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CONTRACTUAL AGREEMENT

between the

ICHABOD CRANE TEACHERS' ASSOCIATION

and the

***ICHABOD CRANE CENTRAL SCHOOL
BOARD OF EDUCATION***

KINDERHOOK CENTRAL SCHOOL DISTRICT

July 1, 2007 – June 30, 2011

**RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

MAR 11 2010

ADMINISTRATION

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PREAMBLE

In order to effectuate the provisions of the laws relative to the Public Employees' Fair Employment Act, to encourage and increase effective and harmonious working relationships between the Chief School Officer of the Kinderhook Central School District (hereinafter referred to as the Superintendent of Schools) and the professional employees represented by the Ichabod Crane Teachers' Association (hereinafter referred to as the Teachers' Association), and so that the cause of public education may best be served in the Ichabod Crane Central School District (Legal name: Kinderhook Central School District).

THIS AGREEMENT IS MADE AND ENTERED INTO ON this 31st day of January, 2008, by and between the Superintendent of Schools and the Teachers' Association.

RECOGNITION STATEMENT

The Kinderhook Central School District Board of Education (Ichabod Crane Central School) hereby recognizes the Ichabod Crane Teachers' Association as the exclusive negotiating agent for the employees of such unit consisting of all certified instructional personnel except the Superintendent of Schools, Administrative Supervisors, Instructional and Non-Instructional personnel employed on an hourly or per diem basis.

ARTICLE 1

NEGOTIATION PROCEDURES

- A. It is agreed that terms and conditions of employment provided in the Agreement shall remain in effect until altered by mutual agreement in writing between the parties. Every attempt shall be made to keep the lines of communication open between the Teachers' Association and the Kinderhook Central School District (Ichabod Crane Central School.)
- B. No later than December 15 of the school year in which the contract is to be terminated (June 30), the parties will enter into good faith negotiations over a successor agreement. Proposed future contract changes shall be exchanged between the parties at a date that is mutually agreed, but in any case, no later than January 15 or a month after the final date for commencement of negotiations. No new contract proposals may be submitted by either side after the third negotiation session or February 1, whichever is later. If such an agreement is not concluded one hundred and twenty (120) days prior to the end of the school's fiscal year (June 30), either party may request the State Public Employment Relations Board to assist the parties to reach agreement.
- C. Neither party in any negotiations shall have any control over the selection of the representatives of the other party. No final agreement shall be executed without ratification as required by law.

ARTICLE 2

ACADEMIC FREEDOM

- A. Each teacher shall have the right to academic freedom in accordance with, and within the bounds of, the curriculum as set forth and/or adopted by the Board of Education, the State Department of Education and/or the Commissioner of Education.
- B. It shall be the prerogative of each teacher to decide membership in all professional organizations, (at no expense to the District).

ARTICLE 3

GRIEVANCE PROCEDURE

A. Declaration of Purpose

WHEREAS, the establishment and maintenance of a harmonious and cooperative relationship between the Board of Education and its teachers is essential to the operation of the schools, it is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to alleged grievances free from coercion, interference, restraint, discrimination or reprisal, and by which the District and its teachers are afforded adequate opportunity to dispose of their differences without the necessity of time consuming and costly proceedings before administrative agencies and/or in the courts.

B. Definitions

1. A Grievance is a claim by any teacher or group of teachers in the negotiating unit or by the Association based upon any alleged violation of this contract.
2. The term Grievant shall mean any person or persons within the negotiation unit or the Association filing a grievance.
3. Superintendent of Schools shall mean the Superintendent or Chief School Officer or Chief School Executive Officer of the Ichabod Crane Central School District.
4. Administrative Supervisor is the person to whom the teacher is directly responsible: namely, the Building Principal or Director of Special Education, where appropriate.
5. Representative shall mean the person or persons designated by the aggrieved party to act on his/her behalf.
6. Association shall mean the Ichabod Crane Teachers' Association.
7. Aggrieved Party shall mean the Grievant as defined in B.2.
8. Party In Interest shall mean the Grievance Committee of the Association and any party named in a grievance who is not the aggrieved party.
9. Grievance Committee is the committee created and constituted by the Ichabod Crane Teachers' Association.
10. Hearing Officer shall mean any individual or board charged with the duty of rendering decisions at any stage on grievances hereunder.
11. Days shall mean school days.

C. *Procedure*

1. All grievances shall include the name and position of the aggrieved party, the identity of the provision of this agreement involved in the said grievance, and the time and the place where the alleged events or conditions constituting the grievance existed, the identity of the party responsible for causing the said events or conditions, if known to the aggrieved party, and a general statement of the nature of the grievance and the redress sought by the aggrieved party.
2. Except for informal decisions at Stage I. a, Section E. 1 of this Article, all decisions shall be rendered in writing at each step of the grievance procedure, setting forth findings of fact, conclusions and supporting reasons therefore. Each decision shall be promptly transmitted to the grievant and the Association.
3. If a grievance affects a group of teachers having different administrative supervisors or if the grievance is the result of actions of the Superintendent of Schools or Board of Education, then it may be submitted by the Association directly at Stage II, hereinafter defined.
4. The preparation and processing of grievances, insofar as practicable, shall be conducted in such a manner and at such times which do not require the teacher to be absent from assigned classes and duties.
5. The District and the Association agree to facilitate any investigation which may be required and to make available any and all material concerning the alleged grievance.
6. Except as otherwise provided in E., items 1a and b, an aggrieved party and any party in interest shall have the right at all stages of a grievance to confront and cross-examine all witnesses called against him/her to testify and to call witnesses on his/her own behalf and to be furnished, at his/her expense, with a copy of any minutes of the proceedings made at each and every stage of this grievance procedure.
7. The aggrieved party, any party in interest, any representative, any member of the Grievance Committee or any other participant in the grievance procedure or any person by reason of such grievance or participation therein shall be free from any interference, coercion, restraining, discrimination or reprisal.
8. Forms for filing grievances, serving notices, taking appeals and making reports and recommendations, and any other necessary documents will be jointly developed by the District and the Association and attached hereto. The Superintendent of Schools shall then have them printed and distributed so as to facilitate operation of grievance procedure. (Appendix B-1 & 2)
9. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
10. Nothing contained herein will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance informally adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement and the Association has been given an opportunity to be present at such adjustment and to state its views on the grievance. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and all parties in interest and shall, in all respects, be final; said

adjustment shall not create a precedent or ruling binding upon either of the parties to this Agreement in future proceedings.

11. If any provision of this grievance procedure or any application thereof to any teacher or group of teachers in the negotiating unit shall be finally determined by any court to be contrary to law, such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.
12. The Superintendent of Schools shall be responsible for accumulating and maintaining an Official Grievance Record which shall consist of the written grievance, all exhibits, transcripts, communications, minutes and/or notes of testimony, as the case may be; written arguments and briefs considered at all levels other than Stage I.a and all written decisions at all stages. Official minutes will be kept at Board expense of all proceedings in Stages II, III and IV. A copy of such minutes will be made available, at their cost to the aggrieved party, and the Grievance Committee within ten (10) days after the conclusion of hearings at Stages II, III and IV. The aggrieved party, any party in interest or the Grievance Committee of the Teachers' Association may advise the appropriate hearing officer of any errors in said minutes within five (5) school days of availability of said minutes. Any such claim of error in the minutes shall become a part of the Official Grievance Record and the Hearing Officer shall indicate the determination made respecting such claimed error. The Official Grievance Record shall be available for the Board but shall not be deemed a public record. The Aggrieved Party shall have the right to make a copy of the Official Record pertaining to his/her case.

D. *Time Limits*

1. Since it is important to good relationships that grievances be processed as rapidly as possible, every effort will be made by all parties to expedite the process. The time limits specified for either party may be extended only by mutual agreement.
2. No written grievance will be entertained as described below, and such grievance will be deemed waived unless written grievance is forwarded at the first available stage within thirty (30) days after the teacher knew or should have known of the act or condition on which the grievance is based.
3. If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this agreement shall be barred.
4. Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party, his representative and the Association within the specified time limit shall permit the lodging of an appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.
5. In the event a grievance is filed on or after June 1, upon request by or on behalf of the aggrieved party, the time limits set forth herein will be reduced so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as it is possible.

E. *Grievance Procedure Stages*

1. **Stage I: Supervisor**
 - a. A teacher having a grievance shall orally present his/her grievance either directly or through

a representative, to his/her administrative supervisor, clearly indicating that it is a grievance. His/her administrative supervisor shall orally and informally discuss the grievance with the aggrieved teacher, with the objective of resolving the matter informally.

- b. If the grievance is not resolved informally by the administrative supervisor, the aggrieved teacher or his/her representative shall within five (5) days, orally present his/her grievance to his/her administrative supervisor, clearly indicating that it is a grievance. The administrative supervisor shall confer with all parties in interest but, in arriving at a decision, will not consider any material or statements offered by or on behalf of any such party in interest with whom consultation has been had without the aggrieved party or their representative present.
- c. If the grievance is not resolved informally, it shall be reduced to writing and presented to the administrative supervisor and a copy is to be furnished to the Ichabod Crane Teachers' Association. Within ten (10) days after the written grievance is presented to the administrative supervisor, he/she shall render a decision thereon, in writing, and present it to the teacher, his/her representative and the Association.

2. Stage II: Superintendent of Schools

- a. If the aggrieved party initiating the grievance is not satisfied with the written decision at the conclusion of Stage I, and wishes to proceed further under this grievance procedure, the grievant or a representative shall file a written appeal of the decision at Stage I with the Superintendent of Schools within twenty (20) days after the grievant has received such written decision. Copies of the written decision at Stage I shall be submitted with the appeal.
- b. Within ten (10) days after receipt of the appeal, the Superintendent of Schools, or a duly authorized representative, shall hold a hearing with the teacher, and/or the Grievance Committee or its representative and all other parties in interest.
- c. The Superintendent of Schools shall render a decision in writing to the grievant, the Association and its representatives within ten (10) days after the conclusion of the hearing.

3. Stage III: Board of Education Option

- a. If the grievant is not satisfied with the decision at Stage II, and the Association determines that the grievance is meritorious, the Association will notify the Board of Education of its intent to file for Arbitration, in writing, no later than ten (10) days after the decision at Stage II. If the Board of Education determines that it is in the best interest of the parties, it may elect to hold a hearing on the grievance by notifying the Association, in writing, of such intent within ten (10) days of receipt of said notification.
- b. If the Board of Education elects to hold a hearing, such hearing will be held in executive session within fifteen (15) days of receipt of the Association's notification of intent to file for arbitration. The Board of Education will issue its decision in writing no later than ten (10) days after the close of said hearing.

4. Stage IV: Arbitration

- a. Within ten (10) days after receipt of the Board of Education's decision at Stage III or within

ten (10) days after the Association's notification to the Board of Education of intent to arbitrate, whichever occurs later, the Association may proceed to arbitration by filing a Demand for Arbitration with the American Arbitration Association and with the Clerk of the Board.

- b. The parties will be bound by the Voluntary Rules of the American Arbitration Association.
- c. The decision of the arbitrator shall be final and binding on the parties. The arbitrator shall be without power or authority to make any decisions which require the commission of an act prohibited by law or which violates the terms of this agreement.
- d. The cost of the arbitration shall be borne equally by the District and the Association.
- e. Either party may, with the consent of the other party, request the expedited Labor Arbitration Tribunal.

ARTICLE 4

TEACHER-ADMINISTRATION COMMITTEES

A. *Calendar Committee*

- 1. Representatives of the Teachers' Association (one representative from each building) and the Association President, the Superintendent of Schools (or designee) and Assistant Superintendent, and two other non-administrative representatives selected by the Superintendent shall meet as mutually agreed upon to develop the proposed District calendar. The proposed calendar will be recommended to the Board of Education for approval.
- 2. When all emergency days are not used, the Calendar Committee should convene and mutually agree to the time at which the days should be returned.

B. *Labor-Management Meetings*

- 1. The President and/or other duly appointed representatives of the Teachers' Association and the Superintendent of Schools and/or (a) duly appointed representative(s), shall meet to exchange information and discuss issues of concern.
- 2. Meetings shall be scheduled regularly throughout the school year, at mutually convenient times. Special meetings may be called at the request of either party.
- 3. Ground rules regarding agendas, minutes, length of meetings, etc. shall be established at the first meeting of each school year.

ARTICLE 5

TEACHERS' HOURS

- A. All teachers shall report to work and shall be in their homeroom, classroom or their assigned stations for a total of seven (7) consecutive hours per day including duty-free lunch period. Said hours to be designated by the Board of Education prior to the commencement of the school year. Starting and ending times shall be uniform in buildings unless determined otherwise by Administrator and teacher.

B. *Late Elementary Buses*

Teachers, upon assignment by their building principal, shall remain after teachers' dismissal time to supervise children waiting for buses that arrive late, for whatever reason, at regular student dismissal time. Should a bus or buses continuously arrive after regular dismissal time, teacher assignments will be made on a rotating basis.

C. *High School and Middle School Detention*

1. Teachers assigned to detention duty shall be financially compensated according to the schedule in Appendix D-3 of this contract.
2. In the event building principals have not recruited sufficient teachers to supervise detention, the Association shall upon written request of the Superintendent give to the building principals a list of names of teachers volunteering for detention duty. If the Association does not submit the requested list of names within fifteen (15) days of the Superintendent's request, teachers will be assigned to this duty based upon the inverse order of seniority among teachers assigned to the building in which detention supervision is required.
3. From this list, the building principal shall make the necessary assignments at his/her discretion.

D. *Work with Students*

1. Teachers shall remain after regular leaving times to work with students whenever a student is required to do so by the teacher, the principal or designee, or upon a student or parent's request for a teacher's assistance. However, should the teacher have a prior commitment on a day when special help for a student has been requested, the teacher will not be required to stay but will make arrangements with the student(s) to stay on the earliest day thereafter convenient to both the teacher and student(s). This paragraph shall not be applied to Academic Intervention Services (AIS), and shall not be construed to allow the mandating of continuous tutoring to an individual student.
2. Any teacher who requires or schedules a student/students to stay for after-school assistance shall do so on a day when there is a "late" bus or the teacher is assured that the student has an alternative means of transportation home: in either event, the teacher is responsible for giving, or arranging for, supervision until said transportation is provided.
3. Teachers who assign a student to detention shall remain with the student(s) in the teacher's classroom until the late bus arrives unless prior approval for some alternate arrangement is made with the building principal.

E. *Parental Conference*

Each teacher is required to meet with parents after regular leaving times if the teacher is given at least two (2) school days notice for such a parent-teacher conference. However, should the teacher have a prior commitment on the day requested for the conference, the teacher will stay for the conference on the earliest day thereafter convenient for both the parent and the teacher.

F. *Teacher Evaluation*

Each teacher shall meet after regular leaving times with his/her evaluator, i.e. - immediate supervisor, administrative supervisor or Superintendent of Schools or his designee to discuss observations made by the evaluator when such a discussion or conference cannot be scheduled during the regular school day.

G. *Wednesday Meetings*

1.
 - a. **FIRST WEDNESDAY** of each month: Building faculty meeting.
 - b. **SECOND WEDNESDAY** of each month: Grade Level, Department Chair and Team Leader meetings.
 - c. **THIRD WEDNESDAY** of each month: Elementary Grade Level, High School Department, Middle School Team, and/or Subject Matter meetings.
 - d. **FOURTH WEDNESDAY** of each month: Meetings for articulation between buildings and District-Wide Department Meetings.
 - e. **FIFTH WEDNESDAY** of each month: District-Wide faculty meetings.
2. Teachers shall meet in the designated location and the meeting shall start fifteen (15) minutes after bus dismissal or when all teachers arrive. Specific times for meetings shall be set at the beginning of the school year.
3. Meetings shall not exceed one (1) hour in length except on matters of great urgency.
4. In the event that the Administration determines that the schedule of meetings is to be changed due to a special need, the Superintendent of Schools shall authorize one such change per month with five (5) days due notice. For example: two (2) grade level meetings may be held instead of one (1) grade level and one (1) district-wide meeting.
5. In the event that a mandatory meeting is cancelled due to an emergency school closing or early dismissal, the Superintendent of Schools may reschedule the cancelled meeting provided that:
 - a. the meeting shall be held within ten (10) school days and with at least two (2) days due notice, and,
 - b. the meeting shall not be scheduled on a day immediately preceding a weekend, vacation, or holiday.

Teachers are required to attend these rescheduled meetings. The prior approval of the principal is necessary in order to be excused from these meetings. Commitments such as doctor's appointments, course work, or other district-approved activities are examples of the basis upon which a teacher's absence may be approved.

H. *Emergency Situations*

Teachers shall remain after regular leaving times in the event of an emergency or an unexpected situation that cannot, because of its nature, be postponed.

I. All teachers shall be required to attend:

1. Back to School Night at the school(s) to which each teacher is normally assigned.
2. Two (2) other school related functions after regular school hours at which teachers shall be required to attend if scheduled by the Building Principal.

During the school year, teachers and principals traditionally plan a number of activities for students, parents, and the community-at-large which necessitates the presence of unit members beyond the two (2) required after-school functions contained in Item 2 above. It is understood that each teacher's participation in these additional activities is, by nature, cooperative, strictly voluntary, and will not constitute a contractually binding past practice. The Association and the Superintendent of Schools agree that the fostering of a cooperative spirit of voluntarism is a characteristic of teaching as a profession and is thereby to be encouraged.

J. Except for teachers on late bus duty or other assigned duties, all teachers may leave immediately after bus departure on Fridays, days preceding a holiday or vacation, and on days when students are dismissed early because of inclement weather.

All teachers are to initial teacher attendance sheets upon arrival to their building and are to initial teacher attendance sheets upon leaving that building.

K. *Superintendent's Meetings*

Teachers shall be required to attend one one-hour District-wide faculty meeting per year to be scheduled by the Superintendent in addition to meetings as scheduled under 5.G.1.

ARTICLE 6

OBSERVATION AND EVALUATION OF UNIT MEMBERS

A. *Formal Observation and Evaluation of Unit Members*

1. New unit members shall receive a copy of the standard district-wide Teacher Observation Report Forms in their Teacher's Handbook. A copy of this completed report shall be placed in the unit member's personnel file in the Central Administration Office. There are nine (9) forms that may be used (*See Appendix E*):

Form A	Standard
Form B	Special Services
Form C	Goal Oriented - Tenured Teachers Voluntary Option Only
Form D	Teaching Assistants
Form E	Department Chairs
Form F	K-5 Liaisons
Form G	Grade Level Chair
Form I	Team Leader
Form J	Curriculum Liaisons (6-8)

2. Each unit member serving their probationary period shall be observed and evaluated at least three (3) times within the year following the date of the commencement of the unit member's employment for no less than a complete lesson each time.
 - a. Each non-tenured unit member in the High School shall be observed and evaluated by one of the building administrators. A copy of this completed report shall be placed in the unit member's personnel file in the Central Administration Office.
 - b. Each non-tenured unit member in the Middle School shall be observed and evaluated by one of the building administrators.
 - c. Each non-tenured Elementary School unit member shall be observed and evaluated by the elementary administrators.
 - d. Each non-tenured unit member of a district-wide department shall be observed and evaluated by the building administrators.
 - e. There will be no formal observation during the first five instructional days of school year; there will be no formal observation during the last five instructional days before the June Regents' Examinations begin, and no formal observation the day before the December holiday break.
3. Tenured unit members may be observed and evaluated during the school year at the discretion of the administration. When tenured unit members are observed and evaluated, such observation and evaluation shall be for a period of not less than a complete lesson.
4. Classroom observations and evaluations may be made of any unit member during the school day. All comments written on observation report shall reflect only that which has been observed in a specific teaching situation.
5. A pre-conference between the evaluator and the teacher will occur 10 school days before the formal observation. The administrator will make the initial contact to schedule the pre-conference.
 - Should be brief.
 - Opportunity for the teacher and administrator to discuss expectations.
 - Subsequent observation can be scheduled or not.

An observation must occur within the time limit as specified in Article 6, Section A (5) following a pre-conference between the unit member and the administrator. If the ten-day time limit is not met and a second pre-conference is required, the District agrees to inform the unit member of a specified date and time to be observed.

6. A post-observation conference will be held within five school days after the formal observation; scheduled by the administrator.
 - a. Unit member will receive a draft copy of the observation.
 - b. Unit member and observer will discuss the observation and evaluation draft report

and will work cooperatively toward performance improvement in areas indicated in the report.

c. Unit member and observer will discuss the teacher's reflection.

7. A final copy of the observation will go to the teacher within five school days after the post observation conference.
8. The unit member will return the signed observation within 10 days to the administration.
9. A copy of the completed observation report shall be placed in the unit member's personnel file in the Central Administration office.
10. All observations of unit members shall be conducted openly and with full knowledge of the unit member.

B. *Informal Unit Member Observation and Evaluation*

1. Unit member evaluation refers to opinions formed and observations and evaluations made by school administration as to the unit member's conduct, character, performance and attitudes relative to the school organization.
2. It is understood that formation of such opinion and observations and evaluations occur in a non-structured manner. Therefore, it is left to the discretion of the administration as to when such evaluation is reduced to writing.
 - a. When such evaluations are reduced to writing, the unit member may make written comments on the report and must sign the report. Unit member's signature does not imply that unit member is necessarily in agreement with the report or parts thereof. A copy of this completed report shall be placed in the unit member's personnel file in the Central Administration Office.

C. *Observation and Evaluation*

The Professional Development Committee will consist of 6 members of the teachers' bargaining unit, representative of all levels (representing a majority of the committee) as selected by the Association President, the Assistant Superintendent, two (2) individuals selected to represent the District, a parent and a representative of higher education when practicable. The Committee will oversee:

- ◆ The District Professional Development Plan as outlined in the Commissioner's Regulations 100.2
- ◆ The Annual Professional Performance Review Instrument and procedures for observation and evaluation of certified staff covered under the collective bargaining unit.

The President of the Association or his/her designee will notify the district of the Association's membership for a subsequent school year by September 30.

****** There is separate agreement on establishment of sub-committee to oversee the District Mentoring Program.

D. *Teacher Improvement Plan*

The Board of Education and the Ichabod Crane Teachers' Association recognize need to comply to the New York State Commissioner's Regulation 100.2(o), Annual Professional Performance Review (APPR). Should a teacher be rated as unsatisfactory, a "Teacher Improvement Plan" (TIP) shall be prescribed. If the teacher is rated "needs improvement", a TIP may be prescribed. A teacher may request a TIP. When such a plan is needed, the District and the Association agree that the plan follow the procedures outlined below:

1. The teacher and administrator shall meet and jointly develop the plan.
2. No part of the plan will have hearsay as a basis. All recommendations contained in the plan shall be based on verifiable evidence of a need for improvement.
3. The plan will be in accordance with the contract between the District and the ICTA.
4. The plan will include the provision of time for recommended staff development (e.g., class room visitations, conferences, research, etc.).
5. The administration shall notify the Association President before a TIP is signed. The teacher will have the right to seek advice regarding the provisions of the plan, before signing it.
6. The Teacher Improvement Plan will be signed by the administrator, and the teacher, and become part of the teacher's personnel file.
7. The plan shall contain provisions for measuring and documenting progress toward the goals of the plan.
8. The teacher and the administrator shall agree upon a reasonable target date for the conclusion of the plan.
9. The administrator shall write a summary page, to be signed by both the teacher and the administrator, indicating the success of the plan at its conclusion on the target date, or further steps which need to be taken.
10. The teacher will be given an opportunity to add a written response to the summary, before signing it.

ARTICLE 7

UNIT MEMBER'S PERSONNEL FILE

- A. A personnel file for each unit member shall be maintained in the Central Administration Office.
- B. No material concerning a unit member's conduct, service, character, or personality will be placed in his/her personnel file unless the unit member has had an opportunity to review the material.
- C. The unit member will acknowledge that he/she has had an opportunity to review such material by affixing his/her signature to the copy to be filed with the expressed understanding that such signature in no way indicates agreement with contents thereof. If a unit member fails to sign such material within ten (10) days, the member, union representative and building principal shall meet. Both the principal and union representative shall date and initial the material signifying that the material was

presented to the member. The materials shall be placed in the bargaining unit member's file.

- D.** The unit member will also have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent of Schools and attached to the personnel file copy.
- E.** Individual unit members will have the right, upon request, to review all materials in their personnel folder with the exception of material received concerning the unit member from sources outside the Ichabod Crane Central School system; such as written references and confidential folders.
- F.** A unit member will be entitled to have a representative of the Teachers' Association accompany him/her during such review.
- G.** Review of such materials by a unit member shall be in the presence of the Superintendent of Schools, his/her designee or a building principal.
- H.** A unit member may make a copy of materials (as described in Sections A-G of this Article) in his/her personnel file. The District may charge a reasonable fee for the reproduction of personnel file information, requested by the unit member.

ARTICLE 8

UNIT MEMBER PROTECTION

- A.** All cases of assault and/or battery suffered by a unit member in connection with his/her employment shall be immediately reported by the unit member, in writing, to the building principal.
- B.** The report shall be immediately forwarded to the Superintendent of Schools.
 - 1. There shall be mutual compliance with reasonable requests to exchange information relating to the incident of persons involved.
- C.** The Board of Education shall provide protection for teachers in accordance with Section 3023 of the New York State Education Law.
- D.** The Board of Education shall provide protection for teachers in accordance with Section 3028 of the New York State Education Law.

ARTICLE 9

PERSONAL INJURY BENEFITS

- A.**
 - 1. Whenever a unit member is absent from his/her teaching assignment due to injuries suffered by the said unit member while in the course of his/her employment as a unit member with the Ichabod Crane Central School District, the unit member shall not be caused to suffer any financial loss in pay, due to said injuries, for a period not to exceed three months from the date of such injuries. The injuries above referred to must be reported as soon as practicable to the school nurse-teacher, if one is available, to the building principal and a report shall be made forthwith to the School District's Workers' Compensation Insurance Carrier.
 - 2. The School District shall, on its regular pay days, for a period not to exceed the period of three months from the date the said injuries were suffered, as stated above, pay to the said unit member, whose absence is due to injuries suffered while in the course of employment with the School District, as a unit member, the difference between his or her Workers'

Compensation benefits and the amount which would have accrued to the unit member had he or she been present every school day.

3. The above benefit shall accrue to the injured unit member without loss of allowable or accumulative sick days.

- B.** The School District will reimburse unit members for the reasonable cost of any clothing or other personal property damaged or destroyed as a result of an assault suffered by a unit member while the unit member was acting in the discharge of his/her duties within the scope of his/her employment.

ARTICLE 10

SPECIAL TEACHER VACANCIES

- A.** All notices of vacancies in unit positions paying a salary differential shall be posted in the faculty room of each school building and a copy of said notice sent to the President of the Association.

1. Notice of said vacancies shall include, the title of the position(s) and where applications can be obtained and remitted. Job descriptions will be made available to applicants at Central Office upon request.
2. Posting and distribution of said notices shall be made as soon as practicable after the Board of Education declares that a vacancy exists.
3. During recesses and summer vacations notice of such vacancies shall be:
 - a. Posted in the Central Administration Office.
 - b. Sent to teachers who have indicated in writing an interest in such positions (See Article 10, Section B, Item 2).
4. Teachers who desire to apply for such vacancies shall submit their applications or letters of interest in writing to the Superintendent of Schools or his/her designee as soon as possible after the vacancy notice has been posted.
5. A teacher who desires to apply for such vacancy(ies) which may be created and filled during the summer vacation period shall notify the Superintendent of Schools or his/her designee in writing of the position he/she seeks, and the address and telephone number where he/she may be reached during the summer vacation period.
6. Teachers may submit letters of interest for transfer, reassignment, or vacancies. Such letters shall be submitted to the Superintendent of Schools or his/her designee.

- B.**
 1. All appointments to the aforesaid vacancies shall be based upon qualifications. Experience shall be weighed but shall not be the determining factor.
 2. Teachers already employed by the School District, who submit written applications, shall be given consideration for the position(s) before an appointment is made, if a timely application is made.
 4. Appointments shall be made without regard to age, race, sex, creed, color, religion,

nationality, marital status, or ancestry unless based upon a bona fide occupational qualification.

- C. Unsuccessful applicants from within this negotiating unit for such position(s) shall be notified as soon as practicable after the Board of Education has made an appointment.

1. Upon request, each unsuccessful applicant for such a position shall orally receive the reason(s) for not being chosen for such positions.

ARTICLE 11

TEACHER ASSIGNMENT

- A. 1. All teachers will receive notice as soon as possible of teaching assignments for the coming year including:

- a. School(s) to which they will be assigned to teach.
b. Grade(s) and/or subject(s) that they will teach.

2. If assignments are to be changed after such notice is given, the building administrator will notify the teacher(s) of such change as soon as possible.

- B. 1. In arranging schedules for teachers who are assigned to more than one school, provisions will be made to:

- a. Limit the amount of interschool travel.
b. Allot fifteen (15) minutes from the time one period ends to the beginning of the next period for teachers to travel between two school buildings.
c. Notify such teachers of any change in their schedule as soon as possible.

2. Teachers who are assigned to more than one school building during the same day will be compensated for the use of their own car according to the provisions in Article 30, Section I.

- C. Teacher assignments will be made without regard to race, creed, color, religion, nationality, sex, or marital status or ancestry unless based upon a bona fide occupational qualification.

- D. The Superintendent of Schools and/or a representative shall be responsible for the assignment of all newly appointed personnel to the specific positions and shall give notice of assignments to new teachers as soon after appointment as practicable.

ARTICLE 12

VOLUNTARY TRANSFERS AND REASSIGNMENTS

- A. Teachers employed in the School District who desire a change in grade level and/or subject assignment or who desire to change to another building shall:

File a written statement of such desire with the Superintendent of Schools as early as possible after a vacancy for that grade level or subject assignment has been created by Board action and notice of same has been distributed to the Association. Such statement shall include the grade

and/or subject to which the teacher desired to be assigned and the school(s) to which he/she desired to be transferred.

- B.** Teachers currently employed by the School District who have requested a transfer or reassignment, in writing, shall be given consideration before an appointment is made.
- C.** Teachers whose written request for transfer or reassignment within the District was not favorably considered and who were not accorded a transfer or reassignment shall, upon request, be notified orally of the reasons for the decision made.
- D.** In the determination of requests or voluntary reassignments and/or transfer of teachers within the School District, the preference of the individual teacher will be considered by the administration.

ARTICLE 13

INVOLUNTARY TRANSFERS AND REASSIGNMENTS

- A.** Notice of an involuntary transfer shall be given to teachers as soon as practicable.
- B.** Teachers who are transferred involuntarily shall, upon request, be informed orally of the reasons by the building administrator. The teacher will have the opportunity to discuss the reasons for the transfer, upon request, with the Superintendent of Schools.
- C.** No teacher will lose his/her tenure status or any corresponding benefits because of an involuntary transfer.

ARTICLE 14

RECRUITMENT AND EMPLOYMENT

- A.** Applicants will be employed for specific positions in their tenure area in specific buildings insofar as this is practicable and consistent with the overall objectives of the School District.
- B.** All finalist candidates who are invited to the school shall be interviewed by an appropriate team. The team shall include the building principal and/or a representative, other building principals and/or their representatives. The appropriate department chair, grade level chair or team leader shall be invited to participate as part of the team and may participate in the preliminary interview process if they notify the principal of their desire to do so. The Superintendent of Schools shall interview those candidates recommended by the building principals and interview team.
- C.** An employee in his or her final probationary year shall be notified of the Superintendent of School's intention not to recommend him/her for appointment to tenure ninety (90) days prior to the completion of the employee's probationary period. In the event that the end of a probationary period for a probationary teacher occurs on or between June 30th and August 31st, said teacher shall be notified of the Superintendent of School's intention not to recommend him/her for appointment to tenure by March 31st, as of the final probationary year.

ARTICLE 15

SUPPLIES

- A.** The Board of Education agrees that it will provide supplies and equipment so that teachers may fulfill their teaching responsibilities in an adequate and professional manner.
 - 1.** Before supplies are ordered, department or grade level chair or team leaders will be consulted concerning any items that must be cut from a budget.

ARTICLE 16

TEMPORARY LEAVE POLICY

A. Sick Leave

1. Each unit member shall be granted fourteen (14) sick leave days per year at regular pay, cumulative to a maximum of two hundred (200) days. Such leave shall be credited on the first day of school.
 - a. Sick Leave may be used for medical/dental appointments related to an illness, injury, or surgery that are not of a routine or diagnostic nature.

The use of Sick Leave for dental appointments shall be for emergency reasons only and shall not be used for routine appointments.
 - b. At the end of the school year, the accumulated sick leave days of members of the Sick Bank which are in excess of two hundred (200) days shall be credited to the Sick Bank. The Board shall not be required to match these days.
2.
 - a. A unit member may use up to five (5) sick days per year for the illness of family members or other individuals who legally reside in the residence of the unit member.
 - b. In the event that a unit member has used all of his/her family illness leave time, he/she may use his/her unused Business Leave for family illness.
 - c. Unit Members who have exhausted all family sick leave may substitute available sick days for up to three (3) days for family illness. The total number of paid sick days for family illness shall not exceed eight (8) days in any school year.
3. Each unit member will receive a statement of accumulated sick leave no later than September 30th of each year of employment.
4. ***Payment for Accumulated Sick Leave at Retirement***

Payment for accumulated sick leave at retirement allows for \$25/day for each day from 1 – 100 and \$45/day for each day in excess of 100. The maximum benefit is \$7,000. Effective July 1, 2009, payment increases to \$30/day for each day from 1 – 100 and \$50/day for each day in excess of 100. The maximum benefit is \$8,000. **Each retiree utilizing this benefit is strongly advised to consult with the New York State Teachers' Retirement System prior to notification to the District.** Notification of intent to retire must be filed by March 1st of the current school year. Payment shall be made on the first payroll date in July following the unit member's final year of employment.

B. Long Term Disability

1. Each unit member will be required to furnish, on a District provided form, written medical certification by the unit member's own doctor as to the estimated date the disability began, or will begin, and the estimated date the disability will end.
2. The District reserves the right to require, at any time, an examination by its own physician(s), at District expense, as to the beginning and/or ending of the disability.

Prior to the termination of a disability leave, the District may require a unit member to submit a physician's written statement declaring such unit member capable of performing normal teaching duties.

3. The probationary period of a non-tenured teacher who is absent because of a long term disability, will be extended by an amount of time equal to the total number of school days the teacher is absent from work if the absence exceeds fifty (50) school days. On the fifty-first (51) day of absence, the non-tenured teacher's probationary period will be extended.

Any unpaid leave of absence, of whatever duration, automatically extends the teacher's probationary period for the number of school days equal to the number of unpaid leave days.

C. *Sick Leave Bank*

1. Unit members electing to participate in Sick Leave Bank shall submit to the District a waiver of two (2) days of accumulated sick leave.
2. The total number of days contributed by unit members shall be matched by the District.
3. All unit members who have contributed to the Sick Leave Bank shall be eligible to receive time from the Sick Leave Bank, but unit members electing not to participate shall not be eligible to receive time from the Sick Leave Bank.
4. Withdrawals from the Sick Leave Bank shall be limited to unit members who are involved in extended disability resulting from illness or accidents and who have exhausted their accumulated sick leave.
5. The Bank shall be administered by an annually appointed Committee of three (3) representatives appointed by the District and five (5) representatives appointed by the Ichabod Crane Central School Teachers' Association, one from each building, who shall act upon withdrawals and develop all application, administrative, and withdrawal guidelines. Each party to this agreement shall have an equal (weighted) vote. The decisions of the above Committee shall be final and binding upon the unit members, the District, and the Ichabod Crane Central School Teachers' Association, with respect to the administration of the Sick Leave Bank.
6. In the event the Sick Leave Bank Committee is unable to reach a decision, the Committee will submit the question to any person nominated by the President of the Columbia County Bar Association for final resolution.
7. In the event that the Committee has not met within the current school year to act upon withdrawals, the Sick Leave Bank Committee shall meet at a mutually agreeable date during the month of May. The purpose of such annual meeting shall be to evaluate rules and regulations governing Sick Bank Leave Policy. Committee members shall be appointed no later than September 15th of each year.
8. Effective with the ratification of the Agreement by the parties, the Sick Leave Bank accumulation will be limited to a maximum of one thousand two hundred (1200) days. At the end of each school year, any accumulated sick leave days of Sick Leave Bank members

in excess of the two hundred (200) day maximum as defined in A., 1, b. above, shall be credited to the Sick Leave Bank, provided that the Sick Leave Bank accumulation does not exceed the one thousand two hundred (1200) day maximum.

9. The Sick Leave Bank shall become renewable when the number of Sick Leave Bank days remaining reaches six hundred (600).
10. In the event the maximum number of Sick Leave Bank days is available, unit members who join the Sick Leave Bank shall lose two (2) sick days which shall not accumulate to the Sick Leave Bank nor require the matching of days by the District.

D. Business Leave

1. A maximum of three (3) days per year may be used for business reasons. Such leave may be taken in half-day segments. Should a full business day be requested and the unit member finds that he/she will only require a half day, he/she should, if possible, return to his/her building and will only be charged for a half day of business leave. In grades K-12, a half-day segment shall be one-half of the unit member's work day (3-1/2 hours). Unused business days will accumulate as additional sick leave at the end of each school year, subject to the limits contained in A. 1 of this Article.
2. Request for such absence will be submitted in writing at least two (2) days in advance, to the building principal except in cases of emergency when advance notice cannot be given. Requests for business leave that are not submitted to the building principal at least two (2) days prior to the day(s) of such leave will be denied except under emergency situations or extenuating circumstances that are to be explained to the building principal.
3. Unit members may not use business leave prior to or immediately following Thanksgiving, Christmas/Holiday Recess, Winter Recess, or Spring Recess without prior approval from the Superintendent of Schools. The Superintendent's decision shall be non-precedent setting, and shall not be subject to the grievance procedure.
4. The Superintendent of Schools will grant business leave if a request is submitted in writing at least two (2) days in advance. The intent of business leave is to allow unit members to take care of matters that cannot be taken care of after the regular school day.

The following are valid reasons for business leave:

- a. **Legal Matters:** house closing, income tax hearing, court appearance, probate proceedings, obtaining licenses.
- b. **Funerals:** attendance at funeral services of a person, nature of whose prior relationship to the unit member warrants such attendance.
- c. **Ceremonies:** graduation of unit member, spouse, or child; day of wedding; participation in religious ceremonies; honors and award ceremonies involving the unit member or immediate family.
- d. **Education:** required educational examinations; attending educational meetings not covered by professional conferences and meeting regulations; required parental visits by parents to college.

- e. **Religious Observance:** a unit member may use business days for religious holiday observances of his/her particular faith not covered in the regular school calendar.
 - f. **Family:** illness or condition of a family member that requires unit member to be in attendance, or any emergency situation at home.
 - g. **Extenuating Circumstances:** request for business leave for reasons not included in the above (a-f) may be submitted directly to the Superintendent of Schools. Approval of such requests shall be at the discretion of the Superintendent of Schools.
5. Unit members' requests for business leave for such reasons as extension of vacation, hunting, shopping, lack of transportation to school, honeymoon, and visiting relatives or friends will not be approved by the administration.

NOTE: Lack of transportation will not be approved except that should a unit member have car trouble on the way to school, and has made a bona fide effort to leave for school, the Superintendent of Schools shall, at his/her sole discretion, allow the unit member business leave without loss of pay, providing such unit member has not used the maximum number of business leave days allowed the unit member under Article 16, D-1.

E. Association Business

- 1. Seven (7) business days per year shall be provided to the Ichabod Crane Central School Teachers' Association President or a designee for Association business that must be taken care of during the regular school day. Request must be in writing at least two (2) days in advance and shall be submitted directly to the Superintendent of Schools.
 - a. Expenses for any of the seven (7) days shall not be paid by the School District.
 - b. Substitutes' costs shall be reimbursed to the District by the Teachers' Association.

F. Bereavement Leave

- 1. Each unit member shall be granted up to five (5) days per occurrence, non-cumulative without loss of pay, for absences due to death in the immediate family or the death of another individual who legally resided in the unit member's immediate residence.
 - a. Immediate family is defined as: spouse, parent, grandparent, brother, sister, child and corresponding members of spouse's family.
 - b. The Superintendent of Schools shall, at his/her discretion, have the authority to grant leave under this section due to death of a person who stood in "parentis loci" (place of parents) for the unit member during the deceased person's lifetime. The decision of the Superintendent of Schools shall in all cases be final.

G. Professional Leave

1. **One Day Meetings** - One (1) day leave of absence will be assigned to each building equal to the number of F.T.E. teaching staff in that building. One-third (1/3) of the F.T.E. teaching staff will be eligible for at least one (1) day leave of absence, on a first come - first served basis, without loss of pay, for the purpose of visiting other schools or attending meetings or conferences of an educational nature. The remaining one (1) day leave of absence will be assigned at the discretion of the building principal.
 - a. The granting of these days will be subject to the approval of the Superintendent of Schools. Scheduling will be done by the teacher's building principal.
 - b. An appropriate request form, obtained from the building principal, is to be submitted to the Superintendent of Schools at least ten (10) days prior to the meeting, or as soon as practicable.
 - c. One copy of the summary of the conference will be submitted to the building principal, the one copy forwarded to the Assistant Superintendent. Instead of the written summary, the teacher may present a report at an appropriate Wednesday staff meeting, and the agenda for the meeting would be forwarded to the Assistant Superintendent.
 - d. Actual expenses as defined in Article 30 (J) incurred by attendance at conferences shall be paid by the District. Prior approval by Superintendent of Schools or a representative shall be necessary for reimbursement of expenses beyond the defined amount.
2. **NYSUT Delegate** - One (1) delegate to NYSUT shall be granted three (3) days leave, without loss of pay, to attend the NYSUT Representative Assembly.
 - a. Expenses for this conference shall not be paid by the School District.
 - b. Request to attend this conference shall be made thirty (30) days before the conference.
3. **NYS Teachers' Retirement System** - One (1) elected delegate from the Teachers' Association shall be granted one (1) day's leave of absence, without loss of pay, to attend the New York State Teachers' Retirement System meeting.
 - a. Expenses for this meeting shall not be paid by the School District.
4. **Multiple Day Conferences** - Professional leaves involving more than one (1) day absence shall be available to teachers, without loss of pay, and may be granted to a teacher as indicated herein, to attend professional conferences involving appropriate subject areas:
 - a. **District-Wide Departments** - (Total of thirty (30) days per year)

-Up to thirty (30) days may be authorized by the Superintendent of Schools to the teachers in district-wide departments K-12.

- b. ***Middle School and High School*** (Total of thirty-three (33) days per year)
 - Up to fifteen (15) days may be authorized by the Superintendent of Schools to the teachers in the Middle School.
 - Up to eighteen (18) days may be authorized by the Superintendent of Schools to the teachers in the High School.
- c. ***Elementary Schools*** (Total of twelve (12) days per year)
 - Up to twelve (12) days may be authorized by the Superintendent of Schools for any Elementary School.
- d. Actual expenses as defined in Article 30 (J) incurred by attendance at conferences shall be paid by the District. Prior approval by Superintendent of Schools or a representative shall be necessary for reimbursement of expenses beyond the defined amount.
- e. One copy of a summary of the conference will be submitted to the building principal, and one copy forwarded to the assistant superintendent. Instead of the written summary, the teacher may present a report at an appropriate Wednesday staff meeting, and the agenda for the meeting would be forwarded to the assistant superintendent.
- f. The allocation of multiple conference days outlined in this section will remain in effect for the duration of the contract.

5. *Professional Development Committee*

- a. The Professional Development Committee will consist of six (6) members of the teachers' bargaining unit, representative of all levels (representing a majority of the committee) as selected by the Association, the Superintendent or Assistant Superintendent, two (2) individuals selected to represent the District, a parent and a representative of higher education when practicable. The Committee will oversee:
 - ♦ The District Professional Development Plan as outlined in the Commissioner's Regulations 100.2
 - ♦ The Annual Professional Performance Review Instrument and procedures for observation and evaluation of certified staff covered under the collective bargaining unit.

The President of the Association or his/her designee will notify the district of the Association's membership by September 30.

*There is separate agreement on establishment of sub-committee to oversee the District Mentoring Program.

- b. The Committee shall:
 - 1. in conjunction with the Assistant Superintendent's office, the Professional Development Committee will publicize to the unit members the professional development opportunities available.
 - 2. recommend a procedure and annual evaluation whereby the Association and the District may evaluate its annual conference needs. The Committee shall recommend a process whereby the District and the Association provide for a greater degree of flexibility and access for conference participants.
- c. Committee participants representing the Ichabod Crane Teachers' Association will be entitled to one (1) day of release time with pay. Committee meetings will be conducted at mutually agreeable times and location. This may be extended by mutual consent.

H. *Jury Duty*

- 1. Each unit member in the School District called for jury duty will not be financially penalized.

ARTICLE 17

EXTENDED LEAVE POLICY

A. *Child Rearing Leave*

An unpaid Child Rearing Leave shall be granted to a unit member after the birth of the child and ending at the commencement of a school year, unless the unpaid Child Rearing Leave becomes effective between July 1 and January 31, in which event the unit member may elect to return upon the commencement of the second semester of the same school year. An unpaid leave of absence for child rearing purposes may not exceed two (2) years from the effective date of such leave exclusive of the disability period. Requests for an extension of a leave will be granted only if the unit member will return in September of a school year.

A unit member who adopts a child becomes eligible to request unpaid Child Rearing Leave under the terms set forth above. A unit member who has entered an application for adoption shall notify the District as soon as possible regarding the status of the adoption application, estimated date of adoption, and intention to request Child Rearing Leave upon the arrival of the child in the household.

- 1. The unit member shall submit a written request to the Superintendent of Schools at least sixty (60) days prior to the commencement of the leave.
 - a. A unit member who plans to request a child rearing leave should verbally advise the Superintendent of Schools at his/her earliest convenience.
- 2. Child Rearing Leave may be shortened or extended upon mutual agreement.
- 3. A unit member who is on Child Rearing Leave may be employed as an itinerant substitute.
- 4. Notification of and request to return to his/her teaching duties shall be made by the unit member, in writing, to the Superintendent of Schools, at least one hundred and twenty (120) days prior to the intended date of return.

5. Upon return to regular employment in the School District, the unit member shall be placed upon the salary schedule for the year of service in which the unit member was at the time the leave was taken except that if the leave commenced at a time during the school year on or after February 1st, the unit member shall be placed on the salary schedule for the following year of service.

B. *Military Leave*

1. Military Leave will be granted to any unit member as provided by Section 242-245 of the Military Law, State of New York.
2. Upon return to regular employment in the School District, the unit member shall be placed upon the salary schedule for the year of service in which he/she was at the time the leave was taken except that if the leave commenced at a time during the school year on or after February 1st he/she shall be placed upon the salary schedule for the following year of service.
3. Unit members may participate in Military Leave at any time during the school year if such military training and participation cannot be arranged during periods when school is closed.

C. *Personal Leave*

1. A full year's leave of absence, without pay, may be granted to a unit member for personal reasons. This leave may, at the discretion of the Board, be extended for more than one (1) year without loss of tenure status or other accrued benefits.
2. A full year's leave of absence, without pay, shall be granted to a unit member to complete requirements for permanent certification.
3. A full year's leave of absence, without pay, shall be granted to complete graduate work for an advanced degree to:

One unit member in Grades K-5

One unit member in Grades 6-8

One unit member in Grades 9-12
4. The unit member will submit in writing, to the Board of Education, a request for the Personal Leave no later than March 1 of the year preceding that of the year requested for such leave except in extreme emergencies or extenuating circumstances.
5. Personal Leave shall be for the entire school year unless mutually agreed upon by the unit member and the Board of Education.
6. In the event any unit member who has been granted Personal Leave accepts permanent employment in education elsewhere, the leave will be terminated and the position declared vacant.

D. *Notification in Writing*

1. Unit members who have been granted a Military or Personal Leave shall notify the Superintendent of Schools, in writing, by March 1 preceding the termination of such leave and state whether said unit member will or will not return to teaching duties at the termination of the leave.
 - a. Lack of such written notification by March 1st will be interpreted as an indication by the unit member that said unit member will not return to his/her teaching responsibilities.
2. Upon return to regular employment in the School District, the unit member shall receive the salary commensurate with the step and level of salary schedule he/she would have achieved at the beginning of the year that the leave was taken.
3. Dates on which personnel on leave should notify the Board as to their intent to return to service shall be printed upon the approved leave form when returned to the unit member.
4. Unit members' requests for unpaid temporary leave will not be approved by the Superintendent of Schools, except as contained in Sections a, b, c, and d as listed below:
 - a. During the term of this agreement, the Superintendent of Schools may approve requests for unpaid temporary leave not exceeding five (5) days in length. Such leave will be considered on a case by case basis for extenuating circumstances only. The Superintendent may grant unpaid temporary leave not exceeding five (5) days in length, if the extenuating circumstance is beyond the control of the employee (e.g., the opportunity for leave was not planned or designed by the employee) and/or compelling (eg. humanitarian reasons, a once-in-a-lifetime opportunity, etc.) and not based upon the employee's personal convenience or personal preference (e.g., availability of flights, expense, etc.). The Superintendent of Schools' decision approving or disapproving the request for unpaid temporary leave shall be rendered within five (5) working days of the application's submission. Any grievances regarding this agreement will be limited to the equitable application of the procedures and provisions contained herein.
 - b. Employee requests for such leave shall be submitted to the Superintendent of Schools in writing at least thirty (30) days prior to the expected leave date.
 - c. If an unpaid temporary leave request is granted by the Superintendent of Schools, such leave shall not be deducted from the requesting unit member's remaining paid business leave.
 - d. Requests for unpaid temporary leave in excess of five (5) days require the PRIOR approval of the Board of Education.

ARTICLE 18

TEACHER FACILITIES

- A. All efforts shall be made within the existing building facilities and within practical budgetary limitations to have in each school:

1. Space in each classroom or teachers' workroom in which teachers may safely store instructional materials and supplies.
 2. A room or rooms including a work area and a faculty lounge area for the exclusive use by the staff.
 3. Well-lighted and clean staff restrooms separate from the student facilities.
- B.** A soft drink machine may be obtained, installed, operated and maintained by the Teachers' Association in the teachers' room in each of the schools in the District.

ARTICLE 19

CALENDAR

The Superintendent of Schools shall, after consideration of the Calendar Committee's recommendations, originate a school year calendar which is in accord with the New York State Education Law and submit it to the Board of Education for adoption. There shall be two (2) non-instructional, non-student contact days added to the schedule. The Professional Development Committee shall plan the agenda for one non-instructional, non-student contact day to be used for collaboration and/or program planning prior to the opening of school.

ARTICLE 20

CLASS SIZE

- A.** To the extent possible, within existing facilities and available staff, every effort shall be made to schedule and maintain a maximum student class size, as indicated below:

	Building/Subject	Enrollment Per Section
1.	Elementary School	30
2.	Middle School	30
	Study Halls	90
3.	High School	
	All Instruction (except as follows)	30
	Technology, Business Education and Consumer Economics	20
	Art	20
	Physical Education	40
	Study Halls	90
4.	No teacher of a subject area 7-12 will have an average teacher load in excess of one hundred and fifty (150) pupils.	
a.	In the exceptional case where this limit is exceeded, appropriate adjustments will be made in the teacher's total building assignment.	
5.	Children shall not be assigned to any classroom in larger numbers than the capacity of the teaching facilities available in that classroom.	

6. The building administrator may, at his/her discretion, and within the available manpower allocations, assign two (2) teachers to any study hall having more students than the number listed in A-2 and 3 above.
 7. Regents Skills classes in the High School shall not exceed twenty-five (25) students.
 8. No physical education teacher will have an average daily teaching load in excess of the guidelines A.1, 2, and 3.
 - a. In the exceptional case where this limit is exceeded appropriate adjustments will be made in the teacher's total building assignments.
- B.**
1. If the number of students in any class or the total average daily teacher load shall exceed the maximum numbers indicated in Section A of this article, a teacher may inquire of his/her immediate supervisor as to the reason, therefore.
 2. The situation will be corrected within the existing available resources and facilities.
 3. Band and Chorus meetings K-12 shall be counted as thirty (30) students even if the number vastly exceeds thirty (30) members. This section supersedes B. 1 and 2.
- C.** It shall be understood that when, because of scheduling or special difficulties, it becomes necessary occasionally to have a class larger than that listed in Section A.2 and 3 of this Article, the primary factor in determining a teacher overload will be the overall daily pupil teaching load as described in section A.4 of this Article.

ARTICLE 21

TEACHER LOAD

A. High School and Middle School

1. High School and Middle School teachers will be assigned:
 - a. No more than five (5) assigned instructional periods.
 - b. One (1) thirty (30) minute duty-free lunch period.
 - c. One (1) preparation period, the length of which is to be equal to a regular class period. Teachers shall not be assigned to any duty during this period.
2. A teacher may agree to accept a sixth (6th) instructional period in lieu of his/her supervisory assignment period.
 - a. A teacher may be required to take a sixth (6th) instructional period in lieu of his/her supervisory assignment period if there are not a sufficient number of teachers available to teach in that teacher's subject area.
 - b. To the extent possible, no teacher in his/her first year of teaching will be assigned a sixth (6th) instructional period.
 - c. The parties agree to create a committee to study the use of the sixth class and

procedures for assigning them. The committee shall be composed of two members from the high school and middle school (4 total) and one member from the negotiating team, all selected by the Association President, and equal representation from the administration.

3. Supervisory periods shall be distributed among all teachers in a school.
4. After-School Science Lab Program
 - a. Teachers with students subject to such lab requirements shall offer make-up labs to students who are absent during the regular school day. Such make-up labs shall be offered, absent extenuating circumstances, within one week of such absence.
 - b. Make-up periods will be 30 minutes in length. On an as needed basis, there may be up to two sessions each day for after-school lab make-ups.
 - c. Teachers will be remunerated as defined in Appendix D-3.
 - d. When possible, teachers will continue to provide opportunities for students to “make-up” labs during the regular school day.
 - e. Student attendance will be monitored in these make-up lab periods.
5. Music Coordination at Graduation
 - a. When graduation takes place on the last day of classes, the band director (or a music teacher) coordinating the music for graduation will receive three-and-one-half (3½) hours of flex time during the school day.
 - b. When graduation takes place after the school year, the band director (or music teacher) coordinating the music for graduation will receive three-and-one-half (3½) hours of flex time during the school year on a day mutually agreeable to the teacher and the building administrator(s).

B. *Elementary Schools*

1. Elementary School teachers shall have a thirty (30) minute duty-free lunch period.
2. Each teacher shall be given a minimum of 200 minutes preparation time each week, consisting of a minimum of 40 consecutive minutes per day daily preparation.

C. *Department Chair*

1. There may be a department chair in each subject area of the High School having three (3) or more teachers in said department.
 - a. A department chair may be appointed in a department that includes fewer than three (3) teachers when deemed necessary and advantageous by the High School Principal.

- b. The Superintendent of Schools shall, after consideration of the recommendations of the High School administration, recommend department chair to the Board of Education for annual appointment.

Department chair shall be assigned no less than the number of periods indicated below to carry out the duties and responsibilities of the position:

<i>Number of Teachers in a Department</i>	<i>Period Per Week</i>
2-4	1-2
5-6	3-4
7-8	4-6
9 or more	5-8

Note: Number of teachers in a department includes the department chair.

2. Department chair shall be compensated in accordance with schedule listed in Appendix D-3.

D. *Team Leaders*

1. Middle School team leaders may be appointed annually by the Board of Education upon the recommendation of the building principal and Superintendent of Schools.
2. If three (3) team leaders upon teacher request are appointed and share the responsibility, each teacher will receive one-third (1/3) of the two (2) salaries.
3. Compensation for this position shall be in accordance with schedule included in Appendix D-3.
4. Team leaders shall be teachers who have been appointed to tenure in the District. Non-tenured teachers may be appointed as temporary chair upon the discretion of the Superintendent of Schools.
5. The appointment of team leaders shall not be made if the building principal and Superintendent of Schools determine that there are no qualified candidates.

E. *Grade Level Chair*

1. Grade level chair, for each grade, may be appointed annually by the Board of Education upon the recommendation of the building principal and Superintendent of Schools.
2. Compensation for this position shall be in accordance with schedule included in Appendix D-3.
3. Grade level chair shall be teachers who have been appointed to tenure in the District. Non-tenured teachers may be appointed as temporary chair upon the discretion of the Superintendent of Schools.
4. The appointment of a grade level chair shall not be made if the building principal and

Superintendent of Schools determine that there are no qualified candidates.

F. *District-Wide Departments*

Department chair may be appointed on a district-wide basis in the following subject areas:

Music	Library Services
Art	English as a Second Language (ESOL)
Physical Education and Health	Guidance and Counseling
Technology, Business Education and Consumer Economics	Special Education
Languages other than English	

1. District-wide department chair shall be compensated in accordance with schedule listed in Appendix D-3.

G. *K - 5 and 6 - 8 Curriculum Liaisons*

1. The liaisons shall be for English Language Arts, Math, Science, and Social Studies, AIS (K-8)
2. Monthly meetings will be held on the fourth Wednesday of each month.
3. Liaisons shall receive release time equal to one day per month.
4. Curriculum Liaisons will be compensated as defined in Appendix D-3.

H. *Selection of Chair and Leaders*

The selection of department chair, grade level chair and team leaders will be completed no later than June 30.

I. *K through 12 Restructuring*

A committee will be formed under the auspices of the negotiation teams for the Association and the District for the purpose of investigating ways and means of reorganizing the positions listed in sections C., D., E., F., and G. and to include in its deliberations the role of the School Improvement Planning teams. The committee will consider and address the separation of management and instructional/curriculum issues, consider the rotation of professional personnel in these positions, conduct a survey of the staff in cooperation with the Superintendent of Schools and the Executive Committee of the Association regarding these positions, and determine additional agenda items which will be subject to the approval of the negotiation teams for the Association and the District. Any redefinition of job descriptions or the establishment of new positions will occur at the discretion of the Board.

J. Consultation Time Committee

The parties agree to create a committee to examine scheduling options to allow for consultation time between teachers/service providers and teaching assistants.

ARTICLE 22

HEALTH INSURANCE

A. Health Plans

1. The Board will provide the Blue Shield of Northeastern New York Secure Blue Preferred (PPO).
2. The Board will also provide a plan of health and major medical insurance selected by the District with the approval of the Ichabod Crane Central Teachers' Association with the following annual major medical and hospital Inpatient/Outpatient deductibles:

	MAJOR MEDICAL	HOSPITAL
Individual	\$100	\$100
Two-Person	\$200	\$200
Family	\$300	\$300

3. The Board will contribute ninety-one percent (91%) of the premium for the Blue Shield of Northeastern New York Secure Blue Preferred (PPO).

If an employee chooses to enroll in any other health plan offered by the Board, the employee shall pay one hundred percent of the difference over the Board's contribution to the PPO premium.

- a. Effective upon the signing of the Agreement, the Board's contribution shall be ninety percent (90%) of the base plan (PPO).
- b. The District may offer the PPO-A.
- c. Effective July 1, 2008, the drug card shall be a prescription drug carve out with a \$5/\$10/\$25 co-pay with no co-pay for mail order for a 90-day supply.
- d. Effective July 1, 2009, the drug card shall be a prescription drug carve out with a \$5/\$10/\$25 co-pay with one (1) co-pay for mail order for a 90-day supply.
- e. Effective July 1, 2010, the drug card shall be a prescription drug carve out with a \$5/\$10/\$25 co-pay with two (2) co-pays for mail order for a 90-day supply.

Prospective employees who are hired after July 1, 2008, in order to be eligible for full health benefits, a bargaining unit member must work at least .5 FTE. Any unit member working less than .5 FTE will be eligible for half of the health benefits.

- B.** The coverage for retirees and dependents is 100% Individual, 50% Family for the PPO plan. Effective July 1, 2004, coverage for new retirees shall be 97% Individual, 50% Family for the PPO plan. Effective July 1, 2005, coverage for new retirees shall be 93% Individual, 50% Family for the

PPO plan. Effective July 1, 2006, coverage for new retirees shall be 91% Individual, 50% Family for the PPO plan. Effective upon the signing of the Agreement, coverage for new retirees shall be ninety percent (90%) individual, fifty percent (50%) family for the PPO plan. If a retiree chooses to enroll in any other plan offered by the Board, the retiree shall pay 100% of the premium over the Board's contribution to the PPO plan. A unit member retiring from service at Ichabod Crane is eligible for this paid health insurance benefit if he/she is eligible to retire pursuant to the rules and regulations of the New York Teacher Retirement System and has completed at least ten (10) years of continuous service in the Ichabod Crane Central School District immediately preceding such retirement. Retirees and dependents will be eligible to join the Plans set forth in A1 and A2. A surviving spouse of a retired employee may maintain insurance coverage with the surviving spouse paying the entire plan cost.

- C. The plan of health and major medical insurance that is acquired in accordance with section A2 of this article will include a lifetime maximum for health insurance coverage per covered individual from \$250,000 to \$1,000,000, the additional premium for which will be contributed by the Board in accordance with Section C of this article.
- D. ICTA will administer the Benefit Trust. Effective July 1, 2007, the District shall contribute \$400.00 for each unit member. Effective July 1, 2008, the contribution shall be equal to \$475.00 for each unit member. Effective July 1, 2009, the contribution shall be equal to \$550.00 for each unit member. Effective July 1, 2010, the contribution shall be equal to \$625.00 for each unit member.
- E. In the event the Board of Education enters into an agreement with a Health Maintenance Organization ('HMO') to offer health services to District personnel, individual unit members shall have the option of enrolling in the HMO and discontinuing participation in the Plan in effect on June 30, 1987. The District's contribution toward the cost of such coverage shall not exceed the contribution otherwise made on account of such unit member under Article 22 hereinabove.
- F. For those employees who enroll in the health plan provided in A2 above, the District shall offer individual and family coverage under a prescription drug plan selected by the District with the approval of the Ichabod Crane Teachers' Association. Premium contribution will be as outlined in Section A3. Retirees who are eligible for health insurance benefits as contained in Section A2 of this article may elect to participate in the district-sponsored Prescription Drug program at the retirees' expense. The prescription drug co-pay shall be six dollars (\$6.00). The zero dollar (\$0.00) for mail order prescription drugs shall continue unchanged.
- G. During the term of this Agreement, the Board of Education will continue to pay the percentages of premiums set forth hereinabove for the health and prescription drug coverage provided under agreements with Empire Blue Cross/Blue Shield and Blue Shield of Northeastern New York except that the District shall have the right to select its plan administrator or self-insure, with the prior approval of the Association.
- H. The Board agrees to implement an IRS 125 Plan for unreimbursed health, child and elder care expenditures and health premium contributions.
- I. When both spouses are employed by the District and eligible for health insurance coverage, they will have the option of one family plan, one two-person plan (if offered), or two individual plans. Employees who receive dual health coverage as of February 7, 2000, may continue to do so.
- J. Effective July 1, 2004, when a unit member has health insurance coverage through a plan other than

one offered by the Board, (coverage under another's plan) the unit member may choose to decline coverage and receive payment for the unused benefit according to the following schedule:

Unused Family Plan	\$2,000.00
Unused Two-Person Plan	\$1,500.00
Unused Individual Plan	\$1,000.00

It is agreed between the parties that when both spouses are employed by the District and eligible for health coverage, the unit member who declines coverage shall receive the benefit according to the provisions of the contract contained in Article 22 (I) and (J).

The unit member must decline coverage prior to the beginning of any school year, and will be paid at the end of the school year in which coverage is declined.

- K. Medicare Reimbursement.** Active members who retire on or prior to June 30, 2012 and become Medicare Part B eligible, the District will reimburse the retired unit member for the Medicare Part B premium in the amount of \$93.50 per month, plus 50% of future increases in the Part B premium with a cap on District contributions of \$150 per month. This shall apply to the retired member only.

ARTICLE 23

EMPLOYEE ASSISTANCE PROGRAM (EAP)

An Employee Assistance Program Committee shall be established and consist of unit representatives selected by the Teachers' Association.

The Committee will continue to evaluate the effectiveness of the services provided to unit members by the Employee Assistance Program (EAP) as purchased by the District and report its findings to the Superintendent of Schools.

The Committee will convene to review the periodic reports received from the EAP and as requested by the Superintendent or the Teachers' Association. The Committee's recommendations to the Superintendent shall be advisory.

The changes in format for reporting data to the District regarding EAP usage shall continue as previously agreed to for the purpose of enhancing confidentiality.

ARTICLE 24

SUBSTITUTE TEACHERS

- A.** The Superintendent of Schools shall employ a substitute when a regular teacher is absent unless he/she is unable to do so. In that event, the Superintendent of Schools or his/her designee may assign a teacher to cover the class of the absent teacher. The Superintendent of Schools or his/her designee will first attempt to assign an available teacher from a list of volunteers for this duty to be supplied by the Association to the Superintendent of Schools by the end of the first full week of school in September of each school year. In the event that there are an insufficient number of volunteers, the Superintendent of Schools or his/her designee may assign a teacher to involuntarily cover the class of an absent teacher. Such assignment shall be made on a random or rotating basis. In the event the assigned teacher loses a preparation period that day as a result of such assignment, he/she shall be compensated in the amount of \$25.00 (effective July 1, 2008, \$35.00; effective July 1, 2010, \$40.00).

Part-time teachers will be compensated in the same amounts when covering the class for an absent teacher.

B. *Permanent Substitutes*

Permanent substitute teachers, upon accepting a full-time unencumbered position at Ichabod Crane Central School, in the same tenure area in which he/she has been employed shall receive up to a two (2) years seniority credit for this prior continuous permanent substitute service at Ichabod Crane Central School for the purpose of layoff, recall or tenure.

C. *Part-Time Teachers*

Part-time teachers upon accepting a full-time unencumbered position at Ichabod Crane Central School in the same tenure area in which he/she has been employed while at Ichabod Crane Central School shall receive pro rata seniority for time served in this tenure area, for the purposes of layoff and recall but not for tenure. Part-Time Teachers shall have a ratio of instruction periods to supervisory periods equal to that of full-time teachers.

ARTICLE 25

TEACHER ASSOCIATION RIGHTS

- A.** For the duration of this agreement, the Board of Education shall grant to the Teachers' Association the use of the school buildings and facilities for the purpose of holding its regular meetings, scholarship fund raising activities and social functions regularly held by the Association provided that such activities do not interfere with the normal operation of the schools and do not violate rules and regulations of the School District.
- B.** Time and place of such activities and use of school facilities shall be arranged through the building principal.
- C.** Bulletin board space shall be provided for Association use in all faculty rooms that are used exclusively by the staff.
- D.** The President of the Ichabod Crane Teachers' Association will be allowed to use up to ten (10) days (one day per month) per school calendar year for the purpose of conducting Association Business.

ARTICLE 26

PAYROLL DEDUCTIONS

A. *Teachers' Association*

- 1. The Board of Education of the Ichabod Crane Central School District agrees to deduct from the salaries of its employees dues as determined by the Ichabod Crane Central School Teachers' Association as said teachers individually and voluntarily authorize the Board to deduct and transmit the monies promptly to such Association.
 - a. This authority shall be continuous while employed in this School District or until withdrawn by written notice.
 - b. The Teachers' Association shall certify, in writing to the Board of Education, the current rate of membership dues. The Board, upon notification of a change of dues

by the Teachers' Association, shall reflect said change of deductions no later than thirty (30) days after such notification.

- c. Payroll deduction for dues shall be made in ten (10) consecutive, equal installments beginning in the last payroll period in October.
- d. An employee may withdraw the authorization at any time by written notice received by the Board of Education at least two (2) weeks prior to the effective payroll period.

2. ***Vote/Cope***

The District agrees to provide a Vote/Cope payroll deduction in ten (10) consecutive, equal installments beginning in the last payroll period in October. Installments must be in even dollar increments.

B. *Tax Sheltered Annuities*

- 1. The Board of Education agrees to provide payroll deductions for tax sheltered annuity programs elected by teachers in the District and to transmit the monies to the companies indicated by the teachers. The parties agree to discuss changes to the 403(b) Plan.
- 2. Employees who have existing 403(b) plan arrangements with the companies listed below may continue to make contributions during the term of their employment with the District. No employees may elect new 403(b) plan arrangements with these companies after September 1, 2000.

Diversified Investment Advisors
Keystone Investments
Presidential Life Insurance Companies
Prudential Insurance Company
Prudential Mutual Funds
Vanguard

- 3. The District will add a new company to the current list of 403(b) plan providers only if applications are received from at least three employees and the company completes an approved service provider agreement with the District.
- 4. If the total number of companies in the District's 403(b) plan reaches 25, the Association and the District will meet in labor management to discuss revised procedures for the 403(b) plan.

C. *Special September Payroll*

- 1. Occasionally, the annual teacher payroll calendar does not provide two (2) payrolls in the month of September, or the first payroll occurs after September 15th. If this situation should arise, the Superintendent may designate, at his/her discretion, an additional special September payroll, which payroll distribution will be in addition to the regular 21/25 equal bi-weekly pay schedule. If such a special payroll is designated, each teacher's pay will be equal to 1/200 of the current year's Step 1, Bachelor's level, times ten (10) days, rounded to the nearest \$100, times that teacher's F.T.E. Teaching Assistants will be paid half (.5) this

amount. The value of the special September payroll will then be subtracted from each teacher's annual salary. The remaining annual salary will be divided by 21/25, such amount to be disbursed according to the payroll calendar for that year.

Example: For a full time teacher in 1990-1991

Annual Pay	\$24,150.00
Special Payroll	<u>\$ 1,200.00</u>
Balance Owed	\$22,950.00
Regular Pay at 21	\$1,092.86
Regular Pay at 25	\$ 918.00

- D.** Teachers shall be required to elect whether to have their annual salary divided into either 21 or 25 paychecks. If no written election is submitted to the business office by June 1st the previous year's election will remain in effect.

ARTICLE 27

MISCELLANEOUS PROVISIONS

- A.** This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the mutual consent of the parties in a written and signed amendment to this Agreement.
- B.** This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- C.** Any individual arrangement, agreement, or contract between the Board and an individual teacher, heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement.
- D.** If any provision of this Agreement or any application of the Agreement to any teacher or group of teachers shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions of applications shall continue to be in full force and effect.
- E.** Copies of this Agreement shall be printed and distributed to all teachers as soon as possible after final adoption by both parties. New teachers shall receive a copy of this Agreement upon notification of appointment to their teaching position.

ARTICLE 28

LEGISLATIVE ACTION

- A.** Agreements between public employers and employees organizations:

"IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL"

ARTICLE 29

TEACHERS DUTIES AND RESPONSIBILITIES

A. *Pre-School Meetings*

1. All teachers who begin initial employment at Ichabod Crane Central School District may be required to attend a two (2) day "New Faculty" Workshop prior to Labor Day consisting of five (5) hours on each day.
2. Department chair, grade level chair, team leader, and curriculum liaisons, if available, or a member of their department, who will have new teachers in their department shall actively participate in the pre-school "New Faculty" Workshop. Involvement in the workshop is not to exceed four (4) hours.

B. *Teachers' Association*

1. The Teachers' Association shall designate an official representative of their Association who has been given the authority to act in an advisory capacity in matters involving the Board of Education which at times and because of the nature of immediacy, must be resolved when school is not in session and Association membership cannot be brought together as a body.
2. Such official representative does not have the authority to determine Association policy, but shall nevertheless have the responsibility to seek a final determination of the Teachers' Association on such emergency situations.

C. *Lesson Plans*

1. All teachers are to present lesson plans to the building principal or their department or grade level chair or team leader at such times as directed by the building principal. Such plans are to be prepared and completed in a manner that is acceptable to the building principal.

D. *Teachers' Reports*

1. Teachers are to submit all reports and other information as requested by administrative personnel on or before the date due.

E. *Hall Supervision*

1. All teachers, except those teachers who have a teaching assignment or supervisory duty in another room during the next class period, shall supervise student traffic between class periods, by taking up a position in the hall immediately outside their classroom door.

F. *Excuses*

1. All homeroom teachers shall have the responsibility of collecting from the students in their homeroom, parental excuses for tardiness and/or absence from school.

ARTICLE 30 TEACHER REMUNERATION AND REMUNERATION FOR CREDIT HOURS

A1. The teachers' salary schedules, with the designated effective dates, are attached hereto and designated Appendix A-1 (2007-08), Appendix A-2 (2008-09), Appendix A-3 (2009-10), and Appendix A-4 (2010-11).

A2. The Teaching Assistant salary schedule is annexed hereto as Appendix A-5.

B. *Extra Credit Hours*

1. Unit members shall receive remuneration for all graduate credit hours taken after the award of the Bachelor's Degree.
 - a. Each teacher who successfully completes six graduate credit hours receives additional compensation based on the salary schedule in effect for the school year.
 - b. Payment to unit members for graduate credit hours beyond the Bachelor's Degree shall be limited to a total sixty (60) hours.
 - c. Prior approval of all graduate courses taken beyond the Bachelor's degree +30 level must be obtained from the Board of Education which shall act after consideration of the recommendation of the Superintendent of Schools or Assistant Superintendent of Schools. Should the Superintendent of Schools or the Assistant Superintendent of Schools have questions regarding the appropriateness of a particular course the Graduate Studies Committee shall meet and make their recommendation to the Board. This committee shall include three (3) unit members, three (3) Board members and the Superintendent of Schools and shall meet in September, January and June. Requests from unit members shall be made to the Superintendent of Schools for prior approval of all graduate courses beyond BS+ 30 by either September 10th, January 10th, or June 10th according to when the course is to be taken. Applications received after the meeting date will not be considered until the next scheduled date and shall not receive retroactive approval except in extenuating circumstances. **(PLEASE NOTE that this section of the contract does not reflect currently accepted practice. This section will be considered for deletion and/or correction in a successor agreement. Policy #9280 Professional Staff Development and #9280-R Professional Staff Development Regulation will reflect the currently accepted practice in accordance with Board's annual authorization of the Superintendent to approve courses for payment.)**
2. Unit members seeking remuneration for undergraduate courses taken as in-service credit or in-service courses should refer to their teacher handbooks and refer to Board Policy, **#9280, 9280-R In-service Course Credit**. Timely compensation for completed credit work requires that the Central Office receive transcripts for course work completed in the Fall semester on or before June 1st of that school year. Transcripts for the Spring and/or Summer semesters must be received on or before December 1st of the same year.

C. *Master's Degree*

All unit members with a Master's Degree from an accredited college or university shall receive a differential as incorporated in Appendices A-1 to A-4.

D. *All Department Chairs*

All Department Chairs shall receive compensation as defined in Appendix D-3

E. *Team Leaders*

Team leaders in the Middle School shall receive compensation as defined in Appendix D-3 (excluding the team leader).

F. *Grade Level Chair*

Grade level chair shall receive compensation as defined in Appendix D-3.

G. *Curriculum Liaisons*

Curriculum Liaisons shall receive compensation as defined in Appendix D-3.

H. *Supervision or Instruction*

Teachers assigned to supervision or instruction shall receive compensation as defined in Appendix D-3.

I. *Travel Reimbursement*

Teachers who are assigned to more than one school within the District shall be reimbursed at the rate established by the Board of Education at their annual organizational meeting.

J. *Conference Reimbursement*

Actual expenses up to a maximum of \$150 per day effective July 1, 2007; \$225 per day, effective July 1, 2008 - \$235 per day, effective July 1, 2009; \$250 per day effective July 1, 2010 incurred by attendance at conferences shall be paid by the District. Prior approval by the Superintendent or designee shall be necessary for reimbursement of expenses beyond the maximum as herein stated.

K. *Guidance Counselors Additional Work Day Reimbursement*

Guidance Counselors who work any additional days beyond the last working day for teachers in June of each school year shall be paid 1/200th of salary for each additional day worked between said date and June 30th. The days of summer employment will be mutually agreed to by the principal and the counselor and will not exceed 20 days.

L. *Teacher In-Charge Stipend*

Each Teacher-in-Charge shall receive an annual stipend. See Appendix D-3.

Additional monies shall be paid to the Teacher-In-Charge for each half day or greater that the building administrator is absent from the school district or the Teacher-In-Charge is directed to assume the duties of the position. See Appendix D-3.

The position of Teacher-in-Charge may be filled annually in accordance with Board Policy.

In schools having a principal and an assistant principal, the Teacher-in-Charge will usually assume responsibilities only when both are absent or is directed by the building administrator and/or Superintendent of Schools. The Superintendent or his/her designee may make a reasonable effort to notify the Teacher-in-Charge as soon as possible that he/she will be expected to assume the duties of Teacher-in-Charge. The Teacher-in-Charge shall not be expected to assume the duties until such notice is given.

When the Teacher-in-Charge assumes the responsibilities of the position for a full school day, a substitute teacher may be employed to assume the duties of the absent teacher. For assignments that are less than one (1) school day, a substitute teacher may be employed at the discretion of the principal.

M. *Other Stipends.*

See Appendix D-3

Effective and retroactive to July 1, 2007, there shall be a National Board Certification stipend as defined in Appendix D-3.

N. *Curriculum Writing, Instructional Policy Development and Teacher Education Program*

The Association and the Board of Education agree to remunerate teachers who participate in curriculum writing as defined in Appendix D-3.

O. *Payment for in service preparation and/or planning*

1. It shall be the prerogative of the District to select the persons or firms to provide in-service training to unit members.
2. In the event the District chooses a unit member to provide in-service training during hours outside the contractual workday, the member shall be paid an hourly rate of \$40.00, prorated to the closest fifteen-minute interval.

ARTICLE 31

REMUNERATION INTERSCHOLASTIC SPORTS

A. Interscholastic Athletics: Coaches shall be paid in accordance with the attached Appendix D-1.

B. Coaches who are Ichabod Crane Central School staff members and are appointed for the 1990-1991 school year shall receive credit for prior athletic coaching experience for in-district or out-of-district service. Service must be in the same sport (men's or women's) or a combination of both as per side letter dated June 8, 1990. Prior athletic coaching experience shall be limited to:

1. High School Interscholastic Athletics (Varsity, Junior Varsity, Modified)
2. Intercollegiate Athletics
3. Prior credit shall be applied at the rate of:
 - a. One (1) year of credit for one (1) year's coaching experience at the Interscholastic Varsity and/or Intercollegiate level.

- b. One (1) year of credit for each two (2) years of coaching experience at the Interscholastic Junior Varsity and/or Modified level.
 - c. Coaching experience need not be continuous.
- C. Coaches who are Ichabod Crane Central School staff members and are appointed after October 1, 1990 and are not included in side letter dated June 8, 1990 shall receive credit for prior athletic coaching experience for in-district or out-of-district service. Service must be in the same sport (men's or women's) or a combination of both. Prior athletic experience shall be limited to:
 - 1. High School Interscholastic Athletics (Varsity, Junior Varsity, Modified)
 - 2. Intercollegiate Athletics
 - 3. Prior credit shall be applied at the rate of:
 - a. One (1) year credit for one (1) year's coaching experience in the Ichabod Crane Central School District; thereafter:
 - b. One (1) year credit for one (1) year's coaching experience, up to a maximum of eight (8) credits for coaching experience outside the Ichabod Crane Central School District
- D. It shall be the coach's responsibility to supply information regarding prior service experience to the District. Acceptable verification may include but not be limited to a letter from the district/college where the coaching activity occurred. The coach will have ninety (90) days from the date of appointment by the Board to supply this information. Verification must be supplied for each sport.

 If verification is not received within the ninety (90) day limitation, all rights to claim prior service credit shall be deemed waived and the coach will be placed at the entry level step.

 Future step movement shall be based upon Section E below.
- E. Coaches shall advance one (1) step based upon years of in-district coaching experience at the Varsity, Junior Varsity, Modified (men's or women's) level in each sport. Experience need not be continuous:

Entry	01-04 years
Step 1	05-09 years
Step 2	10-14 years
Step 3	15-19 years
Step 4	20-24 years
Step 5	25+ years
- F. Non-Ichabod Crane Central School staff members shall be placed at the entry level for the appropriate sport and shall advance on the salary schedule pursuant to Section E above.
- G. The Interscholastic Sports Evaluation Committee's decision will remain intact for the duration of this contract. However, in individual situations with extenuating circumstances, an administrator or the involved advisor may seek re-evaluation in June of any school year. The Committee will determine whether or not it will re-evaluate the stipend either upward or downward; its decision will be final.

- H.** The parties agreed that the initial placement on Interscholastic Salary Schedule (Appendix D attached herein) shall be based upon information supplied by each individual coach in response to a survey conducted during the negotiations for a successor agreement dated July 1, 1987 - June 30, 1990.

Credit for prior service shall be as follows:

Name	Credit	Step
------	--------	------

Step placement shall be subject to review and verification of prior service and experience at the Board's discretion.

ARTICLE 32

REMUNERATION EXTRACLASS ACTIVITIES

A. *Extra class Activities*

1. See Appendix D-2.
2. The dispersal of the money will be determined by the Extraclass Evaluation Committee composed of:
 - Two (2) Board Members
 - Two (2) Association Members
 - One (1) Administrator

This will occur at the beginning of each new contract year.

3. The Extraclass Evaluation Committee's decision will remain intact for the duration of this contract. However, in individual situations with extenuating circumstances, an administrator or the involved advisor may seek reevaluation in June of any school year. The Committee will determine whether or not it will re-evaluate the stipend either upward or downward; its decision will be final.

B. *Chaperoning*

1. Teachers in the High School and the Middle School will be assigned to chaperoning assignments.
 - a. Teachers may arrange to have another teacher take his/her chaperoning duty.
 - b. Remuneration shall be paid as defined in Appendix D-3:
2. The procedures for assigning chaperones shall be as follows:
 - a. The District shall post an event that requires chaperones no less than four (4) weeks prior to the event. If the event to be chaperoned is scheduled so that four (4) weeks prior notice is not possible, the event will be posted as soon as possible thereafter.
 - b. If there is an insufficient number of volunteers, chaperones will be assigned using a lottery system. The lottery will affect only those teachers who are assigned to the building in which the event is scheduled to occur or whose students are participating in the activity. Teachers who have already volunteered to chaperone will not be included in the lottery.

In the event a teacher who is assigned to chaperone duty is not able to fulfill the responsibilities of such duty, that teacher will be responsible for providing their own substitute and informing the building principal.

C. Payment for Extra Class Services

Extra class services shall be paid for upon the completion of the services rather than at the end of a semester.

D. Music Event Remuneration

A coordinating teacher involved in music events (to be specified annually) will receive remuneration as defined in Appendix D-3 for each day a specified event is in progress for coordinating each specified event. Special event pay shall be distributed at the end of each school year. Other teachers chaperoning such events shall receive chaperone pay. (Total cost for coordinating teacher payment shall not exceed \$3,000 per fiscal year.

ARTICLE 33

TEACHING ASSISTANT

A. Teaching Assistants shall be paid in accordance with a Salary Schedule as shown in Appendix A-5.

B. Credit Hours

In each year of this agreement, in addition to their regular salary, teaching assistants will receive \$192, multiplied by each block of six (6) successfully completed district-sponsored in-service credit hours for which prior approval was or will be given. Teaching assistants will also be paid \$192 in each year of this agreement, in addition to their regular salary, upon successful completion of the six (6) undergraduate hours required to qualify for issuance of continuing certification as a teaching assistant.

C. Provisions Under Which They Are Not Covered:

Article 2	Article 13	Article 21
Article 4	Article 15	Article 24
Article 5 B,C,D,E	Article 16 G	Article 29 C,F
Article 10	Article 17 C	Article 30 A-1 to A-4
Article 11	Article 20	Article 30 B,C,D,E,F,G,K,L
Article 12		Article 31

D. Teaching Assistant Preparation Period for Certain Positions

The District agrees that the Teaching Assistants in certain positions described below will have a 40-minute preparation period. This preparation period is defined by the Position and not the person who is/was holding the position. The positions which shall have the preparation period are, High School Guidance, High School In-School Suspension, High School Freshman Seminar, Middle School In-School-Suspension, Primary Library, Elementary Library, and Enrichment Coordinator.

Teaching assistants in other areas should not expect a 40-minute preparation period, however, the District does agree that when a Teaching Assistant has something to take care of, they may leave the classroom if it is convenient for the Teacher.

ARTICLE 34

AGENCY FEE

The District shall deduct from the salaries of those members of the bargaining unit who are not members of the Association with the exception of extracurricular/interscholastic employees, a service fee (agency fee) equivalent to the total annual per capita dues paid by members of the Association.

The agency fee shall be deducted in the same manner as payroll deduction of dues and transmitted promptly to the Association unless the non-member has paid the total agency fee directly to the Association by the last workday in September as stipulated by the Association to the District.

Any bargaining unit member subject to the agency fee charge who is employed for less than a full school year shall pay a service fee equivalent to the prorated portion of the total annual per capita dues paid by members of the Association.

The Association hereby agrees that it will at all times hereafter indemnify and save harmless the District against any liability, loss, damage, cost or expense which it may incur or sustain by reason of any action, suit or proceeding which may be brought against the District by any other person, firm or corporation that may have been or may claim to have been damaged or injured in any way by reason of the foregoing agency fee provision in this contract. It is further agreed that in the event any action, suit or proceeding is brought against the District or any officer or employee for any liability arising out of the aforesaid agency fee provision, the said District or District officer or employee shall at once give notice in writing to the Association by mail addressed to the President of the Association. Upon the giving of such notice, the Association at its own expense shall defend any such action, suit or proceeding, and take all such steps as may be necessary or proper therein to prevent the obtaining of a judgment against the District or its officer or employee, and in the event that any such judgment is obtained against the District, prior to the making of any demand upon the District for payment, will pay such judgment in its entirety.

ARTICLE 35

DURATION OF AGREEMENT


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

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this 25th day of NOVEMBER, 2008.

KINDERHOOK CENTRAL SCHOOL DISTRICT




President, Board of Education




Superintendent of Schools

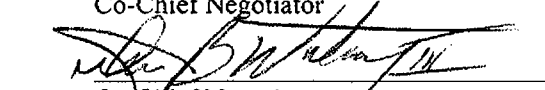
**ICHABOD CRANE
TEACHERS' ASSOCIATION**



President



Co-Chief Negotiator



Co-Chief Negotiator

2007-2008

Step	B1 BO	B2 BA	B3 BB	B4 BC	B5 BD	B6 BE	B7 BF	B8 BG	B9 BH	B10 BI	B11 BJ	M1 MO	M2 MA	M3 MB	M4 MC	M5 MD	M6 ME
1	38,279	38,514	38,750	38,988	39,223	39,459	39,697	39,931	40,167	40,405	40,640	40,444	40,680	40,917	41,153	41,388	42,516
2	38,894	39,129	39,366	39,603	39,839	40,073	40,311	40,547	40,784	41,020	41,256	41,060	41,295	41,532	41,769	42,005	43,134
3	39,509	39,746	39,980	40,217	40,454	40,690	40,926	41,162	41,400	41,635	41,872	41,676	41,911	42,148	42,382	42,619	43,749
4	40,124	40,360	40,596	40,834	41,068	41,305	41,543	41,778	42,014	42,251	42,487	42,289	42,527	42,762	42,999	43,233	44,364
5	41,289	41,526	41,762	42,002	42,239	42,476	42,714	42,953	43,189	43,428	43,666	43,468	43,705	43,941	44,180	44,417	45,554
6	42,216	42,456	42,692	42,931	43,168	43,404	43,643	43,881	44,117	44,355	44,595	44,396	44,634	44,872	45,109	45,345	46,482
7	43,145	43,384	43,620	43,858	44,096	44,356	44,571	44,808	45,047	45,284	45,521	45,324	45,562	45,799	46,037	46,275	47,410
8	44,073	44,311	44,550	44,787	45,024	45,262	45,501	45,737	45,975	46,212	46,450	46,253	46,489	46,727	46,967	47,203	48,338
9	45,846	46,088	46,328	46,566	46,807	47,048	47,290	47,530	47,769	48,011	48,252	48,050	48,292	48,532	48,772	49,011	50,161
10	47,098	47,339	47,580	47,819	48,060	48,301	48,542	48,782	49,024	49,263	49,502	49,304	49,543	49,783	50,025	50,266	51,414
11	48,352	48,592	48,834	49,073	49,313	49,553	49,794	50,035	50,275	50,516	50,755	50,556	50,797	51,036	51,278	51,517	52,666
12	49,917	50,158	50,397	50,639	50,879	51,118	51,358	51,600	51,840	52,082	52,322	52,123	52,363	52,601	52,842	53,083	54,232
13	51,482	51,723	51,963	52,203	52,444	52,684	52,925	53,166	53,405	53,647	53,887	53,686	53,928	54,169	54,406	54,648	55,798
14	53,048	53,289	53,531	53,768	54,009	54,250	54,491	54,731	54,972	55,212	55,453	55,252	55,493	55,733	55,973	56,214	57,362
15	54,613	54,853	55,095	55,334	55,575	55,816	56,057	56,297	56,537	56,777	57,019	56,818	57,059	57,298	57,539	57,779	58,929
16	56,179	56,421	56,660	56,900	57,139	57,381	57,622	57,863	58,104	58,342	58,584	58,383	58,623	58,864	59,105	59,346	60,494
17	59,300	59,546	59,790	60,037	60,281	60,527	60,772	61,016	61,263	61,507	61,751	61,548	61,791	62,037	62,283	62,528	63,700
18	61,408	61,653	61,897	62,141	62,387	62,633	62,877	63,122	63,369	63,613	63,860	63,655	63,899	64,144	64,389	64,635	65,806
19	64,023	64,270	64,514	64,758	65,006	65,250	65,495	65,740	65,985	66,231	66,475	66,271	66,517	66,762	67,006	67,252	68,423
20	64,307	64,554	64,798	65,042	65,290	65,534	65,778	66,024	66,269	66,514	66,759	66,555	66,800	67,044	67,290	67,535	68,706
21	64,591	64,837	65,081	65,326	65,573	65,818	66,062	66,307	66,553	66,798	67,042	66,838	67,084	67,328	67,573	67,819	68,990
22	69,809	70,055	70,299	70,544	70,791	71,036	71,280	71,525	71,771	72,016	72,260	72,056	72,302	72,547	72,792	73,384	74,208
23	70,376	70,622	70,867	71,111	71,359	71,603	71,847	72,092	72,338	72,583	72,829	72,624	72,869	73,114	73,359	73,951	74,775
24	72,702	72,948	73,193	73,437	73,685	73,929	74,172	74,417	74,663	74,908	75,154	74,949	75,194	75,439	75,685	75,930	77,101
25	73,269	73,516	73,760	74,004	74,252	74,495	74,739	74,985	75,230	75,475	75,721	75,516	75,761	76,007	76,252	76,497	77,668
26	76,361	76,615	76,865	77,115	77,369	77,619	77,869	78,121	78,372	78,624	78,875	78,665	78,917	79,169	79,421	79,672	80,873

2008-2009

Step	B1 BO	B2 BA	B3 BB	B4 BC	B5 BD	B6 BE	B7 BF	B8 BG	B9 BH	B10 BI	B11 BJ	M1 MO	M2 MA	M3 MB	M4 MC	M5 MD	M6 ME
1	39.389	39.631	39.874	40.118	40.361	40.603	40.848	41.089	41.332	41.576	41.819	41.617	41.860	42.104	42.346	42.589	43.749
2	40.022	40.263	40.508	40.752	40.994	41.236	41.480	41.723	41.967	42.210	42.452	42.251	42.492	42.737	42.980	43.223	44.384
3	40.655	40.899	41.139	41.384	41.627	41.870	42.113	42.356	42.600	42.843	43.086	42.884	43.127	43.370	43.612	43.855	45.018
4	41.287	41.531	41.773	42.018	42.259	42.503	42.748	42.990	43.232	43.476	43.720	43.515	43.760	44.002	44.246	44.487	45.651
5	42.486	42.731	42.973	43.220	43.464	43.708	43.952	44.198	44.442	44.687	44.932	44.729	44.972	45.216	45.461	45.705	46.875
6	43.440	43.687	43.930	44.176	44.419	44.663	44.909	45.153	45.397	45.641	45.888	45.684	45.928	46.173	46.417	46.660	47.830
7	44.396	44.642	44.885	45.130	45.375	45.642	45.864	46.107	46.353	46.597	46.841	46.639	46.883	47.127	47.373	47.617	48.785
8	45.351	45.596	45.841	46.086	46.330	46.574	46.821	47.063	47.308	47.553	47.797	47.594	47.837	48.082	48.329	48.572	49.740
9	47.176	47.424	47.671	47.917	48.165	48.412	48.661	48.908	49.155	49.403	49.651	49.444	49.692	49.939	50.186	50.433	51.615
10	48.464	48.712	48.960	49.205	49.454	49.702	49.950	50.196	50.445	50.692	50.938	50.733	50.980	51.227	51.476	51.723	52.905
11	49.754	50.002	50.250	50.496	50.743	50.990	51.238	51.486	51.733	51.981	52.227	52.022	52.270	52.516	52.765	53.011	54.194
12	51.364	51.612	51.859	52.108	52.354	52.600	52.848	53.097	53.343	53.592	53.839	53.635	53.881	54.127	54.375	54.622	55.805
13	52.975	53.223	53.470	53.717	53.965	54.212	54.459	54.708	54.954	55.203	55.449	55.243	55.492	55.740	55.984	56.233	57.416
14	54.586	54.834	55.083	55.328	55.575	55.823	56.071	56.319	56.566	56.813	57.061	56.854	57.102	57.349	57.597	57.844	59.025
15	56.197	56.444	56.692	56.939	57.187	57.435	57.682	57.929	58.177	58.424	58.672	58.466	58.714	58.959	59.207	59.455	60.638
16	57.808	58.057	58.303	58.550	58.796	59.045	59.293	59.541	59.789	60.034	60.283	60.077	60.323	60.571	60.819	61.067	62.248
17	61.020	61.273	61.524	61.778	62.029	62.282	62.534	62.785	63.039	63.291	63.542	63.332	63.583	63.836	64.090	64.342	65.548
18	63.188	63.440	63.692	63.943	64.196	64.450	64.700	64.952	65.207	65.458	65.712	65.501	65.752	66.004	66.256	66.509	67.714
19	65.880	66.134	66.385	66.636	66.891	67.142	67.394	67.646	67.898	68.151	68.403	68.193	68.446	68.698	68.950	69.203	70.408
20	66.172	66.426	66.677	66.928	67.183	67.434	67.685	67.938	68.190	68.442	68.695	68.485	68.737	68.989	69.242	69.494	70.699
21	66.465	66.718	66.969	67.221	67.475	67.727	67.978	68.230	68.483	68.735	68.987	68.776	69.029	69.281	69.533	69.786	70.991
22	71.834	72.087	72.338	72.590	72.844	73.096	73.347	73.599	73.852	74.104	74.356	74.145	74.398	74.650	74.903	75.152	76.360
23	72.417	72.670	72.922	73.173	73.429	73.679	73.930	74.182	74.435	74.687	74.941	74.730	74.982	75.234	75.487	76.096	76.944
24	74.810	75.063	75.315	75.566	75.821	76.072	76.323	76.575	76.828	77.080	77.334	77.123	77.375	77.627	77.880	78.132	79.337
25	75.394	75.648	75.899	76.150	76.405	76.656	76.907	77.160	77.412	77.664	77.917	77.706	77.958	78.211	78.463	78.715	79.920
26	79.251	79.511	79.769	80.026	80.288	80.545	80.802	81.062	81.320	81.579	81.838	81.622	81.881	82.139	82.399	82.657	83.893

2009-2010

Step	B1 BO	B2 BA	B3 BB	B4 BC	B5 BD	B6 BE	B7 BF	B8 BG	B9 BH	B10 BI	B11 BJ	M1 MO	M2 MA	M3 MB	M4 MC	M5 MD	M6 ME
1	40.571	40.820	41.070	41.322	41.572	41.821	42.073	42.322	42.572	42.824	43.073	42.865	43.116	43.367	43.617	43.866	45.062
2	41.223	41.471	41.723	41.974	42.224	42.473	42.724	42.974	43.226	43.476	43.726	43.518	43.767	44.019	44.270	44.520	45.716
3	41.875	42.126	42.373	42.625	42.876	43.126	43.377	43.626	43.878	44.128	44.379	44,171	44.420	44.671	44.920	45.171	46.368
4	42.526	42.777	43.027	43.279	43.527	43.778	44.030	44.280	44,529	44.780	45.031	44.821	45.073	45.322	45.573	45.822	47.020
5	43.761	44.013	44.262	44.516	44.768	45.019	45.271	45.524	45,775	46.028	46.280	46.070	46.321	46.572	46.825	47.076	48.281
6	44.743	44.997	45.248	45.501	45.752	46.003	46,256	46.508	46.759	47.011	47.265	47.054	47.306	47.558	47.810	48,060	49.265
7	45.728	45.981	46.232	46.484	46.736	47.012	47,240	47.490	47.743	47.995	48.246	48.038	48.290	48.541	48.794	49.046	50.249
8	46.712	46.964	47.217	47.469	47.719	47.971	48,226	48.475	48.727	48.979	49,231	49.022	49.272	49,524	49.779	50.029	51.232
9	48.591	48.847	49.101	49.354	49.609	49.865	50,121	50.375	50.629	50.886	51,141	50.927	51.183	51,437	51.691	51,946	53.164
10	49.918	50.173	50.429	50.682	50.938	51.193	51,448	51.702	51.959	52.213	52.466	52.255	52.509	52.764	53.020	53.275	54.492
11	51.246	51.502	51.758	52.011	52.265	52.519	52,776	53.031	53.285	53.540	53.794	53.583	53.838	54,092	54.348	54,601	55.819
12	52.905	53.161	53.415	53.671	53.925	54.178	54,433	54.690	54.944	55.200	55.454	55.244	55.498	55,751	56.006	56,261	57.479
13	54.564	54.819	55.075	55.329	55.584	55.838	56,093	56.349	56.602	56.859	57,113	56.900	57.156	57,412	57.664	57,920	59.138
14	56.224	56.479	56.736	56.987	57.243	57.498	57,753	58.008	58.263	58.518	58.773	58,560	58.815	59,069	59.325	59,580	60.796
15	57.883	58.137	58.393	58.647	58.903	59.158	59,413	59.667	59.922	60.176	60.433	60,220	60,475	60,728	60.983	61,239	62.457
16	59.543	59.799	60.052	60.306	60.560	60.817	61,072	61.327	61.582	61.835	62,091	61.879	62,133	62,388	62.643	62,899	64.116
17	62.851	63.111	63.370	63.631	63.890	64,151	64,410	64.669	64.930	65.190	65.448	65.232	65.491	65.752	66.012	66,272	67.514
18	65.084	65.344	65.603	65.862	66.122	66.383	66,641	66.901	67.163	67.421	67.683	67.466	67.724	67.984	68.244	68,504	69.745
19	67.856	68.118	68.377	68.635	68.898	69.156	69,416	69.676	69.935	70.196	70.455	70.238	70.499	70.759	71.018	71,279	72.520
20	68.157	68.419	68.678	68.936	69.199	69.457	69,716	69.977	70.236	70.496	70.756	70.539	70.799	71.058	71.319	71,579	72.820
21	68.458	68.719	68.978	69.237	69.499	69.758	70,017	70.276	70.537	70.797	71.056	70.839	71.100	71.359	71.619	71,880	73.121
22	73.989	74.250	74.508	74.768	75.029	75.289	75,547	75.807	76.068	76.327	76.587	76.370	76.630	76.890	77.151	77,778	78.651
23	74.590	74.850	75.110	75.369	75.631	75.890	76,148	76.408	76.669	76.928	77.189	76.972	77.231	77.491	77.751	78,379	79.252
24	77.055	77.315	77.575	77.833	78.096	78.355	78,613	78.873	79.133	79.393	79.654	79.436	79.696	79.956	80.216	80,476	81.717
25	77.656	77.917	78.176	78.434	78.697	78.956	79,214	79.475	79.734	79.994	80,254	80,037	80.297	80,558	80.817	81,077	82.318
26	82.353	82.622	82.887	83.152	83.421	83.686	83,951	84.218	84.485	84.752	85,018	84.795	85,063	85.329	85.596	85.862	87.135

2010-2011

Step	B1 BO	B2 BA	B3 BB	B4 BC	B5 BD	B6 BE	B7 BF	B8 BG	B9 BH	B10 BI	B11 BJ	M1 MO	M2 MA	M3 MB	M4 MC	M5 MD	M6 ME
1	41.828	42.086	42.343	42.603	42.860	43.118	43.378	43.634	43.892	44.151	44.409	44.194	44.453	44.711	44.969	45.226	46.459
2	42.501	42.757	43.017	43.275	43.533	43.789	44.049	44.306	44.566	44.824	45.081	44.868	45.124	45.384	45.642	45.900	47.133
3	43.173	43.432	43.687	43.947	44.205	44.463	44.721	44.979	45.239	45.496	45.755	45.540	45.797	46.056	46.312	46.571	47.806
4	43.844	44.103	44.360	44.620	44.877	45.135	45.395	45.652	45.910	46.168	46.427	46.210	46.470	46.727	46.986	47.242	48.478
5	45.117	45.377	45.634	45.896	46.156	46.415	46.674	46.935	47.194	47.455	47.715	47.499	47.757	48.016	48.277	48.535	49.778
6	46.130	46.392	46.651	46.912	47.170	47.429	47.690	47.950	48.208	48.468	48.730	48.513	48.773	49.032	49.292	49.550	50.792
7	47.146	47.406	47.665	47.925	48.185	48.469	48.704	48.963	49.224	49.483	49.742	49.527	49.787	50.045	50.306	50.566	51.806
8	48.160	48.420	48.680	48.940	49.199	49.459	49.721	49.978	50.238	50.497	50.757	50.541	50.800	51.060	51.322	51.580	52.821
9	50.097	50.361	50.623	50.884	51.147	51.411	51.675	51.937	52.199	52.463	52.726	52.506	52.770	53.032	53.294	53.556	54.812
10	51.466	51.729	51.992	52.253	52.517	52.780	53.043	53.305	53.569	53.831	54.092	53.875	54.137	54.399	54.663	54.927	56.181
11	52.835	53.098	53.362	53.623	53.885	54.147	54.412	54.675	54.937	55.200	55.462	55.244	55.507	55.769	56.033	56.294	57.550
12	54.545	54.808	55.070	55.335	55.597	55.858	56.121	56.385	56.647	56.911	57.173	56.956	57.218	57.479	57.742	58.005	59.261
13	56.256	56.519	56.782	57.044	57.307	57.569	57.832	58.096	58.357	58.621	58.883	58.664	58.928	59.191	59.451	59.715	60.971
14	57.967	58.230	58.494	58.754	59.017	59.280	59.543	59.807	60.070	60.332	60.595	60.375	60.639	60.901	61.164	61.427	62.681
15	59.677	59.939	60.203	60.465	60.729	60.992	61.255	61.517	61.780	62.042	62.306	62.087	62.350	62.611	62.874	63.137	64.393
16	61.389	61.653	61.914	62.176	62.438	62.702	62.965	63.228	63.491	63.752	64.016	63.797	64.059	64.322	64.585	64.848	66.103
17	64.799	65.068	65.334	65.604	65.870	66.139	66.407	66.673	66.943	67.211	67.477	67.255	67.521	67.790	68.059	68.326	69.607
18	67.102	67.369	67.637	67.903	68.172	68.441	68.707	68.975	69.245	69.511	69.781	69.557	69.824	70.092	70.359	70.628	71.907
19	69.960	70.230	70.496	70.763	71.034	71.300	71.568	71.836	72.103	72.372	72.639	72.416	72.684	72.952	73.220	73.488	74.768
20	70.270	70.540	70.807	71.073	71.344	71.611	71.877	72.146	72.413	72.681	72.950	72.726	72.994	73.261	73.530	73.798	75.077
21	70.581	70.849	71.116	71.383	71.653	71.921	72.187	72.455	72.724	72.991	73.259	73.035	73.304	73.572	73.839	74.108	75.388
22	76.283	76.551	76.818	77.085	77.355	77.623	77.889	78.157	78.426	78.693	78.961	78.737	79.006	79.274	79.542	80.189	81.089
23	76.902	77.171	77.438	77.705	77.976	78.242	78.509	78.777	79.045	79.313	79.582	79.358	79.625	79.893	80.162	80.808	81.709
24	79.443	79.712	79.980	80.246	80.517	80.784	81.050	81.318	81.586	81.854	82.123	81.899	82.167	82.434	82.703	82.971	84.250
25	80.063	80.333	80.599	80.866	81.137	81.403	81.670	81.938	82.206	82.474	82.742	82.519	82.786	83.055	83.323	83.590	84.870
26	85.656	85.933	86.206	86.479	86.757	87.030	87.304	87.579	87.854	88.129	88.403	88.174	88.449	<u>88.724</u>	88.999	89.274	90.586

Appendix A-5 Teaching Assistant Salary Schedule

2007-2008

Step	TA+6*	TA+12*
1	17,338	17,535
2	17,997	18,195
3	18,656	18,853
4	19,314	19,512
5	19,975	20,173
6	20,634	20,831
7	21,293	21,491
8	21,952	22,149
9	22,611	22,809
10	23,271	23,468

2008-2009

Step	TA+6*	TA+12*
1	17,840	18,044
2	18,519	18,722
3	19,197	19,400
4	19,874	20,078
5	20,554	20,758
6	21,232	21,435
7	21,911	22,114
8	22,588	22,792
9	23,267	23,470
10	23,946	24,149

2009-2010

Step	TA+6*	TA+12*
1	18,376	18,585
2	19,075	19,284
3	19,773	19,982
4	20,471	20,680
5	21,171	21,380
6	21,869	22,078
7	22,568	22,777
8	23,266	23,475
9	23,965	24,174
10	24,664	24,873

2010-2011

Step	TA+6*	TA+12*
1	18,945	19,161
2	19,666	19,882
3	20,386	20,602
4	21,105	21,321
5	21,827	22,043
6	22,547	22,763
7	23,268	23,483
8	23,987	24,203
9	24,708	24,924
10	25,429	25,645

* Salary Schedule includes the additional monies provided
in Article 33B up to 12 credits.

APPENDIX B-1

**ICHABOD CRANE CENTRAL SCHOOL
VALATIE, NEW YORK 12184**

***TEACHERS' ASSOCIATION
EMPLOYEE GRIEVANCE FORM***

ARTICLE III

EMPLOYEE'S NAME: _____

BUILDING: _____ GRADE OR SUBJECT: _____

DATE OF INFORMAL GRIEVANCE: _____

TO WHOM THE GRIEVANCE WAS SUBMITTED: _____

DATE OF BUILDING PRINCIPAL'S INFORMAL DECISION: _____

NATURE OF GRIEVANCE: _____

SETTLEMENT DESIRED: _____

Date

Employee's Signature

Date

For Teachers' Association

Note: Please complete four (4) copies: Distribute two (2) copies to Building Principal,
one copy to Teachers' Association, and retain one copy.

6/08

APPENDIX B-2

**ICHABOD CRANE CENTRAL SCHOOL
VALATIE, NEW YORK 12184**

***TEACHERS' ASSOCIATION
ADMINISTRATOR'S REPORT
INFORMAL GRIEVANCE***

ARTICLE III

NAME OF AGGRIEVED PERSON: _____

DATE OF INFORMAL GRIEVANCE: _____

BRIEF STATEMENT OF GRIEVANCE: _____

SETTLEMENT DESIRED: _____

DATE OF ADMINISTRATOR'S DECISION: _____

SUMMARY OF DECISION: _____

Date

Administrator

Complete two (2) copies: Keep one of file and send one to Central Administration office.

APPENDIX C

ICHABOD CRANE CENTRAL SCHOOL VALATIE, NEW YORK 12184-0137

MEMORANDA OF UNDERSTANDING/AGREEMENT

Any and all Memoranda of Understanding/Agreement are contractual agreements and will remain in effect on an annual basis from the date of signing until there is a request by the Teachers' Association or the District for withdrawal of such agreement(s) or upon expiration of the master contract, whichever occurs first.

The purpose of the Memoranda of Understanding/Agreement is to allow the Teachers' Association and the District to enter into experimental or temporary programs that provide both parties with the contractual guarantees that are necessary to instill a sense of confidence in the fact that the intended outcomes, as set forth in the agreements, will occur. These Memoranda of Understanding/Agreement give the District and the Teachers' Association the flexibility needed to make adjustments in worthwhile programs that require development but are not ready for inclusion in the master contract. These tentative agreements, supported by a procedure for withdrawal, are intended to avoid either party being locked into an unforeseen or undesirable result.

If, over a period of time, a Memorandum of Understanding/Agreement is mutually determined to be useful for long-term implementation, it may be proposed by either party for inclusion in the master contract. It is not intended that the master contract be supplanted by Memoranda of Understanding/Agreement.

The following procedure will be followed if either the Teachers' Association or the District wishes to withdraw from any or all Memoranda of Understanding/Agreement contained in this section of the contract:

1. No later than April 1st, a letter of intent must be filed by the party desiring unilateral withdrawal from the terms of a Memorandum of Understanding/Agreement to the other party. The effective date of such withdrawal will be no earlier than July 1st of that year.
2. No later than April 15th, the party receiving the letter of intent to unilaterally withdraw may request of the withdrawing party the reasons for withdrawal from the terms of the Memorandum of Understanding/Agreement. If no request for reasons is sent by the party receiving the notice of withdrawal, the withdrawal will be effective and binding on both parties no earlier than July 1st of that year.
3. If a letter requesting the reasons for withdrawal is sent to the withdrawing party, the withdrawing party will provide a list of reasons for the withdrawal to the Chief Executive Officer of the party requesting the reasons no later than May 1st.

4. If the party requesting discontinuation of the Memorandum of Understanding/Agreement does not withdraw or revise its notification of withdrawal by May 15th, the terms and conditions of the Memorandum of Understanding/Agreement will not continue in effect for the next school year commencing no earlier than July 1st.
5. The purpose of this procedure is to permit appropriate notification of unilateral withdrawal, while permitting dialogue on the Memorandum of Understanding/Agreement being considered for withdrawal.
6. Other memoranda may be added by mutual agreement and will be subject to the provisions contained in the paragraphs numbered 1-4.

Group D-1

Ichabod Crane Central School District

Interscholastic Sports Salary Schedule

2007-2008	Group A	Group B	Group C	Group D
1	3350	2845	2178	1675
2	3350	2845	2178	1675
3	3350	2845	2178	1675
4	3350	2845	2178	1675
5	3475	2974	2304	1801
6	3475	2974	2304	1801
7	3475	2974	2304	1801
8	3475	2974	2304	1801
9	3475	2974	2304	1801
10	3603	3100	2432	1928
11	3603	3100	2432	1928
12	3603	3100	2432	1928
13	3603	3100	2432	1928
14	3603	3100	2432	1928
15	3729	3226	2556	2055
16	3729	3226	2556	2055
17	3729	3226	2556	2055
18	3729	3226	2556	2055
19	3729	3226	2556	2055
20	3856	3353	2684	2182
21	3856	3353	2684	2182
22	3856	3353	2684	2182
23	3856	3353	2684	2182
24	3856	3353	2684	2182
25	4109	3606	2939	2435

2008-2009	Group A	Group B	Group C	Group D
1	3450	2930	2244	1725
2	3450	2930	2244	1725
3	3450	2930	2244	1725
4	3450	2930	2244	1725
5	3579	3063	2373	1856
6	3579	3063	2373	1856
7	3579	3063	2373	1856
8	3579	3063	2373	1856
9	3579	3063	2373	1856
10	3711	3193	2505	1986
11	3711	3193	2505	1986
12	3711	3193	2505	1986
13	3711	3193	2505	1986
14	3711	3193	2505	1986
15	3840	3323	2633	2116
16	3840	3323	2633	2116
17	3840	3323	2633	2116
18	3840	3323	2633	2116
19	3840	3323	2633	2116
20	3972	3453	2765	2247
21	3972	3453	2765	2247
22	3972	3453	2765	2247
23	3972	3453	2765	2247
24	3972	3453	2765	2247
25	4232	3714	3027	2508

Group D-1

Ichabod Crane Central School District

Interscholastic Sports Salary Schedule

2009-2010	Group A	Group B	Group C	Group D	2010-2011	Group A	Group B	Group C	Group D
1	3554	3018	2311	1777	1	3660	3109	2380	1830
2	3554	3018	2311	1777	2	3660	3109	2380	1830
3	3554	3018	2311	1777	3	3660	3109	2380	1830
4	3554	3018	2311	1777	4	3660	3109	2380	1830
5	3687	3155	2444	1911	5	3797	3249	2518	1969
6	3687	3155	2444	1911	6	3797	3249	2518	1969
7	3687	3155	2444	1911	7	3797	3249	2518	1969
8	3687	3155	2444	1911	8	3797	3249	2518	1969
9	3687	3155	2444	1911	9	3797	3249	2518	1969
10	3822	3289	2580	2046	10	3937	3388	2657	2107
11	3822	3289	2580	2046	11	3937	3388	2657	2107
12	3822	3289	2580	2046	12	3937	3388	2657	2107
13	3822	3289	2580	2046	13	3937	3388	2657	2107
14	3822	3289	2580	2046	14	3937	3388	2657	2107
15	3956	3422	2712	2180	15	4074	3525	2794	2245
16	3956	3422	2712	2180	16	4074	3525	2794	2245
17	3956	3422	2712	2180	17	4074	3525	2794	2245
18	3956	3422	2712	2180	18	4074	3525	2794	2245
19	3956	3422	2712	2180	19	4074	3525	2794	2245
20	4091	3557	2848	2314	20	4214	3664	2933	2384
21	4091	3557	2848	2314	21	4214	3664	2933	2384
22	4091	3557	2848	2314	22	4214	3664	2933	2384
23	4091	3557	2848	2314	23	4214	3664	2933	2384
24	4091	3557	2848	2314	24	4214	3664	2933	2384
25	4359	3826	3118	2583	25	4490	3940	3211	2661

Appendix D-2

Extra Class Stipends High School	2007-2008	2008-2009	2009-2010	2010-2011
Art Club	489	504	519	535
Central Treasurer	1964	2023	2084	2146
Cheerleading, Varsity	1457	1501	1546	1593
Cheerleading, JV	1234	1271	1309	1348
Color Guard	765	788	812	836
Crane Acting Troupe - Artistic	1025	1056	1087	1120
Crane Acting Troupe - Music	1025	1056	1087	1120
Crane Acting Troupe - Technical	1025	1056	1087	1120
Crane Acting Troupe - Production	1025	1056	1087	1120
French Club	489	504	519	535
Freshman Class Advisor	1025	1056	1087	1120
GAC	1298	1337	1377	1418
Habitat for Humanity	489	504	519	535
Honor Society	1025	1056	1087	1120
Junior Class Advisor	1298	1337	1377	1418
Kids of America - HS	258	265	273	281
Literary Magazine	765	788	812	836
Marching Band	1686	1737	1789	1842
Marching Band Summer Camp	1637	1686	1736	1788
Newspaper	1025	1056	1087	1120
Peer Mediation	489	504	519	535
Students Against Destructive Decisions	489	504	519	535
Students Against Violating Earth	765	788	812	836
Senior Class advisor	1686	1737	1789	1842
Ski Club - High School	1296	1335	1375	1416
Sophomore Class Advisor	1025	1056	1087	1120
Spanish Club	489	504	519	535
Spectrum	1025	1056	1087	1120
Stage Crew	765	788	812	836
Student Council	1298	1337	1377	1418
Varsity Club	765	788	812	836
Yearbook - Financial	1025	1056	1087	1120
Yearbook - Production	1686	1737	1789	1842

Appendix D-2**Extra Class Stipends****Middle School**

	2007-2008	2008-2009	2009-2010	2010-2011
MS Art Club	489	504	519	535
MS Treasurer	1025	1056	1087	1120
MS Newspaper	1025	1056	1087	1120
Junior SAVE	489	504	519	535
MS Peer Mediation	489	504	519	535
MS School Store	1025	1056	1087	1120
Select Band	765	788	812	836
Sing Swing MS	765	788	812	836
MS Student Council	1298	1337	1377	1418
MS Yearbook	1686	1737	1789	1842
MS Ski Club	1296	1335	1375	1416
MS Kids of America	258	265	273	281
MHG/MVB Extraclass Activities	765	788	812	836
Dance Club	515	530	546	563

Appendix D-3

Other Stipends and Rates for Service	2007-2008	2008-2009	2009-2010	2010-2011
After School Instruction (Hourly)	34.77	35.82	36.89	38.00
Detention Supervision (Hourly)	24.06	24.78	25.53	26.29
Homework Center (Hourly)	24.06	24.78	25.53	26.29
After School Supervision (Hourly)	24.06	24.78	25.53	26.29
Tutoring (Hourly)	24.06	24.78	25.53	26.29
Athletic Supervision (Hourly)	24.06	24.78	25.53	26.29
Intramurals (Hourly)	35.67	36.74	37.84	38.98
Proctoring Rate (Hourly)	17.51	18.04	18.58	19.13
Chaperoning (per event)	36.05	37.13	38.25	39.39
 Odyssey of the Mind Annual Stipend	 489	 504	 519	 535
 Curriculum Liaison Stipend - K-5, 6-8	 2060	 2122	 2185	 2251
Teacher In Charge Annual Stipend	464	477	492	506
Teacher In Charge Per Diem	57.97	59.71	61.50	63.34
 Mentor Teacher Annual Stipend	 412	 424	 437	 450
Mentor Teacher Per Mentee	206	212	219	225
 National Board Certification	 1500	 1545	 1591	 1639
 Department Chairs (Base)	 839	 865	 891	 917
Department Chairs (Each Teacher)	98	101	104	107
Team Leaders (Base)	839	865	891	917
Team Leaders (Each Teacher)	98	101	104	107
Grade Level Chair (Base)	839	865	891	917
Grade Level Chair (Each Teacher)	98	101	104	107
K-5, 6-8 Curriculum Liaisons	2060	2122	2185	2251
Curriculum Writing (Hourly)	17.51	18.04	18.58	19.13
 Conference Reimbursement (per day)	 150	 225	 235	 245
 After School Science Lab (Hourly)	 34.77	 35.82	 36.89	 38.00
 Music Event Remuneration (per day)	 66.95	 68.96	 71.03	 73.16

APPENDIX E

TEACHER EVALUATION FORMS

(Attached)

TEACHER OBSERVATION – FORM A

TEACHER:

Date:

School:

Subject/Grade:

Time: From:

To:

PERMANENT SUB ☐

PROBATIONARY STATUS: ☐ ☐ ☐

TENURE ☐

1 2 3

OBSERVER AND TITLE:

DATE OF PRE-OBSERVATION CONFERENCE:

TYPE OF LESSON:

RATING DEFINITIONS:

- Exemplary (Teacher could serve as a model for other teachers.)
- Effective (Performance meets district expectations.)
- Needs Improvement (Performance is not consistently effective.)
- Unsatisfactory (Performance is not effective.)

(N/A will be used if any category is Not Applicable.)
(No rating will be used for Tenured Teacher.)

1. Content knowledge:

☐ N/A ☐ Exemplary ☐ Effective ☐ Needs Improvement ☐ Unsatisfactory

2. Preparation:

☐ N/A ☐ Exemplary ☐ Effective ☐ Needs Improvement ☐ Unsatisfactory

3. Planning:

☐ N/A ☐ Exemplary ☐ Effective ☐ Needs Improvement ☐ Unsatisfactory

4. Instructional delivery:

▪ Instructional strategies:

☐ N/A ☐ Exemplary ☐ Effective ☐ Needs Improvement ☐ Unsatisfactory

▪ Enrichment of lesson:

☐ N/A ☐ Exemplary ☐ Effective ☐ Needs Improvement ☐ Unsatisfactory

▪ Utilization of materials/equipment:

☐ N/A ☐ Exemplary ☐ Effective ☐ Needs Improvement ☐ Unsatisfactory

5. Student engagement:

☐ N/A ☐ Exemplary ☐ Effective ☐ Needs Improvement ☐ Unsatisfactory

6. Knowledge of student development:

☐ N/A ☐ Exemplary ☐ Effective ☐ Needs Improvement ☐ Unsatisfactory

7. Classroom management:

☐ N/A ☐ Exemplary ☐ Effective ☐ Needs Improvement ☐ Unsatisfactory

8. Student assessment:

☐ N/A ☐ Exemplary ☐ Effective ☐ Needs Improvement ☐ Unsatisfactory

9. Collaboration:

☐ N/A ☐ Exemplary ☐ Effective ☐ Needs Improvement ☐ Unsatisfactory

EVALUATION SUMMARY WITH RECOMMENDATIONS:

Observer/Evaluator

Date

Teacher

Date

POST-OBSERVATION CONFERENCE: (Based on Observation & Teacher Reflection)

(Possible discussion may include: collaboration, communication, student assessment, extra-curricular involvement, professional growth participation)

OBSERVATION/EVALUATION OF:

DATE:

Observer/Evaluator

Teacher

Date

Date

(Teachers are encouraged to discuss the status of the principal's recommendation for tenure during their final year of probation.)

TEACHER RESPONSE/COMMENTS:

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Observer/Evaluator

Teacher

Date _____

Date _____

TEACHER REFLECTION:

(To be completed by teacher and brought to the post-observation discussion. This page will not be included as part of the final document.)

TEACHER: _____ DATE OF OBSERVATION: _____

Teacher Observation Form A: Procedures

1. A pre-conference between the evaluator and the teacher will occur within 10 school days before the formal observation. The administrator will make the initial contact to schedule the pre-conference.
 - should be brief
 - opportunity for the teacher and administrator to discuss expectations
 - subsequent observation can be scheduled or not
2. A post-observation conference will be held within 5 school days after the formal observation; scheduled by the administrator.
 - a. Unit member will receive a draft copy of the observation
 - b. Unit member and observer will discuss the observation and evaluation draft report and will work cooperatively toward performance improvement in areas indicated in the report
 - c. Unit member and observer will discuss the teacher's reflection
3. A final copy of the observation will go to the teacher within 5 school days after the post observation conference.
4. The unit member will return the signed observation within 10 days to the administration.
5. A copy of the completed observation report shall be placed in the unit member's personnel file in the Central Administration Office.

**Appendix to define District expectations for
Teacher Observation – Form A:**

- 1. Content knowledge**
 - thorough knowledge of curriculum and subject matter
- 2. Preparation & planning**
 - objective(s) established at the correct level of ability
 - activities designed to lead to the objective(s)
- 3. Instructional delivery**
 - Instructional strategies
 - activities properly sequenced
 - pace of learning monitored
 - principles of learning effectively used
 - attention paid to different learning styles
 - Enrichment of lesson
 - broad base of information and related experiences, i.e.
 - analogies, use of bulletin board, link to prior knowledge
 - Utilization of materials/equipment
 - available instructional media
 - materials used effectively
- 4. Student engagement**
 - delivery of instruction results in student involvement
 - teacher/student interaction and meaningful lesson plan result in student learning
- 5. Knowledge of student development**
 - understanding and appreciation of diversity and the regular application of developmentally appropriate instructional strategies.
- 6. Classroom management**
 - Supportive of diverse student learning needs which result in an environment conducive to student learning.
- 7. Student Assessment**

Within the lesson:

 - assessment techniques implemented to measure students' progress in learning
 - feedback is timely, proactive and constructive
- 8. Collaboration**
 - Teacher establishes effective working relationships with appropriate support personnel to meet the learning needs of students

ICHABOD CRANE CENTRAL SCHOOL

VALATIE, NEW YORK 12184

CO - 31

SPECIAL SERVICE PERSONNEL EVALUATION – FORM B

Specialist:

Date:

School:

Area/Grad:

Time: From: To:

PERMANENT ☐ PROBATIONARY STATUS: ☐ ☐ ☐

TENURE ☐

1 2 3

EVALUATOR AND TITLE:

DATE OF PRE-OBSERVATION CONFERENCE (IF APPLICABLE):

TYPE OF LESSON (IF APPLICABLE):

RATING DEFINITIONS:

- Exemplary (Specialist could serve as a model for other specialists.)
- Effective (Performance meets district expectations.)
- Needs Improvement (Performance is not consistently effective.)
- Unsatisfactory (Performance is not effective.)

(N/A will be used if any category is Not Applicable.)

(No rating will be used for Tenured Specialist)

1. Collaboration:

☐ N/A ☐ Exemplary ☐ Effective ☐ Needs Improvement ☐ Unsatisfactory

2. Student Assessment:

☐ N/A ☐ Exemplary ☐ Effective ☐ Needs Improvement ☐ Unsatisfactory

3. Interactions with students:

☐ N/A ☐ Exemplary ☐ Effective ☐ Needs Improvement ☐ Unsatisfactory

4. Communication Skills: _____

☐ N/A ☐ Exemplary ☐ Effective ☐ Needs Improvement ☐ Unsatisfactory

5. Reports: _____

☐ N/A ☐ Exemplary ☐ Effective ☐ Needs Improvement ☐ Unsatisfactory

6. Professional Participation:

☐ N/A ☐ Exemplary ☐ Effective ☐ Needs Improvement ☐ Unsatisfactory

7. Professional Development:

☐ N/A ☐ Exemplary ☐ Effective ☐ Needs Improvement ☐ Unsatisfactory

8. Expertise in Field:

☐ N/A ☐ Exemplary ☐ Effective ☐ Needs Improvement ☐ Unsatisfactory

9. Preparation and Planning:

☐ N/A ☐ Exemplary ☐ Effective ☐ Needs Improvement ☐ Unsatisfactory

10. Family Outreach

☐ N/A ☐ Exemplary ☐ Effective ☐ Needs Improvement ☐ Unsatisfactory

GENERAL COMMENTS ON PERFORMANCE OF DUTIES, INCLUDING AREAS OF STRENGTH AND SUGGESTIONS FOR IMPROVEMENT:

Observer/Evaluator

Specialist

Date

Date

(Specialists are encouraged to discuss the status of the principal's recommendation for tenure during their final year of probation.)

COMMENTS OF SPECIALIST BEING EVALUATED:

(Optional; Additional pages may be added)

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Observer/Evaluator

Specialist

Date _____

Date _____

(Specialists are encouraged to discuss the status of the principal's recommendation for tenure during their final year of probation.)

SPECIALIST REFLECTION:

(To be completed by specialist and brought to the post-evaluation discussion. This page will not be included as part of the final document.)

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Appendix
Specialist Evaluation Form B: Procedures

1. If there will be a formal observation, a pre-conference between the evaluator and the specialist will occur within 10 school days before the formal observation. The administrator will make the initial contact to schedule the pre-conference.

- should be brief
- opportunity for the specialist and administrator to discuss expectations
- subsequent observation can be scheduled or not

A post-observation conference will be held within 5 school days after the formal observation; scheduled by the administrator.

- discuss the rough draft prepared by the administrator
- discuss the teacher's reflection
- specialist leaves with a copy of the rough draft

2. If there is no formal observation, the administrator will schedule a conference to discuss the evaluation. The specialist will be given a copy of the rough draft. A final copy of the evaluation will go to the specialist within 5 school days after the conference.
3. The final copy will be reviewed by the specialist and returned to the administrator within 10 school days.

**Appendix to define District Expectations for
Specialist Evaluation – Form B**

1. Collaboration

- Specialist establishes effective working relationships with appropriate personnel to meet the learning needs of students.

2. Student Assessment

- diagnostic skills
- interprets diagnosis of student needs to appropriate personnel and parents

3. Interactions with students

- rapport
- effectiveness

4. Communication Skills

- clear
- thorough
- timely

5. Reports

- clear
- thorough
- timely

6. Professional Participation

- attends appropriate meetings
- contributes

7. Professional Development

- attends conferences, workshops, inservices
- participates in professional organizations (where appropriate)

8. Expertise in Field

- thorough knowledge of the field

9. Preparation and Planning

- objective(s) established at the correct level of ability or developmental level
- activities designed to lead to the objective(s)

10. Family Outreach

- Specialist establishes effective relationship with family members to meet the learning needs of students.

FORM C -- PROFESSIONAL GOAL PLAN

TEACHER/SPECIALIST: _____

SPECIALTY OR TENURE AREA: _____

SCHOOL BUILDING(S): _____ **SCHOOL YEAR:** _____

DATES: **Initial Conference:** _____

Interim(s): _____

Final: _____

SUPERVISOR AND TITLE: _____

BUILDING ASSIGNMENTS: (For specialists in more than one building)

POPULATIONS SERVED: (Grade levels or unique population descriptions)

INITIAL CONFERENCE OUTLINE

TEACHER/SPECIALIST: _____

SPECIALTY OR TENURE AREA: _____

I. **Goal and Objective:**

II. **Activities:** (Include timelines & needs for planned activities.)

III. **Means of Evaluation:** (How to evaluate or demonstrate success.)

Teacher/Specialist_____
Supervisor/Evaluator_____
Date_____
Date

*A separate page 2 is needed for each goal, i.e. Goal 1 would be page 2A, Goal 2 would be page 2B,etc.

TEACHER/SPECIALIST: _____ DATE: _____

INTERIM CONFERENCE SUMMARY

[illegible]

Other interim conferences are optional.

Date: _____

[illegible]

TEACHER/SPECIALIST: _____

SPECIALTY OR TENURE AREA: _____

SUPERVISOR: _____ **DATE:** _____

FINAL CONFERENCE REPORT

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper has a slightly textured appearance and some minor discoloration or shadows, suggesting it's a physical scan. There is no handwriting or other markings on the paper.

*** Note: If there is more than one goal and they are unrelated, a separate page 4 is needed.**

(Supervisor's comments on Teacher's/Special Service Provider's performance in the Professional Development Plan, which may include areas of strength and suggestions for future consideration.)

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Date _____

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Date _____

APPENDIX FOR FORM C

FORM C is designed to provide an annual professional performance review option to be used on a voluntary basis by TENURED ICHABOD CRANE PROFESSIONALS (Teachers, Special Service Personnel, and Teaching Assistants). This PROFESSIONAL GOAL PLAN is to be agreed upon by employee and supervisor by OCTOBER 31st of each school year. Teacher is to notify the administration of intent to use this form by September 30th.

The plan shall include objectives, which may be instructional, curricular, or professional in nature, and will include activities, which will fulfill these objectives. These activities might include, but not be limited to, peer visitation, student evaluation, video taping, personal study, involvement in district staff development, mentoring, professional research, and professional portfolio. (If there is more than one goal chosen, be sure to complete a separate page 2 for each goal.)

This professional goal plan is an agreement between teacher and supervisor and will be prepared by the teacher, prior to the initial conference, using the form provided. Mutually agreeable modifications will be made at that initial conference. At least one interim conference will be held to discuss progress toward goals. The meeting date should be scheduled during the initial conference. Additional conferences are optional.

At the end of the evaluation period, the teacher shall provide a written report of progress toward goals and objectives using the Final Conference Report form provided by June 1st. An annual Professional Goal Plan review conference shall be held following receipt of this report.

Following this, the supervisor shall provide written comments to be included in the record by June 20th. A follow-up review of supervisor's comments may be held at the request of either supervisor or employee. A written response by the teacher or specialist is optional.

07/27/07

TEACHER ASSISTANT EVALUATION- FORM D

Teacher Assistant:

Date:

School:

Area/Grade:

Time: From: To:

PERMANENT ☐ **PROBATIONARY STATUS:** ☐ ☐ ☐

TENURE ☐

1 2 3

EVALUATOR AND TITLE:

DATE OF PRE-OBSERVATION CONFERENCE (IF APPLICABLE):

JOB DESCRIPTION:..

RATING DEFINITIONS:

- **Exemplary** (Teacher Assistant could serve as a model for other teacher assistant)
- **Effective** (Performance meets district expectations.)
- **Needs Improvement** (Performance is not consistently effective.)
- **Unsatisfactory** (Performance is not effective.)

(N/A will be used if any category is Not Applicable.)

(No rating will be used for Tenured Teacher Assistant)

1. Collaboration:..

☐ N/A ☐ Exemplary ☐ Effective ☐ Needs Improvement ☐ Unsatisfactory

2. Performs Tasks Assigned:..

☐ N/A ☐ Exemplary ☐ Effective ☐ Needs Improvement ☐ Unsatisfactory

3. Interactions with Students:..

☐ N/A ☐ Exemplary ☐ Effective ☐ Needs Improvement ☐ Unsatisfactory

4. Communication Skills:

☐ N/A ☐ Exemplary ☐ Effective ☐ Needs Improvement ☐ Unsatisfactory

5. Time Management:

☐ N/A ☐ Exemplary ☐ Effective ☐ Needs Improvement ☐ Unsatisfactory

6. Reports:

☐ N/A ☐ Exemplary ☐ Effective ☐ Needs Improvement ☐ Unsatisfactory

7. Professional Participation:

☐ N/A ☐ Exemplary ☐ Effective ☐ Needs Improvement ☐ Unsatisfactory

GENERAL COMMENTS ON PERFORMANCE OF DUTIES, INCLUDING AREAS OF STRENGTH AND SUGGESTIONS FOR IMPROVEMENT:

Observer/Evaluator

Teacher Assistant

Date

Date

(Teacher Assistants are encouraged to discuss the status of the principal's recommendation for tenure during their final year of probation.)

POST EVALUATION CONFERENCE:

DATE:

EVALUATION OF:

TIME OF REVIEW:

Observer/Evaluator

Date

Teacher Assistant

Date

COMMENTS OF TEACHER ASSISTANT BEING EVALUATED:

[illegible]

Observer/Evaluator

Teacher Assistant

Date _____

Date

(Teacher Assistants are encouraged to discuss the status of the principal's recommendation for tenure during their final year of probation.)

(To be completed by Teacher Assistant and brought to the post-evaluation discussion. This page will not be included as part of the final document.)

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**Appendix to define District Expectations for
Teacher Assistant – Form D**

1. Collaboration

- Teacher Assistant establishes effective working relationships with appropriate personnel to meet the learning needs of students.

2 Performs Tasks Assigned

- uses good organizational skills
- uses sound judgement

3. Interactions with students

- rapport
- effectiveness

4. Communication Skills

- clear
- thorough
- timely

5. Time Management

- is independent
- completes work on time

6. Reports

- clear
- thorough
- timely

7. Professional Participation

- attends appropriate meetings
- contributes

<p style="text-align: center;">Appendix Teacher Assistant Evaluation Form D: Procedures</p>

1. If there will be a formal observation, a pre-conference between the evaluator and the teacher assistant will occur within 10 school days before the formal observation. The administrator will make the initial contact to schedule the pre-conference.

- should be brief
- opportunity for the teacher assistant and administrator to discuss expectations
- subsequent observation can be scheduled or not

A post-observation conference will be held within 5 school days after the formal observation; scheduled by the administrator.

- discuss the rough draft prepared by the administrator
- discuss the teacher assistant's reflection

2. If there is no formal observation, the administrator will schedule a conference to discuss the evaluation. A final copy of the evaluation will go to the teacher assistant within 5 school days after the conference.
3. The final copy will be reviewed by the teacher assistant and returned to the administrator within 5 school days.

ICHABOD CRANE CENTRAL SCHOOL

VALATIE, NY 12184

CO-51

DEPARTMENT CHAIR EVALUATION - FORM E

TEACHER: _____

SCHOOL YEAR: _____

DEPARTMENT: _____

EVALUATOR AND TITLE: _____

- The chair and evaluator are encouraged to have a Fall meeting to discuss department chair responsibilities and/or goals
- The written evaluation will be given to the department chair at least three (3) days prior to the post evaluation meeting between the evaluator and the chair
- The evaluation process will be completed by June 15th

1. BUDGET — TO ASSIST IN THE DEVELOPMENT OF THE ICHABOD CRANE CENTRAL SCHOOL ANNUAL BUDGET:

- a.) Develops department budget, working collaboratively with other department chairpersons to prioritize needs, when necessary

- b.) Oversees requisition process, receipt of materials, supplies and equipment

- c.) Oversees department inventory, storage and safe management of materials, supplies and equipment

2. ARTICULATE DEPARTMENT INFORMATION:

- a.) Provides building administration with information for their development of:
exam schedules, master schedules, teaching assignments and student, faculty and department
events**

- b.) Provides Board of Education with written information on curriculum and instruction**

3. MEETINGS:

- α.) Leads Department meeting**

- β.) Meets with the administration**

4. CURRICULUM:

- a.) Oversees revision and update of curriculum on an on-going basis**

- b.) Oversees and works collaboratively with the administration and Guidance Department to
analyze student results to improve student progress**

c.) Collaboratively develops long range plans and recommend program changes

d.) Articulates within and across content areas

e.) Coordinates efforts with Assistant Superintendent

f.) Advises department regarding State Education Department recommendations/mandates

g.) Oversees textbook recommendations

5. INSTRUCTIONAL LEADER:

a.) Mentors teachers to meet department needs and improve instruction, assist with internal problem solving, and provide oversight and advisement on testing and grading procedures

b.) Provides orientation of new staff

c.) Assists with staff development through articulation of department needs and disseminate conference information

d.) Evaluates conference requests

Evaluator

Department Chair

Date

Date

(OPTIONAL)

EVALUATION SUMMARY WITH RECOMMENDATIONS:

Evaluator

Department Chair

Date _____

Date _____

DEPARTMENT CHAIR RESPONSE/COMMENTS:

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.**Evaluator**

Department Chair

Date _____

Date _____

K – 5 CURRICULUM LIAISON EVALUATION – FORM F

TEACHER: _____ **SCHOOL YEAR:** _____

DEPARTMENT: _____

EVALUATOR AND TITLE: _____

- The liaison and evaluator are encouraged to have a Fall meeting to discuss curriculum liaison responsibilities and/or goals
- The K – 5 Curriculum Liaison and the evaluator shall meet sometime after April 1, prior to the writing of the evaluation.
- The written evaluation will be given to the curriculum liaison at Least three (3) days prior to the post evaluation meeting between the evaluator and the liaison.
- The evaluation process will be completed by June 15th.

1. CALLS AND ORGANIZES MEETINGS:

a.) The liaison schedules the monthly meetings and sets agendas

b.) The minutes are shared with both building and central office administration

c.) The liaison maintains a record reflecting committee work

2. FACILITATES CURRICULUM ARTICULATION WITHIN THE COMMITTEE:

- a.) The liaison encourages committee members to enlist grade level information

- b.) The liaison manages curriculum documents

3. FORMALIZE/COORDINATE DECISIONS ON CURRICULUM

- a.) The liaison summarizes committee decisions

- b.) The liaison distributes decision (information) to appropriate parties

- c.) The liaison coordinates with other curriculum areas

4. OVERSEES DECISION RAMIFICATIONS:

- a.) The liaison monitors implementation concerns

- b.) The liaison makes appropriate recommendations regarding resources, materials, and storage

Evaluator

Date

Curriculum Liaison

Date

EVALUATION SUMMARY WITH RECOMMENDATIONS:

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Date _____

CURRICULUM LIAISON /COMMENTS:

[illegible]**Evaluator**

Curriculum Liaison

Date _____

Date _____

ICHABOD CRANE CENTRAL SCHOOL
VALATIE, NY 12184

CO-53

GRADE LEVEL CHAIRPERSON EVALUATION – FORM G

TEACHER: _____ **SCHOOL YEAR:** _____

GRADE: _____

EVALUATOR AND TITLE: _____

- The grade level chair and evaluator are encouraged to have a Fall Meeting to discuss grade level responsibilities and/or goals
- The written evaluation will be given to the grade level chair at least three (3) days prior to the post evaluation meeting between the evaluator and the chair
- The evaluation process will be completed by June 15th

1. BUDGET – TO ASSIST IN THE DEVELOPMENT OF THE ICHABOD CRANE CENTRAL SCHOOL ANNUAL BUDGET:

a.) Develops and coordinates grade level budget and budget records, working collaboratively with teachers, principal and other chairs to prioritize needs (texts, materials/supplies, field trips, literature, testing materials, computer planning).

b.) Oversee general requisition process (receipt and distribution of materials, supplies, and equipment)

c.) Oversee grade level inventory, storage, and safe management of materials, textbooks and equipment

2. MEETINGS:

- a.) Leads monthly Grade Level meetings (prepares agenda and minutes)

- b.) Meets with the administration (shares pertinent information, minutes)

3. ARTICULATE GRADE LEVEL INFORMATION:

- a.) Provide principal with information for development of: scheduling, class list formation, grade level events, promotion standards, report cards

4. CURRICULUM:

- a.) Works regularly and collaboratively with the administration and curriculum leaders to coordinate changes and implementations within the grade level

5. INSTRUCTIONAL LEADER/MENTOR

- a.) Mentors teachers to meet grade level needs and improve instruction, assist with internal problem solving, and provide oversight and advisement on testing and grading procedures

- b.) Assists with staff development through articulation of grade level needs and disseminate conference information

Evaluator

Grade Level Chairperson

Date

Date

(OPTIONAL)

EVALUATION SUMMARY WITH RECOMMENDATIONS:

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Evaluator

Grade Level Chairperson

Date _____

Date _____

GRADE LEVEL CHAIRPERSON RESPONSE/COMMENTS:

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Grade Level Chairperson

Date _____

Date _____

ICHABOD CRANE CENTRAL SCHOOL
VALATIE, NY 12184

CO-54

TEAM LEADER EVALUATION - FORM I

Team Leader: _____ *School Year:* _____

DEPARTMENT: _____

EVALUATOR AND TITLE: _____

- The team leader and evaluator are encouraged to have a Fall Meeting to discuss team leader responsibilities and/or goals
- The written evaluation will be given to the team leader at least three (3) days prior to the post evaluation meeting between the evaluator and the team leader
- The evaluation process will be completed by June 15th

1. GENERAL

a.) Act as a liaison between teachers in a team and the building principal

b.) Serve as leader in coordination of the team

c.) Make the building principal aware of the needs of the team

2.) CURRICULUM

a.) Includes curriculum reports as part of team meetings

b.) Articulation within and across content areas and grade level (i.e. facilitates the coordinator of interdisciplinary projects)

3. ADMINISTRATION OF TEAM

a.) Unifies procedures within the team

b.) Assists in interviewing prospective teachers for team whenever possible

c.) Orientates new teachers

1.) Reviews team procedures and practices

2.) Reviews general school procedures

d.) Professional Relationships

1.) Promotes harmonious team relations

2.) Coordinates and cooperates with other teams in improving the total school program

3.) Meets with team teachers who have concerns and refer them to appropriate personnel

e.) Meetings

Conduct regular team meetings

1. Meets with other team leaders and/or the building principal

2. Disseminates to team teachers information from team leader meetings

3. Develops ideas from teachers in team

4. Facilitates the development of team policies and procedures

5. Provides monthly summary of team meetings to building principal

f.) Schedules/Coordinates/Facilitates Team Parent Conferences

g.) Board of Education meetings (Team Leaders will be invited as appropriate)

4. TESTING

a.) Testing

1.) Provides administration with information for development of testing schedules

5. REQUISITIONING

a.) Coordinates distribution of general supply money

b.) Informs teachers of requisitioning procedures

6. CONFERENCES AND VISITATIONS

a.) Disseminates materials to teachers of available conferences and visitations

Evaluator

Date

Team Leader

Date

(OPTIONAL)

EVALUATION SUMMARY WITH RECOMMENDATIONS:

[illegible]

Evaluator

Team Leader

Date _____

Date _____

TEAM LEADER/COMMENTS:

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Evaluator

Team Leader

Date _____

Date _____

6 - 8 CURRICULUM LIAISON EVALUATION – FORM J

TEACHER: _____ **SCHOOL YEAR:** _____

DEPARTMENT: _____

EVALUATOR AND TITLE: _____

- The liaison and evaluator are encouraged to have a Fall meeting to discuss curriculum liaison responsibilities and/or goals
- The 6 - 8 Curriculum Liaison and the evaluator shall meet sometime after April 1, prior to the writing of the evaluation.
- The written evaluation will be given to the curriculum liaison at Least three (3) days prior to the post evaluation meeting between the evaluator and the liaison.
- The evaluation process will be completed by June 15th.

1. CALLS AND ORGANIZES MEETINGS:

a.) The liaison schedules the monthly meetings and sets agendas

b.) The minutes are shared with both building and central office administration

c.) The liaison maintains a record reflecting committee work

2. FACILITATES CURRICULUM ARTICULATION WITHIN THE COMMITTEE:

- a.) The liaison encourages committee members to enlist grade level information

- b.) The liaison manages curriculum documents

3. FORMALIZES/COORDINATES DECISIONS ON CURRICULUM

- a.) The liaison summarizes committee decisions

- b.) The liaison distributes decision (information) to appropriate parties

- c.) The liaison coordinates with other curriculum areas

4. OVERSEES DECISION RAMIFICATIONS:

- a.) The liaison monitors implementation concerns

- b.) The liaison makes appropriate recommendations regarding resources, materials, storage, textbooks, and subject specific supplies

Evaluator

Curriculum Liaison

Date

Date

EVALUATION SUMMARY WITH RECOMMENDATIONS:

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Date _____

CURRICULUM LIAISON /COMMENTS:

Evaluator

Curriculum Liaison

Date _____

Date _____

