upon, but not limited to, observations made during practices and games.
2. The Head Varsity coaches will play an advisory role to the Athletics Director in regard to other coaches in that sport.
3. If any specific characteristic observed is deemed “needs to demonstrate progress” or “unsatisfactory”, it will be noted in writing, brought to the attention of the coach concerned within five (5) days of occurrence, acknowledged by signatures of both evaluator and coach, and attached to this evaluation form. Each coach will have an opportunity to react in writing to this matter. The coach will have three (3) school days to respond and his written statement will be attached to the evaluation form.
4. The written observation form will not be part of the teacher/coach’s official personnel file kept in the District Office, unless so requested by the teacher/coach.

**INDIAN RIVER CENTRAL SCHOOL DISTRICT
PUPIL PERSONNEL SERVICES EVALUATION FORM**

	Exemplary Evaluator will comment	Very Good	Good Demonstrate Standard	Needs Improvement	Unsatisfactory Evaluator will comment
Social Worker					
1. Knowledge and proficiency in assessing family and social factors affecting education.					
2. Knowledge and proficiency in conducting family histories.					
B. Crisis Intervention					
1. Knowledge and proficiency in dealing with crisis.					
2. Knowledge and proficiency in obtaining outside intervention.					
C. Professional Development					
1. Willingness to develop administration and interpretation skills with new assessment methods.					
2. Willingness to participate in workshops and conferences in order to increase knowledge and to enhance specific skills.					
D. Professional Relationships					
1. Ability to interact effectively with students.					
2. Ability to communicate effectively with teachers.					
3. Ability to communicate effectively with parents.					
4. Ability to communicate effectively with administrators.					
5. Ability to communicate effectively with other school personnel.					

**INDIAN RIVER CENTRAL SCHOOL DISTRICT
PUPIL PERSONNEL SERVICES EVALUATION FORM**

	Exemplary Evaluator Will Comment	Very Good	Good Demonstrate Standard	Needs To Demonstrate Progress Evaluator Will Comment	Unsatisfactory Evaluator Will comment
E. Professionalism					
1. Quality of recommendations for intervention.					
2. Quality of written reports.					
3. Efficiency of processing referrals.					
4. Follow-up procedures, i.e. teacher conferences, student counseling, consultation with teachers and parents involved in intervention techniques.					
5. Ability to advocate effectively for students.					



INDIAN RIVER CENTRAL SCHOOL DISTRICT
PUPIL PERSONNEL SERVICES EVALUATION FORM

Overall Evaluation of _____ School _____

Status _____ Area _____ Date _____

I. Job Description Fulfillment:

II. Contribution to Total Program:

III. Exemplary Practices:

IV. Staff Member's Comments:

Staff Member

Evaluator

Date

Date

APPENDIX G: Personal Leave Request Form:

To: (Building Principal)
From: (IREA Member)\
Subj: Request for Personal Leave
Date: *

I am requesting the use of a personal day(s) on _____.

As per contract, I assure you that this request for personal business is not for vacation or recreation. Likewise, I assert that this personal business is of such that it cannot be scheduled other than during the contractual work day.

*two working days in advance:

Administrative Action:

_____ Received ** _____ Acknowledged

Signature: _____

** forward to Superintendent due to vacation implications.

Vacation Extensions

If this day is to be used the day before or after a vacation or an extended holiday weekend, please provide specific reasons why such day is required.

_____ Approved _____ Disapproved

Superintendent of Schools: _____

APPENDIX H - APPR

Indian River Central School District Comparison of Evaluation Tracks				
	Apprentice		Mastery	Tenured
	1 st Year	2 nd /3 rd Year		
Who	Teachers in first year in district	All other non-tenured teachers	Two-thirds of tenured teachers at option of principal	One-third of tenured teachers
General Description	Orientation program and Evaluation program as stated in contract	Evaluation program as stated in contract (previously tenured teachers must attend orientation programs)	Non-traditional: emphasis on goal-setting, and peer observation and assistance and research projects. Little or no involvement with the Principal	Evaluation program as in contract
Primary Evaluator	Principal/Supervisor	Assistant Superintendent/ Principal	Principal/ Supervisor	Principal/ Supervisor
Observations (minimum)	As per contract with pre-conference. Unannounced observations need no pre-conference	As per contract with pre-conference. Unannounced conferences need no pre-conference.	No observation from Principal unless goals indicate the necessity; Two observations by a peer; Observe a peer twice	As per contract post observation conference and Information Observations
Goal-Setting	Between 1 st day of school and one week after 1 st observation/eval. Prior to Summative evaluation conference	Between 4/15 of the prior year & end of first month of school; Assessment prior to summative evaluation conference (previously tenured teacher date to be set up with principal / supervisor)	Refer to Mastery section	Refer to Tenured Section
Parent-Student Input	May use survey; encouraged to share with principal and/or mentor; Principal/supervisor	Same as first year teacher	May use survey; may share with peer observer or principal / supervisor	May use survey; encouraged to share with principal and/or mentor; principal/supervisor may request survey be done

EVALUATION CYCLE

**BEGINNING –
3RD YEAR
APPRENTICE**

**TENURED
TEACHERS**

INTERVENTION

APPRENTICE – MORE TRADITIONAL

MASTERY - GOAL SETTING AND PEER-OBSERVATION

TENURED - MORE TRADITIONAL

INTERVENTION - ASSISTANCE PROGRAM

Throughout the document “principal” will refer to building principal, supervisor or any other administrative designee

**INDIAN RIVER CENTRAL SCHOOL DISTRICT
TEACHER EVALUATION PROGRAM**

APPRENTICE

PARTICIPANTS

This track is for teachers who are non-tenured in the Indian River Central School District.

EVALUATOR

The principal or director/supervisor/administrative designee of each school is the primary evaluator for the teacher. For itinerant teachers, a principal or administrative designee will be assigned as the primary evaluator for the teacher. The primary evaluator will conduct formal observations, informal observations, gather other data, and complete the summative evaluation form.

MEETING FOR EXPLANATION

Within the first two weeks of school the principal or the designee will meet with all teachers to go over the evaluation process which will include information relative to the evaluation.

DISTRICT STAFF DEVELOPMENT

All teachers on this track will be required to participate in Effective Teaching training. This is an integral part of the evaluative process. This training could be done before school starts for new employees.

CLASSROOM OBSERVATIONS

As per contract

MENTORING

Set up a system that would allow the principal to appoint a teacher (volunteer from Tenured/Mastery) to serve as an apprentice mentor. The mentor will be responsible for visiting with the teacher on a regular basis to answer questions about rules and procedures, expectations, or similar information.

For Track 2 teachers with mentors, there will be at least two times during the year when the teacher is observed by the mentor and, in turn, visits the mentor's class to observe that teacher. There will be pre-and post-observation conferences between teachers. The first will occur during the first two months of the school year.

GOAL – SETTING

For first year teachers, between the beginning of the school year and the week after the principal conducts the first observation, the teacher will be responsible for completing at least two goal statements. For teachers that are non-tenured and not their first year, between April 15 of the prior school year and the end of the first month of the next school year, the teacher will be responsible for completing at least two goal statements. These statements are to come from any of the criteria on which teachers are evaluated. The principal has the right to require the teacher to write a goal to cover an area identified by the principal/supervisor. A principal may have each teacher in the school develop a goal related to an overall school emphasis (e.g. Use of strategies to improve reading, more visibility in the halls, writing across the curriculum, etc.) The principal/supervisor will review the goals, and modifications or changes will be made if deemed necessary by the principal.

SELF-EVALUATION

Prior to June 1 (for first year teachers) and February 15 (for teachers other than first year and non-tenured), the teacher is to conduct at least one self-evaluation by completing the "Teacher Summative Evaluation." These forms will be shared with the principal.

As part of the self-evaluation process, teachers may survey parents and/or students to determine their perceptions of the teachers' job performance. Teachers are encouraged to share the results with their principals (maybe mentors) and reflect this information in their self-evaluation. Principals may request teachers to survey parents and students and to share the results with the principal. Teachers may develop their own surveys, or they may use surveys that are already developed. Any teacher-developed survey should be reviewed and approved by the principal prior to its use.

Summative Evaluation – As per contract

**INDIAN RIVER CENTRAL SCHOOL DISTRICT
TEACHER EVALUATION
MASTERY**

PARTICIPANTS

This track is for approximately two-thirds of the tenured teachers (this number is not a hard or fast number, as experience and skills will determine the actual number). Two out of every three years, a tenured teacher will be on this track, unless the principal chooses to remove the teacher from this track. A teacher cannot be removed from an option for a period of one year except by mutual agreement.

EVALUATOR

The principal or administrative designee. For itinerant teachers, a principal or administrative designee will be assigned as the primary evaluator for the teacher. The primary evaluator will conduct formal observations and gather other data and will complete the summative evaluation.

OPTIONS FOR TEACHERS IN THIS TRACK

OPTION 1 - Teachers in a school who are on this track can work together to provide feedback to each other regarding teaching performance. Teachers who work with each other will observe each other's classroom for the purpose of providing feedback regarding teaching performance. The teachers will conduct pre-observation and post-observation conferences. At least twice each year, each teacher on this track will be observed by a peer and, in turn, will observe a peer. A written summary of the observation will be given to the teacher.

In establishing peer observers a list of a school's Mastery teachers will be made available to each Mastery Teacher who chooses this option at the beginning of the year. Each teacher will select a partner. The principal will assist Mastery teachers in arranging partners, if necessary.

Observations should be of sufficient length to watch a significant portion of the lesson (usually at least 30 minutes). Teachers are encouraged to be creative in finding time to observe their partners' classes. If a teacher cannot find time to observe, the teacher should contact the principal for assistance in covering the class. Use of videotape is encouraged for one of the two required observations.

OPTION 2

ACTION RESEARCH – Individual teachers or a group of teachers identify a problem with which they currently are dealing. For example: An analysis of scores on the ELA test in 4th grade; preventing dropouts or a unit in social studies that teaches critical

thinking. Teachers who select the action research option meet with a committee of teachers and an administrator at the end of the year to report their findings.

OPTION 3

PORTFOLIOS – Under the portfolio option, teachers collect items that they will use to document and to assess their current skill levels. The plan must be approved by the principal. They could include student surveys to find out what feedback students give the teacher, parent surveys, videotapes of the teacher's instruction, examples of students' graded work and similar materials. An example might be a social studies teacher collecting materials he/she uses to teach a 20 week unit on government. When finished he/she reviews the materials, assessments of student achievement and revises the unit according to what was found. The principal and interested teachers will be given final reports at the end of the year.

OPTION 4

PERSONAL GROWTH PLANS – Teachers will select the area in which they wish to enhance their skills. A teacher who chooses this option might concentrate on using technology in their classroom such as an 8th grade teacher integrating a computer into his/her pre-algebra lessons.

The teacher puts their entire plan in writing, including where to obtain the knowledge, what workshops they will attend, what books and articles they expect to read and how they will set up practice activities. It also includes who will observe them as they begin to implement the new learning.

OPTION 5

Mentors for Apprentices

**INDIAN RIVER CENTRAL SCHOOL DISTRICT
TEACHER EVALUATIONS
TENURED**

PARTICIPANTS

This track is for approximately one-third of the tenured teachers in the district (this number is not hard or fast, as the numbers will depend on experience and skill level).

EVALUATOR

The principal of the school, director/supervisor or administrative designee is the primary evaluator for the teacher. For itinerant teachers the same procedure for the other tracks will be used. The primary evaluator will conduct formal observations, gather other data, and complete the summative evaluation.

CLASSROOM OBSERVATIONS

Prior to the evaluator conducting a formal classroom observation, the evaluator and teacher will have a conference. During this conference, the teacher and evaluator will review the objectives for the lesson to be covered, where in the unit the lesson fits, and other specific items relevant to the observation.

As a minimum, the evaluator will conduct the following formal observation/s:

Prior to the end of May there will be one formal observation conducted with two or three short visitations of the same class period/subject area. The formal observation and the short visits will be over a period of ten school days. It is not required to have a conference prior to the short visitations.

After each formal evaluation, the principal will hold a conference with the teacher. A copy of the Evaluation Form, completed by the evaluator, will be shared with the teacher. The teacher will receive a copy of the completed form.

Nothing precludes an evaluator from visiting the classroom and writing more than one formal observation. This type of visit does not require pre and post observation conferences.

GOAL SETTING

Between April 15 of one school year and the end of the first month of the next school year, the teacher will be responsible for completing at least two goal statements. These statements are to come from any of the criteria on which teachers are evaluated. The principal has the right to require the teacher to write a goal to cover an area identified by the evaluator. An evaluator may have each

teacher in this track develop a goal related to an overall school emphasis. The evaluator will review the goals, and modifications or changes will be made if deemed necessary by the evaluator.

SELF-EVALUATION

Prior to February 15, the teacher is to conduct at least one self-evaluation by completing the Teacher Summative Evaluation. These completed forms will be shared with the principal.

As part of the self-evaluation process, teachers may survey parents and/or students to determine their perceptions of the teachers' job performance. Teachers are encouraged to share the results with their principals and reflect this information in their self-evaluation. Principals may request teachers to survey parents or students and share the results with the principal. Teachers may develop their own surveys, or may use surveys already made. Any teacher-developed survey should be reviewed and approved by the principal prior to its use.

SUMMATIVE EVALUATION

As per contract

**INDIAN RIVER CENTRAL SCHOOL DISTRICT
TEACHER EVALUATIONS
INTERVENTION**

PARTICIPANTS

This track is for tenured teachers who are experiencing difficulty due to unsatisfactory performance. This track is designed primarily for those teachers who are demonstrating unsatisfactory performance in the area of instructional process, student relations, or classroom management.

Non-instructional/non-classroom problems (e.g. arrival/departure time violations or confidentiality problems) may or may not result in a teacher being placed on this track.

Teachers who are on this track must sign a statement saying that in the event the District chooses to start terminating their employment in the future, no assistance team member will be subpoenaed to testify in a termination or dismissal hearing. If the teacher refuses to agree not to subpoena assistance team members, then the teacher waives the right to be placed on this track. The district must also sign an agreement waiving their right to subpoena assistance team members.

PHILOSOPHY

Indian River Central School District feels a deep commitment to ensure that each student has the benefit of a quality instructional program. At the same time, the District feels a responsibility to provide intensive, prescriptive assistance to tenured teachers who have been evaluated as less than satisfactory by District standards. The Intervention step provides for a system whereby tenured teachers experiencing difficulty receive assistance for a ninety-day period from peers and continued support from administrators in an effort to assist them to improve their job performance.

INITIATION OF PLACEMENT ON INTERVENTION

If an evaluator determines, and has supporting documentation, that a tenured teacher's job performance does not meet district expectations, then the evaluator must meet with the teacher and inform the teacher that placement on the intervention step will be done. Upon request of the teacher, an IREA representative may be present at meetings.

NOTIFICATION OF RECOMMENDATION TO SUPERINTENDENT

The evaluator will submit to the Assistant Superintendent for Instruction and Personnel Director all documentation concerning the teacher being placed on intervention step. The Assistant Superintendent will notify the evaluator in writing of approval or disapproval of the intervention step placement. If the Assistant Superintendent concurs with the recommendation of the evaluator, the

Assistant Superintendent will inform the evaluator to generate a list of five potential members for the assistance team from a pool of individuals who will have expertise in the area(s) in which the teacher is experiencing difficulty. An attempt will be made to have at least one member of the team be from the same subject-matter area as the teacher.

NOTIFICATION OF TEACHER OF INTERVENTION PLACEMENT

Upon receiving approval from the Assistant Superintendent for intervention placement, the evaluator will inform the teacher. The evaluator will provide the teacher rationale for the placement by reviewing the previously collected documentation. The evaluator will provide in writing the specific areas needing improvement and objectives, which must be accomplished for the teacher to attain satisfactory performance.

The Assistant Superintendent will attend this conference and review the intervention procedures and the list of five potential assistance team members. (Note: If the unsatisfactory performance is in "Relationship with Parents" or "Professional Relations and Responsibilities", the use of an assistance team may not be appropriate. Use of an assistance team in this case will have been determined jointly by the assistant superintendent and the evaluator.)

The teacher will be asked to sign the "Intervention Placement Agreement" waiving his/her right to subpoena assistance team members if a termination or dismissal hearing is held in the future. If the teacher refuses to agree not to subpoena assistance team members, then the Intervention placement will not be made. If the teacher agrees not to subpoena assistance team members, then the placement will be made.

The evaluator and the teacher will select three of the five potential assistance team members to serve on the assistance team. If consensus cannot be reached, the evaluator and the teacher will each strike one name, and the three people whose names remain will serve on the team. (It is not imperative that this be done at the conference if the teacher desires time to think about this.)

NOTIFICATION OF ASSISTANCE TEAM

The Assistant Superintendent will notify the three-team members of their appointments and will select a chairman for the team. The teacher and evaluator will be notified in writing of who will serve as the chairman.

ASSISTANCE TEAM PROCEDURES (NON-EVALUATIVE)

The assistance team is designed to provide optimum support for a teacher in achieving required performance improvement. This team will participate in the development of activities for the remediation plan, observe the teacher's performance, provide direct

assistance as outlined in the plan, suggest further improvement activities, and provide the Intervention teacher with feedback on progress.

TEACHERS ON THE ASSISTANCE TEAM WILL NOT EVALUATE THE INTERVENTION TEACHER

The following outlines the procedures, which will be followed in the Intervention step:

1. Within five days of notification that they have been selected to be team members, the team members will meet with the teacher and the evaluator to discuss areas in which improvement is required and review the performance objectives developed by the evaluator.
2. The assistance team members will arrange for times to conduct individual observations of the teacher. The observations are to be conducted within ten days of the notification of the team members.
3. Within fifteen days of notification of the team members, the team members will meet with the teacher and the evaluator to develop a remediation plan. The remediation plan must be based on the performance improvement objectives established by the evaluator and designed for completion within ninety working days. The plan will include specific improvement activities, timelines, and individual responsibilities of assistance team members, evaluator, and the teacher. All of these persons will sign and receive a copy of the completed remediation plan. The signatures indicate approval of the plan and its implementation.
4. The ninety-day period (school calendar workdays) will begin the day after the conference outlined in #3.
5. During the ninety-day period, the team members will record their efforts and complete their responsibilities.
6. If, in the process of implementing the plan, team members believe that a major modification of the plan needs to be made, the team chairperson will contact the evaluator to schedule a conference to review and revise the plan. This conference will involve the teacher, the evaluator, and the team.
7. At the end of the ninety-day period, the assistance team, the teacher, and the evaluator (if agreed to by the team and teacher) will meet to review progress related to the remediation plan. The Remediation Plan Summary will be completed by the assistance team chairperson and will be signed by the team members, evaluator, and the teacher. This summary will serve as the team's final

report. The teacher may add written comments, if desired, within ten (10) working days of signing the summary. Any and all documents written by the team and teacher cannot be used by either party in any hearing.

8. If teachers require additional time to fulfill number 2 and 3 above, the district shall arrange for such time to be made available.
9. If the teacher wants time away from students it is the district's responsibility to provide time.

EVALUATOR'S RESPONSIBILITIES AND PROCEDURES (EVALUATIVE)

Throughout the implementation of the remediation plan, the performance of the teacher will be monitored and documented by the evaluator.

A minimum of three formal observations by the evaluator will be required during the ninety-day remediation period. Informal observations are not limited. Formal observations follow the identical procedures outlined in the contract. A post-conference is required for each formal observation.

SUMMATIVE EVALUATION CONFERENCE AND REPORT

At the end of the ninety-day period and after the final conference with the assistance team, a summative evaluation will be completed by the evaluator based on the teacher's progress toward remediation objectives, formal and informal and observations. A conference with the teacher will be held to review the evaluation. A copy of the signed evaluations will be provided to the teacher. The originals including observations and the teacher's comments (if any), will be forwarded to the assistant superintendent and superintendent for review. After the review, the signed evaluation and all observations will be forwarded to the personnel department for inclusion in the teacher's personnel file.

The completed evaluation and placement within the evaluation system are final.

Using all the data collected during remediation period the evaluator will determine future placement of the teacher within the evaluation system.

Placement options include:

1. If the evaluations and collected data established that the teacher now meets District expectations, the evaluator will place the teacher on tenured program. Goals for the next evaluation cycle will be completed. The evaluator will continue to work closely

with the teacher for a minimum of ninety days to provide on-going support through the transition after the intervention program placement.

2. If, in the judgment of the evaluator, sufficient progress toward meeting District expectations is being made, but performance does not yet meet these expectations, the intervention placement can be extended for ninety more days (optional). Only one consecutive ninety-day extension will be permitted.
3. If remediation efforts have resulted in insufficient progress toward meeting performance standards, then the Superintendent will make a determination as to what legal course to follow.

EXTENSION OF INTERVENTION FOR ANOTHER NINETY-DAY PERIOD

If the evaluator believes that continued placement on Intervention for a second ninety-day period is in the best interest of the teacher and the District, the evaluator may recommend to the Superintendent an extension of intervention track placement for the teacher.

If the Superintendent does not approve the extension, then the evaluator must make a decision to place the teacher on mastery track or recommend action by the superintendent.

If the Superintendent approves the extension, then these steps will be followed:

1. During the summative conference with the staff member, the evaluator will explain the extension.
2. The evaluator will revise the remediation objectives as necessary.
3. The evaluator will notify the Assistant Superintendent of the need for an assistance team. Members from the first assistance team may be requested to serve on the second team, or members with expertise in new areas indicated by revised objectives may be requested.
4. The selection/appointment of the team, development/revision of the remediation plan, etc., will proceed as detailed in the procedures for the initiation of Intervention.

TECHNICAL ASSISTANCE

PARTICIPANTS

This forty-five day program is for tenured teachers or non-tenured teachers who are experiencing difficulty in the areas of instructional process, student relations, or classroom management and may benefit by working with other teachers in solving the problems. The teacher receiving intervention will continue to be evaluated while Technical Assistance is provided.

INITIATION OF TECHNICAL ASSISTANCE

A teacher or a principal may initiate assistance. If an evaluator determines and has supporting documentation that a teacher's job performance does not meet district expectation in one or more of the areas listed above, then the evaluator will meet with the teacher and inform him/her that the principal would like the teacher to receive Technical Assistance. The evaluator will provide the teacher with a memorandum stating the areas in which the teacher is not meeting expectations and the specific goals for improvement (usually not more than three). If the teacher refuses Technical Assistance then the principal will have the teacher sign a statement saying that the principal requested the teacher to receive Technical Assistance, but the teacher declined the offer. This statement will be placed in the teacher's personnel file. If the teacher agrees to receive Technical Assistance, the evaluator will notify the Assistant Superintendent and the Personnel Director that the placement is being made.

A teacher may request that s/he receive assistance. The principal will determine if placement is appropriate and provide approval or disapproval of the request in writing to the teacher. Together, the principal and teacher will determine objectives to be accomplished during the forty-five days of Intervention.

GENERALIZATION OF ASSISTANCE TEAM

The Assistant Superintendent will generate a list of five potential members for the assistance team from the pool of assistance team members. The potential team members will have expertise in the area/s in which the teacher is experiencing difficulty. An attempt will be made to have at least one member of the team be from the same subject-matter area as the teacher.

The evaluator and the teacher will select three of the five potential assistance team members to serve on the assistance team. If consensus cannot be reached, the evaluator and the teacher will each strike one name, and the three people whose names remain will serve on the team. (It is not imperative that this be done at the conference if the teacher desires time think about this.)

NOTIFICATION OF ASSISTANCE TEAM

Same as for intervention

ASSISTANCE TEAM PROCEDURES (NON-EVALUATIVE)

The assistance team is designed to provide optimum support over a forty-five day period for a teacher as s/he strives to improve in the areas needing improvement. The team will participate in the development of a plan of activities, observe the teacher's performance, provide direct assistance as outlined in the plan, suggest further improvement activities, and provide the Technical Assistance teacher with feedback on progress. **TEACHERS ON THE ASSISTANCE TEAM WILL NOT EVALUATE THE TEACHER.**

ASSISTANCE TEACHER

The following outlines the procedures, which will be followed in Intervention:

1. Within five days of notification that they have been selected to be team members, the team members will meet with the teacher and the evaluator to discuss the areas in which improvement is required and review the performance objectives developed by the principal.
2. The assistance team members will meet individually with the teacher and arrange for times to conduct individual observations of the teacher. The observations are to be conducted within ten days of the notification of the team members.
3. Within fifteen days of notification of the team members, the team members will meet with the teacher and the evaluator to develop a remediation plan. The remediation plan must be based on the performance improvement objectives established by the evaluator (and teacher, if teacher-initiated) and designed for completion within forty-five working days. The plan will include specific improvement activities, timelines, and individual responsibilities of assistance team members, evaluator, and the teacher. All of these persons will sign and receive a copy of the completed remediation plan. The signatures indicate approval of the plan and its implementation.
4. The forty-five day period, the team members will record their efforts and complete their responsibilities. The teacher will keep a log of contacts with assistance team members and of activities conducted relevant to the remediation plan.
5. If, in the process of implementing the plan, team members believe that a major modification of the plan needs to be made, the team chairperson will contact the evaluator to schedule a conference to review and revise the plan. This conference will involve the teacher, the evaluator, and the team.
6. At the end of the forty-five day period, the assistance team chair will write a memorandum to the teacher and the principal summarizing the activities conducted during the forty-five days. The assistance team, evaluator, and the teacher will meet briefly

to review the memorandum, and then all will sign it. This summary will serve as the team's final report. The teacher may add written comments, if desired, within seven working days of signing the summary.

EVALUATOR'S RESPONSIBILITIES AND PROCEDURES (EVALUATIVE)

Throughout the forty-five days, the performance of the teacher will be monitored and documented by the evaluator.

A minimum of one formal observation by the evaluator will be required during the forty-five day remediation period, and one formal observation will be required immediately following the forty-five day period. Informal observations are not limited. Formal observations follow the contract. A post-observation conference is required for each formal observation.

At the conclusion of Intervention, the teacher will continue on the regular evaluation track to which s/he is assigned that year.

EXTENSION OF TECHNICAL ASSISTANCE

If the evaluator chooses (or approves) an extension, then these steps will be followed:

1. During the final post-observation conference with the staff member, the evaluator will inform the teacher that an extension of Technical Assistance is being made and the length of time of the extension.
2. The evaluator (and teacher, if teacher-initiated) will revise the remediation objectives as necessary.
3. The evaluator and teacher will determine if the same assistance team should be used or if some or all-new members should be chosen. If new members are needed, the original process of selecting assistance team members will be used.
4. The assistance team, evaluator, and the teacher will meet briefly to review the goals and to discuss activities, which will be conducted during the extension.

NO MORE THAN 90 TOTAL DAYS IS ALLOWED FOR ANY TEACHER'S BEING ON TECHNICAL ASSISTANCE.