

**BOE APPROVED**

8/30/2021

(MOA approved)

**AGREEMENT**

**2021-2024**

**BETWEEN**

**THE BOARD OF EDUCATION**

**GREENBURGH CENTRAL SCHOOL**

**DISTRICT**

**AND**

**THE GREENBURGH**

**TEACHERS FEDERATION**

**LOCAL 1788 OF THE**

**AMERICAN FEDERATION OF TEACHERS AFL-CIO**

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**AGREEMENT** made effective this 1st day of July, 2021 by and between THE BOARD OF EDUCATION OF CENTRAL SCHOOL DISTRICT, Town of Greenburgh, Westchester County, New York (hereinafter called the “Board”) and THE GREENBURGH TEACHERS FEDERATION, Local 1788 of the American Federation of Teachers, NYSUT, AFL-CIO (hereinafter called the “GTF”).

**WITNESSETH:**

WHEREAS, the GTF represents a majority of the professional teaching staff (as hereinafter defined) to be employed in the regular school system of Central School District (hereinafter the "District") for the operation of which system the Board is and will be responsible in accordance with the Education Law of the State of New York; and

WHEREAS, the Board and the GTF recognize that they have a mutual interest in working together to insure the maintenance of high quality education in a racially integrated environment and for the benefit of all the children of the District; and

WHEREAS, this goal can best be achieved in an atmosphere of mutual understanding, respect and cooperation wherein the Board, the administration, the professional teaching staff, the community and the students each performs a vital function; and

WHEREAS, the Board and the GTF recognize their respective responsibilities in our increasingly complex society together legally and constructively;

NOW, THEREFORE, it is hereby mutually agreed as follows:

**ARTICLE I – RECOGNITION**

1. In accordance with the provision of the Resolution adopted by the Board on February 26, 1968, the Board recognizes the GTF as the sole and exclusive negotiation representative for the professional teaching staff to be employed in and by the District for whom certification is required by the New York State Education Department who are on the regular salary schedule, appointed to the regular instructional staff of the public schools of the District, including teachers, ESL teachers, psychologists, social workers, speech/hearing specialists, pupil personnel, coordinators, facilitators, permanent substitutes, librarians and teaching assistants, whether full or part-time, and whether on active duty or leave status with pay, but excluding supervisory personnel such as Principals, Assistant Principals, Department Chairpersons, Supervisors and Directors.
2. The Board agrees that the GTF may represent teachers who have retired from the District for the sole purpose of enforcing rights granted to such retirees under Article XI (Health and Welfare) paragraph 1 of this Agreement.
3. Nothing contained herein shall be construed to prevent any individual employee from (a) discussing any matter with the Board, administrators and/or supervisors or (b) processing a grievance in accordance with the procedure hereinafter provided.

4. Nothing contained herein shall be construed to deny to any employee his/her rights under Section 15 of the New York Civil Rights Law or under the State Law or under the State Education Law or under applicable Civil Service Laws and Regulations.

## **ARTICLE II – FAIR PRACTICES**

### **1. GTF Membership**

The GTF shall maintain its eligibility to represent the negotiating unit by continuing to admit persons to membership without discrimination on the basis of race, creed, color, national origin, sex or marital status and to represent equally all members of the negotiating unit without regard to membership or participation in, or association with the activities of, any organization.

### **2. Non-Discrimination**

The Board shall continue its policy of not discriminating against any member of the negotiating unit on the basis of race, creed, color, national origin, sex, marital status, age, membership or participation in, or association with the activities of, any employee organization, or union activity. Nothing in the foregoing sentence, however, shall operate to deprive the Board of any rights it may have under the New York State Teacher Retirement System Law.

## **ARTICLE III – GTF PRIVILEGES**

### **1. Voluntary Dues Deduction; Agency Fee**

- (a) Upon written application of a teacher in the negotiating unit for payroll deduction of his/her membership dues in the GTF the proper deduction shall be made each payroll from the teacher's salary and forwarded monthly to the GTF. Dues deduction authorization shall carry over from year to year until written notice of withdrawal by the teacher. No such deduction shall be made in the absence of a written and signed authorization from an employee, unless such deduction shall be required by law.
- (b) GTF shall indemnify and hold harmless the Board and any employee or agent thereof from and against any and all claims, damages, losses, and/or expenses in connection therewith including, but not limited to attorneys' fees, arising out of or resulting from the provisions of Article III paragraph 1a.

### **2. Meetings**

- (a) The GTF shall have the right to hold one (1) general membership or building meeting each month during the regular working day, as hereinafter defined, but before or after the pupil's day, the precise time and place thereof to be arranged with the Superintendent or,

as the case may be, the building principal. In months when there are four Mondays and school is in session, the third Monday of the Month shall be the GTF meeting day. If school is not in session on the third Monday of a month, then the fourth Monday shall be the GTF meeting day. Time shall be allotted at any such meeting for administrative announcements not to exceed five (5) minutes in length.

- (b) The GTF shall have the right to use school buildings for meetings and activities to be held before or after the regular working day, as hereinafter defined, the precise time and place thereof to be arranged with the Superintendent or, as the case may be, the building principal.
- (c) In each school building the GTF building representatives and the building principal shall meet weekly to discuss matters of mutual concern and on such additional occasions as they may deem necessary.
- (d) The GTF President and the Superintendent shall meet at least once a month during the school year to discuss matters of mutual concern and on such other occasions as they may deem necessary.

### 3. Bulletin Board Space for GTF Use

Space of at least six (6) square feet of one (1) bulletin board shall be reserved at a readily accessible place in each school building for the exclusive use of the GTF for the purpose of posting material dealing with proper and legitimate GTF business. Bulletin boards located in areas normally frequented by students shall not be used.

### 4. Organizational Activities

- (a) Within twenty (20) days of a unit member first being employed or reemployed by the District, the President shall be notified in writing of the employee's name, address, work email address, job title and work location.
- (b) Within twenty (20) days of providing the notice in paragraph (a), the President or his/her designee shall be allowed to meet with such employee for one (1) hour during both employees' work time, without charge to leave credits.
- (c) Neither the GTF nor any teacher shall engage in employee organizational activities during the pupil's day but such activities shall be permitted thereafter so long as they do not adversely affect assigned duties. As used herein the term "organizational activities" shall include all activities arising out of or incident to the existence, operation or function of the GTF except that the GTF President may, during no more than one regularly scheduled supervisory period each day, prepare correspondence, make and receive telephone calls to and from persons outside the negotiating unit, as hereinabove defined, and prepare materials for distribution.



5. GTF Office

Space shall be provided for use by the GTF as an office. The Board and the Administration shall make every effort to provide this space in the building to which the GTF President is assigned. A private telephone line for the exclusive use of the GTF may be installed therein at its sole cost and expense. The said office shall not be open for the transaction of GTF business during the pupil's day except for use by the GTF President in accordance with this Article III paragraph 4.

6. GTF President

The President of the GTF shall be a member of the negotiating unit, as hereinabove defined, and shall perform his/her regular teaching duties except that he/she shall not be assigned a regularly scheduled supervisory period and shall not be required to attend evening meetings, supervise late afternoon or evening student athletic, social or special events or to supervise any clubs or similar co-curricular student activities. Every effort shall be made to schedule his/her preparation period for the last period of the pupil day. The President's day shall be arranged so that his/her teaching responsibilities shall be the equivalent to 0.8 of a teacher's day. In the event the President works in the high school, he/she shall have four classes or the equivalent and no supervisory duties. In the event the President is an elementary teacher, his/her schedule shall be arranged to reflect 0.8 of an elementary teacher's schedule.

7. Distribution and Preparation of Materials

The GTF shall have the right to use the teacher mailboxes for distribution of materials. The GTF shall have the right to use photocopying machines when not otherwise in use for school business, after the close of the teacher's day provided that it shall furnish its own paper, ink, stencils and similar expendable items and provided that a qualified operator shall be furnished by the GTF for such purposes.

8. GTF Days

There shall be a total of ten (10) person-days, with pay, available to the GTF for use by its representatives for organizational activities. During such days the representative shall be relieved from regular duties. Such time may be taken in whole days or half days at the option of the GTF and the limitations of paragraph 4 of this Article shall not apply. In other than emergencies rendering advance notice impossible, request for such time shall be submitted to the superintendent at least three (3) days in advance.

9. No Strike Pledge

The GTF and the Board declare their adherence to the principle that differences between them shall be resolved by peaceful and appropriate means without interruption of the school

program. The GTF, therefore, agrees that there shall be no strikes, work stoppage, or other concerted refusal to perform work by personnel covered by this Agreement, nor any instigation thereof.

#### 10. Staff Participation in Interviews

The GTF shall have five (5) “school days” following notice of an interview to appoint a bargaining unit member to participate in all interviews for certified staff positions which occur during the school year. The GTF shall have five (5) “work days” following notice of an interview to appoint a bargaining unit member to participate in all interviews for certified staff positions which occur during the summer.

### **ARTICLE IV – TEACHER PRIVILEGES, RIGHTS AND CONDITIONS**

#### 1. Personnel Files

New evaluations and all other items in a teacher's personnel file originating or generated within the school system received after July 1, 1968, shall be open to inspection by the teachers to whom such items relate. Individual teachers shall have the right to review such materials, upon request, in the presence of the Superintendent or his/her designee, and such other person as the teacher may select. Teachers may also review all past non-confidential material in their personnel files in the same manner. References from outside of the school system shall remain confidential. Any entry or paper, including unsolicited letters not requested by the employer or employee reflecting upon a teacher's professional character, ability or competence shall be placed in the teacher's personnel file only by direction of the Superintendent in which event it shall be brought to the teacher's attention within 15 days and the teacher shall be afforded an opportunity to place explanatory or exculpatory material in his/her file.

Any entry or paper other than references and official transcripts reflecting adversely upon a teacher's professional character, ability or competence not originating or generated within the school system, whether or not placed in a teacher's personnel file, shall not be retained by the District for longer than one (1) year from the date of its receipt unless the Superintendent shall direct its retention and the teacher afforded an opportunity to present explanatory and exculpatory material. In the event of a dispute between the Superintendent and the teacher with respect to the retention of any such entry or paper, the teacher may within twenty (20) days thereafter appeal to the Board's Committee on Personnel whose decision shall be final and not subject to the Grievance Procedure hereinafter set forth. This paragraph shall only apply to tenured teachers.

#### 2. Evaluation of Non-Tenured Teachers

Effective January 3, 2017, Probationary classroom teachers will be evaluated in accordance with the Annual Professional Performance Review Plan approved pursuant to Education Law Section 3012-d and Part 30 of the Regents' Regulations if they meet the criteria for being

subject to such evaluation. All other existing evaluation procedures, unless inconsistent with the approved Annual Professional Performance Review Plan, Education Law Section 3012-d and/or Part 30 of the Regents' Regulations, shall remain in effect. See Appendix "C".

Probationary unit members not covered under Education Law Section 3012-d shall be evaluated in accordance with the Annual Professional Performance Review Plan attached hereto as Appendix "C".

Effective September 1, 2016, the portfolio requirement shall be reinstated for non-tenured staff. A committee made up of an equal number of administrators and an equal number of bargaining unit members shall meet to establish the portfolio requirement procedures for implementation by December 1, 2016. The parties agree that training shall be provided to probationary bargaining unit members and their Mentors regarding the use of the electronic portfolio system and portfolio procedures during the first year of the probationary bargaining unit member's probationary period. Probationary bargaining unit members and their Mentors shall be trained together in the same session(s).

### 3. Evaluation of Tenured Teachers

Effective January 3, 2017, tenured classroom teachers will be evaluated in accordance with the Annual Professional Performance Review Plan approved pursuant to Education Law Section 3012-d and Part 30 of the Regents' Regulation if they meet the criteria for being subject to such evaluation. All other existing evaluation procedures, unless inconsistent with the approved Annual Professional Performance Review Plan, Education Law Section 3012-d and/or Part 30 of the Regents' Regulations, shall remain in effect. See Appendix C.

Tenured unit members not covered under Education Law Section 3012-d shall be evaluated in accordance with the Annual Professional Performance Review Plan attached hereto as Appendix "C".

### 4. Substitutes

When a teacher is absent, every reasonable effort shall be made (a) to secure a qualified substitute and (b) to avoid dividing up such teacher's class or classes and assigning additional students to the class or classes of other teachers. In the discretion of the building principal either (a) an administrator may be assigned to cover the classroom assignments of an absent teacher where a qualified substitute is unavailable or (b) other teachers, preferably those on supervisory duty, may be assigned to cover the classroom assignments of an absent teacher. Substitutes for teachers of special subjects shall be hired on the same basis as for regular classroom teachers.

5. Program Assignments

A teacher shall be notified of his/her program assignment for the following year, if possible, at least thirty (30) days prior to the close of the school year, but in no case later than ten (10) days prior thereto. A teacher shall be notified of any change in his/her program assignment at least ten (10) days in advance of its effective date in the case of changes occurring before the commencement of the school year and at least five (5) days in advance of its effective date in the case of changes occurring during the school year. Teachers of special subjects shall be consulted by their building principal(s) or supervisors with respect to their program assignment. Preference forms shall be distributed no later than April 30th each year to ascertain teachers' preferences before program assignments are made up for the following year. To the extent reasonably possible the teachers in the elementary school shall receive a definite schedule including the assignment of specials no later than August 15th.

6. GTF Contract and Policy Manual

Digital copies of this agreement shall be made available to every bargaining unit member. The GTF shall be provided with 50 printed copies. Five (5) copies of the Board's Policy Manual shall be placed in each school building for use by teachers.

7. Required Meetings

Teachers shall be given at least forty-eight (48) hours advance notice of any meeting at which their attendance is required except in emergency situations.

8. Desk and Cabinets

A desk with lockable drawer and suitable filing cabinet space shall be provided for each classroom teacher. Lockable storage for personal belongings shall be provided for teaching assistants' use.

9. Personal Automobiles

Teachers shall not transport students in their personal automobiles. Teachers using their personal automobile with permission on official school business shall be reimbursed at the usual IRS rate.

10. Salary Payments

- (a) Effective July 1, 2017, bargaining unit members shall be paid on the 15<sup>th</sup> and 30<sup>th</sup> of each month (except February which shall be the 29<sup>th</sup> or 28<sup>th</sup>, as the case may be). Members shall have the option of choosing to be paid on the basis of 20 or 24 paychecks. If a payday (15<sup>th</sup> or 30<sup>th</sup>) falls on a holiday or weekend, members shall have the money direct deposited the day before the holiday or weekend.

- (b) Effective July 1, 2017, all bargaining unit members shall be required to enroll in, and shall be paid their salary via, direct deposit.
- (c) Paystubs and any and all financial correspondence to unit members shall be delivered through a password protected portal system.

11. Telephones, Computers, Copiers

To the extent practicable, existing telephones, computers and copiers shall be made available to all teachers requiring such facilities in the performance of their official duties. At least one (1) telephone in each school building shall be made available for the exclusive use of the teaching staff therein exclusively for the conduct of official school business.

12. Teachers' Room

A separate room exclusively for teachers' use shall be maintained in each school building. Separate and sanitary restrooms for teachers shall be maintained in each school building. To the extent practicable, such facilities shall be comparable in each building.

13. Professional Conferences and Meetings

There shall be included in the budget an amount of \$10,792.00 for each year of this contract for the purpose of permitting a limited number of teachers to attend and participate in professional meetings, conferences, and conventions under guidelines to be established by the Board and the GTF. The teaching assistants shall be permitted to participate in this fund.

14. Professional Growth

If the Teacher Center is eliminated, the Board shall include in the budget for each school year an item in the amount of \$5,000 for the purpose of promoting the professional growth of members of the bargaining unit.

Programs for this purpose shall be planned by the GTF. Expenditure of funds shall be controlled by the Board. As long as the Teacher Center is in operation, the Board shall not be obligated to budget or spend the foregoing sum.

15. Reductions in Staff

- (b) In the event the Board determines that a reduction in staff is required in any area of tenure such reduction shall be effected on the basis of seniority of service in the District.
- (c) If a bargaining unit member is excessed or has been excessed, he or she shall have the right to continued employment in any bargaining unit vacancy, which the Board intends

to fill, for which he or she is qualified and certified. If the GTF disagrees with such assessment, it may utilize the grievance and arbitration procedure.

- (d) Excessed teachers who have served in the District ten (10) or more years shall continue to be covered by a group health insurance program for one (1) year after their last day of service or until they become otherwise employed by an agency or company which provides medical coverage, whichever occurs sooner.
- (e) Excessed teachers shall have preference in employment as per diem substitutes at the per diem rate established by the Board, except that this shall not operate to deprive any teaching assistant of any opportunity to substitute to which he/she may be entitled.
- (f) Excessed teachers shall have preference in employment as permanent substitutes at the teacher's rate of compensation on the salary schedule.
- (g) A seniority list in writing shall be made available to the GTF twice during each school year. The GTF within 45 days after receiving the seniority list will advise the District as to any corrections it believes to be necessary concerning the placement of teachers on the list. The placement of teachers on the list shall not be binding on the GTF or on individual teachers.

#### 16. Teaching by Administrators

Administrators shall teach no more than two (2) periods per day each.

#### 17. Promotional Opportunities and Teaching Vacancies

Teachers shall be notified of all promotional opportunities in the District and shall be given consideration for promotion equal to that afforded applicants from outside the District. Notice of all vacant teaching positions shall be posted in each school building. If any such vacancies occur during the summer, the President of the GTF shall be notified.

#### 18. Permanent Substitutes

A teacher hired as a permanent substitute on a full-time classroom assignment shall be considered for a probationary position should there be an opening in the teacher's area of certification.

#### 19. Laboratory Assistant

One (1) full-time laboratory assistant (paraprofessional) shall be provided for the Science Department at the secondary school under the supervision of the building principal or his/her designees. The laboratory assistant is a civil service employee.

20. Typists

Two (2) full-time typists shall be provided at the secondary school and one (1) full-time typist at each of the other school buildings for the use of the teachers, which typists shall be subject to the supervision and control of the building principal.

21. Legal Action Against Teachers

In the event of legal action brought against a teacher by parents, guardians, and/or others, and where the Board determines such teacher acted properly within the scope of his/her duties and responsibilities as a District employee in accordance with all relevant laws, statutes, regulations and policies, the Board shall authorize use of the District's Counsel for the teacher, provided the teacher shall notify the Board in writing of the commencement of action or proceedings against him/her by delivering the same to the Clerk of the district within ten (10) days after service upon him/her; provided, however, that where such representation is provided presently under the terms of insurance policies, now held by the Board, such representation shall be deemed to be "the District's Counsel."

22. Tuition Waiver

Children of teachers who live outside the District may attend District schools without payment of tuition, provided space is available and there is no additional cost to the District. Children presently enrolled shall continue without interruption.

**ARTICLE V – LEAVES OF ABSENCE**

1. Child Care Leave

- (a) Childcare leaves of absence without pay, following the birth of a child, adoption, or for the purpose of care of a child or children, shall be granted up to a maximum of 24 months. A teacher on childcare leave may only return from such leave on or about September 1<sup>st</sup>, to coincide with the date on which teachers report for the start of school year or on or about February 1<sup>st</sup>, to coincide with the start of the second semester.
- (b) If, during the period of leave, the teacher shall have or adopt another child, the prior leave shall be forthwith terminated and another 12 months shall be granted. A teacher on childcare leave may only return from such leave on or about September 1<sup>st</sup>, to coincide with the date on which teachers report for the start of school year or on or about February 1<sup>st</sup>, to coincide with the start of the second semester.
- (c) Teachers on child care leave shall not advance on the salary schedule but shall be permitted to participate in all employee welfare programs provided by this Agreement at the teacher's own expense.

- (d) Teachers on a childcare leave of more than three (3) months in length shall, three (3) months prior to the termination of such leave, notify the Superintendent in writing that s/he:
  - (1) intends to return to work upon the expiration of the leave (i.e., on or about September 1<sup>st</sup> or February 1<sup>st</sup> as set forth above)
  - (2) requests an extension of leave, or
  - (3) submits his/her resignation.
- (e) These provisions may be varied if required by the Family and Medical Leave Act, provided, however, that any greater benefits provided by the terms of this Agreement shall in no way be diminished.
- (f) Nothing contained herein shall be construed, nor shall it operate to compel any teacher to take child care leave involuntarily.
- (g) Notification of an intent to take childcare leave shall be given by the teacher to the superintendent no later than three (3) months prior to the commencement of such leave, and shall include a statement of the desired length of such leave, barring unforeseen circumstances. The Board may at its discretion grant leaves for child care upon shorter notice.
- (h) This provision shall apply equally to males and females.

## 2. Military Leave

Section 242 of the New York Military Law shall govern all military leave.

## 3. Sick Leave

- (a) Each teacher shall be allowed leave with pay up to fifteen (15) working days each school year for personal illness or injury. The full number of days of sick leave allowed shall be in effect as of the first day of employment, except that those teachers in their first year of employment shall be credited with one and one-half (1 1/2) days per month, provided, however, that:
  - (1) teachers employed after the commencement of the school year shall be granted sick leave at the rate of one and one-half (1 1/2) days per month of service.
  - (2) in the case of a teacher whose employment is terminated prior to the completion of the school year and who has used in excess of his/her accumulated sick leave computed at the rate of one and one-half (1 1/2) days per month of service, an adjustment shall be made in his/her final salary



payment on account of the excess sick leave taken by him/her which adjustments shall be equal to his/her per diem rate using the annual salary for each day of excess leave.

- (3) Effective July 1, 2007, in the case of a teacher/teaching assistant who has been absent for seven (7) consecutive days charged to sick leave, the teacher/teaching assistant may be required by the Administration to provide written verification from a licensed medical doctor confirming that the teacher/teaching assistant was unable to perform the duties of his/her position due to personal illness or injury and the expected date of return to duty. This same verification requirement may be required in all occasions of illness charged to sick leave where the teacher/teaching assistant has used twenty (20) days of sick leave in a two (2) year period. Absences which have been supported by written verification by a licensed medical doctor shall not be included in determining whether twenty (20) days of sick leave have been used. Verification from a nurse practitioner or a physician's assistant will be acceptable if provided on the letterhead of a licensed medical doctor. Absences which occurred during the 2006/07 school year may be relied upon by the District to establish a pattern of absences.

Effective February 7, 2017, in the case of a teacher/teaching assistant who has been absent for four (4) consecutive days charged to sick leave, the teacher/teaching assistant may be required by the Administration to provide written verification from a licensed medical doctor confirming that the teacher/teaching assistant was unable to perform the duties of his/her position due to personal illness or injury and the expected date of return to duty. Effective September 1, 2017, this same verification requirement may be required in all occasions of illness charged to sick leave where the teacher/teaching assistant has used fifteen (15) days of sick leave in a two (2) year period. Absences which have been supported by written verification by a licensed medical doctor shall not be included in determining whether fifteen (15) days of sick leave have been used. Verification from a nurse practitioner or a physician's assistant will be acceptable if provided on the letterhead of a licensed medical doctor. Absences which occurred during the 2016/17 school year may be relied upon by the District to establish a pattern of absences.

- (b) Teachers who do not work at least one-half (1/2) of the regular working day, as hereinafter defined, shall be charged with a full day of sick leave.
- (c) Sick leave shall be cumulative to a maximum of two hundred (200) days; under no circumstances shall it be taken as additional personal leave, terminal leave, vacation or for any reason other than actual illness or injury. A teacher who has served in the District for at least ten (10) years and who retires into the New York State Teachers' Retirement System will be paid Sixty-five (\$65) Dollars for each day of unused sick leave to his/her

credit, up to a maximum of two hundred (200) days provided that notification of intention to retire is given to the Superintendent no later than March 1 and that the teacher works until the end of the school year, except in the case of catastrophic circumstances. Payment shall be made in the fiscal year following retirement. Effective June 30, 2007, each day of unused sick leave to the credit of a teacher above the number of teacher days in the 2006/07 school year and each day of unused sick leave to the credit of a teaching assistant above the number of teaching assistant days in the 2006/07 school year shall be added to the sick leave bank. Effective July 1, 2007, the maximum number of days accrued, unused sick leave that may be carried forward into a new school year shall equal the number of teacher days in the school year (for teachers) and the number of teaching assistants days in the school year (for teaching assistants). It is understood and agreed that (1) implementation of this proposal would mean that teachers and teaching assistants who have accrued sick leave above the "cap" as of June 30, 2007 would have "excess" days removed from "their credit" and deposited into the sick leave bank; (2) those who have "excess" days removed from "their credit" will not be subject to the seventy-five (75) day per year cap on days which may be awarded from the sick leave bank, instead they will be subject to a one-hundred eighty-eight (188) day cap; (3) those affected would then carry the maximum days of "accrued" sick leave forward into the 2007-08 school year and would receive an additional 15 days of "current year" sick leave at the start of the new school year; and (4) enforcement of the "cap" would not be retro-active (i.e. no one would be expected to "reimburse" the District for sick days used that were deducted from an accrued balance in excess of 180 days in 2006/07 or before).

- (d) Tenured teachers who have exhausted their accumulated sick leave may as the result of a single, totally disabling illness or injury, in the discretion of the Board, upon recommendation of the Superintendent, be granted up to one (1) additional year of sick leave at half (1/2) pay.
- (e) For personal illness or injury extending beyond maximum allowable period, a deduction of the teacher's annual salary shall be made per day, (such daily deduction to be a function of the annual salary divided by the number of days in the teacher work year) except that the teacher shall be entitled to receive the difference, if any, between his/her regular salary and his/her substitute's salary for a period not to exceed sixty (60) days or to the end of the school year, whichever is the lesser. In no event, however, may a teacher receive from a combination of the benefit under this provision and payment under a disability insurance policy more than the teacher would have received per day if he/she had come to work. In the event that such overpayment would occur, the benefit under this provision will be reduced sufficiently to prevent its occurrence. This provision shall cease to be effective as of June 30, 2001.

#### 4. Sick Bank

- (a) The purpose of this sick leave bank is to provide members of the bargaining unit who have exhausted their sick leave credits due to illness or injury with additional protection

in case of serious long-term personal illness or disability. This additional protection shall apply in those instances where it is expected pursuant to the terms of this provision that the individual be able to recover and return to full time employment within a reasonable time.

- (b) The sick leave bank shall be administered by a committee of four, with two members appointed by the GTF and two members appointed by the District. The GTF and the District shall each appoint two (2) members to serve a three (3) year term. No member may serve more than two terms consecutively.
- (c) Participation in the sick leave bank is mandatory for all eligible members of the bargaining unit. Upon tenure, such member shall contribute two (2) sick leave days to the bank. If the number of days accumulated in the sick bank falls below 150 days, the sick leave bank may issue a supplemental request to members of the bargaining unit for a mandatory contribution of one sick day per member. Bargaining unit members who have not been tenured in the District shall not be eligible for membership in the sick leave bank.
- (d) In order to be eligible for withdrawal from the sick leave bank, a member of the bargaining unit must have exhausted his or her accumulated sick leave time, as well as all other time. However, application for sick leave bank usage may be made when a member of the bargaining unit has ten or fewer sick days remaining, so as to provide time for the sick leave bank committee to make a determination on the application.
- (e) Applications must be accompanied by medical certification outlining the nature of the illness or disability, the length of time the member is likely to be out of work and unable to perform her/his duties due to the illness or disability, and a prognosis as to when the member will be recovered and able to return to work full-time.
- (f) The committee will determine the eligibility of the member for benefits pursuant to this provision by majority vote. Applications receiving less than a majority vote are denied.
- (g) No member of the bargaining unit may be accorded more than 90 days from the bank during any one school year nor more than 190 days during her/his career in the District.
- (h) The benefits pursuant to this provision shall not be available during such time as the applicant is eligible for income continuation under any other program.
- (i) The sick bank committee shall notify the applicant within ten days of its determination. Such decision may be to: grant the application in whole or in part; deny the application; or require additional information as provided herein. The sick leave bank committee may seek additional medical certification from the applicant and/or request that the applicant undergo medical evaluation by an independent medical examiner at the expense of the School District prior to making a determination on the merits. Copies of all sick bank

determinations shall be forwarded to the Superintendent of Schools and the President of the GTF.

5. Compensation for Lost Time

Should an assault on a bargaining unit member occur in the discharge of duties within the scope of his/her employment, and if it results in injury requiring lost time, then the bargaining unit member shall be paid in full for a period not to exceed ninety (90) work days and such paid absence shall not be deducted from any sick leave to which the member is entitled under this Agreement. The payment during this period will be equal to the contract salary minus any payment from Workers' Compensation. A member of the bargaining unit involved in any claim under this Article will, upon request of the Board, submit to examination by the school physician, and may have her/his physician or other representative present during such examination.

6. Family Illness

Up to ten (10) days of accumulated sick leave may be used for family illness. This shall include members of the household, spouses, children, and parents.

7. FMLA and Sick Leave to Run Concurrently

Effective July 1, 2007, FMLA and paid sick leave shall run concurrently.

8. Administrative Leave

Upon application of a teacher, the Board may at any time, for any period of time, for any reason and on such conditions as it in its sole and uncontrolled discretion deems advisable, grant administrative leave to a teacher. Administrative leave, without pay, for up to two (2) years shall be granted to a tenured teacher at his/her request, who is elected to county, state or national office in a teachers' organization, or office in a county, state or national government, provided, however that no more than one (1) such leave shall be granted to an individual teacher in any ten (10) year period. Teachers on administrative leave shall not advance on the salary schedule. Administrative leave, with pay, shall be granted to all teachers summoned for jury duty, provided only that their pay shall be reduced by a per diem or similar payment received by the teacher for such duty.

9. Personal Leave

Each teacher shall be allowed a maximum of four (4) days of leave, with pay, each year for urgent personal reasons, other than personal sickness or injury, such as, but not necessarily

limited to:

- (a) the observance of religious holidays,
- (b) illness or accident in the teacher's immediate family
- (c) a required court appearance, and
- (d) extreme weather conditions rendering travel from distant points excessively hazardous.

The approval of the Superintendent shall be required before personal leave shall be allowed, except that no more than two (2) days of personal leave shall be granted upon a teacher's request therefore without further explanation provided, however, that leave without explanation may not be taken immediately before or after a school holiday. It is the intent of the Board and the GTF that personal leave shall be used sparingly and only for urgent personal business which cannot be attended to on a day or time other than a school day during school hours. In other than emergencies rendering advance notice impossible, request for personal leave shall be submitted to the Superintendent at least three (3) days in advance.

Any days not used for personal leave shall be transferred to accumulated sick days.

#### 10. Death in the Family

Each teacher shall be allowed a maximum of five (5) consecutive days of bereavement leave in the event of the death of a spouse, child, parent, brother, sister, grandparent, father-in-law, mother-in-law, grandchildren and individuals living in the immediate household. In the discretion of the Superintendent, he/she may grant additional bereavement days at the request of the teacher. Leave shall be calculated from the date of such death or the day following such death.

Bargaining unit members shall be entitled to up to a total of one (1) bereavement day per year (not per occurrence) for the death of an aunt, uncle, cousin, niece or nephew.

### **ARTICLE VI – COMPENSATION**

#### 1. Basic Salary Schedule

Effective July 1, 2001, the basic “salary schedule” shall apply to those employed as regular K-12 members of the bargaining unit and permanent substitutes. Facilitators shall receive additional compensation for the additional duties they perform in the amount of \$600. Those employed on the basis of an 11-month calendar shall receive an additional compensation equal to one-tenth (1/10<sup>th</sup>) of their regular compensation computed on the basis of the salary schedule; those employed for less than a full school year shall receive compensation at the rate of 1/10<sup>th</sup>) of their regular compensation for each complete calendar month of employment and at the per diem rate for any days of employment less than a month’s service in accordance with the school calendar.

"Per Diem Rate" shall mean the bargaining unit member's annual compensation divided by the number of work days in that particular school year

The basic salary schedules for each year of this Agreement are attached hereto as Appendix "A"

The effective date of each schedule shall be July 1 of the appropriate school year.

- (a) Effective July 1, 2021: the 2021-22 salary schedules shall reflect a one (1.00%) percent increase over the prior year. Regular step movement.

Effective July 1, 2022: the 2022-23 salary schedules shall reflect a one (1.00%) percent increase over the prior year. Regular step movement.

Effective July 1, 2023: the 2023-24 salary schedules shall reflect a one point five (1.50%) percent increase over the prior year. Regular step movement.

Any Unit member who was on a step above 17 in the 2020-2021 school year covered by a Memorandum of Agreement dated August 30, 2005 (Annexed hereto as Appendix "E".) shall be placed on Step 19 effective July 1, 2021.

- (b) Effective July 1, 2006, Mentors shall receive \$1,300 annually. In addition, the mentor shall receive the equivalent of ten half-days of release time per school year or a prorated amount for less than a full year. These shall be taken by mentor as up to half day per week while school is in session.
- (c) WISE mentors who are not relieved of class assignments may elect to receive either One Hundred (\$100) Dollars or one in-service credit for up to two mentees and Two Hundred (\$200) Dollars or two in-service credits for three or more mentees.

## 2. Salary Credits

- (a) In order to encourage professional growth and enhance teaching skills for the benefit of the District's children, additional study by teacher at an accredited college or university shall entitle the teacher to certain increments ("Salary Credits") which shall be applied to the Salary Schedule in determining the teacher's compensation. Such increments shall be applied in accordance with the terms and conditions hereinafter set forth and shall be available only for courses approved by such college or university for graduate credit and which have been preapproved by the Superintendent or his designee. Prior approval shall be granted for courses focusing on competencies within the teacher's assignment area, teaching methodology, child psychology and/or development, and related courses in the discretion of the Superintendent or his designee. Courses must satisfy the standard 12-hour requirement per graduate hour. No course will be approved that is a correspondence course, TV course, travel course, weekend course, or similar course which lacks a

minimum of contact and supervision of the instructor. In no event shall courses taken to meet provisional certification requirements be credited for salary purposes. The Superintendent must preapprove all courses for salary credit provided such approval shall not be unreasonably withheld.

Normal Procedures:

- i. Member shall request class approval at least 30 school days prior to the commencement of the class.
- ii. The Superintendent shall approve or deny the request no later than 20 calendar days prior to the start of the class.

Expedited Procedures: If a member learns that a course is available on such a date that would make it impossible for the teacher or District to comply with the timelines set forth above, and the member could not have reasonably learned of the course within such timeline, the teacher may request expedited approval. The expedited procedures shall be as follows:

- i. Member shall request class approval as soon as reasonable, but at least 5 school days prior to the start of the class.
- ii. District shall approve or deny the request no later than 48 hours prior to the start of the class. Approval of said class shall not be unreasonably withheld.

(b) Salary adjustments shall be available for graduate credits in cluster of six (6) credit hours, provided, however, that such adjustments shall be made only once each year on or before October 15th, retroactive only to September 1 of the current school year. This subparagraph shall cease to be effective as of June 30, 2001. See subparagraph (f) below.

(c) In-service programs, workshops and seminars connected with staff studies of curriculum, improvement of instruction and organization shall not be credited for salary purposes. Organized courses and workshops such as those conducted by the New York State Education Department, Board of Cooperative Educational Services or accredited colleges or universities, with or without formal academic credit, may, at the discretion of the Superintendent, receive credit for salary purposes. Courses taken to meet provisional certification requirements whether or not in a teacher's immediate duty assignment shall not be credited for salary purposes.

(d) Per credit values between steps on the Salary Schedule shall be as follows:

BA &	BA+5	BA+30	BA+45	MA &
<u>BA+15</u>	<u>BA+30</u>	<u>BA+45</u>	<u>BA+60</u>	<u>MA +15</u>
\$20.00	\$20.00	\$20.00	\$20.00	\$20.00

MA+15	MA+30	MA+60
<u>MA+30</u>	<u>MA+60</u>	<u>&amp; Ph.D.</u>
\$22.00	\$22.00	\$6.67

- (e) Notwithstanding the foregoing, no teacher shall be entitled to salary credits beyond the BA+60 without having earned a Masters' Degree. When a Masters' degree is received, all graduate credits shall be recognized unless the total of credits not applied towards the Masters is less than six (6).
- (f) Effective July 1, 2001, no new salary credits may be earned between lanes. Those members of the bargaining unit who have earned such credits between lanes may continue to receive compensation pursuant to this provision until such time as they make application for a new salary lane. Thereafter, no salary credits between lanes will be recognized.
- (g) Those members of the bargaining unit who have credits beyond M.A. 60 may apply such credits toward movement to the M.A. +75 lane. However, credits between the M.A. 60 and M.A. 75 lane may not include more than 6 in service credits, except for those teachers who, as of June 30, 2001, already have more than 6 in service credits which have been prior approved.
- (h) On-line courses taken for the purpose of professional development, but not to include degree bearing courses, and to exceed six (6) credits in one school year, shall qualify for salary credit if pre-approved by the Committee. The Committee shall total five (5) members and shall be comprised of three (3) members appointed by the GTF, one (1) Member appointed by Central Office, and one (1) Building Level Administrator.

### 3. Prior Service

In the discretion of the Superintendent up to fifteen (15) years credits may be given new teachers for approved teaching services performed within the last twenty (20) years outside of the school district. In the discretion of the Superintendent up to ten (10) years credit may be given new teachers for related non-teaching services performed within the last fifteen (15) years which services shall include active military service, the Peace Corps and Vista which shall be credited at the rate of one (1) year for every two (2) years of such service.

### 4. Extracurricular and Co-curricular Compensation

- (i) Extracurricular - Coaches Salary Schedule

See Appendix "F-1" attached

- (j) Co-Curricular Salary Schedule



See Appendix "F-2" attached

- (k) The Board shall have the right to establish performance requirements for co-curricular positions. Any performance requirements shall be specified at the time of appointment. If the performance requirements are not met the stipend will not be paid. Effective July 1, 2017, a bargaining unit member who is required by the District to supervise a club during the first year of the club shall be paid a co-curricular stipend negotiated by the District and the GTF.
- (l) Nothing herein contained shall preclude the payment of extra compensation pursuant to Article VII, paragraph 2(e) of this agreement.

5. After School Homework Center, Committee on Special Education, Approved Summer Work, Payment for Instructing Courses for Gifted and Talented Before School and After School and Home Instruction Compensation

- (a) Teachers shall be paid an hourly rate of Forty Nine and 00/100 (\$49.00) Dollars for direct in-school instruction and/or home instruction of District students that is required to be performed outside of the workday. The parties further agree that teachers shall be paid an hourly rate of Thirty Eight and 00/100 (\$38.00) Dollars for the supervision of District students that is required to be performed outside of the workday. The parties further agree that teachers shall be paid an hourly rate of Forty Three and 00/100 (\$43.00) Dollars for all other work that is required to be performed outside of the workday.

6. Special Committees

The Superintendent shall have discretion to grant compensatory time to those teachers serving voluntarily on District Committees appointed by the Superintendent where the demands of such committees are extraordinary and require substantial amounts of time beyond the regular working day.

In the event the Building Leadership Council and the District Leadership Council meet in the evening, teachers and teaching assistants shall receive compensatory time or \$15 per session at the discretion of the Superintendent.

7. Longevity

Effective July 1, 2021, bargaining unit members who have completed the following years of service in the District shall receive a longevity payment in each year of subsequent service: Completion of twenty (20) years of service: \$1500, Completion of twenty-five (25) years of service: \$2250, Completion of thirty (30) years of service: \$3250. Longevity payments shall be added to each unit member's annual salary.

## **ARTICLE VII – EMPLOYMENT AND WORKING CONDITIONS**

### 1. Terms of Employment

- (a) Regular K-12 classroom teachers and permanent substitutes shall be employed for a maximum of 188 days during the period from September 1 to June 30 effective with the 2002-2003 school year.
- (b) Guidance counselors, psychologists, home-school counselors, coordinators, the director of student activities and other professional personnel shall be employed on the same basis as regular teachers or on the basis of an eleven (11) month calendar, at the option of the Board.

### 2. Working Day

- (a) The regular working day for all K-12 teachers shall be the equivalent of up to one (1) hour in excess of the pupil's regular school day as determined for each school building by the Superintendent but in no case except for guidance counselors, psychologists and home-school counselors shall the working day exceed seven (7) hours and fifteen (15) minutes. For guidance counselors, psychologists, and home-school counselors the working day shall be seven (7) hours and forty-five (45) minutes until June 30, 2001, at which time the work day shall be seven (7) hours, fifteen minutes. Teachers may be required to report for duty before the first buses for pupils are scheduled to arrive and to remain on duty after the last buses for pupils leave, in the discretion of the building principal, provided however, that teachers required to remain on bus duty at the end of the regular working day shall be given either overtime pay at the rate of Fifteen (\$15) Dollars per hour or compensatory time therefor.

Teachers upon completing their teaching and duty assignments for the day as herein set forth may leave school upon notifying their immediate supervisors or building principal and securing permission therefor. The Board and the GTF recognize that teachers have responsibilities which they readily and willingly perform that extend beyond the pupil's regular school day. Among these responsibilities are classroom preparation, correction of papers, clerical work, record keeping, tutoring, parent-teacher and student-teacher conferences, staff meetings, curriculum planning and development, and in-service training.

- (b) To the extent practicable the time between the end of the pupil's regular school day and the close of the working day shall be devoted to the said responsibilities.
- (c) Not more than one (1) day each week shall be devoted to regular staff and departmental meetings which meetings shall not exceed one (1) hour in length after the close of the pupil's day except in unusual circumstances. Time shall be allowed for GTF announcements not to exceed five (5) minutes in length. Non tenured teachers may be

required to attend additional meetings as provided for in the attached Professional Development Plan. See Appendix “D”.

- (d) Not more than four (4) Back to School Nights/late afternoon or evening student athletic, social or special events held in his/her school building during the school year shall be required of a teacher.
- (e) From the district-wide list of faculty volunteers, teaching and teaching assistants may be selected to perform additional late afternoon and evening activities provided he/she agree and he/she is compensated at the overtime rate. This restriction shall not apply to teachers who receive extra compensation for coaching and co-curricular activities in accordance with Article VI, paragraph 4, of this Agreement. Late afternoon and evening activities are those which extend beyond the regular working day as hereinabove defined.
- (f) Each teacher may be called upon to supervise no more than one (1) club or similar co-curricular student activity each semester for which no additional compensation is provided by Article VI, paragraph 4, of this Agreement, provided, however that such activities shall be conducted not more frequently than once each week when school is in session and shall not extend beyond the teacher's working day and provided further that, to the extent available, qualified volunteers shall first be utilized for such purposes.
- (g) A district-wide list of volunteers shall be formulated by October 1 for supervising late afternoon and evening activities, but the administration shall have complete discretion in choosing from this list. A teacher or administrator shall be designated as the person primarily in charge at each such activity.
- (h) No probationary teacher may serve as a Lead Teacher or supervise a student teacher. Teachers must have a minimum of three (3) years prior teaching experience (whether within or outside of the District) to serve as a “Coordinator.”

3. Teaching Loads, Lunch Periods, Duty Assignments

- (a) Each teacher shall have at least one (1) duty free lunch period each day. Lunch periods shall be as nearly equal as may be feasible throughout the District but in no event shall they be less than thirty (30) minutes in length in grades seventh through twelfth and less than forty (40) minutes in length in grades kindergarten through sixth.
- (b) Each classroom teacher in grades seventh through twelfth shall have the following:
  - (1) the equivalent of no more than ten (10) regular classroom teaching periods within a two (2) day cycle;
  - (2) the equivalent of at least one (1) unassigned preparation period each day;

- (3) teachers in grades 7-12 shall have six (6) unassigned prep periods. Four of the remaining periods may be devoted to such things as, team meetings, curriculum development, extra help, child study team, mentoring, special committees such as scheduling, discipline, and consultation with specialist such as psychologists, speech and language teacher, social worker, reading specialists, Teacher Consultant, resource teacher, guidance counselor, and student supervision.
- (c) To the extent reasonably possible, the Administration shall arrange the schedules of classroom teachers at the secondary school so that each teacher shall have no more than three (3) consecutive classroom assignments.
- (d) To extent reasonably possible, the Administration shall arrange for the rotation of favorable and unfavorable supervisory assignments at the secondary school.
- (e) In grades kindergarten through sixth classroom teachers shall have unassigned preparation periods during such times as their pupils as a group are assigned to special instruction such as physical education, library, music and art. Teachers of such special subjects shall be allowed the equivalent of five (5) such preparation periods. No classroom teacher in grades K through 6 shall teach for more than 2 ½ hours in succession without being provided with 15 minutes relief, per practice.
- (f) Classroom teachers in the elementary school shall have six (6) unassigned preparation periods. One of the six periods may be devoted to consultation with specialists such as psychologists, speech and language teacher, Teacher Consultant, resource teacher, social worker, reading specialists, etc.
- (g) The Board shall make provision in the budget for the purpose of employing a sufficient number of school aides to relieve teachers of cafeteria supervision provided that such aides shall at all times function under direct teacher supervision.
- (h) Lead teachers shall be relieved of teaching and supervisory duties as follows: Lead teachers on the secondary level shall be released from one teaching period and one supervisory period; Lead teachers on the elementary level shall be released from one class per day and from supervisory duties (i.e., bus duty). It is the intention of the District to provide elementary lead teachers additional release time that corresponds to one class period every other day unless this would require hiring additional staff.
- (i) Teachers who travel from building to building shall be allotted appropriate travel time with a maximum of twenty (20) minutes
- (j) Tenured teachers may volunteer to teach a 6<sup>th</sup> period. Assignments will be made based on seniority in tenure area, i.e. the most senior tenured volunteer is granted the assignment. Compensation will be the equivalent of one-fifth (1/5) of the volunteer's annual salary.

There will be no lay-offs due to the implementation of this 6<sup>th</sup> period assignment policy. Lead teachers are not eligible for 6<sup>th</sup> period assignments.

- (k) If a member's duties are performed in more than one building, the District shall designate one of the buildings as the "home building" for purposes of staff development and after school requirements. However, notwithstanding the designation, bargaining unit members may be required to attend staff development and/or afterschool meetings and/or events at either building, provided that: such bargaining unit members shall not be required to attend more staff development and/or afterschool meetings and/or events than bargaining unit members assigned to only one (1) building; any after-school meetings shall be contiguous with the end of the bargaining unit member's regular working day at the building in which they are working on that day; and/or such bargaining unit members shall not have their regular working day extended by attendance at any after-school meetings in a different building.
- (l) Guidance counselors, psychologists and social workers shall not be required to attend Professional Learning Communities meetings on student early dismissal days, during which time they can complete their other professional responsibilities.
- (m) Social Workers, Guidance Counselors, School Psychologists, Speech Therapists and all other related service providers shall be granted the equivalent of one (1) school day per year for the purposes of completing annual review reports, to be scheduled during Annual Review months, as mutually agreed upon between the eligible bargaining unit member and his/her Building Principal.
- (n) Special Education Teachers shall be granted a maximum of two (2) days per year for the purpose of completing annual reviews reports, IEPs, and testing and scoring, to be scheduled during Annual Review months or as needed, as mutually agreed upon between the teacher and his/her Building Principal.

#### 4. Class Size

- (a) The maximum class size for pre-kindergarten through first grade shall be twenty-two (22). In grades two (2) through six (6) the maximum class size shall be twenty-five (25). In grades seven (7) through twelve (12) the maximum class size shall be twenty-seven (27). Should a class exceed the above maximum sizes it shall be divided. However, if a class exceeding the above maximum sizes cannot be divided due to a lack of adequate classroom space, the District will provide teaching assistant support to the class as an alternative to dividing the class.
- (b) Classes in physical education kindergarten through grade 6 shall not exceed twenty-eight (28) and classes in physical education in the secondary school grades 7 through 12 shall not exceed thirty (30).

5. Joint Committee on Special Education

The Administration and the GTF shall establish a joint committee which shall meet on a regular basis to discuss problems related to the special education requirements of preparing I.E.P.'s and conferencing with parents.

6. Sign In / Sign Out

Teachers shall sign in and out using the District's Timepiece system when they first arrive at a building at the beginning of the day and when they leave at the end of the day. An adequate number of machines shall be provided to prevent lines and delays at the beginning and end of the day. A hand sanitizer dispenser shall be accessible at each Timepiece unit. The sign in/sign out Data Records from the Timepiece system shall be used to monitor member lateness. A committee of GTF members appointed by the GTF, and a building administrator in each building shall be convened to create procedures that shall be used to monitor lateness. Procedures shall be equitable in all worksites. Timepiece machines shall be accessible for sign in/sign out before and after the school day. Bargaining unit members will have the option to sign in and sign out using an electronic keycard or the biometric finger scanner.

7. Lesson Frameworks

The development of lesson frameworks by and for the use of the teacher is a professional responsibility vital to effective teaching. The organization, format, notation, and other physical aspects of the lesson framework will be mutually agreed upon by committee with a particular set of standards for the elementary level and the secondary level. Lesson frameworks are to be accessible to a principal or supervisor upon request within 24 hours. A committee of GTF members appointed by the GTF, and a building administrator in each building shall be convened to develop the lesson framework. Procedures shall be equitable in all worksites.

**ARTICLE VIII – TRANSFERS**

- (a) A teacher may make a written request for a voluntary transfer where a vacancy exists and where the teacher is qualified for the position applied for and where, in the discretion of the superintendent and the building principal such transfer is in the best interests of the district, the teacher and the children. The final determination with regard to an application for voluntary transfer shall rest in the sole discretion of the Superintendent.
- (b) In the event that the Superintendent determines to involuntarily transfer a teacher, written notice of the transfer will be provided to the teacher. The teacher may, within 5 school days of receipt of such notification, request, in writing, a meeting with the Superintendent. Such a meeting shall be held within ten (10) school days of the request.

The Superintendent's determination with regard to such involuntary transfer shall be final.

### **ARTICLE IX – EARLY CHILDHOOD PROGRAM**

1. All terms and conditions for members of the bargaining unit assigned to the Early Childhood Program ("ECP") shall be the same as bargaining unit members assigned to grades K – 12, except as provided for herein and as provided for in the Article pertaining to teaching assistants.
2. Effective with the 2000-2001 school year, members of the bargaining unit assigned to ECP shall be employed for a maximum of 180 days.
3. The regular working day for members of the bargaining unit assigned to ECP shall not exceed seven (7) hours.
4. Effective with the 2003-2004 school year, salaries for members of the bargaining unit assigned to ECP, other than teaching assistants, shall be 92.44% of the appropriate step of the master's column (MA only) found in Appendix "A-1" through "A-3" reflecting the relationship between the workday and work year of ECP and K-12 teachers.
5. Where appropriate, step movement for teachers assigned to ECP shall be one-half step per year. Half steps shall be calculated as an average of the step from which the teacher was on and to which the teacher is moving. (i.e., MA 1 ½ equal to the average of MA 1 and MA2). Unit members assigned to ECP shall make a full step movement from 2004/05 to 2005/06 and thereafter.
6. In the event a teacher assigned to ECP is assigned to a K-12 position, he/she shall be credited for salary purposes with one year of service for every two years of service in ECP.

### **ARTICLE X – GRIEVANCE PROCEDURE**

#### 1. Objective

It is the declared objective of the Board and the GTF to encourage the prompt and informal resolution of grievances as they arise and to provide recourse to orderly procedures for their satisfactory adjustment.

#### 2. Definitions

- (a) "Teacher" shall mean any person directly employed by the Board included in the negotiating unit hereinbefore defined, or any number of such employees similarly affected by an alleged grievance.

- (b) Grievance shall mean a complaint by a teacher or by the GTF through its officers that there has been a violation, misinterpretation, or inequitable application of any of the provisions of this Agreement, except that the term "grievance" shall not apply to:
  - (1) any matter as to which the Board is without authority to act, or
  - (2) the denial of tenure or dismissal of a teacher, or
  - (3) a determination pursuant to Article IV, paragraph 1.
- (c) "Days" shall mean school days. Saturdays, Sundays, and legal holidays shall be excluded in computing the number of days within which action must be taken or notice given.
- (d) "Immediate Supervisor" shall mean:
  - (1) the administrator to whom the teacher is directly responsible, i.e., his/her building principal, or assistant principal, or
  - (2) the person designated in the operational organization plan as the immediate supervisor.

### 3. Basic Principles

- (a) Teachers shall have the right to present grievances in accordance with these procedures, free from coercion, interference, restraint, discrimination or reprisal.
- (b) A teacher shall have the right to be represented at any stage of the procedures hereinafter set forth by a person or persons of his/her own choice provided that such person is not an officer in a teacher's organization other than GTF and provided that a GTF representative shall be permitted to audit any grievances beyond Level One.
- (c) Each party to a grievance shall have access at reasonable times to all written statements and records pertaining thereto and shall have the right to obtain copies thereof.
- (d) All hearings shall be confidential, unless requested otherwise by the aggrieved party.
- (e) The number of days indicated at each level shall be considered as maximum, and every effort should be made to expedite the process. The time limits may be extended by mutual consent in writing, by the authorized representative of each party. Any grievance involving a group of teachers or more than one school, or broad policy questions, may be initiated, with the consent of the Superintendent, beginning at Level Two. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, all parties shall use their best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.



4. Level One

- (a) The teacher or the GTF shall present the grievance to the immediate supervisor within twenty (20) days after the act giving rise to the grievance, on a mutually agreeable form.
- (b) Within five (5) days after presentation of the grievance to him/her, the immediate supervisor shall render his/her decision in writing to the teacher and the GTF.

5. Level Two

- (a) If the grievance is not settled at Level One, the teacher or the GTF may, within five (5) days after the decision is rendered or due, make a written request to the Superintendent or his designee for review and determination of the grievance.
- (b) The Superintendent or his designee shall hold a hearing and render a decision within seventeen (17) days of receipt of the request. Such decision shall be communicated in writing to the teacher and the GTF.

6. Level Three

- (a) If the grievance is not satisfactorily resolved at Level Two, the teacher or the GTF may, within five (5) days after the Level Two decision is rendered or due, make a written request to the Board for review by the Board. In its discretion the Board may grant a review based upon such terms and conditions as it may deem advisable. If the Board determines not to grant a review, it shall so inform the teacher and/or the GTF within ten (10) days of its receipt of the written request.
- (b) If the Board determines to review the grievance, the Board shall hold a hearing and thereafter make its decision, which shall be communicated in writing to the teacher and/or the GTF. The communication of the decision shall be made within twenty (20) days after the Board has received the written request in accordance with (a) above.

7. Level Four

- (a) If the grievance is not satisfactorily resolved at Level Three, the GTF may, within thirty (30) days following the expiration of the time limits set forth in 6 above, submit the grievance to arbitration pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association.
- (b) The decision of the arbitrator shall be final and binding provided, however, that the arbitrator shall have no power to alter or modify any express provision of this Agreement or to render any award or determination which affects any such alteration or modification.

- (c) The cost for the services of the arbitrator shall be shared equally by the Board and the GTF.

8. Preservation of Documents

All written statements and documents presented by all parties to a grievance and all formal opinions and recommendations incident thereto shall be filed with the Clerk of the Board by the person(s) having possession thereof at the time of the final resolution of the grievance. Such documents shall be kept on file by the Clerk for a period of three (3) years after which they may be destroyed by shredding and burning.

**ARTICLE XI – HEALTH AND WELFARE**

1. Health Insurance

- (a) The District shall continue to offer teachers a choice of one (1) of three (3) group health insurance programs- Oxford, HIP, SWSCHP. The Board may substitute for one of its plans with a plan of equivalent benefits. The GTF shall have meaningful consultation in the selection of any such substitute plan.

Effective February 1, 2017, the Oxford health insurance plan shall no longer be made available to:

- (1) Bargaining unit members hired on or after February 1, 2017;
- (2) Current bargaining unit members who do not have Oxford health insurance as of February 7, 2017;
- (3) Current bargaining members who change health insurance plans from the Oxford health insurance plan to another plan, on or after February 1, 2017.

The District shall offer the above teachers a choice of one (1) of two (2) group health insurance programs- HIP or SWSCHP.

- (b) The District shall contribute for each teacher who works half time or more who chooses to participate the equivalent of no less than ninety-five (95%) percent of the individual cost and seventy-five (75%) percent of the additional cost for family coverage within the health insurance plan and the teacher shall contribute the balance. "Half time" means three and one-half (3 ½) hours for elementary teachers and three (3) teaching periods for secondary teachers.

Effective July 1, 2013, the District contribution level for individual coverage shall be 93.5% of the individual cost. Effective July 1, 2014, the District contribution level for individual coverage shall be 92.5% of the individual cost. Effective July 1, 2013, the District contribution level for members of the bargaining unit choosing the Oxford option shall be 90% of the individual cost, except the standard contribution levels shall apply

for: 1) teaching assistants; and, 2) other unit members who submit an irrevocable letter before July 1, 2013 indicating an intent to switch to SWSCHP at the next available open enrollment period, and then do so switch to SWSCHP.

- (c) Teachers who retired from the District into the New York State Teachers Retirement System (NYSTRS) on or after June 30, 1985 through July 1, 1988 shall be governed by subsection (b) above.
- (d) Teachers who retired from the District into the NYSTRS after ten (10) years service with the District after July 1, 1988 through July 1, 2007 shall be governed by subsection (b) above.
- (e) Teachers who were hired after June 30, 2007 and who retire into the NYSTRS after twenty (20) years of service with the District in the GTF bargaining unit shall be governed by subsection (b) above.
- (f) The following rules apply to teachers hired prior to July 1, 2007 who retire into the NYSTRS on or after July 2, 2007: (1) those who retire into the NYSTRS after fifteen (15) years of service with the District in the GTF bargaining unit shall be governed by subsection (b) above; (2) members of Tier 1 of the NYSTRS who retire into the NYSTRS after ten (10) years of service with the District in the GTF bargaining unit and whose age plus years of service with the District at the time of retirement is sixty-five or greater shall be governed by subsection (b) above; (3) members of Tiers 2, 3 and 4 of the NYSTRS who retire into the NYSTRS after ten (10) years of service with the District in the GTF bargaining unit whose age plus years of service with the District at the time of retirement is seventy-two or greater shall be governed by subsection (b) above; and (4) those who retire into the NYSTRS under disability retirement after ten (10) years of service with the District in the GTF bargaining unit shall be governed by subsection (b) above.
- (g) The parties shall establish a health insurance advisory committee to review the current plans offered by the District to members of the bargaining unit, the cost effectiveness of those plans and alternative options for the provision of health insurance to members of the bargaining unit. The Committee shall be made up of equal representation chosen by the Superintendent of Schools and the President of the Union. The Committee shall issue a report to the parties on its findings and recommendations no later than the February 28, 2014.

## 2. Welfare Fund

The Board shall contribute the following amount per member of the bargaining unit who works half time or more into a GTF administered welfare fund which will be used to purchase

insurance designated by the trustees of the fund. "Half time" means as defined in paragraph 1 above:

July 1, 2004-06	\$ 1,648.00
July 1, 2007	\$ 1,705.58
July 1, 2008	\$ 1,765.27

Effective July 1, 2016, the annual District contribution to the GTF Welfare Fund per eligible bargaining unit member shall be reduced by \$400.00 per eligible bargaining unit member (i.e., the annual contribution shall be \$1,365.27 per eligible bargaining unit member). This provision reducing the annual District contribution to the GTF Welfare Fund per eligible bargaining unit member shall sunset and no longer be effective, notwithstanding §209-a(1)(e) of the Civil Service Law, as of June 30, 2018 (i.e., the annual contribution shall be \$1765.27 per eligible bargaining unit member effective July 1, 2018).

An agreement entered into between the parties setting forth how payments into this Fund shall be made is attached as Appendix "B." Effective July 1, 1997, the district shall establish §125 and 129 plans.

3. Deferred Income Annuities

Upon written application of a member of the negotiating unit for payroll deduction, a proper deduction shall be made periodically from his/her salary for the purpose of enabling the bargaining unit member to participate in a deferred income annuity program approved by the Board provided, however, that such participation shall be at the sole cost and expense of the bargaining unit member, and the Board and the District shall assume no obligation with respect thereto.

4. Employee Assistance Program

A committee shall be established from among members of each of the bargaining units recognized by the Board. The Committee shall study employee assistance programs and determine which one shall be utilized by the District.

5. Smoking Policy

There shall be no smoking in any building. Smoking shall not take place on school property while there is a school activity taking place.

6. Retirement Incentive

(a) A teacher or teaching assistant who qualifies for health insurance in retirement pursuant to Article XI shall be eligible for a retirement incentive during the first school year that the teacher/teaching assistant becomes eligible to retire without penalty into the New

York State Teachers Retirement System and does so by submitting an irrevocable letter of resignation in writing to the District no later than January 15<sup>th</sup> of that school year with the resignation for the purpose of retirement to be effective June 30. Any teacher/teaching assistant who qualifies for health insurance in retirement pursuant to Article XI shall be eligible for a retirement incentive if the teacher/teaching assistant retires during the first school year that the teacher/teaching assistant becomes eligible to retire with penalty into the New York State Teachers Retirement System and does so by submitting an irrevocable letter of resignation in writing to the District no later than January 15<sup>th</sup> of that school year with the resignation for the purpose of retirement to be effective June 30. Notwithstanding the provisions of Article XI of this Agreement, the incentive benefit to be accorded to such eligible teacher shall be health insurance in retirement for the first ten (10) years of such retirement at no cost to the teacher if the teacher chooses and is eligible for family coverage, and fifteen (15) years of coverage at no cost if the teacher chooses single coverage. For teaching assistant members of the bargaining unit this provision shall apply on the same basis as for teachers except that the number of years of no cost health insurance in retirement shall be four years for teaching assistants choosing family coverage and six years for those choosing single coverage. Retirement contribution toward health insurance in retirement shall commence once the appropriate number of years enjoyed by the retiree under this paragraph have been completed such that at the end of the fifteen (15), ten (10), six (6), or four (4) year periods referenced in this paragraph, the unit member shall make the percentage contribution towards health insurance they would have made immediately following retirement, unless subsequent collective bargaining agreements alter said percentage of contribution.

On a one time only basis, those members of the bargaining unit who are eligible to retire without penalty prior to September 1, 2013, whether first time eligible or not, will be allowed to submit an irrevocable letter of resignation for the purpose of retirement no later than May 1, 2013 to be effective June 30, 2013 and be eligible for this benefit. Also, on a one time only basis, those members of the bargaining unit who are eligible to retire with penalty prior to September 1, 2013, will be allowed to submit an irrevocable letter of resignation for the purpose of retirement no later than May 1, 2013 to be effective June 30, 2013 and be eligible for this benefit immediately following retirement, unless subsequent collective bargaining agreements alter said level of contribution.

## **ARTICLE XII – NATIONAL TEACHER CERTIFICATION RECOGNITION**

Effective July 1, 2001, members of the bargaining unit who obtain National Teacher Certification may make application for recognition by the District of a one-time award upon presentation to the District of proof of such certification. Application for this award should be made by March 1 of the given school year after receipt of certification, with recognition award to be payable in the subsequent school year. No more than three teachers will receive such recognition award in any one budget year with any additional teachers beyond the three to be paid in order of seniority in the next subsequent year with the understanding that no more than three teachers will receive such award in any one budget year.

The award to the teacher shall be reimbursement for all expenses undertaken by the teacher not waived or reimbursed by another entity as well as a cash award, with the total of the reimbursement and award of a one-time payment per certification not to exceed \$5,000.00. This amount shall not be part of the teacher's base salary.

In the event more than three teachers qualify in a school year, the awards will be paid in order of seniority within the District. Any teacher who qualifies but is unpaid shall be eligible to receive the award in the following school year.

### **ARTICLE XIII – SAVINGS CLAUSE**

If any provision of this Agreement is or shall at any time be declared to be contrary to law or applicable regulation then such provision shall not be applicable or performed or enforced and all other provisions of this Agreement shall continue in full force and effect provided, however, that when any such provision shall be a teacher benefit subject to monetary computation then equivalent money shall be expended in another mutually agreed upon teacher's benefit.

### **ARTICLE XIV – MATTERS NOT COVERED**

The parties agree that to the extent agreement is possible on negotiable items it has been reached in this Agreement and that negotiations will not be reopened on any item, whether contained herein or not, during the life of this Agreement; that negotiations for subsequent Agreement will commence on or about January 15, 2021, and except that the parties may agree to reopen negotiations on any subject. The parties further agree that they will negotiate the terms and conditions of teaching in summer school in the event the District determines to operate a summer school.

### **ARTICLE XV – TEACHING ASSISTANTS TERMS AND CONDITIONS OF EMPLOYMENT**

#### **A. FAIR PRACTICES**

1. Organization Membership

Same as teachers.

2. Non-Discrimination

Same as teachers.

3. Organizational Activities

Same as teachers.

B. TEACHING ASSISTANT

1. Personnel Files

Same as teachers.

2. Evaluation Procedure

Evaluation of teaching assistants shall take place in a manner consistent with the Annual Professional Performance Review attached hereto as Appendix "C".

C. SICK LEAVE

1. Full-time members shall be entitled to leave with pay up to fifteen (15) working days each school year for personal illness or injury. Half-time members of the unit shall be entitled to seven and one-half (7 1/2) working days of each school year for personal illness or injury.

2. All members shall accumulate unused sick leave to a maximum of 180 days.

3. Unused sick leave, upon retirement into the Retirement System, shall be compensated at \$20.00 per day up to the maximum for teaching assistants who have at least ten (10) years of continuous service with the District at retirement.

4. Effective July 1, 2007, in the case of a teacher/teaching assistant who has been absent for seven (7) consecutive days charged to sick leave, the teacher/teaching assistant may be required by the Administration to provide written verification from a licensed medical doctor confirming that the teacher/teaching assistant was unable to perform the duties of his/her position due to personal illness or injury and the expected date of return to duty. This same verification requirement may be required in all occasions of illness charged to sick leave where the teacher/teaching assistant has used twenty (20) days of sick leave in a two (2) year period. Absences which have been supported by written verification by a licensed medical doctor shall not be included in determining whether twenty (20) days of sick leave have been used. Verification from a nurse practitioner or a physician's assistant will be acceptable if provided on the letterhead of a licensed medical doctor. Absences which occurred during the 2006/07 school year may be relied upon by the District to establish a pattern of absences.

Effective February 7, 2017, in the case of a teacher/teaching assistant who has been absent for four (4) consecutive days charged to sick leave, the teacher/teaching assistant may be required by the Administration to provide written verification from a licensed medical doctor confirming that the teacher/teaching assistant was unable to perform the duties of his/her position due to personal illness or injury and the expected date of return to duty. Effective September 1, 2017, this same verification requirement may be required

in all occasions of illness charged to sick leave where the teacher/teaching assistant has used fifteen (15) days of sick leave in a two (2) year period. Absences which have been supported by written verification by a licensed medical doctor shall not be included in determining whether fifteen (15) days of sick leave have been used. Verification from a nurse practitioner or a physician's assistant will be acceptable if provided on the letterhead of a licensed medical doctor. Absences which occurred during the 2016/17 school year may be relied upon by the District to establish a pattern of absences.

#### D. PERSONAL LEAVE

1. Each full-time member hereinbefore defined shall be allowed a maximum of five (5) days of leave, with pay, for urgent personal reasons, other than sickness or injury, such as, but not necessarily limited to:
  - (a) the observance of religious holidays,
  - (b) illness or accident in the immediate family
  - (c) required court appearance, and
  - (d) extreme weather conditions rendering travel from distant points excessively hazardous.
2. The approval of the Superintendent shall be required before personal leave shall be allowed, except that no more than two (2) days of personal leave shall be granted upon a member's request therefore without further explanation, provided however, that leave without explanation may not be taken immediately before or after a school holiday. It is the intent of the Board and the GTF that personal leave shall be used sparingly and only for urgent personal business which cannot be attended to on a day or time other than a school day during school hours. In other than emergencies rendering advance notice impossible, request for personal leave shall be submitted to the Superintendent at least three (3) days in advance.
3. Half-time teaching assistants personal leave shall be prorated on a half-time basis
4. Effective July 1, 2016, any personal days not used by teaching assistants at the end of the school year shall be accumulated into the teaching assistant's unused accrued sick days.

#### E. LEAVE FOR DEATH IN THE FAMILY

Same as teachers.

#### F. EDUCATIONAL LEAVE

1. After the completion of one or more years of service in the negotiating unit, any member shall be eligible for leave of absence without pay for a period of one semester, or one (1)



school year, to pursue a program containing no less than six credit hours per semester in accordance with a written plan for education to be approved by the Superintendent.

2. No more than six (6) members may be granted educational leave in any one (1) school year. If more than six (6) members shall request such a leave and be eligible therefore, the members with the greatest seniority in the District shall be afforded the preference provided that seniority for this purpose shall commence with service following educational leave for those members who have taken such leave.
3. Request for educational leave shall be submitted to the Superintendent and building principal in writing on or before May 1st and December 1st of the school semester preceding that period during which the leave is sought.
4. Only one (1) educational leave may be granted to a member in any five (5) year period.

#### G. WORKSHOPS

1. Each member shall be allowed two (2) days per school year to attend, with pay, workshops with educational benefits for their duties in the District, operated by agencies other than the Greenburgh Central School District. Notification in writing shall be given by the member to the teacher with whom he/she works, and to the building principal at least one (1) week prior to the prospective day or days of attendance, provided both the teacher and building principal may waive the notice period. (See also Article IV, paragraph 13, Professional Conferences and Meetings, Teachers Contract.)
2. A first year teaching assistant shall be provided with two (2) orientation and training workshops which shall take place during the workday. The first shall be on the Superintendent's Conference Day and the second shall be on a day mutually agreed to by the GTF and the Superintendent. The workshops shall be jointly planned by the GTF, the Teachers' Center and the Administration.

#### H. CHILDBEARING AND CHILDCARE LEAVE

Same as teachers.

#### I. JURY DUTY

Same as teachers.

#### J. SALARY SCHEDULE

See Appendix "A-1" through "A-3"

K. This section has been deleted

L. CLASS COVERAGE

1. When a member is in charge of a class without a teacher being present for a period of forty (40) minutes within an entire day, but no more than three (3) hours, such member shall receive his/her regular salary plus \$30.00 provided said member is properly licensed pursuant to 80.33(b) of the Regulations of the Commissioner of Education. Effective July 1, 2021, such member shall receive his/her regular salary plus \$50.00. It is understood that the principal of the building will administer this procedure.
2. When a member is in charge of a class without a teacher being present for a period in excess of three (3) hours such member shall receive his/her regular salary plus \$40.00, provided said member is properly licensed pursuant to 80.33(b) of the Regulations of the Commissioner of Education. Effective July 1, 2021, such member shall receive his/her regular salary plus \$60.00. It is understood that the principal of the building will administer this procedure.
3. Members employed on a part-time basis shall be compensated proportionately in accordance with the payments set forth in 1 and 2 above.

M. SALARY PAYMENTS

Same as teachers.

N. TUITION REIMBURSEMENT

1. During each school year of this agreement, the Board shall provide the sum of Two Thousand (\$2,000.00) Dollars to be available for the cost charged to taking courses at accredited teaching institutions at the college or university level. The contractual tuition reimbursement of \$2,000.00 shall be divided equally in two half yearly segments, not to exceed \$1,000.00 for each half year (January 1st-June 30th; July 1st-December 31st). Any funds not expended in one half year shall be added to second half, or in the event of carry over which shall be limited to a maximum of \$1,000.00 to the next school year provided however that the Board shall not be required to spend any more than \$3,000.00 in any one school year for this program. Additionally, if at the end of the entire school year there should be money still available, this money is to be redistributed percentage-wise to the applicants.
2. No teaching assistant shall be paid for tuition expenses incurred during the employee's first year until he/she has returned after one full year of service.
3. A committee of teaching assistants not to exceed four appointed by GTF President and an administrator shall approve tuition costs to insure equitable distribution.

4. No reimbursement for tuition shall be considered by the Committee unless there is evidence of:
  - (a) Prior approval by the Superintendent or his designee.
  - (b) Payment-canceled check or receipt.
  - (c) Course completion with passing grade-transcript or statement from agency sponsoring course.
  - (d) Reimbursement only considered for those on staff during applicable period.
5. Applications for tuition reimbursement are to be submitted by October 1 for courses taken during the previous spring and summer session and March 1 for the previous fall session.

O. EMPLOYMENT AND WORKING CONDITIONS

1. Effective July 1, 2021, the workday for TAs shall be increased from six (6) hours and forty (40) minutes to seven (7) hours and fifteen (15) minutes (same as teachers).
2. The work year shall be the same as the teachers except that teaching assistants shall attend the Teacher Orientation Day and one other Superintendent's Conference Day.
3. Vehicles of members shall not be used to transport children.
4. No member shall perform any work outside of the workday unless assigned with the approval of the Superintendent or his designee. As a result of said assignment, teaching assistants shall be paid an hourly rate of Twenty-Five and 00/100 (\$25.00) Dollars for mentoring that is required to be performed outside of the workday. The parties further agree that teaching assistants shall be paid an hourly rate of Twenty and 00/100 (\$20.00) Dollars for supervision that is required to be performed outside of the workday.

Effective July 1, 2017, teaching assistants shall be paid an hourly rate of Twenty-Eight and 00/100 (\$28.00) Dollars for mentoring that is required to be performed outside of the workday. The parties further agree that teaching assistants shall be paid an hourly rate of Twenty-Three and 00/100 (\$23.00) Dollars for supervision that is required to be performed outside of the workday.

5. Each full-time member shall have at least one (1) duty-free lunch period each day.
6. Members shall be given consideration as substitutes for the teachers to whom they are assigned.
7. Every effort shall be made by principals to provide daily time for teaching assistants to plan, with teachers, the programs and services they provide for the children.

P. REDUCTIONS IN FORCE

1. In the event of the elimination of the teaching assistant positions in the District, members shall be laid off in reverse order of seniority and placed on a recall list for appointment to a teaching assistant vacancy that may thereafter occur. Members placed on the list shall be recalled based on seniority and shall be entitled to remain on the list for three (3) years from the date of lay off. Seniority shall be calculated based upon full time continuous service. An approved leave of absence shall not constitute an interruption in service.
2. Excessed members shall receive preference for employment as permanent or per diem teaching assistant substitutes.
3. All benefits shall be restored to the member upon recall.
4. A seniority list in writing shall be made available to the GTF twice during each school year. The GTF within forty-five (45) days after receiving the seniority list will advise the District as to any corrections it believes to be necessary concerning the placement of teaching assistants on the list. The placement of teaching assistants on the list shall not be binding on the GTF or on individual members.

Q. GRIEVANCE PROCEDURE

1. Objective

It is the declared objective of the Board and the GTF to encourage prompt and informal resolution of grievances as they arise and to provide recourse to orderly procedures for their satisfactory adjustment.

2. Definitions

- (a) "Member" shall mean any person directly employed by the Board included in the negotiating unit hereinbefore defined, or any number of such employees similarly affected by an alleged grievance.
- (b) "Grievance" shall mean a complaint by a member or by the GTF through its officers that there has been a violation, misinterpretation, or inequitable application of any of the provisions of the Agreement, except that the term "grievance" shall not apply to:
  - (1) any matter as to which the Board is without authority to act, or
  - (2) the denial of tenure or dismissal of a member.

- (c) "Days" shall mean school days. Saturdays, Sundays, and legal holidays shall be excluded in computing the number of days within which action must be taken or notice given.
- (d) "Immediate Supervisor" shall mean:
  - (1) the administrator to whom the member is directly responsible, i.e., his/her building principal or assistant principal, or
  - (2) The person designated in the operational organization plan as the immediate supervisor, but in no case the teacher or teachers in whose class the member is assigned.

### 3. Basic Principles

- (a) Members shall have the right to present grievances in accordance with these procedures, free from coercion, interference, restraint, discrimination or reprisal.
- (b) A member shall have the right to be represented at any stage of the procedures hereinafter set forth by a person or persons of his/her own choice provided that such person is not an officer in a teaching assistant's organization other than the GTF and provided that an GTF representative shall be permitted to audit any grievances beyond Level One.
- (c) Each party to a grievance shall have access at reasonable times to all written statements and records pertaining thereto and shall have the right to obtain copies thereof.
- (d) All hearings shall be confidential, unless requested otherwise by the aggrieved party.
- (e) The number of days indicated at each level below shall be considered as maximum, and every effort should be made to expedite the process. The time limits may be extended by mutual consent in writing by the authorized representative of each party. Any grievance involving a group of members or more than one school, or broad policy questions, may be initiated, with the consent of the Superintendent, beginning at Level Two. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, all parties shall use their best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.

4. Level One

- (a) The member or the GTF shall present the grievance to the immediate supervisor within twenty (20) days after the act giving rise to the grievance, on a mutually agreeable form.
- (b) Within five (5) days after presentation of the grievance to him/her, the immediate supervisor shall render his/her decision in writing to the member and the GTF.

5. Level Two

- (a) If the grievance is not settled at Level One, the member or the GTF may, within five(5) days after the decision is rendered or due, make a written request to the Superintendent or his designee for review and determination of the grievance.
- (b) The Superintendent or his designee shall hold a hearing and render a decision within seventeen (17) days of receipt of the request. Such decision shall be communicated in writing to the member and the GTF.

6. Level Three

- (a) If the grievance is not satisfactorily resolved at Level Two, the member or the GTF may, within five (5) days after the Level Two decision is rendered or due, make a written request to the Board for review by the Board or its designee. In its discretion the Board may grant a review based upon such terms and conditions as it may deem advisable. If the Board determines not to grant a review, it shall so inform the member and/or the GTF within ten (10) days of its receipt of the written request.
- (b) If the Board determines to review the grievance, the Board or its designee shall hold a hearing and thereafter make its decision, which shall be communicated in writing to the member and/or the GTF. The communication of the decision shall be made within twenty (20) days after the Board has received the written request in accordance with (a) above.

7. Level Four

- (a) If the grievance is not satisfactorily resolved at Level Three, the GTF may, within thirty (30) days following the expiration of the time limits set forth in 6 above, submit the grievance to arbitration pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association.
- (b) The decision of the arbitrator shall be final and binding provided, however, that the arbitrator shall have no power to alter or modify any express provision of this

Agreement or to render any award or determination which affects any such alteration or modification.

- (c) The cost for the services of the arbitrator shall be shared equally by the Board and the GTF.

8. Preservation of Documents

All written statements and documents presented by all parties to a grievance and all formal opinions and recommendations incident thereto shall be filed with the District Clerk by the person(s) having possession thereof at the time of the final resolution of the grievance. Such documents shall be kept on file by the Clerk for a period of three (3) years after which they may be destroyed by shredding and burning.

R. HEALTH, WELFARE AND INSURANCE

The teaching assistants shall be full members of the Greenburgh Teachers Federation Welfare Fund and shall be covered for all the benefits the plan provides. The amount paid for the teaching assistants shall be:

July 1, 2004-06	\$ 1,410.00
July 1, 2007	\$ 1,459.35
July 1, 2008	\$ 1,510.42

S. HEALTH INSURANCE

Same as teachers.

T. REASSIGNMENT

- 1. Transfers  
Same as teachers.

U. DISMISSAL

After a determination by the Superintendent to discharge a member, prior to any further action thereon by either the Superintendent or the Board, the members shall be informed of the decision and shall within five (5) days after the giving of such notice have the right to request a conference with the Superintendent, at which time the basis for such recommendation shall be disclosed. The member may, within five (5) days thereafter, seek a review by the Board or its designee, by making a written request for a further review by it. The written request shall include the determination of the Superintendent or his designee, and the reasons for the dissatisfaction. The Board or its designee shall promptly schedule a hearing at which the member may appear, with representation by legal counsel or otherwise, may present reasons for disagreement with the determination, and produce such proof of facts as in the member's

opinion is appropriate. The Board or its designee may request staff personnel to appear and set forth such facts or grounds as in the opinion of such personnel support the Superintendent's determination. The Board or its designee shall render an opinion with respect to such appeal which shall be final, provided that if rendered by a designee, such designee shall submit its opinion to the parties and to the Board, and the Board may, but need not, take such further action as in its sole discretion may be appropriate.

V. NO STRIKE PLEDGE

Same as teachers.

W. MATTERS NOT COVERED

Same as teachers.

X. LEGISLATIVE ACTION

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 legislative body has given approval.

Y. SAVING CLAUSE

If any provision of this Agreement is or shall at any time be declared to be contrary to law, then such provision shall not be applicable or performed or enforced and all other provisions of this Agreement shall continue in full force and effect.

Z. MILITARY LEAVE

Same as teachers

AA. LONGEVITY

Effective July 1, 2021, bargaining unit members who have completed the following years of service in the District shall receive a longevity payment in each year of subsequent service: Completion of twenty (20) years of service: \$700, Completion of twenty-five years of service: \$1125, Completion of thirty (30) years of service: \$2250. Longevity payments shall be added to each unit member's annual salary.



**ARTICLE XVI – DURATION OF THE AGREEMENT**

The effective date of this Agreement and each of its provisions unless otherwise specifically noted shall be July 1, 2021 and shall continue in force until June 30, 2024

**IN WITNESS WHEREOF**, the undersigned have affixed their signatures the day and year first above written.

GREENBURGH CENTRAL SCHOOL DISTRICT

By

  
Dr. Linda Iverson, Superintendent of Schools

FOR: BOARD OF EDUCATION

By

  
Tracy Mairs, Board President

FOR: GREENBURGH TEACHERS FEDERATION

By

  
James L. Bell, President

# **APPENDIX A- SALARY SCHEDULES**

2021-22 Salary Schedule (New 2020-2021 plus 1% increase)

Step	BA	BA15	BA 30	MA	MA15	MA30	MA60	PHD	ECP	TA	TAA	TAL1	TAL2	TAL3	TAPP
Step 1	58,480	60,621	62,735	67,325	69,660	72,019	76,730	78,175	62,357	24,622	25,513	23,729	24,324	25,215	26,108
Step 2	60,262	62,389	64,520	69,100	71,458	73,806	78,521	79,945	63,999	26,510	27,403	25,618	26,214	27,105	27,996
Step 3	62,558	64,694	66,820	71,811	73,957	76,313	81,014	82,451	66,506	28,402	29,292	26,334	28,104	28,994	29,887
Step 4	65,406	67,540	69,660	74,459	76,809	79,162	83,874	85,304	68,953	30,286	31,179	27,049	29,989	30,882	31,773
Step 5	68,793	70,921	73,060	78,214	80,557	82,920	87,630	89,064	72,466	32,177	33,069		30,704	32,772	33,664
Step 6	71,986	74,121	76,144	81,432	83,771	86,127	90,833	92,279	75,440	34,067	34,958		31,420	34,661	35,554
Step 7	75,190	77,320	79,438	84,630	86,989	89,346	94,063	95,493	78,396	35,955	36,847			36,551	37,444
Step 8	78,381	80,516	82,646	87,840	90,201	92,556	97,272	98,687	81,364	37,845	38,737			38,439	39,332
Step 9	81,935	84,061	86,202	91,407	93,767	96,124	100,840	102,271	84,662	39,735	40,628			40,329	41,221
Step 10	85,490	87,613	89,757	94,992	97,341	99,691	104,411	105,836	87,975	41,629	42,521			42,226	43,118
Step 11	89,375	91,506	93,637	98,880	101,241	103,590	108,298	109,739	91,596	41,836	42,728			42,431	43,324
Step 12	92,921	95,049	97,189	102,452	104,811	107,166	111,870	113,301	94,896	42,552	43,444			43,146	44,039
Step 13	92,921	95,049	101,096	106,021	108,378	110,732	115,435	116,872	98,193	43,268	44,159			43,862	44,755
Step 14	92,921	95,049	101,096	109,950	112,307	114,667	119,365	120,801	101,826						
Step 15	92,921	95,049	101,096	109,950	112,788	116,437	121,156	122,583	101,826						
Step 16	92,921	95,049	101,096	109,950	112,788	116,437	124,507	125,936	101,826						
Step 17	94,231	96,359	102,405	111,259	114,096	117,748	130,175	131,604	103,137						
New Step 18	95,544	97,672	103,718	112,572	115,409	119,061	131,488	132,917	104,450						
New Step 19	96,857	98,985	105,031	113,885	116,722	120,374	132,801	134,230	105,763						

2022-2023 Salary Schedule (2021-2022 plus 1% Increase)

Step	BA	BA15	BA 30	MA	MA15	MA30	MA60	PHD	ECP	TA	TAA	TA11	TA12	TA13	TAPP
Step 1	59,065	61,227	63,362	67,998	70,356	72,739	77,497	78,957	62,981	24,868	25,768	23,966	24,568	25,467	26,369
Step 2	60,864	63,013	65,165	69,791	72,172	74,544	79,307	80,744	64,639	26,775	27,677	25,874	26,476	27,376	28,276
Step 3	63,184	65,340	67,488	72,529	74,697	77,076	81,824	83,276	67,172	28,686	29,585	26,597	28,385	29,284	30,186
Step 4	66,060	68,215	70,356	75,204	77,578	79,953	84,713	86,157	69,642	30,589	31,490	27,320	30,288	31,191	32,091
Step 5	69,481	71,630	73,791	78,997	81,362	83,749	88,506	89,954	73,191	32,499	33,400		31,011	33,099	34,001
Step 6	72,706	74,862	76,905	82,247	84,609	86,988	91,742	93,201	76,194	34,408	35,308		31,734	35,007	35,909
Step 7	75,942	78,093	80,232	85,476	87,859	90,239	95,004	96,448	79,180	36,315	37,216			36,916	37,818
Step 8	79,165	81,321	83,473	88,718	91,103	93,482	98,245	99,674	82,177	38,223	39,125			38,823	39,725
Step 9	82,755	84,902	87,065	92,321	94,705	97,085	101,849	103,293	85,509	40,132	41,034			40,733	41,633
Step 10	86,345	88,490	90,654	95,941	98,314	100,688	105,455	106,894	88,855	42,046	42,946			42,648	43,549
Step 11	90,269	92,421	94,573	99,869	102,254	104,626	109,381	110,836	92,512	42,255	43,155			42,855	43,757
Step 12	93,850	96,000	98,161	103,477	105,859	108,238	112,988	114,434	95,845	42,978	43,878			43,578	44,480
Step 13	93,850	96,000	102,107	107,081	109,462	111,840	116,589	118,041	99,175	43,700	44,601			44,301	45,202
Step 14	93,850	96,000	102,107	111,049	113,430	115,814	120,558	122,009	102,844						
Step 15	93,850	96,000	102,107	111,049	113,916	117,601	122,367	123,809	102,844						
Step 16	93,850	96,000	102,107	111,049	113,916	117,601	125,752	127,195	102,844						
Step 17	95,173	97,323	103,429	112,371	115,237	118,925	131,477	132,920	104,169						
Step 18	96,499	98,649	104,755	113,697	116,563	120,251	132,803	134,246	105,495						
Step 19	97,826	99,975	106,081	115,023	117,889	121,578	134,129	135,572	106,821						

2023-2024 Salary Schedule (2022-2023 plus 1.5% Increase)

Step	BA	BA15	BA30	MA	MA15	MA30	MA60	PHD	ECP	TA	TAA	TAL1	TAL2	TAL3	TAPP
Step 1	59,951	62,146	64,313	69,018	71,412	73,830	78,659	80,141	63,926	25,241	26,155	24,326	24,936	25,849	26,764
Step 2	61,777	63,958	66,142	70,838	73,255	75,662	80,496	81,955	65,608	27,176	28,092	26,262	26,873	27,787	28,700
Step 3	64,132	66,321	68,500	73,617	75,817	78,232	83,052	84,525	68,179	29,116	30,028	26,996	28,811	29,724	30,639
Step 4	67,051	69,238	71,412	76,332	78,741	81,153	85,984	87,449	70,687	31,047	31,963	27,729	30,743	31,659	32,572
Step 5	70,523	72,705	74,898	80,181	82,583	85,005	89,834	91,304	74,289	32,986	33,901		31,476	33,596	34,511
Step 6	73,796	75,985	78,059	83,480	85,878	88,293	93,118	94,599	77,337	34,924	35,837		32,210	35,532	36,448
Step 7	77,082	79,264	81,435	86,758	89,177	91,593	96,429	97,895	80,368	36,860	37,774			37,470	38,386
Step 8	80,352	82,541	84,725	90,049	92,470	94,884	99,718	101,169	83,410	38,796	39,712			39,406	40,321
Step 9	83,996	86,175	88,370	93,706	96,126	98,541	103,377	104,843	86,791	40,734	41,649			41,344	42,258
Step 10	87,641	89,817	92,014	97,381	99,789	102,198	107,037	108,498	90,188	42,676	43,591			43,288	44,202
Step 11	91,623	93,807	95,992	101,367	103,788	106,195	111,022	112,498	93,900	42,889	43,803			43,498	44,413
Step 12	95,258	97,440	99,634	105,029	107,447	109,861	114,683	116,150	97,282	43,622	44,536			44,232	45,147
Step 13	95,258	97,440	103,639	108,687	111,104	113,517	118,338	119,811	100,663	44,356	45,270			44,965	45,880
Step 14	95,258	97,440	103,639	112,715	115,131	117,551	122,367	123,839	104,387						
Step 15	95,258	97,440	103,639	112,715	115,624	119,365	124,203	125,666	104,387						
Step 16	95,258	97,440	103,639	112,715	115,624	119,365	127,638	129,103	104,387						
Step 17	96,601	98,782	104,980	114,057	116,965	120,709	133,449	134,914	105,731						
Step 18	97,947	100,129	106,326	115,403	118,311	122,055	134,795	136,260	107,077						
Step 19	99,293	101,475	107,672	116,749	119,657	123,401	136,141	137,606	108,423						

## APPENDIX B - WELFARE FUND

It is hereby agreed by and between the Board of Education of the Greenburgh Central School District No. 7 ("Board"), the Greenburgh Teachers Federation ("GTF"), and the Trustees of the GTF Welfare Fund ("Fund") as follows:

1. The Board shall pay to the Fund the sum of \$500 per year for each of the years 1976-77, 1977-78, and 1978-79 for each member of the administrators' unit and the department chairmen's unit, in exchange for which the Fund shall purchase for such persons the same insurance program which is purchased for members of the teachers' unit.
2. If the Fund presents evidence to the Board that the cost of such insurance for the members of the administrators' or department chairmen's unit exceeds \$500 in any of the three years set forth above the Board will pay such an additional amount to the Fund.
3. This agreement shall extend into the indefinite future, beyond the years set forth above, except that the sum set forth above may vary and shall be equal in any year to the amount which the Board agrees to pay to the Fund on behalf of the members of the teachers' unit, plus any excess cost in accordance with the procedure set forth in paragraph (2) above. It is understood and agreed that the Fund is only required to purchase an insurance program for members of the administrators' unit and the department chairmen's unit as the Board so requests and for which the Board proffers the appropriate funds. This agreement does not obligate the Board to so request. However, should the Board cease requesting the Fund to purchase an insurance program for the members of the administrators' unit and the department chairmen's unit and cease proffering the appropriate funds, then the Fund will have no further obligation to the Board of the aforementioned units to purchase any insurance program in the future.
4. The payments required to be made by the Board to the Fund under this agreement and on behalf of the members of the teachers' unit shall be made as follows: The Board shall cause to be paid to the Fund on or before the last day of the months of July, August, and September of each year an amount of money equal to ten percent (10%) for each of the aforementioned months of the product of the amount provided in the Agreement between the Board and the GTF multiplied by the number of staff members covered by the Agreement between the Board and the GTF plus the number in the administrators' and department chairmen's units, and additional forty-five percent (45%) of such product shall be paid by the Board on or before October 31st of each year, the remaining twenty-five percent (25%) shall be paid by the Board on or before February 1st of each year.
5. For any staff members whose first service with the Board commences on or after September 1st of any year the amount paid with respect to such employee(s) for such year shall be the pro rate part of the annual rate per unit member based on the fraction, the period of service bears to a year.
6. The Board shall cause to be delivered to the Fund on or about the last day of each month a record of the staff members covered by the current agreements between the Board and the GTF and the Board and the administrators' and department chairmen's organization who have been added to or deleted from the employment records of the Board.
7. Prior to June 30th of each year, the Board and the Fund shall reconcile any monetary differences resulting from additions or deletions to the staff during the school year beginning the previous July 1st and ending on the following June 30th. Any additional monies owed to the Fund will be added to the payment due to the fund on or before July 31st. Any monies owed to the Board will be deducted from the aforementioned payment to the Fund.
8. The Board shall cause to be paid to the Fund an administrative fee in the amount of one dollar (\$1.00) per year for each member of the administrators' unit and the department chairmen's unit.

**Dated: March 1977**

For the Board of Education  
s/Jean M. Greene  
s/Robert D. Frelow

For the G.T.G.  
s/Mildred Zimmerman  
s/Robert F. Bisson

For the Welfare Fund  
s/Daniel Marcus  
s/Robert F. Bisson

## APPENDIX C - THE ANNUAL PROFESSIONAL PERFORMANCE REVIEW

### TEACHERS

#### PROCEDURES FOR PROBATIONARY TEACHERS

1. The classroom performance of all probationary teachers will be evaluated and assessed via the procedures delineated herein according to the current contractual agreement between the District and the GTF.
2. Performance reviews shall be conducted in the teacher's certification and/or tenure area.
3. In buildings where there is more than one administrator, teachers will be notified of which administrator will be responsible for their observations and evaluations. In the first year, the building principal will be one of the evaluators.
4. The teacher's building administrator will indicate his/her assessment of the teacher's performance in reference to each of the benchmarks on the District Observation/Evaluation Form.
5. Performance reviews by building administrators will take place at least two (2) times per school year. One shall take place between September and December, and the other shall take place between January and March. Performance reviews are undertaken for a minimum of a teaching period.
6. Performance reviews by building administrators will take place in a timely manner specifically so that teachers can have sufficient time to redress any concerns.
7. Performance reviews are announced and unannounced. Announced performance reviews are formal, and they require pre- and post-observation conferences. The administrator will notify the teacher at least five (5) school days prior to the scheduled performance review.
8. Unannounced observations which are satisfactory may be considered formal observations mutual agreement. Any written notes that contain critical concerns must be immediately shared and discussed.
9. If any probationary teacher receives two unsatisfactory ratings, then a mutually agreed upon second evaluator shall be assigned. A reasonable amount of time will be provided for the improvements noted in the unsatisfactory evaluation to occur before the subsequent evaluation.
10. If a probationary teacher's performance is evaluated as unsatisfactory more than twice after the first year, then the teacher's performance will be addressed through the "Professional Improvement Plan" (PIP). If the PIP is called for, the teacher's participation is mandatory.
11. For each performance review, the building administrator may request ancillary documents/materials.
12. The building administrator will meet with the teacher to review the teacher's performance review no later than ten (10) school days after the performance review unless unavoidable circumstances prohibit. The performance review shall remain at the building level until after the post-observation conference.
13. The teacher will sign all documents that become a part of the permanent record of the performance review. The teacher's signature merely signifies receipt of the performance review documents, not necessarily agreement.

14. The teacher has the right to respond in writing to all assessments made by his/her building administrator or other administrators. Any written responses by the teacher will become a part of the permanent record of the performance review.
15. All documents used in the performance review will be provided to the teacher and placed in the teacher's permanent personnel file.
16. Copies of all evaluations of teachers shall be forwarded to the President of the GTF within 5 days of the teacher's receipt of the same.

#### **PROCEDURES FOR TENURED TEACHERS**

1. The classroom performance of all tenured teachers will be evaluated and assessed via the procedures delineated herein according to the current contractual agreement between the GTF and the District.
2. Performance reviews shall be conducted in the teacher's certification and/or tenure area.
3. In buildings where there is more than one administrator, teachers will be notified of which administrator will be responsible for their observations and evaluations.
4. The teacher's building administrator will indicate his/her assessment of the teacher's performance in reference to each of the benchmarks on the District Observation/Evaluation Form.
5. Performance reviews by building administrators will take place at least once per school year between September and May. Performance reviews are undertaken for a minimum of a teaching period.
6. Performance reviews by building administrators will take place in a timely manner specifically so that teachers can have sufficient time to redress any concerns.
7. Performance reviews are announced and unannounced. Announced performance reviews are formal, and they require pre- and post-observation conferences. The administrator will notify the teacher at least five (5) school days prior to the scheduled performance review.
8. Unannounced observations which are satisfactory may be considered formal observations upon mutual agreement. Any written notes that contain critical concerns must be immediately shared and discussed.
9. If any tenured teacher at any time receives an unsatisfactory after an observation, then the teacher shall have the option to request a second evaluator. A mutually agreed upon a reasonable amount of time will be provided for the improvements noted in the unsatisfactory evaluation to occur before the subsequent evaluation.
10. If a tenured teacher's performance is evaluated as unsatisfactory by his/her building administrator through two separate performance reviews, then the teacher's performance will be addressed through the "Professional Improvement Plan" (PIP). If the PIP is called for, the teacher's participation is mandatory.
11. For each performance review, the building administrator may request ancillary documents/materials.
12. The building administrator will meet with the teacher to review the teacher's performance review no later than ten (10) school days after the performance review, unless unavoidable circumstances prohibit. The performance review shall remain at the building level until after the post-observation conference.



13. The teacher will sign all documents that become a part of the permanent record of the performance review. The teacher's signature merely signifies receipt of the performance review documents, not necessarily agreement.
14. The teacher has the right to respond in writing to all assessments made by his/her building administrator or other administrators. Any written responses by the teacher will become a part of the permanent record of the performance review.
15. All documents used in the performance review will be provided to the teacher and placed in the teacher's permanent personnel file.
16. Copies of all evaluations of teachers shall be forwarded to the President of the GTF within 5 days of the teacher's receipt of the same.

## PUPIL PERSONNEL SERVICE PROVIDERS

### **BENCHMARKS**

Listed below are benchmarks developed by the District and the GTF by which the quality of a Pupil Personnel Service (PPS) provider's professional performance will be assessed and evaluated. For each benchmark, a number of guiding statements have been developed. Evaluators may use these statements as a guide

#### Knowledge of Content Area

The PPS provider demonstrates a thorough knowledge of his/her particular discipline. Services provided and presentations reveal a breadth and depth of knowledge appropriate to the students being served. Familiarity with and use of appropriate resources are demonstrated; services are aligned with the Standards, the I.E.P., and district-developed benchmarks when appropriate.

- Demonstrates understanding of concepts.
- Considers the appropriate sequence of concepts when creating long range plans.
- Provides services that are logical and sequential.
- Guides students to make connections between abstract concepts and practical applications where appropriate.
- Demonstrates the use of a variety of manipulatives/materials when provided and appropriate.
- Demonstrates in-depth knowledge specific to the related discipline

#### Positive Student Relations (Knowledge of Student Development)

Demonstrates knowledge of student development, understands and appreciates diversity, and regularly applies developmentally appropriate strategies for the benefit of all students. Demonstrates a positive relationship with students to help them reach their optimum learning potential. For example, the PPS provider:provides feedback to students in a positive and effective manner;

- maintains dignity in disciplinary actions;
- promotes mutual respect and a sense of community;
- is accessible/approachable to students;
- sets boundaries;
- admonishes/compliments appropriately;

- communicates with parents effectively;
- maintains a positive tone with students;
- demonstrates interest/knowledge of students beyond the classroom; knows students' strengths and needs; and
- establishes positive rapport between student and PPS professionals.

#### Professional Responsibility (Collaborative/Reflective and Responsive Practice)

The PPS provider maintains ongoing learning-centered communication with families of students and demonstrates the recognition of family members and caregivers as partners in the educational process. The PPS provider engages in professional conversations about student learning and reflects on his/her session and students' performance. The PPS provider participates in school and district teams and committees as appropriate. The PPS provider demonstrates a sense of responsibility to all students and fellow educators in the school and the District. For example, the PPS provider:

- meets the obligation of daily responsibilities/punctual in meeting deadlines;
- attends and contributes to faculty meetings/department meetings;
- keeps abreast of current trends in the field and applies trends where appropriate;
- maintains positive parental communication;
- accepts or seeks out ways to grow in the profession by participating in workshops/conferences or professional organizations
- works with other faculty members to achieve common goals; and
- maintains the confidentiality of student information.

#### Effective Intervention Strategies

The PPS provider is capable of responding to the specific needs of individuals and groups of students through a variety of methods. The PPS provider communicates clearly and employs sound intervention strategies that are designed to engage students in the process of establishing and meeting goals. The PPS provider also delivers an intervention that allows students to be successful through direct consultation with adults within the school and home environments. For example, the PPS provider:

- uses a variety of intervention strategies to meet the diverse needs and abilities of the students;
- uses questioning techniques;
- uses data that has been obtained from school records and interviews with teachers, parents, and outside agencies; and
- uses standardized test data of achievement and individual assessments, family and developmental history, and clinical observation where appropriate.

#### Caseload Management

Caseload management focuses on the PPS professional's ability to keep organized and manage all of the components and other phases of each case. Caseloads include, but are not limited to, special education assignments, principal and IST referrals, and professional judgment. For example, the PPS provider:

- serves as a professional resource when considering the appropriateness of referral;
- organizes and schedules caseload and case management responsibilities;
- keeps records of student, teacher, and family contacts;
- completes formal and informal reports and evaluations following PPS, Part 200/IDEA regulations, and special education guidelines and timelines; and
- evaluates the progress of each student on caseload utilizing identified goals.

### Student Evaluation

The PPS provider understands the importance and place of student evaluation in the process of assessing student performance and uses a variety of means and instruments including formal and informal assessment tools. For example, the PPS provider.

- participates in the IST (or CST);
- provides appropriate feedback and follow-up to parents/guardians, and staff;
- uses appropriate formal and informal evaluation instruments;
- follows PPS and special education guidelines and timetables; and
- writes reports that may include evaluations, annual reviews, and triennial reports.

### **PROCEDURES FOR PROBATIONARY PUPIL PERSONNEL SERVICE PROVIDERS**

1. The performance of all probationary PPS professionals will be evaluated and assessed via the procedures delineated herein according to the current contractual agreement between the District and the GTF
2. Performance reviews shall be conducted in the PPS provider's certification and/or tenure area.
3. PPS providers will be notified of which administrator will be responsible for their observations and evaluations. In the first year, the building principal and the Director of PPS will be the evaluators.
4. The PPS professional's building administrator will indicate his/her assessment of the PPS professional's performance in reference to each of the benchmarks on the District Evaluation Form.
5. Performance reviews by building and other administrators will take place at least two (2) times per school year. One shall take place between September and December, and the other shall take place between January and March. Performance reviews must include observation of real-time events, for example, small group sessions, individual sessions, whole class interventions, parent conferences, teacher consultation, IST meeting, etc. The total minimum time for each performance review shall be one session up to 45 minutes.
6. Performance reviews by building administrators will take place in a timely manner specifically so that PPS providers can have sufficient time to redress any concerns.
7. Performance reviews are announced and unannounced. Announced performance reviews are formal, and they require pre- and post-observation conferences. The administrator will notify the PPS provider at least five (5) school days prior to the scheduled performance review.
8. Unannounced observations which are satisfactory may be considered formal observations upon mutual agreement. Any written notes that contain critical concerns must be immediately shared and discussed.

9. If any probationary PPS provider receives two unsatisfactory ratings, then a mutually agreed upon second evaluator shall be assigned. A reasonable amount of time will be provided for the improvements noted in the unsatisfactory evaluation to occur before the subsequent evaluation.
10. If a probationary PPS provider's performance is evaluated as unsatisfactory more than twice after the first year, then the PPS provider's performance will be addressed through the "PPS provider Improvement Plan" (PIP). If the PIP is called for, the PPS provider's participation is mandatory.
11. For each performance review, the building administrator may request ancillary documents/materials.
12. The building administrator will meet with the PPS provider to review the PPS provider's performance review no later than ten (10) school days after the performance review, unless unavoidable circumstances prohibit. The performance review shall remain at the building level until after the post-observation conference.
13. The PPS provider will sign all documents that become a part of the permanent record of the performance review. The PPS provider's signature merely signifies receipt of the performance review documents, not necessarily agreement.
14. The PPS provider has the right to respond in writing to all assessments made by his/her building administrator or other administrators. Any written responses by the PPS provider will become a part of the permanent record of the performance review.
15. All documents used in the performance review will be provided to the PPS provider and placed in the PPS provider's permanent personnel file.
16. Copies of all evaluations of PPS providers shall be forwarded to the President of the GTF within 5 days of the PPS provider's receipt of the same.
17. Considering the confidential nature of some segments of the PPS professional's responsibilities, the observer and PPS professional must agree on the students/small groups to be observed. Confidentiality will be respected in the selection of the events to be observed and for unannounced observations.

#### **PROCEDURES FOR TENURED PUPIL PERSONNEL PROVIDERS**

1. The performance of all tenured PPS providers will be evaluated and assessed via the procedures delineated herein according to the current contractual agreement between the District and the GTF.
2. Performance reviews shall be conducted in the PPS provider's certification and/or tenure area.
3. When more than one administrator is responsible for the supervision, PPS providers will be notified which administrator will be responsible for their observations and evaluations.
4. The PPS provider's building administrator will indicate his/her assessment of the PPS provider's performance in reference to each of the benchmarks on the District Observation/Evaluation Form.
5. Performance reviews by building and other administrators will take place at least once per school year, which shall take place between September and May. Performance reviews may include observation of real-time events, for example, small group sessions, individual sessions, whole class interventions, parent conferences, teacher consultation, IST meetings, etc. The total minimum time for each performance review shall be one session up to 45 minutes.

6. Performance reviews by building administrators will take place in a timely manner specifically so that PPS providers can have sufficient time to redress any concerns.
7. Performance reviews are announced and unannounced. Announced performance reviews are formal, and they require pre- and post-observation conferences. The administrator will notify the PPS provider at least five (5) school days prior to the scheduled performance review.
8. Unannounced observations which are satisfactory may be considered formal observations upon mutual agreement. Any written notes that contain critical concerns must be immediately shared and discussed.
9. If any tenured PPS provider at any time receives an unsatisfactory after an observation, then the PPS provider shall have the option to request a second evaluator. A mutually agreed upon a reasonable amount of time will be provided for the improvements noted in the unsatisfactory evaluation to occur before the subsequent evaluation.
10. If a tenured PPS provider's performance is evaluated as unsatisfactory by his/her building administrator through two separate performance reviews, then the PPS provider's performance will be addressed through the "Professional Improvement Plan" (PIP). If the PIP is called for, the PPS provider's participation is mandatory.
11. For each performance review, the building administrator may request ancillary documents/materials.
12. The building administrator will meet with the PPS provider to review the PPS provider's performance review no later than ten (10) school days after the performance review, unless unavoidable circumstances prohibit. The performance review shall remain at the building level until after the post-observation conference.
13. The PPS provider will sign all documents that become a part of the permanent record of the performance review. The PPS provider's signature merely signifies receipt of the performance review documents, not necessarily agreement.
14. The PPS provider has the right to respond in writing to all assessments made by his/her building administrator or other administrators. Any written responses by the PPS provider will become a part of the permanent record of the performance review.
15. All documents used in the performance review will be provided to the PPS provider and placed in the PPS provider's permanent personnel file.
16. Copies of all evaluations of PPS providers shall be forwarded to the President of the GTF within 5 days of the teacher's receipt of the same.

## TEACHING ASSISTANTS

### **BENCHMARKS**

Listed below are benchmarks developed by the District and the GTF by which the quality of a Teaching Assistant's (TA's) professional performance will be assessed and evaluated. For each benchmark, a number of guiding statements have been developed. Evaluators may use these statements as a guide.

#### Ability to Assist a Teacher in Effective Teaching Strategies:

In order to establish an environment conducive to student learning and safety, the TA, along with the classroom teacher, must work cooperatively. The TA, as an integral part of the classroom community, demonstrates an understanding of and assists the teacher with the implementation of

classroom rules, procedures, and routines. Under the direction of the teacher, the TA assists the teacher during activities by supporting the students in need of additional support. Whenever feasible, the TA will participate in common planning time with the teacher.

- The TA is actively involved in classroom activities.
- The TA gives the necessary support during lessons.
- The TA communicates observations about students.

#### Preparation (if appropriate):

TA's are expected to consult with the teacher on a daily basis. In addition, the TA may be responsible for keeping a log of the activities used with the children in order to document the services rendered. The TA:

- utilizes appropriate teaching strategies;
- arranges and assembles appropriate lesson materials to fulfill his/her objectives; and
- works with the classroom teacher to implement lessons using a variety of materials and strategies.

#### Positive Student Relations

Demonstrates knowledge of student development, understands and appreciates diversity, and regularly applies developmentally appropriate instructional strategies for the benefit of all students; Demonstrates a positive relationship with students to help them reach their optimum learning potential. For example, the TA:

- provides feedback to students in a positive, appropriate, and effective manner;
- maintains the dignity of the student during disciplinary actions;
- promotes an atmosphere of mutual respect between him/herself and the students;
- appears accessible/approachable to students; and
- is aware of the students' strengths and needs

#### Fulfillment of Professional Responsibilities

As a professional, the TA recognizes the importance of basic professional behavior. The TA maintains ongoing learning-centered communication with the classroom teacher in order to effectively support the students. For example, the TA:

- meets obligations of daily responsibilities and is punctual in meeting deadlines when required;
- attends and contributes to staff meetings and other meetings when required during the contractual day;
- participates in workshops offered by the District;
- maintains positive collegial communication;
- helps, respects, and works with other staff members to achieve common goals;
- keeps track of professional credentials needed for employment and makes sure all certifications are up to date; and
- maintains the confidentiality of student information.

### Development and Acquisition of Appropriate Skills

As a member of a community of lifelong learners, the TA recognizes the need to grow in the knowledge of content and teaching strategies. This can be accomplished in a number of ways such as maintaining a dialogue with other professionals about new approaches to teaching and attending classes that will help promote professional growth. For example, the TA:

- attends workshops during the contractual day and applies what was presented with his/her students;
- confers with other colleagues to learn new approaches for teaching/classroom management; and
- demonstrates that he/she keeps current in the field.

### **PROCEDURES PROBATIONARY TEACHING ASSISTANTS**

1. The classroom performance of all probationary teaching assistants will be evaluated and assessed via the procedures delineated herein according to the current contractual agreement between the District and the GTF.
2. In buildings where there is more than one administrator, teaching assistants will be notified of which administrator will be responsible for their observations and evaluations. In the first year, the building principal will be one of the evaluators.
3. The building administrator will observe the TA independent of the teacher.
4. The TA's building administrator will indicate his/her assessment of the TA's performance in reference to each of the benchmarks on the District Observation/Evaluation Form for TA's.
5. Performance reviews by building administrators will take place at least two (2) times per school year. One shall take place between September and December, and the other shall take place between January and March. Performance reviews are undertaken for a minimum of a teaching period.
6. Performance reviews by building administrators will take place in a timely manner specifically so that TA's can have sufficient time to redress the concerns.
7. Performance reviews are announced and unannounced. Announced performance reviews are formal, and they require pre- and post-observation conferences. The administrator will notify the TA at least five (5) school days prior to the scheduled performance review.
8. Unannounced observations which are satisfactory may be considered formal observations upon mutual agreement. Any written notes that contain critical concerns must be immediately shared and discussed.
9. If any probationary TA receives two unsatisfactory ratings, then a mutually agreed upon second evaluator shall be assigned. A reasonable amount of time will be provided for the improvements noted in the unsatisfactory evaluation to occur before the subsequent evaluation.
10. If a probationary TA's performance is evaluated as unsatisfactory more than twice after the first year, then the TA's performance will be addressed through the "TA Improvement Plan" (PIP). If the PIP is called for, the TA's participation is mandatory.
11. For each performance review, the building administrator may request ancillary documents/materials, when applicable.
12. The building administrator will meet with the TA to review his/her performance review no later than ten (10) school days after the performance review, unless unavoidable



circumstances prohibit. The performance review shall remain at the building level until after the post-observation conference.

13. The TA will sign all documents that become a part of the permanent record of the performance review. The TA's signature merely signifies receipt of the performance review documents, not necessarily agreement.
14. The TA has the right to respond in writing to all assessments made by his/her building administrator or other administrators. Any written responses by the TA will become a part of the permanent record of the performance review.
15. All documents used in the performance review will be provided to the TA and placed in his/her permanent personnel file.
16. Copies of all evaluations of TA's shall be forwarded to the President of the GTF within 5 days of the TA's receipt of the same.

### **PROCEDURES FOR TENURED TEACHING ASSISTANTS**

1. The classroom performance of all teaching assistants will be evaluated and assessed via the procedures delineated herein according to the current contractual agreement between the District and the GTF.
2. In buildings where there is more than one administrator, teaching assistants will be notified of which administrator will be responsible for their observations and evaluations.
3. The building administrator will observe the TA independent of the teacher.
4. The TA's building administrator will indicate his/her assessment of the TA's performance in reference to each of the benchmarks on the District Observation/Evaluation Form for TA's.
5. Performance reviews by building administrators will take place at least once per school year between September and May. Performance reviews are undertaken for a minimum of a teaching period.
6. Performance reviews by building administrators will take place in a timely manner specifically so that TA's can have sufficient time to redress the concerns.
7. Performance reviews are announced and unannounced. Announced performance reviews are formal, and they require pre- and post-observation conferences. The administrator will notify the TA at least five (5) school days prior to the scheduled performance review.
8. Unannounced observations which are satisfactory may be considered formal observations upon mutual agreement. Any written notes that contain critical concerns must be immediately shared and discussed.
9. If any tenured teaching assistant at any time receives an unsatisfactory after an observation, then the teaching assistant shall have the option to request a second evaluator. A mutually agreed upon a reasonable amount of time will be provided for the improvements noted in the unsatisfactory evaluation to occur before the subsequent evaluation.
10. If a tenured teaching assistant's performance is evaluated as unsatisfactory by his/her building administrator through two separate performance reviews, then the teaching assistant's performance will be addressed through the "Professional Improvement Plan" (PIP). If the PIP is called for, the teaching assistant's participation is mandatory.
11. For each performance review, the building administrator may request ancillary documents/materials, when applicable.



12. The building administrator will meet with the TA to review his/her performance review no later than ten (10) school days after the performance review, unless unavoidable circumstances prohibit. The performance review shall remain at the building level until after the post-observation conference.
13. The TA will sign all documents that become a part of the permanent record of the performance review. The TA's signature merely signifies receipt of the performance review documents, not necessarily agreement.  
The TA has the right to respond in writing to all assessments made by his/her building administrator or other administrators. Any written responses by the TA will become a part of the permanent record of the performance review.  
All documents used in the performance review will be provided to the TA and placed in his/her permanent personnel file.  
Copies of all evaluations of TA's shall be forwarded to the President of the GTF within 5 days of the TA's receipt of the same.

## **PROFESSIONAL IMPROVEMENT PLAN (PIP)**

### **Introduction**

This Professional Improvement Plan is intended to address the needs of teachers, Pupil Personnel Service (PPS) providers, as well as Teaching Assistants (TA's) For the purposes of this document, the term "teachers" refers to all members of the GTF bargaining unit. The GTF shall be directly involved in all aspects of the PIP process.

A teacher's performance will always be reviewed, assessed and evaluated against benchmarks established by the District and the GTF and as part of the Annual Professional Performance Review (APPR) process.

When a probationary or a tenured teacher's performance falls below a level deemed acceptable, when judged against established benchmarks for the Annual Professional Performance Review the building principal will recommend that teacher for an individual "Professional Improvement Plan" (PIP). This PIP will offer all available resources to help rectify the significant difficulties in meeting the professional standards and to help return the teacher's performance to an acceptable level.

### **PIP Procedures**

The teacher's building principal will recommend an individual teacher for a PIP after the building administrator has completed a performance review under the guidelines and procedures established for the Annual Professional Performance Review for the teacher. This would occur after at least two (2) separate observations where the building administrator found the same significant difficulties to be present in the teacher's performance during each of the two separate reviews, with little or no improvement. In the case of a probationary teacher, the PIP may be called for after the completion of the review

There will be mutually sufficient time between each performance assessment to allow the teacher reasonable opportunity to address identified difficulties.

1. The recommendation of a teacher for a PIP will be initiated in writing by the teacher's building principal. Copies will be provided to the identified teacher, the President of the GTF, appropriate Directors, and the Assistant Superintendent for Curriculum and Personnel.
2. The initial identification and recommendation of a teacher for a PIP will include:
  - an explanation of specifically how the teacher is not meeting classroom teaching standards (benchmarks) established by the District and the GTF
  - an explanation of how the teacher will benefit from PIP.
  - previous efforts made by building administrators to improve teacher's performance, and
  - appropriate documentation accompanying the recommendation, for example, copies of the unsatisfactory observations
3. Upon receipt of the building principal's recommendation, the building principal and/or a mutually agreed upon designee will review the recommendation with the identified teacher and a GTF representative. An individual written plan will be prepared by the parties involved and will include:
  - identification of the specific behavior(s), techniques, criteria or standard(s) which are unacceptable and in need of improvement;
  - identification of the specific behavior(s), techniques, criteria or standard(s) which are required for acceptable performance;
  - an outline of a program designed to achieve acceptable performance, listing specific performance directives;
  - an established timetable for the required improvement in performance;
  - a specific timetable and method for evaluating the teacher's performance; and
  - notification to the teacher that improvement of performance to an acceptable level in accordance with standards, etc., is expected.
4. If the teacher exhibits successful improvement to a level commensurate with the expectations of the improvement plan, the plan is terminated without further action by the District.
5. If the teacher does not exhibit successful improvement to a level commensurate with the expectations of the improvement plan, the PIP may be continued.
6. All costs associated with teacher's involvement in the PIP are to be borne by the District, for example, release from classes for collaboration or preparation of lessons, or for training, workshops, and conferences as outlined and agreed upon in the PIP.
7. Any involvement by a teacher in a PIP outside of normal working hours shall be strictly voluntary.
8. All parties participating in a PIP shall receive copies of all documentation associated with the PIP, including status reports, evaluations, and reports to the Superintendent.
9. The teacher has the right to respond in writing to any and all reports, observations, and evaluations placed in personnel files as part of the PIP.
10. Nothing in the PIP procedures will prohibit any teacher from exercising his/her contractual or legal rights, including grievance and arbitration procedures.
11. Nothing in the PIP procedures will prohibit the teacher's building administrator from conducting reasonable classroom observations following procedures delineated in the Annual Professional Performance Review plan, and submitting evaluations to all parties participating in the PIP.

12. Protections afforded the teacher by the collective bargaining agreement, and applicable education law shall apply at all times
13. Any teacher(s) requested to assist in any PIP will not be required to testify, to contribute, or be involved in any subsequent disciplinary proceedings.
14. Identification of multiple resources to help the teacher. Resources can include mentors, the Professional Development Plan, Teacher Centers, BOCES, Higher Education Institutions, personal counselors, employee assistance programs, medical referrals, appropriate Directors, the Assistant Superintendent for Curriculum and Personnel, and others
15. All performance evaluations by administrators will follow procedures delineated in the procedures for the Annual Professional Performance Review of probationary and tenured teachers.
16. At the conclusion of the Plan, the teacher's building principal will report the outcome in writing to the teacher, the GTF President, appropriate Directors, and the Assistant Superintendent for Curriculum and Personnel.
17. If the teacher has not exhibited a level of improvement commensurate with the expectations as delineated in the Professional Improvement Plan, the Assistant Superintendent may take appropriate action in accordance with contractual and legal stipulations.
18. Upon the teacher's request, the PIP will not be retained in the teacher's personnel file for longer than one year after the successful completion of the PIP.

## APPENDIX D -- PROFESSIONAL DEVELOPMENT PLAN

### Introduction

By September 1, 2000, and annually by September 1 of each school year thereafter, each school district is required to adopt a professional development plan. The purpose of the plan is to improve the quality of teaching and learning by ensuring that teachers participate in substantial professional development in order that they remain current with their profession and meet the learning needs of their students. The plan also ensures that teaching assistants and long-term substitutes are provided the opportunity to participate in the professional development program of the district. For the purposes of this plan, the term "teacher" represents teachers, teaching assistants, and members of Pupil Personnel Services (PPS).

The professional development plan should include:

- A needs analysis, and goals, objectives, strategies, activities, and evaluation standards for professional development in the school district.
- How the school district will provide all teachers with professional development opportunities directly related to student learning.
- Teachers' expected participation in professional development.
- The alignment of professional development with New York standards and assessments.
- The manner in which the school district will measure the impact of professional development on student achievement and teachers' practices.
- How the District will track the New York State Education Department's professional development requirement for teachers and teaching assistants.
- How the school district will provide a mentoring program.

The plan should be developed through collaboration with a professional development team, the majority of which are teachers and should include the superintendent of schools or his or her designee, school administrators upon designation by the administrators' collective bargaining organization; teachers upon designation by the teachers' collective bargaining organization; at least one parent, a curriculum specialist, one representative of a higher education institution, and a representative of a professional development organization. The PDP will be reviewed after one year and will have multi-year reviews. The professional development plan should be adopted annually by the Board of Education at a public meeting. The Plan also must be sent to the New York State Education Department.

The PDP includes guidelines from the New York State Education Department relative to the underlying philosophy of professional development, the continuing professional development requirement, and the mentoring program. The PDP committee has also included in the PDP Plan recommendations for professional development.

### Guiding Principles for the PDP

The New York State Education Department provides guidelines for fulfilling PDP requirements. This PDP includes guidelines and suggestions from the New York State Education Department as well as from the PDP Committee.

*Guiding Principles from the New York State Education Department*

The design of professional development should be a result of a district's professional development planning process. Enhanced teaching and learning is the foundation upon which individuals and districts should plan the content of all professional development.

- Subject matter content of professional development activities/experiences is clearly connected to the NYS Learning Standards.
- Professional development activities/experiences are planned with the *NYS Teacher Standards* as an underpinning.
- Professional development activities/experiences should respond to student achievement data including state and local assessments.
- The professional development planning process is dynamic, reflecting teaching staff needs.
- Professional development results in an increase in teaching staff knowledge and understanding, teaching staff skillfulness, and teaching staff professional values.
- Professional development activities/experiences are assessed on an ongoing and continuous basis for the intended impact.
- Professional development is, to the greatest extent possible, site-based and connected to daily school experiences.
- Professional development enables the teaching staff to deepen their knowledge base and remain current in their content area and instructional strategies.
- Teaching staff learning opportunities are clearly constructed, based on effective teaching research, and involve educators in the design and implementation of such opportunities.

Content of courses, workshops, and other professional development experiences should be directly related to:

- enhancing teacher subject matter knowledge
- teacher knowledge, use, and application of appropriate teaching techniques
- broadening and enhancing teacher abilities to apply more accurate and appropriate assessment methodologies enhancing teacher skills in effectively managing individual students and classrooms in both heterogeneous and homogeneous settings
- Procedures for requesting and approving courses and workshops shall be in accordance with the District's policies and procedures.

*Guiding Principles of the Greenburgh Central School District*

Effective professional development provides opportunities for teachers to increase their knowledge and skills in relevant areas. The opportunities should be aligned with District goals, appropriate, timely, comprehensive, continuous, and reflective. The PDP Committee feels that each professional development day should:

- Provide time for individualized professional preparation both before the students arrive in September and in the week before the end of the school year
- Be designed to meet the training needs of teachers, build upon previous training, as appropriate, and to improve student achievement.
- Be based on best practices.
- Utilize the expertise of the staff.
- Provide a selection of workshops from which to choose.

- Reflect an ongoing commitment to all initiatives and provide opportunities for study, reflection, and/or inquiry.
- Involve the preparation and participation of administration.
- Be conducted in a professional setting that is conducive to learning.
- Continue to permit, encourage, and accommodate state and national training and conferences.
- Provide professional development throughout the year to give teachers the opportunity to take back to the classroom new knowledge and skills.
- Provide multiple opportunities for horizontal and vertical, inter and intra articulation.
- Involve all professional stakeholders and BOE members.
- Include presenters whose presentations are relevant to the specific needs of GCSD.

### **Continuing Professional Development Requirement**

Effective July 1, 2016, the New York State Office of Teaching Initiatives Professional Development was replaced by Continuing Teacher and Leader Education (CTLE) Requirements. Holders of professional certificates in classroom teaching service, educational leadership service, and Level III teaching assistant certificate holders are required to successfully complete 100 clock hours of acceptable CTLE every five year registration period.

The following categories of activities are suggestions of the *New York State Education Department* for meeting the needs of school districts in building teacher and teaching assistant capacity. (Not all suggested activities are intended for Level III teaching assistants.) It is important to note that this list does not necessarily represent the activities that Greenburgh Central School District will approve and/or accept.

- Analyzing student data and student work to determine needed changes in the delivery of instruction.
- Participating in reviews of class performance data over time to make decisions about one's own professional development, based on student outcomes.
- Collaborating with other teachers and teaching assistants to examine case studies of student work and development.
- Participating in courses and other learning opportunities delivered from many providers, such as institutions of higher education, teacher centers, BOCES, school districts and independent professional development service providers.
- Coursework linked to the improvement of instructional technique or content knowledge, which may or may not be in pursuit of a teaching or advanced teaching degree.
- Completing coursework for more advanced certification or certificates in additional areas or in accordance with teaching assignment requirements for an extension to certification.
- Participating in regional scoring of State assessments, assessing student portfolios.
- Creating and assessing teacher portfolios.
- Engaging in research projects (includes online research).
- Curriculum planning and development.
- Developing or collaborating on the development of new programs and instructional methods.
- Service as a mentor, support teacher, helping teacher, or peer coach.
- Service as a cooperating teacher for a student teacher or field internships; including attendant meetings and processes.

- Participation in study (collegial) circles such as "Critical Friends" activities, structured guided reflection activities focused on student learning.
- Participating in formal programs of peer coaching or participation in peer review.
- Participating in Professional Development School activities or other school-college teacher development partnerships.
- Serving on CDEP (Comprehensive District Education Plan), or DCEP (District Comprehensive Education Plan), or CEP (Comprehensive Education Plan), or other school leadership activities or committees.
- Delivering professional development (e.g. conducting workshops, job-embedded modeling and coaching, providing preservice teaching preparation courses).
- Pursuing National Board certification or recertification (either as a candidate or provider of support).
- Service/designation as Master Teacher.
- Engaging in Sabbatical work related to content specialty or enhancement of teaching strategies.
- Teacher of the Year activities.
- NYSTCE "assessor" or test development committee member.
- Development of Statewide curriculum.
- Service as an elected officer in professional organizations.
- Service as teacher center director.
- Service on the State Professional Standards and Practices Board Member.
- Developing and presenting a major paper/Publishing in educational journals.

*Greenburgh Central School District Activities*

- Training
  - Co-teaching
  - IB Training
  - Multi-sensory Reading Approaches
  - The Writing Revolution
  - Fountas and Pinnell
  - Classroom Coaching
- Faculty meetings
- Active participation in Professional Learning Communities
- Curriculum meetings
- Developing/Maintaining Year-long Consensus and Teacher Maps
- Mentoring (mentees only)
- Conferences
- BOCES courses and workshops
- Teacher Center courses and workshops
- Teacher Center Policy Board membership
- College courses which promote professional growth
- Professional development in the area assigned, i.e. special education, reading, etc.
- Test scoring – State tests and diagnostic tests only
- New Teacher Academy
- Grade level, department, articulation, and curriculum meetings
- IB meetings

- Superintendent Conference/Staff Development Days
- Committee meetings/meetings (DLC, BLC, SIT, PDP, Curriculum Committees, BOE Committees, etc.)
- Conducting workshops
- Professional Association meetings
- Grant writing
- Visitations

### **Professional Development Initiatives and Topics**

Through the needs assessment, the PDP Committee identified professional development topics that were relevant and/or local, state, or federal mandates. There are district-wide and building level goals and objectives that seek to increase student achievement by increasing teachers' knowledge and instructional skills relative to topics such as:

- All content area learning standards including Special Education and ESL
- Assessment and use of data
- Compliance Training and SAVE Legislation
- Social, emotional, and character development
- Health, wellness, and safety
- The International Baccalaureate
- Literacy
- Numeracy
- Technology
- Arts Integration

The District utilizes the International Baccalaureate as its K-8 instructional framework. It is the umbrella under which all content areas are integrated. Infused in the framework of all P-12 curricula are the Arts and Technology.

#### The International Baccalaureate (IBO):

The International Baccalaureate Organization (IBO) requires that teachers and administrators participate in IB authorized conferences and workshops. There are three levels of training and sub-divisions within Levels 2 and 3 which provide information in the areas of inquiry, assessment, etc. The District provides opportunities for those who attend conferences to share the information with their colleagues upon their return. Online workshops are also available through IBO. The District participates in workshops provided by The Guild of IB Schools (GIBS) which is a consortium of IB authorized schools. Inter-visitations amongst schools are encouraged. In addition, monthly meetings are held for building coordinators and administrators in order to share promising practices and challenges.

#### The Arts:

Through the District's Arts-in-Education program, artists who are experts in their art form collaborate with teachers who are experts in curricula and child development to develop integrated units that support the International Baccalaureate framework and the High School program. Professional development in this area is provided in the planning sessions and in the modeling that takes place when the artists are working in the classrooms. Additional training is offered through our partnerships with the Westchester Arts Council, the Burns Film Center, the



Music Conservatory of Westchester, and other arts organizations. In addition, the Westchester County Arts Leadership Association provides annual staff development workshops for our certified art and music teachers.

### Technology

Rapid advances in technology are putting new demands on educators and students. Through the International Society for Technology in Education (ISTE), The National Educational Standards for Teachers (NETS.T) sets the bar for the integration of technology in education. The NETS.T defines the fundamental concepts, knowledge, skills, and attitudes for applying technology in educational settings.

What follows are the Essential Conditions for the Standards to be implemented.

### ACCESS

Educators have access to current technologies, software, and telecommunications networks

- Access to current technologies, software, and telecommunications network is provided for teacher education faculty, classes, and field sites, including technology-enhanced classrooms that model environments for facilitating a variety of collaborative learning strategies

### SKILLED EDUCATORS

Educators are skilled in the use of technology for learning.

- Teacher education faculty are skilled in using technology systems and software appropriate to their subject area specialty and model effective use as part of the coursework.

### PROFESSIONAL DEVELOPMENT

Educators have consistent access to professional development in support of technology use in teaching and learning.

- Personnel in teacher education and field experience sites are provided with ongoing professional development.

### TECHNICAL ASSISTANCE

Educators have technical assistance for maintaining and using the technology.

- Technical assistance for teacher education faculty and students is readily accessible and includes expertise in the use of technology resources for teaching and learning in P-12 settings.

### CONTENT STANDARDS AND CURRICULUM RESOURCES

Educators are knowledgeable in their subject matter and current in the content standards and teaching methods.

- Technology-based curriculum resources that address subject matter content standards and support teaching, learning, and productivity are available to teacher candidates.

### STUDENT-CENTERED TEACHING

Teaching in all settings encompasses student-centered approaches to learning.

- Teacher education faculty and professional teaching staff model student-centered approaches to instruction in education coursework and field experiences.

#### ASSESSMENT

There is a continuous assessment of the effectiveness of technology for learning.

- Teacher education faculty and professional teaching staff model the integration of teaching and assessment to measure the effectiveness of technology-supported teaching strategies.

#### COMMUNITY SUPPORT

The community and school partners provide expertise, support, and resources

- Teacher preparation programs provide teacher candidates with opportunities to participate in field experiences at partner schools where technology integration is modeled.

#### SUPPORT POLICIES

School and university policies, financing, and reward structures are in place to support technology in learning.

- Policies associated with accreditation, standards, budget allocations, and personnel decisions in teacher education programs and field experience sites support technology integration. Retention, tenure, promotion, and merit policies reward innovative uses of technology by faculty with their students.

#### **The Mentoring Program**

School districts are required to include their mentoring program for new teachers in the Professional Development Plan. The mentoring program must include procedures for selecting mentors, the role of mentors, the preparation of mentors, types of mentoring activities, and the time allotted for mentoring.

The mentoring plan for the Greenburgh Central School District will be provided to all who are new to the profession or new to our school district. The mentoring plan will also be available to second/third year probationary teachers or select tenured veteran teachers who may have a concern raised about his/her performance. What follows is the description of the Greenburgh Central School District Mentor Program.

#### GREENBURGH CENTRAL SCHOOL DISTRICT MENTOR PROGRAM

##### Purpose

Greenburgh Central School District is committed to the improvement of instruction. Two programs exist in the district for the purpose of facilitating faculty members to become even better teachers. The Greenburgh Teachers' Federation and the Board of Education support the concept of peer assistance, coaching, and mentoring. The purpose of this program is to improve the teaching skills of experienced or inexperienced teachers, to suggest and offer instructional strategies, and to orient, develop and support the inexperienced teacher. In order to facilitate the Mentor Program, a Mentor Coordinator will be appointed and will be the contact person for the program.

### Who Shall Receive a Mentor?

- Any new teacher
- Any teacher new to the district
- Any probationary teacher/TA as needed
- Any year-long leave replacement
- Any new administrator

### Selection and Matching

When all the applications are submitted, the Mentor Coordinator shall meet with the GTF and an administrator to review the applications and make recommendations concerning the qualifications of the mentor candidates and matches with mentees. By August 1, the Mentor Coordinator shall receive a list of all teachers who are eligible for a mentor. This list shall be provided by the Superintendent or designee. Once mentor applicants have been approved by the BOE, the Mentor Coordinator shall meet with administrators to match mentors with mentees. A list of mentees will be shared with GTF and the Assistant Superintendent. Every effort shall be made to match mentors and mentees within the same building and grade/content area. In the event that the mentor is not in the same building, every effort will be made to release the mentor for mentoring responsibilities. At the New Teacher Orientation, the Mentor Coordinator will provide an orientation of the mentoring program for new teachers and review the District Mentoring Handbook.

### Exceptions

If there are tenured teachers new to the District, the Mentor Coordinator shall make half-time assignments. It is the expectation that if mentors are needed every effort shall be made to provide them. If there are mentees that would benefit from two separate half-year mentors the mentor coordinator will arrange (ex. An art mentee be assigned to a half-year building mentor and half-year art teacher mentor.)

### Administrator Mentors

Administrators hired after July 1, 2018, shall receive a mentor selected from the GAO unit and agreed upon by the superintendent or designee and the unit president. Absent an internal mentor, the GCSD may identify an external mentor.

### Mentor-Mentee Assignment

The Mentor Coordinator will notify the Mentor and the Mentee of their assignments. This shall occur at or before the New Teacher Orientation. Every effort shall be made to match Mentor and Mentee according to school, grade level, and subject area. If the Mentee has a choice he/she should inform the Mentor Coordinator of his /her choice. If the Mentee has no choice the Mentor Coordinator shall assign the Mentor.

### Mentor Program Coordinator

The Mentor Program Coordinator will supervise the Mentor program. The Mentor Program coordinator will have the following qualifications and responsibilities:

- Qualifications:
  - Served as a mentor at least three times

- At least ten years of teaching experience
- Responsibilities:
  - Facilitates the assignment of mentors to teachers
  - Acts as a liaison between new teachers, mentors, and administration
  - Conducts periodic meetings of mentors and new teachers
  - Conducts an evaluation of the Mentor Program and reports to the GTF and the Superintendent and/or designee. (See appendix).
  - Facilitates and maintains the confidentiality of the Mentor teacher relationship
  - Assists and supports mentors in fulfilling their responsibilities
  - Collects the logs of the Mentors two times a year and forwards them to the Assistant Superintendent.
  - Serves on district wide committees

### Mentors

Mentors shall be recognized as resources amongst an array of professional development resources. Mentors must have at least three years of successful teaching experience in Greenburgh Central School District or another school district as a priority for such classification. They must have training in a recognized model of peer coaching/mentoring. They should possess and demonstrate the ability to diagnose strengths and weaknesses in instructional strategy, reinforce, refine and enrich instructional strategies in order to guide and assist teacher growth. Mentors should demonstrate and be recognized for their human relations skills. In general, Mentors:

- Must be trained as a mentor
- Must have a minimum of three successful years teaching experience in Greenburgh Central School District or another school district
- Must mentor directly at least 1 period in a 6 day cycle
- Must maintain a mentoring log which will be required for compensation
- Must attend 2 New Teacher Institute sessions
- Teachers must be tenured in order to be eligible to serve as a mentor.
  - Notwithstanding the foregoing, any non-tenured teacher currently serving as a mentor as of October 2019 may continue to so serve for the remainder of the 2019-20 school year.
  - Regarding future Mentor appointments, in the event the District does not receive Mentor applications from a sufficient number of tenured teachers, or does not receive Mentor applications from tenured teachers in sufficient and/or appropriate content areas, the GTF will engage in discussions with the District regarding the appointment of non-tenured teachers to serve as Mentors for that school year or portion thereof. The GTF will not unreasonably withhold agreement to appoint non-tenured teachers in such circumstances.

### Teaching and Assignments:

If a Mentor is selected to perform mentoring, he or she shall receive the following to facilitate these duties:

- The Mentor and mentee shall receive one release period in a 6 day cycle to conduct mentoring sessions

- The Mentor shall receive the contractual stipend agreed upon when all hours have been completed
- The Mentor shall keep a log of the mentoring activities which took place. This log shall be available monthly for review by the Mentor Coordinator and Central Administration.
- Consideration for a common planning period will be given.
- The mentor and mentee shall meet with the principal to arrange where and when mentoring sessions will take place each week.
- The principal shall support mentors/mentees with class coverage should they need to observe a teacher.

The Mentor shall:

- Keep all knowledge gained from the Mentor relationship strictly confidential.
- Not participate in the evaluation of any teacher the Mentor has mentored within the district for a period of three years.
- Participate in the in-service programs designed for Mentors.
- Attend the beginning of the year (September) and end of the year (June) New Teacher Institute sessions (date and time to be provided by Mentor Coordinator at the beginning of the school year)

Mentor-Mentee Relationship:

The Mentor has been trained in a special professional development program. He/she has demonstrated outstanding teaching ability and has been recommended by colleagues for this role. A Mentor is a teacher with many years of teaching experience in Greenburgh. He or she has been trained to facilitate and develop the skills you will need to become an excellent teacher. The Mentor is here to guide and coach you through your first year. The Mentor's direction is sole to you and for you. His/her broad based knowledge of instructional strategies will be made available to you at your mentor meetings and in classroom visitations. The Mentor will offer suggestions, ask lots of questions, and will help you focus on important instructional skills.

The Mentor has agreed to maintain a very special relationship that is nonjudgmental and above all non-evaluative. You will enjoy confidentiality because the Mentor is there to be diagnostic and prescriptive. In other words, if something doesn't seem to be right, the Mentor will help you to determine what is wrong and how to fix it. Of course, the Mentor is there to help you build upon the positive skills you already have. The Mentor is someone you can trust. If there is a problem do not hesitate to confide in your Mentor. Remember you are new and that means you may have questions and some concerns.

What if the Mentor and Mentee are not compatible?

If a problem arises between the Mentor and the Mentee, he or she will immediately notify the Mentor Coordinator who will meet with both parties. If a solution can be worked out, the Mentoring shall continue. If not, the Mentor Coordinator shall make an appropriate change if possible. If no change is possible, then the Mentor Coordinator shall make a decision about an alternative support system.

Mentor-Mentee Responsibilities:

### *Meetings*

The Mentor will meet with you for at least one period in a six day cycle, allowing time for the Mentor to discuss any questions or concerns that you might have. You will have to log the activities and the amount of time spent. The mentee is required to initial the logs after each session.

### *Classroom Visits*

Classroom visits will be designed to fit your needs. Several models have been helpful to mentors and new teachers. These models are suggestions; other arrangements can be made.

#### *The mentee visits the mentor*

The mentee might wish to visit the Mentor to observe classroom management, room arrangement, curriculum ideas, or just to see another person's work.

#### *The mentor and the Mentee teach together*

You and your Mentor may choose to plan and co-teach.

#### *The Mentor Visits the Mentee*

You will find it helpful in having the Mentor visit your classroom and give you feedback. The discussion could center on the areas that would be most helpful to you.

#### *The Mentee Visits Another Teacher*

You should visit the class of another teacher in the same school at the same grade level. This visitation should allow for the exchange of ideas, materials, curriculum, and sample lesson plans. These materials should be discussed with the mentor and ideas about instructional strategies should be exchanged.

Release time for these visitations will be arranged by the Mentor with the support of the principal.

You and your Mentor will maintain a log of your meetings and the topics discussed. The purpose of this is to document Mentor Mentee contact and to track the NYSED professional development requirement. The log is in the Appendix of this document and is available digitally by the mentor coordinator.

### Peer Support for Experienced Teachers

The Mentor Program is a program designed to assist the experienced teacher who is experiencing difficulty. This teacher has received in writing a notice of an administrative concern or has received an unsatisfactory rating. This program is meant to provide non-evaluative peer support. *This program is entirely confidential.*

### *Support Process*

- The teacher involved shall receive a list of Mentors.
- If the above teacher chooses a Mentor as a means of improvement, he or she shall connect with the Mentor Coordinator.

### Confidentiality

The Mentoring Program is absolutely confidential, and the relationship between the teacher and the Mentor shall be considered privileged.

### Mentor Coordinator Application Process

A teacher who wishes to be a mentor coordinator should submit to the Assistant Superintendent's office:

1. Letter of Intent which includes
  - Why you want to be a mentor coordinator
  - A brief description of your experiences as a teacher and a mentor (i.e. positions held, contributions made, etc.)
  - Why you would be a good mentor coordinator
  - Peer letter of recommendation
  - Any other relevant information
  
2. Documentation of mentor training through Edith Winthrop Teacher Center

### Mentor Application Process

A teacher who wishes to be a mentor should submit to the Assistant Superintendent's office:

1. Letter of Intent which includes
  - Why you want to be a mentor
  - A brief description of your experiences as a teacher (i.e. positions held, contributions made, committees served on, courses you have taken in the last three years to support best practices in the classroom)
  - Why you would be a good mentor
  - Peer letter of recommendation
  - Any other relevant information
  
2. Documentation of mentor training through Edith Winthrop Teacher Center

### **Recommendations**

- Conduct professional development throughout the school year and on half days.
- Conduct articulation meetings throughout the year
- Involve faculty in the identification, choice, implementation, and preparation of new initiatives.
- Evaluate the effectiveness of new initiatives.
- Develop a PDP for administrators which should be aligned with the teacher PDP.
- Adopt a District calendar that reflects the best practices for professional development.

APPENDIX E

Memorandum of Agreement

The negotiating teams for the GTF and the Greenburgh Central 7 School District agree to recommend for an extension of the 2000-2004 collective bargaining agreement through June 30, 2006:

1. All terms of the existing contract will remain in full force and in effect through June 30, 2006, except as provided herein;
2. Salaries of all unit members who were on their top step in 2003/04 will be increased ½% then;
3. All schedules will be increased 3% for 2004/05;
4. All schedules will be increased 3% for 2005/06;
5. Unit members assigned to ECP will make a full step movement from 2004/05 to 2005/06 and thereafter.
6. This agreement is subject to ratification by the Board of Education and the membership to the GTF.

Dated: August 30, 2005

Signed this 30<sup>th</sup> of August 2005:

For the District:

*[Handwritten signatures for the District]*  
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For the GTF

*[Handwritten signatures for the GTF]*  
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**Appendix F-1**  
**EXTRA CURRICULAR AND COACHES**

**CATEGORY 1 - \$7,986**

Basketball (Boys/Girls) – Head Coach Varsity

Football – Head Coach Varsity

**CATEGORY 2 - \$6,025**

Baseball – Head Coach Varsity

Softball – Head Coach Varsity

Basketball (Boys) – Varsity Assistant

Spring Track (Boys/Girls) – Head Coach Varsity

Field Hockey – Head Coach Varsity

Swimming (Boys/Girls) – Head Coach Varsity

Gymnastics – Head Coach Varsity

Track (Boys/Girls) – Head Coach Varsity

Ice Hockey – Head Coach Varsity

Volleyball – Head Coach Varsity

Lacrosse – Head Coach Varsity

Wrestling – Head Coach Varsity

Soccer (Boys/Girls) – Head Coach Varsity

**CATEGORY 3 - \$5,410**

Basketball (Boys/Girls) – Head Coach Jr. Varsity

Football – Head Coach Jr. Varsity

Basketball (Girls) – Varsity Assistant

Football – Assistant Coach Varsity

Bowling (Boys/Girls) – Head Coach Varsity

Golf (Boys/Girls) – Head Coach Varsity

Cross Country (Boys/Girls) – Head Coach Varsity

Tennis (Boys/Girls) – Head Coach Varsity

Fencing – Head Coach Varsity

**CATEGORY 4 - \$4,033**

Baseball – Assistant Coach

Soccer (Boys) – Modified

Baseball – Modified

Softball – Head Coach Jr. Varsity

Baseball – Varsity Assistant

Softball – Varsity Assistant

Basketball (Boys) – Assistant Jr. Varsity

Tennis (Boys/Girls) – Head Coach Jr. Varsity

Basketball (Boys/Girls) – Modified

Tennis (Boys/Girls) – Modified

Cross Country – Modified

Track – Modified

Fencing – Varsity Assistant

Track – Modified Assistant

Field Hockey – Head Coach Jr. Varsity

Volleyball – Head Jr. Varsity

Football – Modified

Volleyball – Modified

Football – Modified Assistant

Wrestling – Modified

Ice Hockey – Head Coach Jr. Varsity

Wrestling – Varsity Assistant

Soccer – Head Coach Jr. Varsity

**CATEGORY 5 - \$3,240**

Cheerleading Coach

**CATEGORY 6 – \$1,002**

Intramurals

Note: For historical purposes inactive Extra Curricular and Coaches are included

**Appendix F-2  
CO CURRICULAR**

**LEVEL 1 - \$3,240**

Drama Advisor (Musical Theater – Drama)  
Falcon (8 or more issues)  
MSG Varsity  
Musical Productions (Musical Theater – Music)

Senior Class Advisor  
WISE Coordinator  
Yearbook Advisor 9-12

**LEVEL 2 - \$2,440**

Academic Challenge  
Co-Curricular Liaison 7-12  
FBLA Advisor  
Falcon (less than 8 issues)  
Girls Club  
Key Club Advisor  
Knitting Club  
Math Team Advisor  
Nat Junior Honor Society  
National Honor Society

Special Olympics  
TSTT  
Yearbook Advisor (JHS)

**LEVEL 3 - \$2,083**

Animal Care Club  
Anime  
African Culture Club  
Band -- Football (Pep Band)  
Black Student Union  
Builders Club  
Dance Squad Advisor  
Debate Advisor  
Drama (RJB)  
Drama Club Advisor  
EBCC Advisor  
eSports Club  
Gender & Sexuality Alliance  
Girls Talk Club  
Global Travel  
Jazz Band  
Jazz Club  
Korean Pop Culture

Lego Robotics  
Links/UN  
Literary Journal  
Newspaper/Passages  
Orienteering Advisor  
Passages Advisor  
PEP Squad Advisor  
Science Honor Society  
Spanish National Honor Society

**LEVEL 4 - \$818**

Aspira/LASO  
Bailey Broadcasting  
Bowling Club (RJB)  
Buddy Program  
Builders Program  
Cartooning  
Chess Club  
Class Advisors (Grades K-11)  
Club Advisors (RJB)  
College Bowl Team  
Computer Club  
Concert Spring Band  
Concert Spring Choral  
Concert Winter Band  
Concert Winter Choral  
Environmental Club  
French Club  
Great Issues

Italian Club  
Lego Robotics  
Math Team  
Newspaper (RJB)  
Radio Club Advisor  
Science Club  
Ski Club  
Spanish Club  
Special Olympics Assistant

**LEVEL 5 (1) – \$3,716**

Student Council Advisor

**LEVEL 5 (2) - \$7,429**

Student Athletic Director (7-12)

**BOARD APPROVED OVERNIGHT ACTIVITIES (PER NIGHT) - \$240**