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#### Contract Database Metadata Elements

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AGREEMENT BETWEEN

KEENE CENTRAL SCHOOL DISTRICT

OF THE TOWN OF KEENE

ESSEX COUNTY, NEW YORK

and

KEENE CENTRAL SCHOOL TEACHERS' ASSOCIATION

LOCAL 2766 NYSUT

AFT, NEA, AFL-CIO

7/1 6/30  
2009-2010

**RECEIVED**  
NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

DEC 17 2009

**ADMINISTRATION**



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## ARTICLE 1

### RECOGNITION

- 1:1. The Board of Education of Keene Central School, District of the Town of Keene, Essex County, New York, herein referred to as the "Board", having determined that the Keene Central School Teachers' Association is supported by and representative of a majority of all the teachers, counselors, and teaching assistants employed or engaged by the said Keene Central School District, recognizes the Keene Central School Teachers' Association, herein referred to as the "Association", as the sole and exclusive negotiating unit for the certified teachers, counselors, and teaching assistants of such School District.
- 1:2. That, incident to the same, it is acknowledged by the Board and the Association that the Association has furnished to the Board an instrument in writing executed by a majority of all the teachers of said District designating the Keene Central School Teachers' Association as their sole negotiating agent.
- 1:3. Such recognition shall extend for the maximum period allowed by the law.
- 1:4. The Board does hereby agree not to negotiate with any other teacher organization while the recognition of the Association is in effect.
- 1:5. The Association, pursuant to the requirements of \*207(3) (b) of the Civil Service Law, does hereby affirm that it does not assert the right to strike against any government, including, but not limited to, the Board; to assist or participate in any such strike; or to impose any obligation to conduct, assist, or participate in any such strike.

## ARTICLE 2

### DEFINITIONS

- 2:1. The term "Administrator" shall mean the Superintendent of Keene Central School District.
- 2:2. The term "grievance" shall mean any claim or alleged violation of this instrument or of any of the terms and conditions thereof.
- 2:3. The term "Arbitrator" shall mean a qualified individual who is mutually acceptable to the Association and the Board for the purpose of implementing the grievance procedure as hereinafter set forth.
- 2:4. The term "Bargaining Unit Member" shall mean all of the certified teachers, counselors, and teaching assistants engaged or employed by the Keene Central School District, and part-time certified teachers, counselors, and teaching

assistants required to be in school half-time or more; or, in particular cases, as agreed between the Board and the Association.

- 2:5 The term "immediate family" shall mean spouse, children, father, mother, brother, sister, grandparents, parents-in-law, partner, or a relative if living with the teacher, or others at the discretion of the Administration.

### ARTICLE 3

#### NEGOTIATIONS

- 3:1. Negotiations for a successor agreement will begin no later than January 15th of the year in which the contract is due to expire.
- 3:2. If the Board and the Association are unable to agree upon such a successor agreement, or upon requested changes, alterations and amendments of this instrument on or before the 15th day of May of such a year, then either party may request the State Public Employment Relations Board to assist the parties in effecting such an agreement through the utilization of mediation and fact-finding pursuant to the provisions of \*209 of the Civil Service Law of the State of New York.
- 3:3. Neither party in any negotiations shall have any control over the selection of the representatives of the other party. Either party may select its own representatives from within or without the School District. While no final agreement shall be executed without ratification by the Association and the Board, the parties mutually pledge that their representatives will be clothed with all the necessary power and authority to make proposals, consider proposals, and reach compromises and agreements in the course of negotiations.

### ARTICLE 4

#### SCOPE OF AGREEMENT

- 4:1. This Agreement disposes of all matters considered by the parties during the recent negotiations and may be amended only through mutual written consent of the parties for its duration.
- 4:2. It is agreed by and between the parties that any provisions 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.
- 4:3. A copy of this Agreement shall be given to each teacher by the Administrator.

ARTICLE 5

SAVINGS CLAUSE

- 5:1. If any provision of this Agreement or any application of this Agreement to any employee or group of employees shall be found contrary to law, then such a provision or application shall not be deemed valid and sustaining, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

ARTICLE 6

PART-TIME TEACHERS

- 6:1. Certified teachers required to be regularly in school half-time (18.125 hours or more per week) are covered in the contract. The following formula will be used to determine the percentage of benefits a part-time teacher will be afforded under this agreement: the number of hours employed per week divided by 36.25 hours to calculate the part-time ratio. Employees hired after July 1, 2005 at less than full-time will not be eligible for the District-offered health insurance.
- 6:2. The Administrator may require extra-curricular duties of part-time teachers in proportion to time worked.
- 6:3. Substitute teachers do not qualify as part-time teachers. However, if they are certified and on extended assignment, after eight (8) continuous weeks in that given assignment the parties to this Agreement may recommend to the Board extending benefits and providing commensurate salary.
- 6:4. The intent of the contract is that contractual benefits will be in proportion to time required to be in school except that contract provisions relating to leave for Advanced Study - 23:1B, Long Term Leave - 23:1C, and Sabbatical Leave - 24:1, do not apply to part-time teachers. For example, a teacher working 60% of normal full-time hours would benefit to the extent of 60% of the District's share of health insurance premiums, 60% of the credit hour allotment, and 60% of the sick leave days provided for in this contract.

ARTICLE 7

TEACHER'S ASSISTANTS

- 7:1. It is agreed by the Association and the Board that if the teachers represented by the Association believe that the assistance of teacher aides and/or Teaching Assistants in a particular area will be of assistance to improve the educational opportunities of the students involved, a written request for such assistance may be presented by the Association to the Administrator for evaluation. The written recommendation

will be acted upon within thirty (30) days. The final determination as to whether said assistance shall be furnished is vested in the Board after consideration of the Administrator's recommendation and consultation with the Association.

- 7:2 Teaching Assistants must hold one of the following New York State Certifications:
- Level I
  - Level II
  - Level III
  - Continuing Certificate
  - Pre-Professional

7:3 **OBJECTIVES**

The Keene Central School Teaching Assistants agree that they are members of a profession. As such they are expected to act in a professional manner and to be treated as such by all parties associated with the District.

7:4 **CONDITIONS OF EMPLOYMENT**

1. All teaching assistants are considered to be paraprofessionals. As such they shall be qualified as defined by the N.C.L.B. Act. The district prefers that all teaching assistants shall be eligible for or hold a current NYS teaching certification. Persons not certified to teach but who are qualified for the position must obtain the SED teaching assistant certification.
2. Days and hours of work shall be commensurate with those of the teaching staff.
3. Individual work schedules may depend on the need of the District by the Administration.
4. On normal work days, Teaching Assistants will have thirty (30) minute duty free lunch period and two fifteen (15) minute breaks (one in the a.m. and one in the p.m.).
5. The Teaching Assistants will be given the necessary planning time to prepare for the needs of the student(s). A determination as to the amount of planning time will be made by the administrator after receiving input from the T.A., teacher and if applicable, the CSE Chairperson.
6. As per Commissioner's Regulations, teaching assistant appointments shall be made for a 3-year probationary period.

7:5 **ADDITIONAL DAYS IN SCHOOL CALENDAR**

If the District determines that the school calendar needs to be increased, it shall notify Teaching Assistants April 1 in the year of the proposed increase. A maximum of two (2) additional days in the month of May and/or June shall be

scheduled. Teaching Assistants shall be required to work on said days, and shall be compensated at their per diem rate. For the purposes of determining work days in a school year, pro rating salary, if necessary, and benefits, the Teaching Assistants will be treated in the same manner as the teachers.

#### 7:6 SCOPE OF RESPONSIBILITIES

A teaching assistant not holding teaching certification must serve under the general supervision of a certified teacher. A teaching assistant may perform the following functions:

- work with individual students or groups of students on special instructional projects
- provide the teacher with general information about students to aid the teacher in the development of appropriate learning experience.
- Assist students in the use of instructional resources and assist in the development of instructional materials.
- Utilize his or her own special skills and abilities in such areas as foreign language, arts, crafts, music and similar subjects.
- Assist in related instructional work as required

A certified teacher working, as a teaching assistant shall plan with the teacher but may serve students, as outlined above, without general supervision of another certified teacher.

The health office assistant shall be considered to be a teaching assistant.

#### 7:7 PROFESSIONAL PARTICIPATION

Professional development and training is an on going process. Assistants are expected to participate in all district-sponsored conference and in-service sessions. The district will pay up to \$400 annually for training specific to the district's needs and approved by the administration. If the course or workshop occurs within a school day, the employee shall be allowed time to attend. If the course or workshop occurs on a non-work day, the employee shall be compensated at their daily rate.

Prior to resigning from their position an assistant is required to submit a four-week notification of intent.

#### 7:8 TENURE

As per the Commissioner's regulations, teaching assistants shall receive probationary appointments, shall serve within a special tenure area and be afforded all the job protections of the tenure system including layoff and recall system

based on seniority and, upon successful completion of the (3) year probationary period, protection from disciplinary action in the absence of just cause.

Teaching assistants are granted district-wide tenure and can be transferred between grade levels in all areas and retain their certificates.

## 7:9 LEAVE

All full-time, Teaching Assistants (6.5 hours per day constitutes full time) shall be granted 13 days for personal illness without loss of pay\*. Any day not used during the contract year will become cumulative to a total of 165 days. The term "day" as used in this proposal shall be understood to mean working days.

\*Any employee working until 12 noon will not lose any sick leave. Any employee reporting for work and leaving before 12 noon because of illness will lose 1/2 day sick leave.

All Teaching Assistants shall be granted a total of three days each contract year for death in the immediate family, not to be cumulative (immediate family includes spouse, children, parents, sisters, etc.)

In addition, sick leave days may be granted for sickness in the family. However, these days will be subtracted from accumulated sick days after a valid reason has been submitted and permission granted, by the Administrator.

Three personal leave days chargeable to sick leave each year will be granted automatically on request of the employee provided two days notice is given except in emergencies and provided further, that is either of these leave days occur immediately before or after a holiday or vacation, the granting of such day shall be discretionary.

Part-time Teaching Assistants will receive holiday, personal leave, and paid sick days leave benefits pro-rated on the basis of daily hours worked.

A maternity/paternity leave without pay of up to 24 months will be granted for preparation for childbirth and/or childrearing. As required by Family Leave Act, the district shall be responsible to continue paying for health insurance premium for 12 weeks each year at the percentage paid prior to the leave during any leave period. For leave beyond the 12 weeks, the employee shall have the option to continue insurance through COBRA.

Thirty (30) days notice, or as much thereof as possible, shall be given in writing as to the intended beginning and ending dates of the leave. These dates shall be considered a commitment to the Board unless emergency circumstances intervene. If both parents are employees of the District, either may be granted such leave, but not both concurrently, except that, near or at time of birth or adoption, leave up to

a maximum of ten days to be taken from accumulated sick leave will be granted by the Administrator to the other spouse upon request.

Respecting disabilities in connection with maternity, the parties will abide by the following passage from the Equal Employment Opportunity Commission's guidelines.

"Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery thereof are, for all job related purposes, temporary disabilities and should be treated as such under any health or temporary disability insurance or sick leave plan available in connection with employment. Written and unwritten employment policies and practices involving matters such as the commencement and duration of leave, the availability of extensions, and accrual of seniority and other benefits and privileges, reinstatement, and payment under any health or temporary disability insurance or sick leave plan, formal or informal, shall be applied to disability due to pregnancy or childbirth on the same terms and conditions as they are applied to other temporary disabilities."

The district may require a physician's statement attesting to the period of such disability, and during such period of such disability, the employee shall, at her option, be entitled to the use of any accrued sick leave.

#### 7:10 SALARIES

Assistants holding teaching certification may be assigned teaching time. This teaching time shall be paid at a wage pro-rated by and equal to that of full-time teachers in the Keene Central School District. This annual wage shall take into consideration graduate hours and years of employment (see Appendix B)

Since pro-rated employee's schedules are highly subject to change throughout the school year, any increase in responsibilities or change in working conditions shall be discussed prior with the superintendent and accompanied with a revised wage agreement.

Salaries will ordinarily be paid every other Wednesday beginning with the first or second Wednesday of the school year and coinciding with the staff pay schedules. If the payday falls on a holiday, the checks will be issued Tuesday. If the payday falls during a scheduled calendar vacation period the employee will have the option of having their checks mailed or picking them up at school. If a paycheck is to be mailed, it will be postmarked the Monday prior to the payday. The checks will not be valid until the actual pay date.

## ARTICLE 8

### GRIEVANCE PROCEDURE

8:1. The following grievance procedure is hereby established incident to the implementation of this Agreement. The terms "Administrator", "grievance", "Arbitrator", and "Bargaining Unit Member" as used in this Article have been duly noted in ARTICLE 2, Definitions. "Days" shall mean school days.

8:2. The grievance procedure shall be in four stages as described in the following steps:

8:2A.) First Stage - Prior to any formal lodging of a grievance, the Bargaining Unit Member or Association alleging a complaint shall meet with the Administrator to discuss the matter and attempt to resolve it.

8:2B.) Second Stage - If the matter is not resolved informally, the grievance shall be reduced to writing and presented to the Administrator together with the names of the individuals expected to be present at the meeting.

The Administrator and his/her designees shall thereafter meet with said Bargaining Unit Member and his/her designees within ten school days after receipt of such grievance to discuss same.

Within ten days after such meeting, and after making such investigation as he/she may deem appropriate, the Administrator shall make a decision and communicate the same in writing to the Bargaining Unit Member presenting the grievance and to the President of the Association.

8:2C.) Third Stage - In the event the grievance is not fully resolved at the second stage, the Association shall have the right to present the grievance to the Board. The Association may request in writing a hearing before the Board to review the grievance.

The Board shall be presented all records, reports and other relevant information regarding the grievance by the Association and/or the Administrator.

The Board shall conduct a hearing to review the grievance, at which it will review all relevant records, reports, and other matters, and shall hear from the Administrator, the Association, and any Bargaining Unit Members involved in the matter.

The Board shall thereafter render a decision on the matter in writing, with reasons, and transmit copies to the Administrator, the Association, and the grievant(s).

8:2D.) Fourth Stage - If the grievance remains unsettled, the Association shall have ten days from the receipt of the Board's written reply in which to submit the grievance

to arbitration by notifying the Board in writing of its intent. Within 10 days following the notification for arbitration, the Association will submit the matter for arbitration to the Public Employment Relations Board (PERB) or the American Arbitration Association (AAA). Both parties will then be bound by the Rules & Procedures of the PERB or AAA in the selection of an arbitrator. Arrangements will be made by both parties and the arbitrator to hold the hearing as soon as possible.

The general expenses of arbitration shall be equally borne by the Board and the Association but each party shall bear the cost of presenting its own case before the arbitrator.

The decision of the arbitrator shall be final and binding.

## ARTICLE 9

### LIAISON COMMITTEE

- 9:1. The Liaison Committee, composed of the Administrator, a Board of Education member and up to three members named by the Association, shall meet monthly, unless all three parties agree to cancel, to discuss matters of mutual concern. Such discussions, however, shall not be utilized as a method of continuing negotiations between the Administration and the Association. No matters concerning an employee of Keene Central School will be discussed without that employee being notified at least two days before such meeting and such employee shall have the right to be present at such meeting.
- 9:2. The purpose of the Committee shall be solely to promote a closer and more effective relationship between the Board, the Administration and the Association.
- 9:3. The meetings shall be as informal as possible, and shall be for the discussion and study of matters directly concerning the educational process.

## ARTICLE 10

### PROFESSIONAL PARTICIPATION

- 10:1. Education is a profession. The Bargaining Unit Members of Keene Central School District are expected to act in a professional manner and to be treated as such by all parties associated with the District.
- 10:2. It is agreed that all teacher requisitions shall be received and signed by the Administrator. Proposed changes shall be discussed with the teachers by the Administrator. Requisitions for new texts and items of equipment in excess of \$100 shall be justified in writing upon request. If cuts need to be made in any requisition, the teacher involved must be consulted by the Administrator.

Duplicate copies of all orders placed by the purchasing agent shall be available in the school office.

- 10:3. When a vacancy occurs in a teaching, teaching assistant, or school counselor position or whenever District officials otherwise prepare to hire anyone to fill a present or newly created position, the Superintendent will notify all members of the Association as soon as possible via written notification. Such notice shall include a description of the position, qualifications required, expected date of hire, and the deadline for receipt of applications. During the summer recess only, the Superintendent shall notify the President of the Association, at minimum, of any such position openings.
- 10:4. While the final decision to hire teachers rests with the Board of Education, the Superintendent shall ask the President of the Association to assign up to three (3) bargaining unit volunteer(s) to meet with and interview candidates seriously being considered to fill teaching and/or administrative vacancies.
- 10:5. Bargaining Unit Members planning to resign from the school system are to inform the Administrator in writing of their intentions as soon as their decision is made. Teachers are expected to behave in a professional manner in this regard. In addition, Bargaining Unit Members must submit a written resignation to the Administrator no later than thirty days prior to the date desired for resignation, however, a sixty (60) day notification would be in the best interest of the school. Failure to comply could be interpreted as not conforming to the ethical standards of the profession and the State Education Law. Noncompliance could result in an action directed toward revocation of the Bargaining Unit Member's certificate to teach.
- 10:6. The Association President shall be provided with agendas of all Board of Education meetings when available, and minutes of all Board of Education meetings at least five (5) days prior to the next scheduled Board of Education meeting.
- 10:7. The Board retains final discretion over the approval of the curriculum, but must consider input before making such decisions.
- 10:8. The Association shall assign a member of the faculty to participate in the Shared Decision Making Building Teams in compliance with the State and Local SDM regulations.
- 10:9. The Association shall provide the Board of Education with an annual written evaluation of the Superintendent. The format of the evaluation shall be agreed upon by the Association and the Superintendent.

## ARTICLE 11

### TEACHER PROTECTION/STUDENT DISCIPLINE

- 11:1. Code
- 11:1A.) The disciplinary code of the District is included in the Student Handbook and is available to students, parents, teachers, and staff members. The code may be reviewed at least annually by the Shared Decision Making Team.
- 11:1B.) Failure on the part of a Bargaining Unit Member to enforce the code, once it is in force, may reflect upon the Bargaining Unit Member's competence and may be noted in evaluation reports.
- 11:2. Bargaining Unit Members will immediately report all cases of assault or personal injury suffered by them in connection with their employment to the Administrator, or in his/her absence, another appropriate person and reduce such report to writing as soon as possible.
- 11:3. The Board agrees to hold Bargaining Unit Members harmless from any financial loss pursuant to \*3023 of the State Education Law which follows:

§ 3023. Liability of a board of education, trustee, trustees or board of cooperative educational services. Notwithstanding any inconsistent provision of law, general, special or local, or the limitation contained in the provisions of any city charter, it shall be the duty of each board of education, trustee or trustees, in any school district having a population of less than one million, and each board of cooperative educational services established pursuant to section nineteen hundred fifty of this chapter, to save harmless and protect all teachers, practice or cadet teachers, authorized participants in a school volunteer program, and members of supervisory and administrative staff or employees from financial loss arising out of any claim, demand, suit or judgment by reason of alleged negligence or other act resulting in accidental bodily injury to any person, or accidental damage to the property of any person within or without the school building, provided such teacher, practice or cadet teacher, authorized participant in a school volunteer program, or member of the supervisory or administrative staff or employee at the time of the accident or injury was acting in the discharge of his duties within the scope of his employment or authorized volunteer duties and/or under the direction of said board of education, trustee, trustees or board of cooperative educational services; and said board of education, trustee, trustees or board of cooperative educational services may arrange for and maintain appropriate insurance with any insurance company created by or under the laws of this state, or in any insurance company authorized by law to transact business in this state, or such board, trustee, trustees or board of cooperative educational services may elect to act as self-insurers to maintain the aforesaid protection. A board of education, trustee, board of trustees, or board of cooperative educational services, however,

shall not be subject to the duty imposed by this section, unless such teacher, practice or cadet teacher, authorized participant in a school volunteer program, or member of the supervisory and administrative staff or employee shall, within ten days of the time he is served with any summons, complaint, process, notice, demand or pleading, deliver the original or a copy of the same to such board of education, trustee, board of trustees, or board of cooperative educational services.

- 11:4. The Administrator and Board both recognize that professional personnel in a situation where a nurse is not present or immediately available shall act within the scope of their good judgment in dealing with the student or school personnel who has been injured or taken ill.
- 11:5. It is recognized that discipline problems are less likely to occur in classes which are well taught and where a high level of student interest is maintained. It is likewise recognized that many discipline problems, which occur may most constructively be dealt with by encouragement, praise, and emphasis upon the child's desirable characteristics. A teacher may use such force as is necessary to protect himself/herself from attack, to prevent injury to another person, or to protect school property.
- 11:6. The Board and the Administrator recognize their responsibility to give all reasonable support and assistance to teachers in maintenance of discipline in the classroom. They further recognize that the teacher may not fairly be expected to assume a role beyond that of a teacher. Whenever it appears that a particular pupil requires the help of special counselors, social worker, law enforcement personnel, physician, or other professional persons, the Administrator will take steps to assist the teacher and facilitate securing such support for the student and may relieve the teacher's responsibility for such pupils if appropriate.
- 11:7. A Bargaining Unit Member may temporarily remove a pupil from a class or classes when the grossness of the offense, the persistence of the misbehavior, or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the Bargaining Unit Member will furnish the Administrator, as soon as possible, but in any case by the end of that school day with full particulars of the incident.
- 11:8. Suspension of students from school may be imposed by the Administrator or the Board of Education. When, in the judgment of the Bargaining Unit Member or the Association, suspension is necessary but not undertaken, the matter may be processed through the grievance procedure heretofore set forth. School authorities will endeavor to achieve correction of student misbehavior through counseling and interviews with the child and his/her parents when warranted or other appropriate measures.

- 11:9. The Board and the Association will work cooperatively to obtain an awareness by the student body, the faculty, the non-teaching staff, and the administration of the desirability of proper dress for school and work situations.

## ARTICLE 12

### SCHOOL SAFETY

- 12:1. The Board and the Association shall each appoint two members who, together with the Administrator and two non-teaching employees shall constitute a district Safety Committee. The Committee shall meet at least once a year to discuss OSHA and New York State Department of Labor standards, fire safety, toxic waste problems, and to cooperatively work to determine solutions. The Safety Committee shall also meet when necessary on an emergency basis.

## ARTICLE 13

### FAIR DISMISSAL/JOB SECURITY

- 13:1. The Administrator shall be charged with the obligation of giving all non-tenured personnel every reasonable opportunity for developing into useful and productive teachers.
- 13:2. In the event that the Administrator is considering the dismissal of an employee for poor performance of teaching duties, he/she will provide at least two written warnings and will schedule a meeting with the employee for the purpose of improving his/her performance in order to continue his/ her employment.
- 13:3. Following such a conference, if the Administrator still determines that the employee should be dismissed for poor performance of his/her teaching duties, he/she will recommend dismissal to the Board. The Board will interview the Bargaining Unit Member upon request and may recommend reconsideration by the Administrator. A Bargaining Unit Member to be so dismissed will receive a minimum of thirty (30) days written notice and the notice will specify the reasons for dismissal.
- 13:4. If a Bargaining Unit Member, after discussion with the Administrator, still feels he/she has been unfairly reprimanded, disciplined, reduced in compensation, suspended, or denied any professional advantage, he/she may then have recourse to the grievance procedure specified in ARTICLE 8, provided the Association approves of this move in writing on the written grievance submitted in accordance with Paragraph B at the second stage of the grievance procedure.
- 13:5. The parties will comply with the Fair Dismissal Law, \*3031 of the Education Law, which reads as follows.

\*3031. Procedure when tenure is not to be granted at conclusion of probationary period or when services are to be discontinued.

Notwithstanding any other provision of this chapter and except in cities having a population of one million or more:

- 13:5A.) Boards of education, trustees of common school districts and boards of cooperative educational services shall review all recommendations not to appoint a person on tenure, and, teachers employed on probation by any school district or by any board of cooperative educational services, as to whom a recommendation is to be made that appointment on tenure not to be granted or that their services be discontinued shall, at least thirty days prior to the board meeting at which such recommendation is to be considered, be notified of such intended recommendation and the date of the board meeting at which it is to be considered. Such teacher may, not later than twenty-one days prior to such meeting, request in writing that he/she be furnished with a written statement giving the reasons for such recommendation and within seven days thereafter such written statement shall be furnished. Such teacher may file a written response to such statement with the district clerk not later than seven days prior to the date of the board meeting.
- 13:5B.) Where a board of education, trustees of a common school district, or board of cooperative educational services votes to reject the recommendation of a superintendent of schools, district superintendent or district principal to grant tenure to any teacher employed on probation, such vote shall be considered advisory and at least thirty days prior to the board meeting at which such recommendation is to be finally considered, the board shall notify said teacher of its intention to deny tenure and the date of the board meeting at which it will take final action. Such teacher may, not later than twenty-one days prior to such meeting, request in writing that he/she be furnished with a written statement giving the board's reasons for such intended action and within seven days thereafter such written statement should be furnished. Such teacher may file a written response to such statement with the district clerk not later than seven days prior to the date of the board meeting.
- 13:5C.) This section shall not be construed as modifying existing law with respect to the rights of probationary teachers or the powers and duties of boards of education, trustees of common school districts or boards of cooperative educational services, with respect to the discontinuance of services of teachers or appointments on tenure of teachers.
- 13:5D.) Board meetings referred to in the foregoing statute at which tenure is determined will be at a date permitting at least 60 days notice prior to the end of a teacher's probationary period and those at which discharge is determined, will be a date permitting at least 30 days notice thereof. Notwithstanding the foregoing, the Board will make every effort to reach a determination as to tenure at least 90 days before the completion of the probationary period. For the purposes of this article,

the probationary period for anyone hired at the start of a school year shall conclude in the appropriate year on the last day of work in June. Likewise, in the case of appointments made at other than the start of the school year, the probationary period shall conclude in the appropriate year on the day of the month immediately preceding the date of hire.

- 13:6. Prior to a Board of Education decision to reduce staff, merge, or make any other major change in school structure, the Association shall have reasonable opportunity to present reactions, suggestions, and issues of concern directly to the Board in writing, and/or through testimony before the Board implements any such proposed change.

#### ARTICLE 14

##### PHYSICAL EXAMINATIONS

- 14:1. All Bargaining Unit Members new to the school system will be required to present a certificate from their doctor attesting that they are physically fit to teach. The physician's certificate must be presented prior to the Bargaining Unit Member signing a probationary appointment and/or salary notice. Payment for this examination will be the responsibility of the new Bargaining Unit Member.
- 14:2. Any Bargaining Unit Member may be required to have an examination by the school physician or a psychiatrist of his/her choice if the Administrator feels that some physical or psychological problem may be reducing the effectiveness of the Bargaining Unit Member. There will be no charge to the Bargaining Unit Member for such an examination.

#### ARTICLE 15

##### EVALUATIONS

- 15:1. Policy - It is recognized that it is the policy of the Board to hire and retain the best qualified Bargaining Unit Members available in all positions.
- 15:2. Purposes - The chief purpose of the evaluation of the educational staff shall be to maintain the best qualified and competent staff available, and to promote its continuing development. To further these purposes, the Administrator, who is responsible for Bargaining Unit Member evaluation, shall assure that the Bargaining Unit Member:
  - 15:2A.) Knows how well he/she is performing the duties and responsibilities of his/her position
  - 15:2B.) Knows the areas where improvements are needed

- 15:2C.) Has candid appraisal of his/her work
- 15:2D.) Discusses his/her evaluation reports with his/her supervisor, and
- 15:2E.) Receives supervisory assistance where needed, whether sought by the Bargaining Unit Member or deemed necessary by the Administrator.
- 15:2F.) Receives specific ideas and suggestions for improvement of instruction.

15:3. Procedures

- 15:3A.) At an appropriate time early in the school year and before a formal evaluation is made, the purpose and procedures for Bargaining Unit Member evaluation as herein provided will be reviewed with the Bargaining Unit Members by the Administrator. A similar review will take place with a Bargaining Unit Member hired during the school year shortly after employment.
- 15:3B.) The number of formal evaluations will vary according to the individual Bargaining Unit Member's tenure status and the factors related to his/her growth. A Bargaining Unit Member's request for additional evaluations or informal observations should be honored where possible.
- 15:3C.) In any event, each probationary Bargaining Unit Member will be evaluated at least three times the first year, three the second year, and twice the third year, and all other Bargaining Unit Members will be evaluated at least once each year. Notes pertaining to the evaluations will be placed in the Bargaining Unit Member's personnel file in the Administrator's office. Required classroom evaluations shall be spaced at least fifteen (15) calendar days apart.
- 15:3D.) Written reports of the evaluations are to be signed by both the evaluator and the Bargaining Unit Member at a conference normally held within three working days of the observation. Whenever possible, the conference should be held the same or next day as the observation. The Bargaining Unit Member's signature does not necessarily indicate agreement with the evaluation. It only indicates that a conference was held and the Bargaining Unit Member has seen a copy of the evaluation. The Bargaining Unit Member may file a written comment on the evaluation and this will be attached to the evaluation and become a part of his/her personnel file.
- 15:3E.) All formal classroom evaluations shall cover a complete lesson or class period.
- 15:3F.) When reviewing the performance of Bargaining Unit Members, the Board of Education may refer to all information contained in the individual's personnel file. Every attempt will be made to probe all sides of an issue.

## ARTICLE 16

### PERSONNEL FILES

- 16:1. All data maintained by the district on individual members of the bargaining unit relative to employment, promotion, discipline, evaluation, and all other job-related matters--exclusive of confidential references and communications received in connection with initial employment--shall be placed in a single file and maintained in the Administrator's office.
- 16:2. A bargaining unit member may inspect his/her file during business hours, and may copy, photocopy, or photograph the contents. The member may be accompanied by representative(s) of his/her choice.
- 16:3. No material which is in any way derogatory of the Bargaining Unit Member's conduct, character, service, judgment, or personality shall be maintained or filed in the individual's personnel file unless the Bargaining Unit Member has had an opportunity to examine the material. Prior to filing, the Bargaining Unit Member shall affix his/her signature to show he/she examined it; such signature is not to be construed as agreement or approval of it. If the Bargaining Unit Member believes the material to be inaccurate or unjustified, he/she may rebut, explain, or comment on it; such statement shall be appended to the appropriate item(s) of file. Any material determined to be inaccurate or unjustified, whether by grievance or other means (e.g., informal discussion with the Board) shall be removed and destroyed. A Bargaining Unit Member shall have the right to rebut, explain, and comment upon any material in his/her file.
- 16:4. Before the record of any complaint by a parent or student is placed in the Bargaining Unit Member's personnel file, the teacher shall be afforded an opportunity to confront the complainant and to reply to the complaint.
- 16:5. If the Administrator decides that derogatory information has been sufficiently explained away by the Bargaining Unit Member's rebuttal, explanation, or comment, the information will not be placed in the personnel file. Complaints as to the Administrator's decision may be referred to the grievance procedure for final determination.

## ARTICLE 17

### TEACHERS'/ SCHOOL COUNSELOR'S HOURS AND SCHEDULES

- 17:1. The minimum teacher's school day will be 7:45AM to 3PM. The first 10 minutes will be duty free. Therefore, duties will not commence before 7:55AM. All teachers will have a one-half hour duty-free lunch period.

- 17:2. The Board of Education and the Administrator realize the importance of scheduled planning time for teachers and will make every effort in determining teaching and academic schedules to assign every teacher two periods of planning time per day in addition to the one-half hour lunch period as mandated by law. If a serious impairment to the academic schedule would result from assigning a teacher two planning periods per day the Administrator will negotiate with the teacher(s) involved and the Association President to work out a suitable alternative.
- 17:3. The school calendar shall consist of 183 to 186 days of which all days in excess of 180 shall be designated for emergency use. If not used for emergencies, all days in excess of 180 shall be used as vacation days.
- 17:4. Before District officials adopt a school year calendar, the Administrator shall meet with the Association President and/ or his/her designee(s) to discuss proposed calendar dates and receive Association responses and proposals. Such teacher input shall be duly considered before any calendar is adopted.
- 17:5. If the District determines that the school calendar needs to be increased, it shall notify the President of the Association by April 1 in the year of the proposed increase. A maximum of two (2) additional days in the month of May and/or June shall be scheduled. Teachers shall be required to work on said days, and shall be compensated at their per diem rate.
- 17:6. The counselor will provide twenty (20) days of service during the summer at the per diem rate of 1/200 (x 20).

## ARTICLE 18

### NOTIFICATION OF TEACHING SCHEDULES

- 18:1. All teachers who have been engaged by the Board for the ensuing year shall be notified by the Administrator of any change in their proposed teaching curriculum for the ensuing year at least one month prior, or earlier if possible, to the end of the school year; provided, however, that the Administrator after consultation with the teachers involved shall have the right to change said teaching curriculum where necessary by reason of change of personnel, illness, resignation, inability to fill other positions, or for like reasons, but advance notice of such change shall be given to the teacher involved (at least 30 school days where possible) together with the reasons for such a change.
- 18:2. If schedules are not firm by the time requisitions are due for the coming year, the teachers shall be permitted to submit a dollar amount for possible courses. If the teacher later is informed they will be teaching courses he/she did not expect to teach, additional monies will be provided for materials for such course or courses.

## ARTICLE 19

### SUPERINTENDENT CONFERENCE DAY(S)

- 19:1. Subject to Board of Education approval the Administrator may establish and set aside up to six (6) days for orientation, curriculum planning, conferences concerning students, and /or workshops. The dates will be determined after consultation with teachers by the Administrator. All teachers must be present on such days unless specifically excused by the Administrator, or on leave of absence, and it is understood that teachers shall make themselves available for additional conferences with parents as needed at mutually agreed upon times.

## ARTICLE 20

### PERSONAL LEAVE

- 20:1. Three personal days each year will be granted with pay on request of the teacher provided two days notice is given except in emergencies and, provided further, that personal days are not immediately proceeding or following a holiday or vacation. It is understood that personal days are not to be used with the intent to extend a holiday or regularly scheduled vacation period. However, should an occasion requiring the teacher's attendance, one which is considered as a once in a lifetime event and one which the teacher has no control to schedule differently, should occur the day before or day after a regularly scheduled vacation, the teacher may be allowed to use personal days to attend such function. The teacher must provide documentation regarding the nature of such event and verify that this request for leave is not intentionally an extension of a vacation.

Unused personal days at the end of the school year shall be transferred to accumulated sick days and treated as sick days for future use.

- 20:2. The Administrator may determine that additional personal leave be granted:
- 20:2A.) With pay
  - 20:2B.) Without pay
  - 20:2C.) Chargeable to sick leave

Such determination shall depend upon the reasons for the additional leave as submitted by the teacher in person or in writing, and upon such other relevant matters as the attendance record of the teacher and the number of leave days previously taken by him/her.

- 20:3. The teacher or the Association in his/her behalf, may appeal the Administrator's refusal to grant a leave or leave pay treatment, to the entire Board.

ARTICLE 21

SICKNESS AND DISABILITY LEAVE

- 21:1. Fifteen days with pay shall be granted to each teacher at the start of each school year for absences due to sickness or disability of the teacher or his/her immediate family. In addition, any unused sick leave--up to a maximum of 180 days--shall be carried over from the previous school year. If a teacher leaves the district before the end of the school year, such days shall be pro-rated at the rate of 1.5 days per month. Any unearned days taken by the teacher for which he/she has been paid, shall be reimbursed to the District in the form of a payroll deduction from the final paycheck.
- 21:2. Sick leave accumulated at time of retirement (i.e., the dollar value hereof) shall be used at the Board's discretion for State Health Insurance Plan coverage of retired employees or any legal contribution to teacher's benefits.
- 21:3. A teacher attending school for a half-day or more and leaving because of illness or serious emergency shall not have any time deducted from his/her sick leave that day.
- 21:4. The business office will furnish each teacher with a written report accompanying the first pay check showing:
  - 21:4A) The number of sick leave days used the previous year
  - 21:4B) The total available days at the end of last year, and
  - 21:4C) The total currently available plus this year's allowance
- 21:5. Teachers who are out of school five (5) or more consecutive days because of sickness or disability may be required to submit to an examination by a physician of the District's choice. Such examination shall be paid for by the District. Teachers who are out of school five (5) or more consecutive days because of sickness or disability of an immediate family member may be required to verify need.
- 21:6. Any sick days at the end of the year over the accumulated total of 180 shall be compensated at the following rates:

2009-2010	\$65.00
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- 21:7. Sick Bank

- 21:7A.) As per the contract, a teacher may donate from one (1) to three (3) days to the Sick Leave Bank during each school year. These donated days shall be deducted from the donor's accrued sick leave. To be considered a member, a teacher must contribute one (1) or more days to the Sick Leave Bank by September 15 of each year or be a lifetime member (a lifetime member is defined as a member who has donated ten (10) or more days to the Sick Leave Bank). A teacher hired after September 15 may join the Sick Leave bank within ten (10) working days. All donations shall be in writing and the member, the association, and the District Treasurer shall receive a copy of the donation. Should the sick Leave bank fall below sixty (60) days, the association President may solicit its members for additional days.
- 21:7B.) The Association President shall be notified by the District Treasurer at the beginning of each school year as to the number of days in the bank.
- 21:7C.) In the event that serious illness or disability causes a bargaining unit member to exhaust his/her current grant of sickness and disability leave and all of his/her cumulative leave, he/she may apply in writing to the Association President for additional "sick bank" days, stating the reason for the request and submitting a physician's statement attesting to the sickness or disability and the necessity of remaining out of work for a period in excess of four (4) days. The request and action on it may precede the date on which the member's leave days are exhausted, but no sick bank days shall actually be available until those days are fully exhausted.
- 21:7D.) The Association President shall have the authority to grant this request and, if approved, to determine the number of days to be granted, not to exceed thirty (30) days in the first request. Before denying such a request, the President shall appoint a committee of three (3) or more Association members to review the request. Any denials shall be made in writing with the reason(s) for the denial. All requests are considered on a case-by-case basis.
- 21:7E.) If the member wishes to draw more than thirty (30) days per school year, a second request must be made. The number of days in the Bank, disability payments, etc. shall be considered when making a decision on the second request for additional days. This request shall be reviewed and voted upon by the Association.

## ARTICLE 22

### MATERNITY PATERNITY LEAVE

- 22:1. A maternity/paternity leave without pay of up to 24 months will be granted for preparation for childbirth and/or childrearing. A teacher shall pay his/her own health insurance premiums for the period he/she is on such leave. A teacher may continue in active employment as late in her pregnancy as she desires so long as she performs her required duties efficiently and her physician approves.

22:2. Thirty (30) days notice, or as much thereof as possible, shall be given in writing as to the intended beginning and ending dates of the leave. These dates shall be considered a commitment to the Board unless emergency circumstances intervene. If both parents are employees of the District, either may be granted such leave, but not both concurrently, except that, near or at time of birth or adoption, leave up to a maximum of ten days to be taken from accumulated sick leave will be granted by the Administrator to the other spouse upon request.

22:3. Respecting disabilities in connection with maternity, the parties will abide by the following passage from the Equal Employment Opportunity Commission's guidelines.

"Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery thereof are, for all job related purposes, temporary disabilities and should be treated as such under any health or temporary disability insurance or sick leave plan available in connection with employment. Written and unwritten employment policies and practices involving matters such as the commencement and duration of leave, the availability of extensions, and accrual of seniority and other benefits and privileges, reinstatement, and payment under any health or temporary disability insurance or sick leave plan, formal or informal, shall be applied to disability due to pregnancy or childbirth on the same terms and conditions as they are applied to other temporary disabilities."

22:4. The district may require a physician's statement attesting to the period of such disability, and during such period of such disability, the teacher shall, at her option, be entitled to the use of any accrued sick leave. If she exhausts her accrued sick leave prior to returning to work, she will automatically go on Long Term Leave without pay as provided in Article 23:1C unless the teacher is eligible for disability pay as provided by the contract.

22:5. In the interests of continuity of instruction, the Board may defer the teacher's return after maternity/paternity leave until the beginning of the following semester or school year unless the teacher returns to work, fully capable of performing his/her duties.

## ARTICLE 23

### OTHER LEAVES

23:1. Types of Leaves

Any teachers requesting the below leaves must notify the Administrator by January 15 during their year of leave of their intention to return the following school year. Requests for such leave must be made by March 1 of any year and the leave, if granted, will begin September 1 of the next school year.

- 23:1A.) Military Leave - A teacher who leaves to enter military service and who has re-employment rights under the law will be reinstated and otherwise treated in his/her employment as required by law.
- 23:1B.) Advanced Study - A one year's leave without pay for teachers who have completed at least three years in the Keene Central School will be granted, at the discretion of the Administrator, subject to final approval by the Board, for the purpose of working for an advanced degree or permanent certification.
- 23:1C.) Other Long Term Leaves - Other extended leave, without pay, may be granted at the discretion of the Administrator for reasonable cause.
- 23:1D.) Bereavement Leave.
  - 1. Employees will be entitled to three (3) days per occurrence at full pay for bereavement purposes.
  - 2. If additional days are needed, they will be deducted from available personal leave days.

23:2. Return From Leave

During such absence, pay accrual of sick leave, and other benefits of active teaching shall be suspended. However, if the teacher returns from unpaid leave having served at least one-half the number of workdays in the teacher work year in which the leave began, he/she will receive the same increase granted to the other teachers for the school year following the year in which the leave began. The fraction of the school year worked may be increased by the application of accrued sick leave, but only for the period of actual disablement, certified by a doctor.

ARTICLE 24

SABBATICAL LEAVE

- 24:1. A sabbatical leave shall be granted if the following conditions are met:
  - 24:1A.) Any teacher making application for sabbatical leave shall have at least seven years service with the Keene Central School District.
  - 24:1B.) At most, one (1) sabbatical will be granted at any given time.
  - 24:1C.) All sabbatical leave will comply with the following criteria:

- a. Any requests for sabbatical leave will be presented to the board no later than February 15th of the year prior to the intended leave.
  - b. The leave must be used to directly enhance the educational programs at Keene Central School.
  - c. This leave will not normally be granted in conjunction with any other types of leave.
  - d. Within six months after completion of the sabbatical leave, the teacher will report to the Board of Education on how the benefits of the sabbatical are being applied to the educational program at KCS.
- 24:1D.) All applications for sabbatical shall be first presented to, and approved by, the Association.
- 24:1E.) The Board will respond within 45 days upon receipt of the application.
- 24:1F.) A maximum of one (1) sabbatical may be granted in the course of a teacher's career at KCS.
- 24:2. If the Board determines to grant a sabbatical leave, it shall be subject to these conditions:
- 24:2A.) The applicant-teacher shall be granted a sabbatical leave at half pay for either one-half or one full year, payable in five or ten monthly installments, depending on the length of the sabbatical leave.
- 24:2B.) The teacher, upon return from such sabbatical leave, shall be restored to an equivalent position as held at the time the leave was granted; regular salary increments shall be granted for the time of the leave in the same manner as if regular services were performed during the leave.
- 24:2C.) The teacher, while on sabbatical leave, will continue to be covered by health insurance in effect during such sabbatical, if the teacher so desires, provided that the teacher participates and contributes to the same in the same manner as other teachers engaged by the district during the term of the sabbatical leave.
- 24:2D.) The Board will contribute to the New York State Teachers' Retirement System on behalf of the teacher on sabbatical leave at the standard rate prevailing at the time of the sabbatical leave for the salary received.
- 24:3. The granting of any sabbatical leave shall be contingent upon the agreement of the teacher to return to Keene Central School District and to become engaged as a teacher there for a period of not less than the next two years succeeding the termination of said sabbatical leave. In the event a teacher who has been granted

such a sabbatical leave upon such condition fails to comply with his/her obligation to so return and serve in such school district, then, and in that event, the teacher shall be obligated to reimburse the school district for all compensation paid during the term of such sabbatical leave, including, but not limited to salary, contributions to hospitalization, and medical insurance programs, retirement benefits and the like, and such district shall have the right to resort to any legal remedy for the collection of the same. Exceptions will be granted in case of serious illness or death or other exceptional situations.

## ARTICLE 25

### PROFESSIONAL DAY

- 25:1. Any teacher upon written request, and with the approval of the Administrator, will be permitted to attend a meeting in his/her field of instruction. The maximum amount to be paid to a teacher during the school year for reimbursement of expenses incurred while attending one or more conferences will be \$600. Due to the unique nature of the school counselor position the District may increase the limit of \$600 at its sole discretion. If a school vehicle is not used, mileage shall be reimbursed using the NYSPHSAA Section Seven mileage rate. Pay for required substitute teachers will not be considered part of the conference expenses.
- 25:2. The delegate of the Keene Central Teachers' Association shall be permitted to attend the Representative Assembly of NYSUT and the Retirement System Meeting without loss of personal days, professional days, or salary.
- 25:3. A stipend equal to that of the higher substitute rate will be provided to a teacher attending a meeting or workshop in his/her field of instruction during summer or non-school time (i.e., - vacations) providing the District is to be reimbursed through a grant or non-district funding source.

## ARTICLE 26

### JURY DUTY

- 26.1. Bargaining Unit Members who are called for jury duty and who appear in court for such duty shall not suffer a loss of pay by reason of the same, or any other employee benefit by the fact of his/her attendance at jury duty.

## ARTICLE 27

### STAFF NON-RESIDENT STUDENT ATTENDANCE

- 27:1. A staff member employed at Keene Central is allowed to enroll his/her school age child as a student at Keene Central School on written request to the

Superintendent of Schools. Such staff members will not make payment of tuition to the Keene Central School. The staff member parent of the student shall be responsible for transportation and will be responsible to have all student records of their child forwarded to the proper authority of the Keene Central School.

ARTICLE 28

INSURANCE

28:1. Health Insurance

28:1A.) Active Bargaining Unit Members shall contribute in the following manner toward the BOCES offered Plan 1:

	Family*	Individual*
2009-2010	13%	13%

\* The percentages of employee contributions are reflective of the correlative yearly premium rates.

28:1B.) Assistance with health insurance forms will be provided by office personnel by appointment.

28:1C.) The employer agrees to continue to pay 100% less \$1.00 of the health insurance plan chose by BOCES for individuals or families for those individuals who have retired from the District prior to June 30, 2001. Employees who retire from the District on or after July 1, 2001, but before July 1, 2009, will be eligible for continuation of the health insurance plan chosen by BOCES for individuals or families at the Employer's expense less \$1.00 provided that they have completed at least ten (10) years of service in the District. Employees who retire from the District on or after July 1, 2001, but before July 1, 2009 having less than ten (10) years of service in the District shall be eligible for continuation of the health insurance plan chosen by BOCES for individuals or families and shall contribute the same dollar amount in each year of retirement as they did in their last year of active service with the District. Employee's who retire from the District on or after July 1, 2009 will be eligible for continuation of the health insurance plan chosen by BOCES for individuals or families at the Employer's expense less \$1.00 provided that they have completed at least fifteen (15) years of service in the District. Employees hired on or after July 1, 2009 who do not provide fifteen (15) years of service to the District will not be eligible for Health Insurance in retirement.

28:1E.) Health Insurance Buyout Incentive: Employees who are eligible for health insurance coverage and who do not take health insurance through the School District will receive \$850 per year at the end of each school year. In order to obtain this health insurance buyout incentive, the employee must sign a release to

the School District waiving any rights to health insurance coverage and releasing the School District from any other health related liability. The employee must also provide verification of health care insurance. However, in order for this health insurance buyout incentive to become effective, there must be at least 5 current Bargaining Unit Members who decline their existing health insurance coverage with the School District for at least one year

28:1.F) Bargaining Unit Members retiring on or after July 1, 2009 will be responsible for all expenses associated with Medicare. Bargaining Unit Members who resign prior to July 1, 2009 will receive Medicare reimbursements currently offered by the Keene Central School District.

28:2. Tax Sheltered Annuities

28:2A.) The Board hereby agrees to deduct from the teachers, who wish to join the plan, a certain percentage of the teachers' salary, the percent to be determined by the teacher, and transmit said money to the Tax Sheltered Annuity Plan. This plan is operated at no cost to the Board other than incidental bookwork.

28:2B.) Any teacher wishing to begin the transmittal of money to a Tax Sheltered Annuity Plan shall be required to meet and confer with the business officer for the purpose of comparing benefits of available underwriters. The teacher can then enroll in an existing program or a new one if it is determined that the new program provides additional benefits. The transmittal of all moneys in connection with this article will occur immediately after each pay period.

28:3. Dental Insurance

28:3A.) Each member of the bargaining unit is entitled to a group Dental Insurance plan with one-half of the monthly premium being paid by the District and one-half by the employee through regular payroll deduction. Any change of carrier, benefits, payments or coverage shall be subject to negotiations between the District and the Association.

28:4. Disability Insurance

28:4A.) New York State Employee Disability Insurance shall be provided to all teacher employees.

28:5 IRS 125 Plan

The District shall establish a full three-part IRS 125 Plan. The Flexible Benefit Plan will be administered by Fitzharris and Company, Inc. All administration fees and monthly charges for this plan will be paid by the District. The plan will be put in place as soon as is practicable upon ratification by both parties. The annual unreimbursed medical expense account shall be set at a maximum \$4,000

per year. If at any time the District chooses to change IRS 125 plan administrators, it may do so provided that the District has demonstrated to the Association that the new plan is equivalent to or better than the current plan. Co-pays for eligible employees shall be processed through this plan. To be a participant of the plan you must commit a minimum of \$550 per year, which may be designated in any way between the three options – Premium Conversion, Flexible Spending, and Dependent Care Expense Account. Participants choosing the Premium Conversion plan only shall not have a minimum amount applied to them.

\*Major medical claims will be processed on at least a quarterly basis.

ARTICLE 29

RETIREMENT INCREMENT

403(b) Non-Elective Employer Contribution – Retirement Incentive

29:1. This offer is exclusive of any offer from the State. Each teacher who has taught at least ten (10) years in the District and is eligible for an approved full retirement from the New York State Teacher's Retirement System according to their respective Tier, shall as a deposit to their 403(b) account, receive an employer non-elective contribution. Said contribution shall be deposited no later than two weeks following retirement. Notification of retirement must be made in writing no later than May 1<sup>st</sup> of the year preceding the final year. Beginning in 2006-2007, notification of retirement must be made in writing no later than March 15th of the year preceding the final year. The amount of the contribution shall be figured on the teacher's base pay during his/her final year and depend on length of service and year of eligibility at retirement as follows:

<u>YEARS IN DISTRICT</u>		<u>% OF FINAL YEAR</u>
<u>At least</u>	<u>but less</u>	<u>Base Salary</u>
20	25	45
25	30	55
30+over		65

The amount figured according to the above table will be modified according to year of eligibility at retirement as follows:

<u>YEAR OF ELIGIBILITY</u>	<u>% OF AMOUNT CALCULATED ABOVE</u>
1	100
2	80
3	60
4	40
5	30

For example, the contribution for a teacher choosing to retire in the first year of eligibility with 20 years in the District and earning \$36,000 base pay, would be  $(36,000 \times 45\% \times 100\%)$  or \$16,200.

29:1A) 403(b) Employer Non-Elective contributions shall be contributed in accordance with, and subject to the following conditions:

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

2. **Contribution Limitations:** In any applicable year, the maximum Employer Contribution shall not cause an employee's 403(b) account to **exceed the** applicable contribution limit under Section 415(c)(1) of the Code, as adjusted for cost-of-living increases. For Employer Non-elective Contributions made post-employment to former employees' 403(b) account, the Contribution Limit shall be based on the employee's compensation, as determined under Section 403(b)(3) of the Code.

In the event that the calculation of the Employer Non-elective Contribution referenced above exceeds the applicable Contribution Limit, the Employer shall first make an Employer Non-elective Contribution up to the Contribution Limit of the Internal Revenue Code and then pay any excess amount as compensation directly to the Employee. In no instance shall the Employee have any rights to, including the ability to receive, any excess amount as compensation unless and until the Contribution Limit of the Internal Revenue Code are fully met through payment of the Employer's Non-Elective Contribution. In no case shall the Employer Non-elective Contribution exceed the Contribution Limit of the Internal Revenue Code.

3. **403(b) Accounts:** Employer contributions shall be deposited into the 403(b) account selected by employee to receive Employer contributions, provided such account will accept Employer Non-elective Contributions. If the employee does not designate a 403(b) account to receive Employer's contributions, or if the account designated will not accept Employer's Non-elective Contributions for any reason, then Employer shall deposit contributions, in the name of the employee, into the NYSUT Benefit Trust-endorsed 403(b) program.

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

5. This section shall be subject to IRS regulations and rulings. Should any portion be declared contrary to law, then such portion shall not be deemed valid and subsisting, but all other portions shall continue in full force and effect. As to those portions declared contrary to law, the Association and Employer shall promptly meet and alter those portions in order to provide the same or similar benefit(s) which conform, as closest as possible, to the original intent of the parties.

6. This section shall further be subject to the approval of the 403(b) Provider, which shall review this section solely as a matter of form and as the provider of investment products designed to meet the requirements of Section 403(b) of the Internal Revenue Code. Upon request, ING Life Insurance and Annuity Company (“ILIAC”) agrees to provide the Employer with ILIAC’s standard hold harmless agreement where the Employer has selected ILIAC as the provider of 403(b) accounts for receipt of Employer Non-elective Contributions.

7. Both the Employer and Employee are responsible for providing accurate information to the 403(b) Provider. This information includes both Elective and Employer Non-Elective Contributions and the amount of the participant's Includible Compensation.

## ARTICLE 30

### PAY FACTORS

30:1 Before being hired, and every subsequent year thereafter while employed, teachers shall receive a salary summary which will include at least the following information:

- Step (and corresponding base salary)
- Credit Hour Pay
- Health Insurance co-pay schedule and amount
- Retirement Deduction
- Dental Insurance deduction (if applicable)

30:2 Teachers with prior teaching experience in the field in which they will teach may receive credit for a maximum of ten years of such service at the discretion of the Administrator. A teacher who has taught at least seventy percent of any ten months of a school year will be considered to have one year’s teaching experience. A teacher who has taught between thirty and seventy percent will be considered to have one-half year experience. In any case not covered by the above, the Administrator shall evaluate the experience of the prospective teacher and decide upon the amount of prior teaching experience to be granted. The credit so determined shall become part of the teacher’s experience credit, commonly known as “step”.

30:3 Credit Hour Pay may be obtained by taking graduate-level coursework:

30:3A) Graduate credit hours earned, up to a maximum of ninety-six (96), shall be paid at \$50 per credit hour. Furthermore,

30:3B) If any of the thirty-first (31<sup>st</sup>) through the ninety-sixth (96<sup>th</sup>) graduate credit hours were earned after July 1, 1987 and while the teacher was employed at Keene Central School, the teacher shall be paid an additional \$50 per credit hour for those credit hours, if the following conditions are met:

1) The credit hours must be in the individual teacher's field of teaching and/or certification.

2) If the credit hours are in other areas of study; such as general education, psychology, counseling, etc., the Teacher must receive written approval from the Administrator, **prior to taking the course.**

30:4 Payment for Credit Hour Pay (Graduate Credit Hours) shall become part of the teacher's annual salary.

30:4A) Payment for Credit Hour Pay shall be given at the beginning of the semester following the semester the credits were earned.

30:4B) The teacher shall furnish the administrator with verification as to the credit hours earned.

30:5 In-Service Coursework: In order to add to the teacher's effectiveness, the district supports participation in In-Service courses (conferences / training). Such courses must receive prior approval of the Superintendent in order to receive financial support.

➤ If the In-Service training occurs at the district's request, the district shall pay the cost of tuition and expenses. Furthermore, if the In-Service training occurs outside the normal school day (evenings, weekends, holidays, summer, etc.) the district shall pay the teacher an additional \$20 per hour.

➤ If the In-Service training occurs at the teacher's request, tuition and expenses shall be paid via the Professional Development monies as described in article 25:1. **In this case, the District shall not be expected to pay the teacher the per hour rate.**

In either case, this dollar amount is not considered Credit Hour Pay and therefore does not become part of the teacher's annual salary.

30:6. Association dues will be deducted beginning the first pay of October in twelve equal installments. Teachers must authorize such deductions by signing and submitting an authorization in the form shown in Article 30:8.

30:7. Effective September 1, 1992, the Keene Central School District shall deduct from the wage or salary of employees in the bargaining unit who are not members of the Association the amount equivalent to the dues levied by the Association and shall transmit the sum so deducted to the Association in accordance with Chapters 677 and 678 of the Laws of 1977 of the State of New York. The Association affirms that it has adopted such procedure for refund of agency shop fee deduction as required in Section 3 of Chapter 677 and 678 of the Laws of the 1977 of the State of New York.

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

Should a bargaining unit member challenge the application of the Agency Fee law to him/her, the Association will save the District harmless by agreeing to handle the litigation of other necessary resolution of the matter.

30:8. Association Dues Deduction Authorization:

I hereby authorize my employer to deduct from my pay (including sick pay) in twelve equal installments beginning in October of each year, the amounts of dues payable from time to time by members of the Keene Central School Teachers' Association and to pay the amounts so deducted to that Association.

This authorization may be revoked by me in writing at any time.

\_\_\_\_\_ Signature of Teacher

\_\_\_\_\_ Date

30:9. Salaries will ordinarily be paid every other Wednesday beginning with the first or second Wednesday of the school year and coinciding with the staff pay schedules. If the payday falls on a holiday the checks will be issued Tuesday. If the payday falls during a teachers' vacation period the teachers will have the option of having their checks mailed or picking them up at school. If a paycheck is to be mailed, it will be postmarked the Monday prior to the payday. The checks will not be valid until the actual pay date. Each teacher shall have the option of receiving pay on the ten-month (gross pay = salary divided by 21) or twelve-month (gross pay = salary divided by 26) basis. Notification must be submitted in writing to the business office on the first teaching day of school as to which option the teacher selects. If no written notification is received, the ten-month basis will be utilized. A change of pay option may be made at the beginning of the school year and at the end of the calendar year only.

30:10. Payroll savings may be arranged with the business office.

30:11. Members shall be permitted to have amounts deducted from their salary for NYSUT sponsored insurance (including, but not limited to, income protection, automobile, home, life, boat, etc.). NYSUT shall be paid with one check per invoice.

ARTICLE 31

EXTRA PAY FOR EXTRA DUTIES

- 31:1. Teacher's participation outside the normal teaching day in such activities as development of remedial programs, promoting and advertising student clubs and activities, assisting at social functions, games, and educational trips, will, insofar as possible, be equalized and assigned on a rotational basis among the teachers, including part-timers, who can appropriately handle them. Attempts will also be made to have parents participate wherever feasible.
- 31:2. Coaching and extra-curricular duties requiring at least forty hours per school year outside of normal teaching hours shall be offered first to qualified teachers employed under this contract. If no qualified teacher wishes to supervise an activity, the Administrator may negotiate fees with qualified person(s) without regard to the following schedule of compensation, or may let the activity lapse. Activities requiring 20 to 40 hours of outside work shall be pro-rated if the activity has received prior approval from the Administrator. At the start of each school year or activity season, these duties shall again be offered to all qualified members of the bargaining unit.

<u>ACTIVITY</u>	<u>2009-2010</u>
Boys Varsity Soccer	3,481
Girls Varsity Soccer	3,481
Boys Modified Soccer	2,142
Girls Modified Soccer	2,142
Boys Varsity Basketball	4,134
Girls Varsity Basketball	4,134
Boys JV Basketball	2,959
Girls JV Basketball	2,959
Boys Modified Basketball	2,724
Girls Modified Basketball	2,724
Boys Varsity Baseball	2,611
Girls Varsity Softball	2,611
Modified Softball	1,606
Modified Baseball	1,606
Freshman Class Advisor	144
Sophomore Class Advisor	144
Junior Class Advisor	1,436
Senior Class Advisor	1,436
Musical Director	2,459
Drama Director	1,369
Yearbook Advisor	912
Stage Band	944
Honor Society	323
Senior Trip Chaperones (2)	546

Scholars for Dollars	225
Student Council HS	654
Key Club	654
Student Council MS	654
Computer Coordinator (summer)	912
Forensics Advisor	1,436
Model United Nations Advisor	158
Math Team Advisor	140
Asst. Musical Director (2)	546
Asst. Drama Director	656
Compost Coordinator	273
6 <sup>th</sup> Grade Trip Advisor	546
Multi-Age Trip Advisor (Major)*	1,464
Multi-Age Trip Chaperone (Major)**	546
Multi-Age Trip Advisor (Minor)*	546
Multi-Age Trip Chaperone (Minor)**	274
Shot Clock Operator	14.50
Time Clock Operator	14.50

\* Requires two years of planning; therefore, first half of stipend to be paid at conclusion of year and remainder to be paid at completion of trip.

\*\* One (1) Chaperone for every six (6) students for international trips.  
One (1) Chaperone for every ten (10) students for domestic trips.

If a teacher is provided with appropriate duty free time in his/her schedule, in addition to the allotted planning time per day and one half hour lunch period as stated in Article 17.2, to perform the above duty, the above salary shall be prorated accordingly.

Each additional club, sport, or activity approved by the Administrator and requiring at least 40 hours outside normal teaching hours = \$493 (2009-2010). Each extra-curricular supervisor must submit, with the claim for payment, a written report including (a) beginning and ending dates of the activity, (b) approximate number of hours of preparation for and actual time needed to conduct the activity, (c) number of students involved, and (d, if applicable) number of games or contests at home and away. A current log will be submitted before consideration of any compensation will be made.

Academic Support, when assigned by the Administration and determined by eligibility, as is currently being done, will be compensated for at the following per hour rate; 2009-2010, \$28.00.

Detention coverage, where no instruction is taking place, as is currently being done will be compensated at the following per hour rate; 2009-2010, \$20.00.

## ARTICLE 32

### ATHLETIC DIRECTOR; CSE CHAIRPERSON

Addendum: Special Duties: Athletic Director, CSE Chairperson

#### Annual Appointments

Appointment to the positions of Athletic Director and CSE Chairperson shall be made annually. Per Article 1.1 of the current Collective Bargaining Agreement, these two (2) titles shall be added to the "recognition clause."

These positions are considered voluntary and available to bargaining unit members on a first refusal basis.

If the position is being filled by a current teacher in the district, every consideration will be made during scheduling to allow one (1) period beyond their two (2) planning periods for these additional duties, and to relieve said teacher of additional supervisory duties (study hall, lunch duty) to the fullest extent possible.

The job performance in any of these extra duties shall not be considered as part of the annual teaching performance nor be considered for tenure as a teacher.

#### 32:1. Athletic Director (AD)

##### Duties:

The duties of AD shall be above and beyond those of a teacher. The AD shall work the equivalent of two (2) days between graduation of one year and the beginning of the next year as part of their job responsibilities. Any additional time required by the District may be scheduled and a per diem rate will be mutually agreed upon by the AD and the Superintendent.

The AD shall be responsible for:

- Schedule coordination for all athletic seasons and coordination of practices.
- Attending and participating in MVAC league meetings and scheduling sessions.
- Acting as the District liaison for all athletic matters with MVAC and NYSPHSAA.
- Oversee and maintain equipment, uniforms, etc. for all athletic teams.
- Maintain budget oversight and requisition for athletic program.
- Coordinate officials as needed.
- Recruit, support, mentor, and provide for required training of coaches.
- Act as first line disciplinarian for athletes during sports-related events.
- Act as liaison between coaches, athletes, and parents.
- Secure transportation for practices, games, etc.

Recruiting Coaches:

The AD and the District will notify the school community of coaching vacancies. In the event that no Association members wish to apply for such a position, the District and AD will be free to recruit from outside the Association.

**Time Allowance:**

By the nature of athletics, there will be times throughout the year when the responsibilities of the AD require more time be given to coordination than the time allotted. This is to be expected. Assistance with phone call coordination will be provided to the fullest extent possible either through a separate phone line and answering machine. The AD is expected to remain current on all regulation changes and health and safety initiatives. The District will make every attempt to provide a substitute for the AD's teaching responsibilities to allow for attendance at meetings.

**Compensation:**

The AD shall receive an annual stipend, \$5,190.00 for the 2009-2010 academic year, and then correlative extra-curricular increases in subsequent years, as designated in the current teachers' contract, in addition to their teaching salary, for these additional AD duties during the school year and the equivalent of two (2) days beyond the calendar year. A per diem rate shall be determined by mutual agreement between the AD and the Superintendent and shall be the compensation rate for any additional days required by the District.

**32:2 Committee on Special Education Chairperson (CSE Chair)**

**Duties:**

The duties of the Chair shall be above and beyond those of a teacher. The CSE Chair will work additional days throughout the summer months, July 1 – Sept. 1, on a schedule mutually agreed upon by the CSE Chair and the Superintendent, depending upon the workload of the given year. The Chair shall work one (1) day before school begins and one (1) day after school ends as part of their job responsibilities.

The Chair shall be responsible for:

- Conducting all meetings of CSE, CPSE, and 504.
- Understanding and recommending options in compliance with the IDEA and Regulations of the Commissioner to the best of their ability.
- Being the resource and contact for parents of students with special needs.
- Being the facilitator and team leader of the special education program at Keene Central School.
- Communicating regularly with the Superintendent and the Board of Education.

**Schedule:**

By the nature of special education, it is inevitable that schedule changes may be necessary more frequently during the year than other teachers. In an attempt to safeguard the contract and working conditions, within a few days of such change, both the Administration and the Association are to be apprised of the change and to agree to the same. In the event that periods for planning and CSE duties are not possible in their schedule, the Chair,

Superintendent, and a representative of the Association shall meet to determine a resolution on a case by case basis, which shall not be held as precedence to future resolutions.

**Time Allowance:**

The Chair is expected to attend CVES Chairpersons' meetings, annual training and related meetings, and trainings as needed to uphold their professional responsibilities. To the degree possible, a consistent substitute shall be provided to the Chair for these times requiring him/her to be out of the classroom in fulfilling the responsibilities of the job. Such may be the case at the time of annual reviews or times of extreme workload imposed by the duties.

**Compensation:**

The Chair shall receive the annual stipend of \$5,464.00 for the 2009-2010 academic year, and then correlative extra-curricular increases in subsequent years, as designated in the current teachers' contract, in addition to their teaching salary, for these additional duties during the school year and the two (2) days beyond the school calendar. A per diem rate shall be determined through the mutual agreement of the CSE Chair and the Superintendent and shall be the compensation rate for any additional days from July 1 – Sept 1.

ARTICLE 33

SALARIES

33:1. Teaching Salaries

33:1A.) Bargaining Unit Members will receive the base salary for the 2009-2010 as reflected in Appendix B. Salary increases inclusive of increment will reflect a 3.25% increase.

33:2. Salary for Double Classes

33:2A.) A teacher who agrees to teach two elementary classes for a full school year shall be paid a minimum of \$1,000 in addition to his/her regular salary.

33:3 For Academic Intervention Services, (hereinafter referred to as "AIS"), teachers shall be compensated at the rate of \$25 per 40 minute block of time if this assignment occurs outside of the normal teaching assignment. Such work/assignment shall require voluntary acceptance by the teacher, and appointment by the Superintendent. Teachers certified in the area to be taught shall be sought out first, with volunteers canvassed second. In the event that no bargaining unit member volunteers or is available to perform AIS services, the District may look outside the Association for people to perform these duties. In this event, the Association will be notified that such is about to take place.

## ARTICLE 34

### DISTANCE LEARNING PROGRAM

It is agreed between the Keene Central School District and the Keene Central Teachers' Association that the following principles will be complied with as long as the Distance Learning Program (DLP) is offered or until changed by mutual agreement of the parties pursuant to the provisions contained herein.

1. The purpose of the DLP is to expand educational and vocational opportunities to students utilizing the latest telecommunication equipment available to our District.
2. The Distance Learning Program will be taught by qualified and certified people. The Distance Learning Program instructors shall be trained in the use of distance video learning technology.
3. Although the District shall determine the staffing needs as it currently does with the presentation of all instructional programs, the DLP shall not be the reason for a reduction of a staff member from full-time employee to part-time employee.
4. The District shall first solicit bargaining unit members for assignment purposes with respect to Distance Learning. In the event that no bargaining unit members are interested or volunteer for such assignment, the District may look outside the Association for people to perform Distance Learning assignments.
5. Teachers that participate in the DLP, who are covered under the collective bargaining agreement, shall continue to be covered by the benefits that are presently provided therein. This agreement shall not be interpreted or applied to deprive teachers of the professional advantages heretofore enjoyed.
6. The District will organize the Distance Learning Program so that it will have as minimal effect as possible on the general overall operation of the instructional schedule.
7. Teachers participating in the DLP shall be evaluated in the same manner as all other unit members, in accordance with the collective bargaining agreement.
8. Taping for the purpose of instruction and evaluation will be through the mutual consent of the teacher and the District. Such tapes, if any, will not be used without mutual agreement.
9. It is the intention of the District that DLP class sizes fall within the range of sound educational practices.
10. In the event that the Distance Learning Program is transmitted over public cable television, the District will meet with the instructor to discuss the need and ability to scramble the signal.

11. The grading of the Distance Learning students shall be the responsibility of the instructor in the transmitting District, and consistent with course requirements as determined by the curriculum guidelines.
12. Supervision of the students will be the responsibility of each Distance Learning site.
13. Compensation to Keene bargaining unit members will be made pursuant to the Keene collective bargaining agreement.
14. The District will make every effort to provide the instructor with (3) planning periods per six (6) day cycle.

The District and Association shall establish a committee to review and amend the provisions contained herein when and if necessary. The committee shall be established no later than January 15, 2002, and shall consist of two members designated by the Association, and two members designated by the Board of Education. This memorandum of agreement may only be modified by the usual ratification procedures of the District and the Association.

#### ARTICLE 35

##### TERM OF AGREEMENT

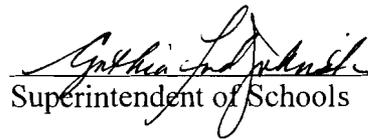
- 35:1. This Agreement, and all of the terms and conditions herein set forth, shall remain in effect until altered, amended, or changed by mutual agreement in writing by and between the parties hereto, or until superseded by a successor agreement.
- 35:2. The term of this Agreement shall be from July 1, 2009 through June 30, 2010.
- 35:3. The parties to this Agreement signify their approval this 29<sup>th</sup> day of September, 2009.

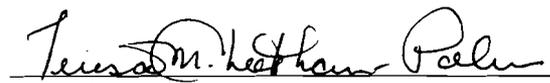
FOR THE ASSOCIATION:

  
 \_\_\_\_\_  
 President, Teachers' Association

  
 \_\_\_\_\_  
 Negotiator

FOR THE DISTRICT:

  
 \_\_\_\_\_  
 Superintendent of Schools

  
 \_\_\_\_\_  
 Negotiator

APPENDIX - A

MILEAGE RATE

The mileage reimbursement rate is the rate set by Section VII each year.

APPENDIX - B

Base Salaries for 2009-2010

<u>Step</u>	TEACHER SCHEDULE	TEACHER ASS'T SCHEDULE
1	\$39,424	\$19,419
2	\$43,375	\$19,610
3	\$44,322	\$19,802
4	\$45,268	\$19,996
5	\$46,214	\$20,296
6	\$47,162	\$20,600
7	\$48,107	\$20,910
8	\$49,056	\$21,223
9	\$50,003	\$21,541
10	\$50,948	\$21,865
11	\$51,897	\$22,193
12	\$52,842	\$22,526
13	\$53,790	\$22,864
14	\$54,737	\$23,206
15	\$55,684	\$23,554
16	\$56,631	\$23,908
17	\$57,577	\$24,266
18	\$58,525	\$24,630
19	\$59,472	\$25,000
20	\$60,419	\$25,375
21	\$61,365	
22	\$62,314	
23	\$63,259	
24	\$64,206	
25	\$65,154	
26	\$66,100	
27	\$67,048	
28	\$67,994	
29	\$68,942	
30	\$69,888	
31	\$71,415	

## APPENDIX – C

### KEENE CENTRAL SCHOOL DISTRICT MENTORING PROGRAM

Stipend: \$800.00 annually per “mentee” be paid to the assigned mentor upon completion of the corresponding school year.

The amount of the stipend will be negotiated as are all stipends when the total agreement is open to negotiations in 2009, based upon the level of time and responsibility required as documented in mentor/mentee logs.

#### State of Purpose and Intended Outcomes for the Mentoring Program

The mentoring program should be viewed as more than an orientation program designed to help the intern learn the “nuts and bolts” of working in the district. The mentoring program is designed to accomplish the following goals.

- Help beginning teachers transition from preparation to practice;
- Provide guidance and support;
- Develop and improve instructional skills in order to improve student achievement;
- Increase the retention rate for good beginning teachers;
- Help transmit the school’s culture;
- Increase an individual’s commitment to Keene Central School and public education in general;
- Create a professional culture that crosses experience lines; and
- Promote school reform.

The needs of the beginning teachers are best served by mentors who are connected to and understand the current school culture, are readily accessible and can respond to the intern’s needs for mentoring during the normal school day and are responsible for all problem solving; for example: mentor/mentee mismatches.

#### The Mentor Program Committee

- Purpose – the committee will design and recommend for approval the mentor program, select the pool of teachers in spring, provide general oversight and undertake the program evaluation.
- Composition – the following persons will serve on the committee; three (3) teachers, one from each level if possible, (will be appointed by the teacher’s union from a pool of volunteers) and administrator. The Superintendent shall make the match of intern with mentor.
- Length of Service – assignment will be a minimum of two years and a maximum of ten.
- Decision making – decisions will be reached by consensus.
- Minutes – a record shall be kept of the committee meetings.

## The Role of the Mentor

The mentor's role will be to guide and support their interns. The role of the mentor shall not be construed as limiting or supplanting the authority of school administrators or supervisors to supervise or evaluate the performance of the interns. Information obtained by a mentor through interaction with an intern shall not be made available to supervisors or used in the evaluation of such intern. The relationship between the mentor and the intern is to be advisory, not evaluative. The ability to maintain a confidential relationship must be adhered to between the Mentor and the Mentee.

## Criteria

- Willingness and time to serve as a mentor;
- Demonstrated mastery of pedagogical and subject matter skills;
- Evidence of superior teaching abilities and excellence in teaching;
- Demonstrated commitment to their own professional learning growth; and
- Ability to allow the intern to develop his or her own effective teaching style.

The Criteria shall be published annually in the handbook and in flyers in mailboxes by March 1 for recruitment of volunteers.

Committee meets later each spring to review and establish mentor list along with suggested mentor areas.

The Superintendent will appoint from the list.

## Preparation of Mentors

Effective mentoring requires training. The most effective mentor training will focus on the development of coaching skills, the engagement of beginning teachers in critical reflection on their teaching practice, and the mentor's skills in collecting and interpreting evidence of effective teaching.

The district shall provide training to provide in-house turnkey trainer. Time will be allowed for training of mentors.

## Types of Mentoring Activities

Mentoring activities are at the core of the work that occurs between the mentor and intern. Activities should be developed consistent with listed mentoring purpose and intended outcomes. Consideration shall be given to needs *common to the group* (awareness of the district's policies and

procedures); *individual needs* (develop a [particular teaching skill), and needs *specific to a category of teachers* (bilingual, special education, career and technical education, and speech therapists, etc.).

- Mentor and Mentee should meet regularly in September (or the first month of employment) and a minimum of once a month thereafter.
- Mentor and Mentee shall maintain a log of activities.
- Mentor and Mentee shall complete the orientation checklist created by committee.

### Time Allotted for Mentoring

In order to achieve the program’s goals and outcomes, adequate time must be allotted for mentoring to occur. Some mentoring activities – planning, reflecting, commenting, record keeping – can occur during non-instructional periods, while other activities – team teaching, modeling instructional strategies, role playing, etc. will need to occur during the instructional day. Activities designed to lead to development and/or improvement of instructional capacity will require common time for mentor/intern meetings. Some percentage of release time during the instructional day may be necessary for constructive and productive mentoring to occur.

Mentoring activities may occur – before, during, or after the instructional day. Planning periods will be aligned if possible.

### Program Evaluation System

Information regarding the effectiveness of the program shall be determined by a questionnaire developed by the district mentoring committee.

The committee shall meet to discuss and adjust the program as needed.

### Operational Budget

An annual stipend per intern will be granted as compensation to the mentor. Logs will be used to document time. Summer training will be compensated separately as outlined in the current teacher’s contract.

The following considerations will be made based upon need:

- Training substitutes, release time and any other expenses associated with the program.
- Given unique situations, a plan for improvement will be developed jointly with intern, mentor and the Superintendent. Additional funding may be approved as needed by the Superintendent.
- Retirees may be utilized as mentors whenever feasible and possible.

### Addendum A to Appendix - C

Annual Program Questionnaire

In what ways did the mentoring program assist your transition from preparation to practice?

In what ways could it be improved?

What types of guidance and support did mentor provide to you?

Rank the assistance provided in each of the following:  
(5 as the most effective and 1 as the least)

Curriculum specific to Standards,  
grade level expectations and grade level requirements: 1 2 3 4 5

Time management: Pacing of course 1 2 3 4 5  
Lesson development 1 2 3 4 5

School culture: District values 1 2 3 4 5  
Community norms 1 2 3 4 5

Testing requirements 1 2 3 4 5

Professional Development Plan development 1 2 3 4 5

Professional responsibilities regarding the contract 1 2 3 4 5

Availability and access of Community resources 1 2 3 4 5  
District resources 1 2 3 4 5

Time allotment (mentor/intern consultation)  
Describe what time and how time was allocated. 1 2 3 4 5

Developing instructional skills and capabilities 1 2 3 4 5

Additional comments:

Addendum B to Appendix - C

Activities List

Orientation

Contract  
 Schedule  
 Supplies/materials  
 Introduction to staff  
 Computer system, File server and Power Grade  
 Forms  
 Introduction to key community leaders  
 Tour of the district  
 Introduction to Board of Education members  
 Business Office:      Insurance  
                                  Personnel files  
                                  Tax forms  
                                  Leave slips  
                                  Requisitions  
 Faculty resources:    Curriculum  
                                  Teachers' room  
                                  Shared materials  
 Tour of the building  
 Substitutes:            Requesting in advance  
                                  Planning for  
                                  Calling in  
 Conference request  
 Professional Development Plans  
 Mentoring log  
 Faculty Handbook  
 Grading procedures  
 Testing requirements  
 Inventory/documentation  
 Detention:              Forms  
                                  Academic  
                                  Behavioral  
 Attendance:            Daily  
                                  Period by period  
                                  Tardy  
                                  Credit requirements  
 Safety Drill  
 Eligibility  
 Calendar  
 Annual Activities

Extracurricular      Activities  
                                  Clubs  
                                  Classes

Long Term: Association  
Lesson planning  
Observation of other classrooms  
Behavior management  
Curriculum development  
Grading  
Testing: State  
Standardized

## Appendix D Keene Central School District Health Insurance Buyout Incentive Form

To: Keene Central School District  
School Business Official  
33 Market Street  
Keene Valley, NY 12943

From: \_\_\_\_\_ (KCSTA)

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_\_

Re: Health Insurance Buyout Incentive for the 20\_\_-20\_\_ School Year.

Please be advised that I am requesting to participate in the Health Insurance Buyout for the \_\_\_\_\_ school year.

Attached you will find a copy of my Health Insurance card. My account number is \_\_\_\_\_. I will provide you with any other information you may need.

I understand that if my employment with the KCSD ends during the school year, the amount of the buyout will be prorated accordingly.

Bargaining Unit Members participating in the Health Insurance Buyout Incentive shall maintain their right to the incentive regardless of eligibility status changes of any other participating members (e.g. qualifying events). The payment will be considered income and paid through payroll.

This form must be signed and submitted by the fourth day of school. (The submission date for the 2009-2010 school year will be October 22, 2009.)

The Health Insurance Buyout Incentive shall be in one lump sum paid no later than the first pay period in June.

AMOUNT: \$850.00

\_\_\_\_\_  
Employees Signature

\_\_\_\_\_  
School Business Official Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date