

GREECE CENTRAL SCHOOL DISTRICT

TOWN OF GREECE, N.Y.

AGREEMENT BETWEEN

Greece Central School District
and
Greece Teachers Association

July 1, 2004 - June 30, 2006

Student Learning Is The Goal

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INTRODUCTION

“Student learning is the goal” is the primary mission of the Greece Central School District.

To be successful in achieving this primary mission, we must have:

- clearly stated and broadly agreed upon instructional expectations;
- an organization that recognizes the importance of the role of the classroom teacher and adequately empowers and supports all staff;
- individuals assuming responsibility for results; and
- clearly identifiable, understood, and agreed upon responsibilities (in terms of key results) for every employee.

The parties to this agreement are committed to the primary mission and pledge joint support and effort to develop the conditions for success outlined above. This agreement was developed and should be viewed as an important part of our collective efforts to ensure that the Greece Central School District is successful in achieving this primary mission.

BASIC AGREEMENT

ARTICLE I RECOGNITION

The Greece Central School District (hereinafter referred to as the "District"), by its Board of Education, hereby recognizes the Greece Teachers Association (hereinafter referred to as the "Association") as the exclusive bargaining agent for all certified personnel, including Long Term Substitutes as defined in Article XXIII serving in a professional capacity excluding all school and district administrators, all school and district supervisors, interns working toward provisional certification, teaching assistants and per diem substitutes. This recognition shall continue undisturbed for the maximum period permitted by law.

ARTICLE II NATURE OF THE AGREEMENT

- A. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written amendment to this Agreement.
- B. This Agreement shall supersede any rules, regulations or practices of the District which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be considered a part of the established policies of the District.
- C. Any arrangement, agreement or contract between the District and an individual unit member, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this and subsequent agreements.
- D. If any provision of this Agreement or any application of the Agreement to a unit member or any unit members shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- E. In the administration of the Agreement the parties will recognize the Federal and State AntiDiscrimination Laws.
- F. If the effectuation of any benefits herein is determined not to be permitted by law and/or Wage Board Regulation as of the date it is to go into effect, it is agreed that the employees are to receive the full value of such benefits in form mutually agreed upon and consistent with law and/or Wage Board Regulations.

- G. Where there are time limits set forth in the Agreement, including those in the grievance procedure, such time limits may be waived by the parties provided such waiver is in writing. School management teams may seek waivers pursuant to the procedures and limitations set forth in Article XXIV, Section A.3.
- H. The Association agrees that all of the functions, rights, powers, responsibilities and authority of the District with regard to the operation of its schools and the direction of its certified employees which are not specifically modified by this Agreement are, and still remain, those of the District.

ARTICLE III PROFESSIONAL INVOLVEMENT IN CHANGE

It is the intention of the parties to meet from time to time to discuss areas of mutual interest, to identify problem areas, and to discuss ways of resolving the areas of mutual interest.

It is understood that changes in the manner in which we organize and deliver instructional services will occur. The parties recognize that issues and concerns will arise which may not be covered by this Agreement. To address these issues, the parties may agree that mutual interests would benefit from collaborative study or problem solving. In such cases, options which are intended to ensure professional involvement in the process are available to the Superintendent of Schools and the President of the Greece Teachers Association.

- A joint study team with representatives of the District and Association who share involvement with the issue at hand may be established to collect and review information about specific issues. Such study teams will deal with the issue or issues for which they were created and charged and shall serve until the completion of the team's recommendation(s). Timelines and charges for study teams will be issued jointly by the Superintendent of Schools and the President of the Association. Recommendations will be filed with the District and the Association.
- A joint resolution team with representatives of the District and Association who share involvement with the issue at hand may be established to research options and prepare recommended resolutions to specific problems or issues which have been jointly referred to them by the Superintendent of Schools and the President of the Association. Resolution teams will deal with the issue or issues for which they were created and charged and shall serve until the completion of the team's recommendation(s). Recommendations will be filed with the District and the Association.
- This article is not intended to limit the parties in addressing important interests and concerns through regular bargaining processes.

ARTICLE IV NEGOTIATIONS

- A. It is contemplated that the terms and conditions of employment provided in this Agreement shall remain in force until altered by mutual agreement in writing between the parties. The procedures for change are outlined in Article III of this Agreement.
- B. All terms and conditions of employment shall be maintained at the highest minimum standards in effect at the time this Agreement is signed. In any event, the duties of any unit member or the responsibilities of any position in the negotiating unit will not be substantially increased without prior notice to the Association and negotiation with the Association, if requested.
- C. In the event that the Board considers a change in policy or procedure which is not a part of this Agreement and which is within the scope of bargaining or affects terms and conditions of employment, the Board shall notify the Association and shall negotiate with it with respect to such changes.
- D. 1. From this point forward, negotiations between parties shall be interest based.
2. In the event that opportunities arise for mutual gain brought on by new insurance programs or by state retirement incentive legislation, the parties will meet to engage in an interest based bargaining process within fourteen (14) calendar days to determine whether such opportunities are of mutual benefit.
- E. Unless a delay is mutually agreed upon, the parties shall enter into good faith negotiations over a successor agreement covering the following school year no later than sixty (60) days prior to the impasse date preceding the termination date of this Agreement. Unless a delay is mutually agreed upon, where provisions by their own terms terminate on a date other than the termination date of this Agreement, the parties shall enter into negotiations concerning successor provisions sixty (60) days prior to the impasse date preceding the termination date of such provision.
- F. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party, and each party may select its representatives from within or outside the District. While no final Agreement shall be executed without ratification by the Association and the District, the parties mutually pledge that their representatives will be vested with all the necessary power and authority to reach agreement.
- G. Upon request by either party, each party shall make available to the other, as soon as practical, information, statistics and records which are relevant to negotiations, or necessary for the proper administration or enforcement of this Agreement.
- H. Copies of this Agreement shall be reproduced at the expense of the District and made available to all unit members now employed or hereafter employed by the Board within two weeks after its execution or such employment if that occurs later.

- I. If during the term of this Agreement, a National Health Insurance Program is put into law and implemented, the parties will negotiate concerning the allocation of any savings to the District.
- J. This Agreement shall be effective as of July 1, 2004, and shall continue in effect through June 30, 2006.

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

ARTICLE V PROBLEM SOLVING/ ARBITRATION PROCEDURE

A. Declaration of Purpose

The purpose of this procedure is to reach, at the lowest possible level and at the earliest possible time, fair and equitable resolution of unit member professional problems. This process should encourage the application of equitable personnel practices in the resolution of problems.

If a problem concerning terms and conditions of employment appears to be associated with system wide policies, it may be submitted by the Association for District Level Resolution at Step Three.

B. Procedure

1. Step One

In the event that a unit member believes a problem exists in relation to that member's terms and conditions of employment, the unit member shall discuss and attempt to resolve the problem with the unit member's immediate supervisor. Either the unit member or immediate supervisor may request an Association Building Representative or another individual within the building to assist in the attempt to resolve that problem. If the problem is not resolved within ten (10) school days of that discussion, the problem shall advance to Step Two.

2. Step Two

Association Leadership and the appropriate Assistant Superintendent shall meet to discuss, and attempt to resolve, the problem. If a successful resolution is not reached within twenty (20) school days of that discussion, the problem shall advance to Step Three.

At Step Two, the Association must specify whether the problem involves a claimed violation, misrepresentation, or misapplication of specific provisions of the Agreement, thereby identifying whether the problem is a contractual or non-contractual issue.

3. Step Three

The Association President or designee and the District Superintendent or designee shall meet to discuss, and attempt to resolve, the problem. If a successful resolution is not reached within twenty (20) school days of that discussion, the problem shall advance to Step Four.

4. Step Four - Board of Education Hearing

Problems not resolved at Step Three may be referred, in writing, to the Board of Education. The referral shall identify the problem and the contractual provisions involved, and shall include all previous written reports concerning the problem. By mutual agreement in writing, the parties may agree to proceed directly to arbitration under this article and waive the Board hearing.

Within fourteen (14) calendar days following the first regular business meeting of the Board following the receipt of a request for a Problem Solving Hearing, the Board shall set a public hearing on the matter which shall be no later than thirty (30) days following the meeting at which such hearing is set. If the Association or unit member or Superintendent deems that an individual would be harmed by public discussion of the matter, then there shall be a nonpublic hearing conducted at an executive session. Within fourteen (14) calendar days after the conclusion of the hearing, the Board shall render its decision. In its deliberations on the matter, the Board shall rely solely on the official referral record and shall not allow further testimony, evidence or recommendation from the Association, the Administration or any other interested party.

5. Step Five - Arbitration

If the Association is not satisfied with the Board's decision, and the Association identified the problem at Step Two as a contractual issue, it may submit the problem to Arbitration according to the following procedures. However, if the Association designated the problem as a non-contractual issue at Step Two, then the problem may be submitted to Arbitration only with the mutual agreement of the Superintendent and the Association President.

1. The Association will serve upon the District within fifteen (15) school days of the Board decision, a copy of the written demand for Arbitration to the American Arbitration Association (AAA). The arbitration shall be held pursuant to Voluntary Labor Arbitration Rules of the AAA. By mutual agreement, in writing, the parties may proceed through use of the AAA's streamlined or expedited process.

2. The selected arbitrator will hear the matter promptly and will issue his or her decision in accordance with AAA rules and timelines.
3. The arbitrator shall have no power or authority to make any decision which requires the commission of any act prohibited by law or which is inconsistent with or will change any of the terms of this Agreement.
4. The decision of the arbitrator shall be final and binding upon all parties.
5. The costs of the services of the arbitrator will be borne equally by the District and the Association.

C. Mediation

At any time during Steps One through Three, the Association and the District may agree to refer a problem to Mediation. Such Mediation shall be conducted by a mutually agreed-upon party. The cost of the services of the mediator will be borne equally by the Association and the District.

D. Time Limits

There shall be a one school year limit on any remedy under this article. Every effort will be made by all parties to expedite this process. The time limits specified for either party may be altered only by mutual agreement in writing.

E. Other

1. No interference, coercion, restraint, discrimination or reprisal of any kind shall be taken by the District or by any member of the Administration against the unit member, any party in interest, any representative, any other participant in this procedure or any other person by reason of participation in the procedure.
2. Problem solving documents shall be retained for ten (10) years in a file separate and distinct from any unit member's personnel file.

ARTICLE VI PROTECTION OF UNIT MEMBERS

- A. Principals and unit members shall be required to report any case of assault on unit members in connection with their employment to the Superintendent or his or her representative. The Superintendent or his representative shall acknowledge receipt of such report and shall report this information to the Board and the Association. In the event of such an assault, the unit member shall immediately notify the principal so that the proper forms may be executed by the school authorities and attending physician.
- B. The District shall continue its existing policy of public support of prosecution of offenders in cases of assault upon unit members while engaged in the performance of duty. The District will also pursue appropriate disciplinary action against the stu-

dents when they are the offenders. The Board recognizes its obligation under Section 3028 of the Education Law to provide legal services and pay legal fees where civil or criminal action is brought against the unit member based on disciplinary action taken against a pupil. In order to avail himself or herself of this protection, the unit member must inform the Board within ten (10) days of such an incident.

- C. Whenever a unit member is absent from school as a result of personal injury caused by an assault occurring in the course of his or her employment, such unit member will be paid full salary and no part of such absence will be charged to annual sick leave.
- D. The District will reimburse a unit member for the cost of medical, surgical or hospital services, less the amount received pursuant to any applicable insurance, incurred as a result of any such injury caused by assault in the course of his or her employment.
- E. In cases of work related injuries not covered under Worker's Compensation, the District will make a reasonable adjustment toward the replacement or repair of dentures, eyeglasses, hearing aids or similar bodily appurtenances, and clothing or other personal property damaged or destroyed or lost as a result of an assault or an accident or bodily injury sustained by the unit member while the unit member was acting in the discharge of his or her duties as a unit member when the unit member has not been personally negligent.
- F. Notwithstanding the provisions of this Article, no unit member may obtain compensation for any replacement, repair or recovery for any article of clothing, bodily appurtenance or other article of value for which he or she has suffered loss resulting from normal wear and tear.

ARTICLE VII SENIORITY AND LAYOFF

Seniority shall be defined as the length of continuous service in the employ of the District in the classifications contained in the bargaining unit. It shall be computed from the most recent date of hire in the unit or in a position which would currently qualify the unit member for inclusion in the unit. Notwithstanding this definition, where conditions which determine layoff, recall, return from leave, promotion or transfer bear important relevance to the area of certification, the seniority unit shall be the certification area.

1. Layoff

In the event that layoff becomes necessary and is not specifically barred by the provisions of this Agreement or law or policy, members of the unit shall be laid off in reverse order of seniority.

2. Recall

In the event of layoff, the District will institute a recall procedure which, when implemented, will insure that unit members will be recalled in the reverse order of layoff.

3. Return from Leave

Unit members returning from leave, paid or unpaid, shall come under the provisions of seniority as defined above. However, unless specifically provided for in this Agreement by the granting of experience credit, the period of absence shall not be considered as adding to seniority.

4. Seniority application for part-time unit members is described in Article XXII, Section B.

**ARTICLE VIII
UNIT MEMBER ASSIGNMENT, TRANSFER AND
POSTING OF VACANCIES**

A. Unit Member Assignments

1. Unit members are hired on a districtwide basis and assigned annually in accordance with the provisions of this Article to give the most benefit to the students and other staff.
 - a. Due consideration shall be given to the particular desires and professional qualifications of the individual unit member in making assignments and transfers.
 - b. Unit member assignments will be made with the consent and cooperation of the unit member assigned whenever possible, but the District reserves the right to assign unit members to such locations and positions as are warranted by the needs of the educational program at the time the assignment is made.
 - c. Notwithstanding the provisions of this Article, no diminution of the principal's supervisory capacity is intended.
2. Prior to June 1 of each year, all unit members will receive written notification of their school assignment and tentative course assignments for September of the next school year. Such tentative course assignments are understood to be made after consultation with unit members involved, and shall identify those courses which it is expected the unit member will teach, and, in addition, shall identify back up or alternative courses which the unit member might be willing to or wish to teach, in the event that circumstances so dictate. The District will make every effort to honor the unit member's preference.

In the elementary schools, such notice shall state the grade level, if known. In the secondary schools, the designation of an elective shall be regarded as a course.

3. Notification in writing will be given to any unit member when a determination has been made after June 1, of any year, that such unit member has an assignment different from that specified in the notice given prior to June 1. The course assignment shall be regarded as different from the notice given prior to June 1, if it is from the back up or alternative list. Any assignment not on such list, either as a primary or back up or alternative course, shall only be made in the event of an emergency.
4. ESOL and speech and remedial language teachers shall be given notification of preliminary assignments on or before June 1 of each year, with notification of final assignment by the first day of school in the following school year.

B. Unit Member Transfers

Other Factors as described in Section A of this Article being equal, seniority shall be used to determine voluntary and involuntary transfer.

1. Involuntary Transfers

- a. Unit members being transferred within the District from one subject area or grade level area to another subject area or grade level area shall retain the rights, privileges, and tenure of the previous position held. No unit member shall be transferred out of his or her subject certification or tenure area without his or her consent in writing.
- b. Unit members returning from leave of absence, paid or unpaid, shall come under the provisions of this Article, except as otherwise specified in Article XX, Section B.3.
- c. Unit members who are to be transferred shall be notified in writing of such transfer on or before June 1, unless an emergency exists.
- d. Any unit member actively on duty in the District and being considered for an involuntary transfer to another building within the District will be informed orally by the building principal of this possibility. This notification will be done as early as possible, but no later than ten (10) school days prior to the contractual deadline for such unit member transfer, unless an emergency exists. The purpose of this notification will be to allow the unit member to express his or her reaction to this proposed transfer. This input from the unit member will be considered by the principal in making the recommendation on whether or not to transfer the unit member. The decision to transfer, however, will continue to be left with the District.
- e. A transferred unit member will be given an opportunity for input regarding preference for his or her schedule in the new assignment.

2. Voluntary Transfers

- a. A unit member desiring a transfer may request a change in assignment by submitting a letter of interest to the Department of Human Resources. The unit member will be notified in writing of the disposition of such request. Letters requesting transfer will not be considered unless submitted by June 30. Letters requesting transfer shall be considered valid from the date filed until August 31.
- b. From the due date of Declaration of Intention Teaching Assignment Forms, through June 30, the pool of candidates for announced vacancies for the next school year shall be all interested unit members who have submitted to the District either a preference for change in assignment on the annual Teaching Assignment Form distributed in February, or a separate letter of interest.
- c. Unit members who notify the District of a desire for transfer to a different school or different grade level or a different subject matter area will receive priority consideration in the event that such a vacancy occurs. If such vacancy occurs, the unit member requesting transfer will be notified of the vacancy so that he or she may follow the established procedures for selection and placement in such vacancies.
- d. Current unit members who are selected to fill vacancies occurring after the beginning of the school year may be allowed to fill the position immediately when the opening occurs, or at the beginning of the next school year. Transfers involving one-semester courses may take effect at the beginning of the semester.
- e. No transfer shall be considered final until the date of its effective implementation. If the position in the building to which a unit member was granted a transfer is eliminated prior to the unit member assuming his or her new duties, the transfer shall become null and void. In such event, the unit member shall retain all the rights and privileges of his or her current assignment.

3. Non-Tenured Teachers

Non-Tenured teachers are not eligible for voluntary or involuntary transfer during their probationary periods. However, under extenuating circumstances transfers will be considered by the Superintendent. In the event of an involuntary transfer caused by a reduction in force, the Education Law and this article will apply provided that the Superintendent and Association President, or designees, will meet, if necessary, to discuss ways to maintain the supervisory relationship for the non-tenured teacher.

C. Posting of Vacancies and New Teaching Positions

1. The District shall post all vacancies and new teaching positions in each building, between September through June. The postings for newly created positions shall include descriptions of the positions and qualifications necessary for appointment.
2. On or before June 7, the District will provide to the Association a preliminary list of names of teachers who have submitted to the Department of Human Resources a letter requesting transfer for the next school year. The District will also provide to the Association a preliminary list of all open positions district wide. By July 15, the District will provide to the Association a final copy of the aforementioned lists.

ARTICLE IX OTHER EMPLOYMENT OPPORTUNITIES

- A. 1. The District shall post written notice of any vacancy in positions related to professional instructional services other than classroom teaching as soon as practicable or at least fifteen (15) calendar days prior to the last day on which applications will be accepted. This notice shall clearly set forth a description of the qualifications for the position, including duties and salary.
2. Appointments to such positions shall continue from year-to-year unless the incumbent resigns, retires or the District chooses to post the position.
- B. Any qualified unit member may apply for such positions. A unit member interested in an occupied position may declare interest in the position at any time by submitting a letter to the Department of Human Resources. A letter of interest will be valid from the date of filing until the next posting of vacancies for positions of the same type (e.g., coaching, extra-curricular, etc.)
- C. The District shall be required to consider any occupied position open for which there is a letter of interest on file at the time of posting of vacancies for the positions of the same type.
- D. Unless the District chooses to post an occupied position, only the incumbent and the unit members with a letter of interest on file shall be considered applicants for such a position.
- E. All applicants for such positions from unit members shall be acknowledged in writing within ten (10) school days of receipt of application by the District administration, and all applicants shall be formally notified when a position is filled.
- F. For both vacant and occupied positions, the District shall give due weight to the professional background and attainments of all applicants. Other factors being substantially equal, first consideration shall be given to the most senior applicant from the District, as defined in Article VII.

- G. Upon request, unsuccessful applicants shall be given an oral explanation by the person most influential in the decision. Arrangements shall be made through the Department of Human Resources. The applicant has the right to have a representative of the Association present at such discussion.

ARTICLE X COMMITMENT TO EXCELLENCE

The Greece Central School District and the Greece Teachers Association are committed to excellence. Teachers are expected to demonstrate competence in the four (4) areas of performance defined in the Commitment to Excellence at page 50. The behaviors and/or skills listed in the four (4) areas of the Commitment to Excellence are high levels of performance to which all teachers aspire. We believe teachers will move along a continuum of growth within each of the four areas.

The Greece Central School District and the Greece Teachers Association acknowledge that there is a wide range of behaviors and/or skills that may be exhibited by teachers that constitutes satisfactory performance. Teachers are expected to perform at a satisfactory level in each of the four areas. It is also expressly understood that the listed behaviors and/or skills are not to be used as a checklist for the evaluation of teacher performance.

ARTICLE XI PROFESSIONAL PERFORMANCE REVIEW

A. The Professional Performance Review Process

The Professional Performance Review Process is designed to provide opportunities for ongoing dialogue and formative feedback to enhance the quality of the teaching and learning process. The evaluation component of the Professional Performance Review occurs once annually for each staff member.

1. The process is intended to encourage teaching practices that:
 - Provide meaningful dialogue with teachers regarding successful instruction
 - Increase student success
 - Reinforce exemplary teaching practices
 - Reflect teacher and student behaviors
 - Discuss potential areas for growth
 - Promote opportunities to discuss common instructional values, and the District's instructional vision
 - Discuss resources for improvement of instruction

2. An important component of the Professional Performance Review is the classroom observation.

B. Types of Observations

1. The Greece Central School District is committed to ongoing growth and improvement of student learning. The observation process is intended to be a vehicle that promotes professional growth for teachers and supports successful learning opportunities for each student.
2. In general, observations may be formal or informal. Formal observations provide direct specific written feedback and opportunities for dialogue regarding the instructional process and focus on the enhancement of student learning. Informal observations (e.g., drop-ins, classroom visits, and walk throughs) provide additional opportunities for dialogue regarding instruction and the enhancement of student learning.

C. Steps in the Observation Process

1. A collaborative observation process includes dialogue about the content and timing of the observation, a planning conference, the observation itself, and a reflection conference. At the completion of these steps, a written draft is completed by the observer. Discussion of the draft occurs, as necessary, before it is finalized.
2. In the event that either party chooses, the following steps as outlined in the contract apply to the observation process.
 - When an announced formal observation of a unit member is being made, the unit member shall be given reasonable written notice of when the observation will occur and shall be informed as to who is making the observation. A unit member may request, however, that no such notification be given.
 - During the observation, the lesson highlights are noted in writing by the observer.
 - The Professional Performance Review Criteria (Appendices A, B, C, or D in the Professional Performance Review Document) are used as the framework for the written report. These represent the potential areas that can be cited in the report.
 - A draft of the observation report will be given to the teacher within ten (10) school days after the observation. The observation report shall be limited to the observed lesson.
 - The post-observation reflection conference will be scheduled within ten (10) school days of the teacher's receipt of the draft observation report.
 - At the post-observation reflection conference, a dialogue will occur that may address the topics found in Appendices A, B, C, or D in the Professional Performance Review Document.

- The report should be written as a narrative that includes a lesson summary, elements of effective instruction, recommendations and a conclusion as in Appendix E in the Professional Performance Review Document.

D. Frequency

1. Non-tenured teachers will be observed a minimum of three (3) times each year during their probationary period. A minimum of two (2) formal observations will be made during the first semester each year. Observations may be completed by the building supervisor and/or by the designated director/coordinator in the Department of Curriculum and Instruction.
2. Tenured teachers will be observed a minimum of one time each school year, unless they are completing an Alternative Professional Performance Review option.

E. Alternative Professional Performance Review Options

1. The District recognizes that alternatives to traditional classroom observation are acceptable. To be eligible for an alternative option in a given year, the supervisor and tenured teacher must mutually agree to participate. Such agreement should take place prior to any year in which an alternative option to be used. The purpose of an Alternative Professional Performance Review is to encourage staff to identify a means to evaluate contributions made on an annual basis that are aligned with the applicable teacher Professional Performance Review Criteria. Through dialogue with the immediate supervisor, a method of evaluation is jointly determined. Alternative options include the examples referenced in the Professional Performance Review Document.
2. All Alternative Professional Performance Review options shall be documented in writing using the form provided in Appendix G in the Professional Performance Review Document.
3. The tenured teacher may elect to participate in an alternative option in collaboration with the building principal, in most cases, by June 1 of the year preceding the evaluation. Agreement is reached regarding the type of process to be used and the method of documentation. The principal also verifies the availability of resources (as needed) to support successful completion of an alternative process.
4. The teacher will meet with the supervisor a minimum of one time during the school year to update the supervisor on progress being made and assistance or support needed.
5. A final summary (Appendix H) shall be written by the teacher, with written comments by the supervisor, by June 1 of the school year.
6. At the year-end conference, the intent to continue with an alternative process is verified.

7. It is recognized that on occasion, either the teacher or the supervisor may elect to revert back to the traditional classroom observation. Prior to that decision being made, a meeting will occur between the teacher and supervisor to formalize this decision.
 8. In addition to the non-traditional assessment, the building supervisor completes and annual evaluation (narrative) referring the tenured teacher's success in demonstrating the Professional Performance Review Criteria (Appendices A, B, C, or D in the Professional Performance Review Document).
- F. All unit members shall receive an annual evaluation. An annual evaluation shall be written for all probationary unit members based upon whatever written observations were made and upon any other information pertinent to the purpose of evaluation. Unit members shall receive a copy of a draft of their annual evaluation at least two (2) days before any conference thereon and in the case of probationary unit members such draft shall be received no later than June 1. For tenured unit members, the evaluation may be completed at any time during the school year. For all unit members, a conference with the supervisor shall be scheduled concerning such evaluation within ten (10) school days of receipt of such draft unless mutually extended. A unit member shall have the right to submit a written response or explanation to such evaluation which shall be attached to such evaluation. Space for unit member comments of a reasonable length shall be added to the evaluation form and the evaluation report shall relate to performance during the period covered by the report. A unit member shall be informed whenever a situation or circumstance arises which would be detrimental, in and of itself, to such unit member's evaluation.
- G. Probationary unit members will be given notice no later than sixty (60) days prior to the end of their probationary period that they will not be continued in employment, but every effort will be made to give more notice in cases where an earlier decision not to continue such employment has been made by the Superintendent. In cases where the evaluation process has caused delay, notice will be given as soon as a decision is reached. No unit member will be disciplined, reprimanded, reduced in rank or compensation, or deprived of professional advantage without just cause.
- H. Unit members will not ordinarily be accompanied by a representative at evaluation conference although they may be accompanied at such conferences if reasonable notice has been given to the evaluator.
- I. The District and the Association recognize the need for, and are committed to, the improvement of instruction. Both parties agree to actively pursue and support activities and programs which are designed to improve classroom instruction. Further, the parties understand that programs designed specifically to improve classroom instruction (e.g., Effective Elements of Instruction) are most effectively implemented when the activities of the program are not part of the formal process of unit member evaluation.

ARTICLE XII PROFESSIONAL IMPROVEMENT PLAN

- A. On occasion, the performance of a teacher may not meet the standards reflected in the Professional Performance Review criteria. In this instance, an improvement process will be initiated. The purpose of this process is to assist the teacher to identify, improve, and consistently apply the Professional Performance Review criteria in her/his work.

The District shall identify to the Association, a unit member in need of improvement. The teacher may utilize members of the Greece Teachers Association to assist in the implementation of the plan. Such assistance can include observation, visitation, etc. The Association's designated participants in such activities shall not be compelled by the District to testify concerning such activities in a disciplinary proceeding against the teacher involved.

- B. The process includes the following steps and procedures:

1. Intent

In those cases where the need for performance improvement has been identified through the regular Professional Performance Review process, an instructional improvement program will be used as part of an observation plan designed to address performance concerns. It is understood that the principal has already discussed performance concerns with the teacher prior to recommending an improvement plan. If the District is considering dismissal as described in Article XIII (Fair Dismissal), this process shall have been invoked prior to any action. Other reasons for dismissal will not require this process.

2. Procedure

The building principal will have a conference with the teacher and if appropriate, the curriculum director/coordinator, to discuss the teacher's performance and to formulate a plan with specific recommendations designed to assist in the improvement of the unit member's performance and to outline the procedures defined in this process. At this conference, the teacher shall be entitled to have a designee from the Greece Teachers Association present. The teacher and administrator will jointly reflect on the areas of growth discussed at the meeting and will collaboratively develop the written plan. Specific improvement strategies will be incorporated into the plan. The improvement plan must be implemented within thirty (30) calendar days following the initiating conference.

The plan may contain the following:

- Identification of specific area(s) which are in need of improvement.
- Identification of the specific behavior, performance, or standards required for acceptable performance.
- Description of specific activities designed to achieve acceptable performance

- The improvement plan for the teacher shall involve a period of at least sixty (60) days from the date of the conference
- The Greece Central School District Professional Performance Review criteria will be used to assess successful plan completion
- A timetable and method for evaluating the teacher's improvement
- Modeling of the desired practices

With prior notification to the teacher, the principal and appropriate director/coordinator shall jointly observe the teacher at least twice during the period of the plan. One observation shall be conducted early in the plan period and one observation shall be conducted near the conclusion of the plan period. Either the teacher or the principal can initiate additional observations.

If, after additional observations, the instructional performance of the teacher continues not to meet District standards, a written notice shall specify areas in which the teacher's performance is still considered unsatisfactory.

The principal shall then schedule a meeting with the teacher, director or coordinator, and the designee from the Greece Teachers Association to review the teacher's progress. This meeting shall be scheduled prior to any action taken by the Superintendent.

3. No provision of this process shall limit the rights of an individual under applicable state or federal laws, or other provisions of this contract, nor limit or reduce powers and duties of the Superintendent of the Board of Education.

ARTICLE XIII FAIR DISMISSAL

- A. Beginning with the first day of their second year of employment or after having worked a number of days equal to the total number of work days in the school year, whichever is later, no unit member not on tenure shall be dismissed except for just cause and through the use of the fair dismissal process. To be eligible for the following fair dismissal process, qualifying Long Term Substitute service must have been for the complete duration of one full school year, from at least the 15th of September through the end of June 1.
 1. In the event that the District is considering the dismissal of such a unit member or is considering not granting tenure to such a unit member for performance concerns, the process in Article XII shall have been invoked prior to any action. Other reasons for dismissal will not require that process. The improvement plan must be in effect for not less than sixty (60) days.

2. Following paragraph 1, if the Superintendent determines that said unit member should be dismissed, he will give said unit member a notice of his intention to make such a recommendation to the Board stating reasons for supporting his recommendation. This notice of intent to recommend dismissal shall be provided to said unit member no later than thirty (30) calendar days prior to the Superintendent's submission to the Board of the recommendation for dismissal.
 3. At any time during the thirty (30) calendar day period indicated in paragraph 3. above, said unit member may obtain a hearing before the Board, by written request to the Clerk of the District, at which hearing:
 - a. The Superintendent shall present the reasons and supporting evidence for the recommendation for dismissal.
 - b. The unit member shall be given an opportunity to rebut the Superintendent's case by cross examination of any witnesses and/or evidence presented by the Superintendent, and the presentation of his or her own witnesses and evidence.
 - c. During the proceedings outlined in paragraph 4.a. and 4.b. above, the unit member may be represented by counsel of his or her choice.
 4. In the proceedings outlined in paragraph 3. above, the Association may, at its option, be represented as a party in interest, and at such time may present witnesses and evidence in support of its interests and shall have the right of cross examination of any witnesses and/or evidence presented by either the unit member or the Superintendent.
 5. After hearing the evidence, the Board shall render its decision. Should the Board accept the Superintendent's recommendation of dismissal, it will give the unit member no less than thirty (30) calendar days notice of such dismissal. In its decision, however, the Board shall not be bound by the recommendation for dismissal sought by the Superintendent, but may, in its discretion, apply a remedy less than dismissal.
 6. As provided for under the Education Law, The Board's decision on whether to grant or deny tenure shall not be subject to the Grievance Arbitration procedure. The Board's decision under this Article to dismiss a unit member during the probationary period and issues of whether contractual procedures were properly followed may be submitted directly to Arbitration under Article V with all of the rights provided therein.
- B. 1. A unit member on tenure in the District shall, in the event that dismissal proceedings are brought against him or her, have the option and right to elect to follow the procedures under Section 3020-a of the Education Law or its successor provisions (i.e., statutory tenure proceeding), or shall have the option and right to waive such Section 3020-a procedures and following the procedures in subdivisions A.1. through A.6. above including arbitration or shall have the option and

right to enter the grievance procedure at the arbitration stage. This election shall be in writing within ten (10) school days of the notice to the teacher of dismissal proceedings and will preclude the unit member from following the other two options not elected.

2. A unit member on tenure electing under this section to follow the procedures of subsections A.1. through A.6. above shall meet with the immediate supervisor within ten (10) school days of the election under this section for the purpose of discussing the improvement of the unit member's performance in order to continue his or her employment. The unit member may have the Association representative of his or her choice at this meeting. The unit member shall then have an improvement period of not less than sixty (60) nor more than one hundred twenty (120) school days.
3. When the District commences dismissal proceedings against a tenured teacher through the Education Law section 3020-a process, the annual salary increases of the teacher will be held in escrow by the District until the proceeding is concluded.

In the event the teacher is not dismissed as a result of the 3020-a hearing, the teacher will be paid the total of any salary increases the teacher would have received during the proceeding.

This provision shall not apply to probationary teachers.

- C. If no dismissal proceedings are brought or if such proceedings do not result in a recommendation of dismissal, the entire record of the proceedings shall not be placed in the unit member's personnel file.
- D. The warnings and improvement procedures outlined in Section 2 above are not applicable in any case where the discipline, discharge or termination is sought by the District on grounds of criminal or sexual improprieties by the unit member.

ARTICLE XIV PROFESSIONAL RESPONSIBILITIES

- A. The principal shall set forth the responsibilities of all unit members. In the cases of new unit members, this shall be done upon appointment to his or her school or as soon after as possible, and in the case of other unit members at the time the unit member reports to the school of his or her assignment.
- B. The teacher is more than a subject specialist and must be concerned with the encouragement and guidance of those pupils for whom he or she is assigned.
- C. Both the Association and the District recognize that the supervision of student behavior is the professional responsibility of all staff.

ARTICLE XV TEACHING CONDITIONS

The primary duty of the unit member is to facilitate student learning. The school day should be organized with the idea of ensuring that the energies of the unit member are primarily utilized to this end.

A. K-12 Conditions

1. Hours

- a. The contractual work day for unit members shall be seven hours. It is recognized by the parties that professional responsibilities occur outside of the contractual work day.
- b. The length and time of the school day for students shall be six hours and thirty minutes or as determined by the District subject to the directives of the New York State Department of Education. A unit member is expected to be on duty prior to the arrival of students and to remain until after the students for whom the unit member is responsible have left the school.
- c. All unit members shall be entitled to a duty free lunch period of at least thirty (30) consecutive minutes.
- d. The District assumes responsibility to provide substitutes for unit members whenever a unit member is absent from school. In short term situations, adequate coverage may be arranged through school staff.

2. Supervision

- a. Except as provided in section D.2. of this article, duties of a supervisory or clerical nature, such as outdoor activity period, bus, hall and all other patrol duties, work on a school wide basis related to handling, distributing, storing and inventorying of books, supplies and equipment, including audiovisual and science equipment, the duplicating of teaching materials, the collection of monies and the scoring of standardized tests, will be performed by support personnel when available. When not available, efforts may be made to involve students and the community in performing such duties. When such efforts are not successful, such duties may be assigned to unit members only after consultation with such unit members.
- b. The acceptance of assignment of lunchroom or cafeteria duties shall be on a voluntary basis.

3. Even Work Load

In preparing schedules, all reasonable precautions shall be taken so that a unit member's work load will be kept as even as possible from day to day and unit member movement from room to room will be kept to a minimum.

4. Enrollment Count

The number of pupils used to establish the staffing ratios in this article shall be actual enrollment as of the first full week of each semester, but changes in the second semester enrollment shall not result in the loss of a teacher.

5. Private School Assignments

Unit members whose teaching responsibilities are entirely in private schools shall, nonetheless, be assigned to a public school chosen by administration. The teaching conditions of such unit members shall be as nearly identical as possible to other unit members assigned to that public school. Such unit members shall be evaluated by an administrator of the public school to which they are assigned.

6. Student Teachers

A professional unit member recognizes his or her responsibility to the profession to assist in the preparation and learning of those preparing to enter the profession as student teachers. However, no unit member shall be required to participate in any student teacher or intern program and no student teacher shall be required or allowed to teach a class unless under the direct supervision of a unit member. Student teachers will not be assigned to a sponsor teacher or teachers without prior approval.

7. Certified Personnel

Only certified teaching personnel as defined by the New York State Education Law shall be in charge of the classroom, but uncertified personnel shall be allowed to function under the direction of said certified personnel.

8. Teacher Aides

a. Use of Support Staff

The District, realizing that the time of unit members should be freed to allow unit members to be engaged in instruction for as much of their day as possible, agrees that no task shall be assigned to a unit member which can be done as well by an aide or other employee. Unit members, realizing the need of optimal learning situations, will encourage the use of such support staff. In the temporary absence of a teacher aide, a replacement shall be provided, if after consultation with those for whom the teacher aide has been performing services, the building principal concludes that such services are required.

b. Use of Special Education Aides

Through an annual shared decision making process, each school shall develop a plan for the assignment and use of special education aides. This plan must be developed after consultation with special education teachers and special area teachers and general education teachers who teach classified students. The plan must follow students' Individual Education Plans and fit within the special educa-

tion staffing resources allocated to the school. The purpose of the plan is to ensure that all teachers receive appropriate support for the instruction of students with disabilities.

c. No Loss of Aides

The District will, whenever possible, maintain the number of teacher aides equal to the level of the 1983-84 school year, except for aides furnished for special education classrooms. Only certified unit members, however, shall be employed for instructional purposes.

9. Computer Instruction

Unit members will be responsible for all instruction in the area of computer education. Teacher Assistants may support this instruction through reinforcement of concepts taught by unit members.

10. Multiple School Assignments

- a. Schools involved in sharing teaching personnel will make every reasonable effort to coordinate program and scheduling so as to work toward the elimination of travel between buildings.
- b. Unit members who teach in more than one school shall be relieved of any supervisory assignment so that transition from school to school can be accomplished efficiently.
- c. In order to provide for full participation in school management systems, those teachers whose assignment is split between schools may elect a base school. The school selected should be one in which the teacher serves at least two fifths of his or her instructional day.
- d. Unit members assigned to two or more buildings in one day shall be reimbursed for mileage traveled between those buildings at the established IRS rate as of July 1.

11. Activities Outside the School Day

a. Required Activities

- (1) Through an annual shared decision making process, each school shall schedule an activity designed to encourage parents to visit the school. This activity shall be in addition to Parent Conferences, and shall take place once each school year outside of the regular school day. The purpose of this activity shall be for parents to meet and interact with faculty.
- (2) One administratively required one-hour meeting per week may be scheduled for any purpose outside the contractual work day. All such meetings shall be scheduled immediately following or preceding the contractual work day or within one-half hour following the end of the contractual work day if travel is required.

(3) To the extent possible the District will schedule CSE meetings that require teacher attendance during the contractual work day. If not possible, the District will attempt to schedule such meetings at a mutually agreeable time. For CSE meetings that begin outside of the regular work day or end significantly after the work day ends, teachers shall be compensated at the hourly rate.

12. Under emergency or extenuating circumstances, the Association and the District may jointly agree to allow a unit member to teach, on a voluntary basis, an assignment that exceeds 1.0 FTE. In such cases, the unit member's salary and working conditions shall be appropriately adjusted by agreement between the Association and the District. Any agreements under this provision shall expire at the end of each school year.

13. Students with Individual Educational Programs

- a. Students with Individualized Educational Programs (IEP's) will be allocated to classes in as equitable manner as possible after consultation with the teachers involved. Student placements will be consistent with the legal requirements governing students with IEP's.
- b. A teacher who has a student with an IEP assigned to him/her shall, upon request, meet with the Building Instructional Support Team to discuss matters relating to modification of the IEP. The teacher shall also be released from regular duties for the annual review of the student's IEP.
- c. The District agrees to provide a minimum of eighteen (18) hours of training per year during the regular teacher work day to each regular education teacher assigned students with IEP's.
- d. The District will establish a district-wide committee to develop a forum to discuss solutions to improve delivery of services to classified students which will include, but not be limited to, the following topics:
 - In-service to all staff members regarding special education mandates, etc.
 - Prior notification to classroom teachers who have special education students.
 - Equitable distribution of special education students.
 - Reasonable balance between the number of regular students and the special education students (recognizing the teaching makeup/legal requirements).
- e. The District will support intra-district visitation days to provide access to classrooms where inclusion is effective.

B. Elementary School

1. Staffing Ratio

- a. The staffing ratio to be used to determine the number of teachers for an elementary school building shall be: Primary grades 25.5:1; Intermediate grades 26:1. A remainder of thirteen or more pupils in an elementary school shall entitle those grades to one additional teacher, and a remainder of twelve or fewer pupils shall not require an additional teacher for the duration of this Agreement.
- b. At any elementary school at any grade level a single class with one teacher may not exceed 30 pupils, two classes may not exceed 60 pupils, three classes may not exceed 90 pupils, four classes may not exceed 120 pupils and five classes may not exceed 150 pupils, above five classes may not exceed 30 pupils per class. No student, mainstreamed or otherwise, will be added to a class if such student causes the class to exceed the above limits. The size of classes for art, music and physical education teachers shall not exceed 32 students. A classroom aide will accompany the students if class size exceeds 30. This limitation shall not affect band, orchestra, chorus or intramurals.
- c. There shall not be included in the number of teachers, as calculated above, the principal, librarian, art, music, physical education, ESOL teachers, school counselors, psychologists, teachers of special education, nor shall the staff in a school be diminished because of the creation or existence of special education classes.

2. Preparation Time

The District will schedule five (5) hours of preparation time per week distributed as evenly as practicable on a daily basis. Preparation time shall not be applicable on non-student days. The teachers and administration in each school shall work collaboratively to establish schedules based on the needs of students and the interests, strengths and abilities of the staff. The schedule will define the day among, but not limited to, teaching, team planning, consultation, academic support/intervention, professional development, lunch, parent communication. In all cases, the principal shall have the responsibility to see that all unit members have an opportunity to avail themselves of these provisions. Unit members may voluntarily waive any provisions of this paragraph. Vocal music teachers, instrumental music teachers and physical education teachers at the fourth and fifth grade levels may have an offset day, starting and ending up to thirty (30) minutes earlier or later than the contractual day for teachers.

C. Middle School

1. Staffing Ratio

- a. The staffing ratio to be used to determine the number of teachers for a Middle School shall be one teacher for each 19 full-time pupils. A remainder of ten (10) or more pupils shall entitle a school to one additional teacher, and a remainder of nine (9) or fewer pupils shall not require an additional teacher.
- b. There shall not be included in the number of teachers as calculated above, the principal, assistant principals, librarian, ESOL teachers, psychologists, school counselors, the equivalent of one instrumental music teacher, teachers of special education, nor shall the staff in any school be diminished because of the creation or existence of special education classes.
- c. The target for middle school team size shall be computed at 25 students to 1 teacher, and the District shall use its best efforts to achieve the target or below.

2. Preparations and Work Load

- a. The goal for the normal work load for seventh and eighth grades shall be a maximum of two (2) preparations. A best effort will be made to provide additional preparation time for those teachers who have more than two (2) preparations.
- b. The teachers and administration in each school shall work collaboratively to establish schedules based on the needs of the students, and the interests, strengths and abilities of the staff. The schedule will define the day among, but not limited to, teaching, planning, team planning, consultation, academic support/remediation, professional development, lunch, parent communication. Preparation time shall be five (5) hours per week, such time to be distributed as evenly as practicable on a daily basis. Preparation time shall not be applicable on non-student days. In all cases, the principal shall have the responsibility to see that all unit members have an opportunity to avail themselves of these provisions. Unit members may voluntarily waive any provisions of this paragraph. Vocal music teachers, instrumental music teachers and physical education teachers may have an offset day, starting and ending up to thirty (30) minutes earlier or later than the contractual day for teachers.
- c. The normal work load for seventh and eighth grade teachers shall be five (5) teaching periods, homeroom or its equivalent, one (1) planning period and four (4) supervisions in a six (6) day cycle. Middle School teachers may have team planning in place of supervision. The planning period shall be one hour as in present practice.
- d. Team planning time will be scheduled during the contractual work day. Teachers shall have an additional professional day (District to hire substitutes) for each team on dates and for a program to be determined by the teachers, subject to review by the School Improvement Team.

3. Middle School Certification

It is understood by the parties that, consistent with state certification regulations, the District will not seek to require any teacher to recertify in order to perform teaching duties at the middle school.

D. High School

1. Staffing Ratio

- a. The staffing ratio to be used to determine the number of teachers for a high school shall be one teacher for each 19 full-time pupils. A remainder of ten (10) or more pupils shall entitle a school to one additional teacher, and a remainder of nine (9) or fewer pupils shall not require an additional teacher.
- b. There shall not be included in the number of teachers as calculated above, the principal, assistant principals, librarian, ESOL teachers, psychologists, school counselors, teachers of special education, nor shall the staff in any school be diminished because of the creation or existence of special education classes.

2. Supervisory Duties

- a. Notwithstanding the provisions of Section A.2. of this article, unit members in the high schools may be assigned supervisory duties averaging no more than one hundred fifty (150) minutes per week for the school year. No such unit member shall be assigned more than two hundred (200) minutes of supervisory duties in any one week. Study halls shall be considered supervisory duty for the purposes of the Article, but homeroom assignments shall not be so considered.
- b. Notwithstanding the provisions of Section A.2. of this article, the parties agree to have the administration and staff of each high school develop jointly an annual plan for required supervisory assignments. The plan shall serve as the base for individual staff supervisory assignments. In the event that the building cannot jointly agree to a plan, the school management team may appeal their differences through the problem solving process detailed in this agreement.
- c. Those science teachers assigned to 31 or 32 instructional periods, including lab and class assignments, during a six day cycle will have 1 and 2 periods less of supervisory assignments respectively.

3. Preparations and Work Load

- a. The goal for the normal work load for high school teachers shall be a maximum of two (2) preparations. The teachers and administration in each school shall work collaboratively to establish schedules based on the needs of the students, and the interests, strengths and abilities of the staff. A best effort will be made to provide additional preparation time for those teachers who have more than two (2) preparations.

- b. Reasonable preparation time shall be provided at the high schools. Preparation time shall be five (5) hours per week, such time to be distributed as evenly as practicable on a daily basis. Preparation time shall not be applicable on non-student days. In all cases, the principal shall have the responsibility to see that all unit members have an opportunity to avail themselves of these provisions. Notwithstanding, unit members may voluntarily waive any provisions of this paragraph.
- c. The normal work load for high school teachers shall be five (5) teaching periods, homeroom or its equivalent, one (1) planning period and four (4) supervisions in a six (6) day cycle. The planning period shall be one hour as in present practice. High School science teachers who have two laboratory periods per section in a six day cycle will be assigned up to 32 instructional periods, which include class and laboratory periods.

4. Team Planning Time

Team planning time will be scheduled during the contractual work day.

E. Speech and Language Teachers and Special Education Teachers

- 1. Speech and language teachers will be provided with physical facilities, supplies, materials, equipment and clerical assistance necessary for their duties.
- 2. The number of students per class in special education shall not exceed the maximum number now specified by State regulations. The District's standard for assigning aides shall be maintained and applied uniformly to all buildings.
- 3. Any unit member who believes that a student's IEP is not currently meeting that student's needs has the right to request of the building level CSE committee on special education a review of the IEP. The unit member shall receive a written response to a written request within thirty (30) school days. If the unit member is not satisfied with the response, such unit member may appeal in writing to the District Committee on Special Education, which shall respond to such appeal within sixty (60) days. The unit member may thereafter appeal to the Superintendent for final review, requesting the Superintendent's intervention to cause reconsideration by the Committee and/or action by the Board of Education.
- 4. Reasonable release time, which can include substitute coverage, will be provided to Speech and Language teachers, and Special Education teachers for the development of Individualized Education Program (IEP) and IEP conferences.
- 5. Schedules will be developed to allow for three (3) hours per week for testing, diagnosis, and consultation with classroom teachers.

F. Psychologists

1. Psychologists shall be provided those physical facilities necessary for the efficient completion of their duties wherever possible within existing facilities. These shall include use of an office, a telephone at hand, exclusive use of a locking cabinet and recording equipment.
2. The District shall continue to provide technical aides in the area of psychometrics for assisting District psychologists in pursuit of their regular duties.
3. There shall be adequate direct secretarial help made available in each building served by the psychologist, when possible, through existing building clerical staff.

G. K-12 School Counselors

1. Organization and Involvement

The school counselors shall have the opportunity to plan and organize counseling program activities in conjunction with other staff members. Counselors shall have the responsibility and opportunity of being informed with respect to curriculum planning and development.

2. Counselor Load and Responsibilities

There shall be a guidance program for the District and the number of counselors shall be those needed to execute such program when coordinated with the total District effort. At the secondary level the ratio of students to counselors shall be approximately 350 to 1.

3. Physical Facilities and Equipment

The District will provide appropriate physical facilities that reinforce effective personal counseling with students. Three (3) support staff and a secretary shall be provided for each senior high school and one (1) support staff and a secretary for each middle school.

H. Community Education

1. Selection

The persons best qualified for the position under consideration shall be selected for employment in the Community Education program. Vacancies in this program where certified teachers are required will be posted, including specific statement of direct experience teaching such courses, certification, and other requirements. The Community Education administration has the responsibility to inform all prospective students when a class has not met enrollment adequate to provide the salary of the teacher for the purpose of determining whether the students wish to continue the course through a higher fee payment. The administration shall inform all students and unit members affected by enrollment problems on the first meeting of the class.

2. Planning Time and Class Size

For courses where certified teachers are required, fifteen (15) minutes of planning time will be made available for each 1 1/2 hour class. A normal and typical work load should not exceed two classes and preparation times per day and a typical class size will range from a minimum of twelve (12) students to a maximum of twenty (20) students with deviations from this norm being discussed between the parties of this agreement.

3. Substitutes

Whenever possible, substitutes for programs requiring certified teachers will be selected from unit members who have applied, were qualified, but not selected for appointment to this program, and substitutes will be paid at the regular rate for this program.

4. Compensation

Compensation for summer work requiring certified teachers shall be at the Community Education rate for certified teachers.

I. Summer School

1. Staffing

- a. Hiring for Summer School shall follow the provisions of Article IX of the Agreement.
 - b. Notification for hiring will be made, if at all possible, by the end of the school year, but no later than ten (10) days before the start of the program.
 - c. Full time teachers in other school districts who are employed for the summer by the District and who are not members of the Association shall, at their option, upon payment of a fee of \$25.00 be a temporary member of the Association and represented by it.
2. Teaching conditions in a summer school program shall, as far as practicable, be the same as those prevailing under the parts of this Agreement covering teaching conditions in general. Teachers employed during the summer are entitled to two (2) sick days without loss of pay. Additional days may be granted at the discretion of the summer school administrator.
3. Compensation will be based on the professional hourly rate schedule in Article XXVII.

**ARTICLE XVI
PROFESSIONAL DEVELOPMENT AND
DISTRICT LEVEL SPECIAL PROFESSIONAL
CONTRIBUTIONS**

- A. The parties recognize the increasing needs and resulting benefits of ongoing professional training and development for all unit members. They further recognize that these needs are of an institutional and individual nature, and that benefits to both the District and the individual unit member will result from a variety of quality programs.
- B. Teacher center and staff development programs will carry with them a point value.
 - 1. These point values will relate to:
 - a. District emphasis - using district priorities and expectations, the Superintendent will set the district emphasis point value.
 - b. Program length - class contact time
 - c. Timing - summer, Saturday, after school, release time, vacation periods
 - d. Duration contract - time commitment following training
 - e. Commitment beyond attendance - the extent of individual follow-up expected.
 - f. Commitment beyond attendance - the extent of application expected.
 - 2. Points will accumulate until twenty-five (25) are reached at which time \$200 would be made available beginning July 1, 1990, for use as the teacher determines.
- C. Tuition Reimbursement
 - 1. Teachers shall be reimbursed for tuition expended in meeting permanent certification requirements without annual limitation on the number of graduate semester hours.
 - 2. Teaching staff with permanent certification shall be reimbursed for tuition to a maximum of 12 graduate semester hours per school year provided that those hours pertain to the individual's professional development.
 - 3. Requests for reimbursement will be made prior to or coincident with the actual enrollment in graduate courses. Reimbursement shall be made upon presentation of proof of successful completion of the graduate semester hours to the Office of Human Resources.
 - 4. Tuition reimbursement that also requires release time must be approved by the appropriate Assistant Superintendent.
 - 5. Teachers must return to regular employment and remain employed for one full school year after the semester in which the course(s) is completed or pay the District back 50% of the tuition reimbursement. The Superintendent may waive this upon request.

D. Sabbatical Leave

1. Professional teaching staff employed by the District for fifteen (15) years, unless waived by the Superintendent, may apply for sabbatical leave.
2. Sabbatical leave shall be for doctoral study related to the unit member's position or duties (current or future) in the District and approved in advance by the Superintendent. The Superintendent has discretion to approve programs other than doctoral study.
3. Sabbatical leaves are limited to no more than 2 per year and are contingent upon voter passage of the budget.
4. Sabbatical leave may be for one-half year at full salary or one year at 50% salary.
5. Unless waived by the Superintendent the unit member must return to employment with the District for three full years or pay back one-third of the salary for each year or portion thereof not worked.

**ARTICLE XVII
WORK YEAR**

A. The work year shall consist of 187 work days for returning unit members and 190 work days for new unit members. Two days shall be scheduled before student days (the equivalent of one District planned and of one building planned). These two days shall be after Labor Day unless otherwise mutually agreed.

B. Legal holidays and vacations shall be:

Columbus Day
Veterans' Day
Thanksgiving
Winter Recess
Martin Luther King Day
February Recess
Spring Recess
Memorial Day

C. In the event that emergency conditions force the closing of schools and instructional days are thereby reduced to a total below the minimum required by law, four make-up days shall be scheduled. In the event such four days are insufficient to obtain the minimum number of days above, the parties shall meet and come to an agreement on the specific dates to be employed for instruction in order to bring the total up to the minimum required by law. Except for the above, the calendar and work year shall not be altered except by mutual consent.

- D. The work year shall be so arranged as to produce a full week's recess in the month of February unless otherwise mutually agreed. The beginning dates, ending dates, makeup days and dates for holidays and vacations shall be mutually agreed upon by the parties.

ARTICLE XVIII DUES DEDUCTION

- A. The District agrees to make such deductions from the salaries of unit members for dues to the Association for itself and as agent for its affiliates as unit members individually and voluntarily authorize the District to deduct. Authorization for said deductions shall be in writing and shall be in form provided by the Association.
- B. Authorized membership dues deduction for all but new unit members shall be spread equally over all of the paychecks in a school year beginning with the first paycheck in September. The deductions for new unit members shall be spread equally over all of the paychecks beginning with the first paycheck after receipt by the District of proper authorization, and ending with the last paycheck in the fiscal year.
- C. No later than three (3) weeks prior to the first scheduled paycheck in November, the Association shall provide the District with a list of new unit members for whom dues should be deducted and the original signed dues authorization cards for such unit members who have voluntarily authorized the District to deduct dues.
- If for some reason the Association cannot provide the District with such lists three (3) weeks prior to the first scheduled paycheck in November, deductions need not commence until the first scheduled paycheck three (3) weeks after receipt of such list.
- D. The District, following each payroll, shall furnish the Association with a list containing member names and the amount deducted from each respective paycheck.
- E. The Association shall certify to the District, no later than August 1st of each year, the rate of dues to be deducted for the ensuing fiscal year.

ARTICLE XIX ASSOCIATION RIGHTS

- A. The Association will have the right, subject to rules and regulations of the District, to use school buildings without cost at reasonable times for meetings. The principal of the building to be used will be notified in advance of the time and place of all such meetings.
- B. There will be one (1) bulletin board in the faculty lounge of each school building for the exclusive use of the Association. Such bulletin board, if requested, will be installed by the District.

C. No unit member will be prevented from wearing identification pins or other similar evidence of membership in the Association or in any other teacher organization.

D. Building Representatives

1. The Association shall select a building representative for each school building who shall meet with the principal at least once every two weeks, if requested by either person, to review and discuss local school problems and practices.
2. The building representative has the right to schedule Association meetings before or after school and shall be provided ten (10) minutes time at all building faculty meetings if requested.
3. District wide meetings involving unit members shall not be scheduled on the Wednesday afternoons when the Association Representative Assembly is scheduled to meet.

E. Upon request of the unit members, the Association may arrange for the installation of vending machines. Such installations shall be in areas accessible only to unit members. Net proceeds from such vending machines, if any, shall be paid to the general fund of the District in accordance with general District policy.

F. The District shall permit the President of the Association or his or her designee reasonable time in which to carry out those functions of the Association which must be taken care of during the school day.

His or her instructional day shall be so structured, in collaboration with the building principal, to facilitate utilization of the provisions of this Article. The President of the Association has the right to visit schools to investigate working conditions, teacher complaints or problems, or for other purposes relating to the Association's affairs, with prior arrangements with building principals or their designated alternates.

Upon the Association President's arrival at any school, the principal or his or her designated alternate, shall confer at a time which is mutually satisfactory with the Association's President in order to facilitate the purpose of the visit. Included within the reasonable time provided above, the Association President or his or her designee shall be permitted at least five (5) days of released time per year with pay for conducting Association business for which prior reasonable notice shall be given, but which shall not be subject to prior approval by the District.

G. During the term of the Agreement, the Association leadership shall be provided with the equivalent of 1.0 FTE release time from their teaching duties. During such period, designated leaders shall be considered employees of the District for all purposes including salary, retirement, seniority and employee rights while on such release time. Such release of time shall provide that they shall be relieved of all administrative and/or non-teaching duties associated with normal employment in the District. The schedule for such release time and any reassignment of duties shall be determined by the Association President, in consultation with the Superintendent of Schools, at the beginning of every school year during the term of the aforementioned Agreement.

Upon the election of a new Association President, the Association leadership for whom release time was granted shall be guaranteed their former full-time teaching positions or positions of equal status in their areas of certification, tenure and interest.

- H. The Board of Education will reserve an open agenda item for the Association at all regular Board meetings under which the President of the Association may address the Board on any topic of his or her choosing.
- I. The Board will forward copies of agendas and reports other than staffing reports which are for information or action to the Association and make immediate distribution of staffing reports and other reports which are adopted by resolution.
- J. Where positions concerning terms and conditions of employment are sought, they shall be sought through the Association rather than individual unit members.
- K. The three additional vice presidents, high school advisor, middle school advisor, and two elementary advisors of the Association shall be released from all administrative and/or non-teaching duties during the homeroom period or its equivalent of approximately ten minutes each day.
- L. Each building principal shall, after consulting with the building's senior representative, designate a unit member who shall replace said senior representative during the homeroom period or its equivalent when said senior representative notifies the principal twenty-four (24) hours in advance, or less in the case of an emergency, that such time is necessary for Association responsibilities.

ARTICLE XX

PAID AND UNPAID LEAVES OF ABSENCE

- A. Paid Leaves of Absence
 - 1. Sick Leave Provisions

Sick leave without loss of pay will be available to all unit members according to the following schedule during any one (1) year or for any illness. A year begins July 1st and ends June 30th. For this purpose a day shall mean a regular working day.

Up to 1 year -	20 days	5th year - 100 days
2nd year -	40 days	6th year - 120 days
3rd year -	60 days	7th year - 140 days
4th year -	80 days	8th year and beyond - 160 days

A unit member, ill for a period exceeding five (5) days, or absent on more than three separate occasions within a two (2) month period, or absent immediately preceding or after a holiday or vacation period, may be required to provide a physician's statement attesting to said unit member's inability to perform assigned responsibilities. Normally, such statement shall be secured from the District

physician; however, when there is a disagreement between the unit member and the District physician, the unit member may secure a statement from another physician of his or her choice, at District expense.

The District will notify the Association on or before August 1 of those unit members who had less than ten (10) days sick leave available at the end of the preceding school year and who were absent on sick leave on the last day of the preceding school year.

2. Disability Due to Pregnancy

- a. As soon as the unit member's physician determines the starting date for disability leave due to pregnancy, the unit member must notify the District in writing by means of a disability form completed by her physician which provides an estimate of the delivery date and an estimate of the beginning of the disability period.
- b. A unit member may elect to utilize her unused and available paid sick leave during her period of physical disability caused by pregnancy or childbirth and shall notify her supervisor sixty (60) days in advance, if possible, of the anticipated disability period. Sick leave will be paid only during the time period in which her physician certifies in writing that she is physically disabled, and only to the extent of the number of paid sick days available.
- c. The unit member shall be permitted to continue on active duty until her date of disability as certified by her physician, provided she does perform the full duties and responsibilities of her position, and furnishes additional statements from her physician upon reasonable request.

3. Paternity and Adoption

Male members of the unit shall be allowed up to two (2) days leave with pay in connection with the birth or adoption of a child. Female members shall be allowed up to two (2) days leave with pay upon the adoption of a child. In extraordinary circumstances additional days for adoption may be requested from the Superintendent.

4. Legal, Religious, Business and Personal

Each unit member shall be allowed up to four (4) days of leave with full pay during each school year for the following purposes: 1) religious observance; 2) legal matters which require absence during school hours, i.e., closing on primary residence, answering legal process, or party to a judicial proceeding; 3) family necessities which require absence during school hours; and, 4) other purposes of similar personal obligation or necessity. Except in emergencies, the unit member taking leave hereunder shall give his or her principal or immediate supervisor written notice for this leave as soon as the unit member has knowledge of the need to be absent and at least one (1) week in advance of the day he or she proposes to be absent. Such leave shall not be cumulative and shall not be charged

against sick leave. Under extenuating circumstances, additional days of leave may be granted by the Superintendent.

5. Serious Illness in the Family

A unit member shall be allowed a maximum of five (5) days of leave with full pay during each school year because of serious illness in his or her immediate family. The unit member involved may also take up to five (5) additional days of leave for such illness with full pay provided that the District deduct from the gross salary of the unit member involved the cost to the District for a substitute. Such leave shall not be cumulative and shall not be charged against sick leave.

6. Death in the Family

A unit member shall be granted up to three (3) days of leave with full pay during each school year for each death in the family or death of a close friend. The unit member involved may also take up to five (5) additional days of leave for such death with full pay provided that the District deduct from the gross salary of the unit member involved the cost to the District for a substitute. Such leave shall not be cumulative and shall not be charged against sick leave. Under extenuating circumstances, additional days of leave may be granted. Up to twelve (12) additional days may be taken without pay.

7. Jury Duty

Unit members shall be granted leave to perform jury duty and respond to legal process. During such leave, the unit member shall be paid his or her full salary by the District.

8. Emergency Clause

If an emergency occurs that is beyond the provisions of this Agreement, or in the event of unusual or extenuating circumstances, the unit member may be granted additional paid personal days at the discretion of the building principal or immediate supervisor if there is no building principal. If such request is denied at that level, the unit member may appeal to the Superintendent.

9. Use of Paid Leaves

No unit member shall be denied the exercise of any part of this Article. Taking leave shall not be deterred by the process of determining the correctness or incorrectness of such leave.

B. Unpaid Leaves of Absence

1. General Conditions

a. Unpaid leaves of absence will be granted unless not in the best interest of the District. Such leaves are to be taken in semester units. Unpaid leaves may be granted for a maximum of five semesters, unless otherwise noted in this article. When such a leave is scheduled to begin during a semester, it will be counted as a semester. The ending date of such leaves will be the last day of a semester.

- b. Requests for an extension beyond the originally approved leave period, but within the maximum of five semesters, should be made as far in advance as possible. However, the request must be made by November 1 when the original leave is scheduled to end with the first semester of a school year and by April 1 when the original leave is scheduled to end with the second semester of the school year.
- c. Requests for an unpaid leave for less than a semester may be granted provided satisfactory arrangements for substitute coverage can be made. Such requests are to be discussed with the school principal. In dealing with such requests, every attempt must be made to ensure continuity of instruction for students and should recognize marking periods, recess periods, testing preparation and schedules when scheduling both the beginning and ending dates of the leave.

2. Request

To ensure continuity of instruction for students and to provide adequate time to arrange for appropriate substitute coverage, unit members are expected to request an unpaid leave of absence as far in advance as possible, but not later than twenty-one (21) days prior to the start of the leave. Both parties recognize that under unusual and extenuating circumstances (e.g., extended illness leave) such notice may not be possible. In such cases, every effort will be made to accommodate the needs of both the unit member and the District.

3. Return After Leave of Absence

- a. A unit member is expected to return from his or her unpaid leave of absence on the first day of work of the semester following the end of the approved leave period. Unit members must confirm their return before November 1 when the approved leave period ends the first semester of a school year. Unit members must confirm their return before April 1 when the approved leave period ends the second semester of a school year. Unit members failing to confirm their return in accordance with this provision will lose their rights of seniority for assignment purposes.
- b. Unit members who wish to return earlier than the originally approved leave date may make such a request to the District. The District will attempt to accommodate the request if in the best interest of the District.
- c. Unit members returning from leave shall be reassigned to their former position or a position of equal status in their area of certification, tenure and interest, consistent with applicable law.
 - (1) A tenured unit member returning from a leave of absence shall retain his or her tenured status.

- (2) Upon the return of a tenured unit member from a leave of absence, the District may recommend to the Teacher's Retirement Board the granting of retirement credit for the duration of the aforesaid leave, provided that the unit member executes an agreement to reimburse the District for any payment to the Retirement Board in full if he or she leaves the District within one (1) year and fifty percent (50%) thereof if he or she leaves before the end of the second year.

4. Reasons for Leaves

a. Military Leave

A military leave will be granted to any unit member who is inducted or enlists in any branch of the armed forces of the United States. The Board will extend all of the rights and privileges and comply in all respects with the provisions of Sections 242 and 243 of the Military law including the unit member's right to return to the position held prior to leaving and rights with respect to preservation of salary status and other cumulative benefits.

b. Leaves for Extended Illness

A leave of absence without pay or increment, may be granted for the purpose of: (a) caring for a sick member of the unit member's immediate family, or (b) a unit member's illness upon furnishing a certificate verifying a medical reason for such leave.

c. Child Rearing Leave

A leave of absence shall be granted for child rearing purposes. A leave of absence for child rearing shall be applicable in the case of adoptions. Such leave need not be consecutive to the disability period but shall not be separated from the birth or adoption by a period which extends beyond the end of the school year following the school year in which the birth or adoption took place.

d. Other Leaves

Absence without pay may be granted upon application of unit members on tenure appointment, for the following purposes:

- (1) Study related to the unit member's field of certification.
- (2) Study to meet eligibility requirements for certification other than that held by the unit member.
- (3) Acceptance of a teaching position, teacher exchange, government sponsored or foreign, for the period of one (1) year, with such leave renewable for an additional year.
- (4) Unit members serving in a political office. Such leaves may be extended for additional semesters upon approval of the Board.
- (5) Unit members accepting positions in teacher organizations. Such leaves may be extended for additional semesters upon approval of the Board.

- (6) Professional or personal growth of the unit member. When this provision is used by a unit member appointed to an administrative position within the District, use of this provision is limited to the amount of time needed by the individual to gain tenure in such a position.

C. Professional Education Program

1. The District may initiate a program of Professional Education. Some of the purposes of this program are to enable unit members while employed by the District who are close to certification requirements in any given area to obtain such certification, thereby broadening the skills of the unit member involved and providing the District with more depth and flexibility in its teaching staff, to enable unit members to update and enhance current skills in their existing areas of certification to enrich the quality of the District's instructional and academic curricula, and to enable unit members to develop and refine skills in subject areas not currently having certification so that the District may continue to anticipate the needs of students for the future.
2. Under such a program, the District would post requirements for applications for the Professional Education Program. Applicants may indicate their interest in such program by a letter of application. Such letters of application would be jointly reviewed by the District and the Association.
3. Applicants selected by the District shall participate in the Professional Education Program under the following conditions: They shall be classified as Teachers on Professional Education Assignment and shall be employees of the District while on such assignment, with some portion of their time assigned to in-district service each week. Such unit members shall be admitted to and registered in a nearby or regional college in accordance with an agreed plan, and their assignment as an employee of the District while in such program shall include attendance at the designated college pursuant to such plan and objectives. The District shall pay for the tuition, fees, books, supplies and materials needed for such plan during the course of a full semester. Such unit members shall return to regular status either in their new area of certification, if any, or in the area of certification from which they entered the program or to any other agreed position in accordance with such plan or otherwise.
4. The assignment and transfer of unit members to fill vacancies created by this program shall be made in the same manner as in filling other vacancies.
5. While on such assignment, unit members shall retain in all respects their status, responsibilities and duties as full-time unit member employees including but not limited to fringe benefits, seniority and continuous membership in the retirement system. It is also the intention of this program to provide for up to one full semester of graduate education or specialized training combined with in-district service so as to enable unit members so assigned to reclaim or acquire the skills needed within the District to continue unit member employment.

**ARTICLE XXI
ACADEMIC FREEDOM**

The parties recognize the right of academic freedom for unit members, exercised in an intellectually responsible manner. Unit members are professionally responsible for the presentation of, and are encouraged to give to their students, the various opinions on controversial issues. The District and the Association agree to take reasonable action to defend academic freedom whenever it is threatened in the course of unit member employment under the authority of the Greece Central School District.

**ARTICLE XXII
DISTRICT INITIATED PROGRAMS**

A. Staffing for District Initiated Programs

1. Staffing for District Initiated Programs will be based upon mutually agreed upon selection criteria which take into account experience, training, and demonstrated skills or a willingness to acquire training and skills.
2. The District and the Association will also mutually determine certification preference for each District Initiated Program developed during the course of this agreement.
3. Individuals with certificates other than those mutually determined as per number 2. above will be given consideration based upon experience, training, and demonstrated skills identified as per number 1. above.

B. Teachers selected for District Initiated Programs will have the following protections:

1. Seniority and tenure will accrue in the individual's tenure area at the time of assignment to the District Initiated Program.
2. Additionally, a "local" seniority list for use in each of the District Initiated Programs will be maintained by the Department of Human Resources and will be used in staffing the program only.
3. Local seniority in each District Initiated Program will be frozen for teachers leaving the program to assume another assignment within the district.

C. The Department of Human Resources will post any openings in District Initiated Programs in accordance with procedures described in Article VIII of this Agreement.

**ARTICLE XXIII
PART-TIME UNIT MEMBERS**

Unit members with any full-time seniority credit are not subject to this article.

- A. Unit members may be hired by the District on a part-time basis for partial teaching loads provided that such part-time employment may not exceed sixty percent (60%) of a full time equivalent teaching work load. The salary for such part-time employment shall be prorated (expressed as a percentage) of the appropriate salary schedule amount for full time equivalent employment.
- B. Application of Part-time Seniority
1. Part-time unit members so employed will be credited for seniority and tenure purposes on the same percentage basis as the salary is calculated in Section A of this article.
 2. Part-time unit members shall have their seniority applied only against other part-time members.
 3. When the District is hiring for vacant full time positions, part-time unit members who have seniority under this section and Article VII shall have a preference only over outside applicants.
 4. Part-time staff who accept probationary or tenured full-time employment shall be credited with accrued part-time seniority.
 5. In the event of layoff, the part-time unit member shall be placed on a recall list for a period of three years.
 6. In cases where Section 2510 of the Education Law provides greater rights to part-time unit members, Section 2510 shall control.
- C. The definition of a part-time unit member's work day will be consistent with the appropriate portion of a full-time teacher's work day.
- D. It is further understood that individuals occupying part-time teaching positions who are required to attend team meetings during their planning or lunch times will receive compensation at the per diem hourly rate; team planning periods which are held outside of what would be an individual's normal work day will be compensated at the per diem hourly rate.

**ARTICLE XXIV
LONG TERM SUBSTITUTES**

- A. A Long Term Substitute is an individual employed to temporarily replace a regular unit member when the unit member is on an unpaid leave of absence (excluding military leaves of less than one semester) or identified for an agreed upon special assignment. The employment of a Long Term Substitute will be for the term of the unpaid leave only and such an assignment does not create an obligation on the District for future employment of the Long Term Substitute. The Long Term

- Substitute does not earn credit for seniority or tenure purposes during such an assignment, except in those unique specific circumstances required by state law.
- B. Long Term Substitutes will be paid at Level One of the Teacher Salary Schedule. Exceptions to the rate can be made under extenuating circumstances and requires the agreement of both the Superintendent and Association President. Such rates shall be paid beginning with the first day of a long term substitute assignment, including continuous days of service in this assignment prior to the unpaid leave.

ARTICLE XXV NON DISCRIMINATION

No unit member shall be discriminated against on the basis of sex, age, creed, color, national origin, religion, marital status, non-disqualifying disability, union membership or union activities. Any claimed violation of this Article may be submitted to the Problem Solving Procedure but may not be submitted to Arbitration under this Agreement. Participation in the Problem Solving procedure shall not constitute a waiver of a unit member's right nor the Association's right to pursue a discrimination matter under the law.

ARTICLE XXVI PROFESSIONAL PARTICIPATION IN DECISION MAKING

A. School Based Decision Making

1. The parties agree to work collaboratively to encourage the further development and implementation of shared decision-making at the school and district level. The parties recognize that arrangements by which employees at individual schools are given responsibility for making decisions with regard to their day-to-day affairs can foster the collegial exchange of ideas and information that is necessary for effective professional practice, and can improve the educational process. We believe that teachers and administrators should share the responsibility for effective school management. That is, as equal partners, teachers and administrators should establish expectations for their school, together plan how to best realize these expectations, and together evaluate the outcomes of their effort.

This is possible because we share these beliefs:

- a. All children can learn.
- b. Expectations should be high for all children.
- c. The most important interactions occur between teachers and students.
- d. Our schools should have flexibility in designing management systems that meet the needs of students and accomplish district educational goals and objectives.

- e. Shared decision-making includes establishing goal consensus, guaranteeing the opportunity to participate, creating a culture of cooperation, and providing ongoing communication with staff and among schools.
 - f. The implementation of shared decision-making requires ongoing joint training of teachers and administrators.
2. During this period of working to establish shared decision-making, it is important for each party to recognize that schools may agree to unique arrangements. The parties reaffirm those provisions of the contract concerning changes during the terms of the agreement. It is further agreed that neither party will hold the other to any past practice, precedent or changes due to attempts within each school to work together.

3. Waiver of Contract Provisions

a. Introduction

A waiver may be requested by schools for a particular variance to the contract negotiated by the parties. There is a presumption that collective areas of the contract including but not limited to salary schedule, fringe benefits, and grievance, evaluation and dismissal procedures are not to be waived unless sufficient reasons are presented which persuade the parties to do otherwise. A waiver may be granted for a maximum of one year and may be extended on a year-to-year basis. Except to the extent waived, the collective bargaining agreement will remain in full force and effect, and have full application to the employees who are affected by the site-based decision-making arrangement. Waivers will only be granted after due consideration of the collective aspects of any requests made.

b. Procedure

A specific variance of the provisions of the contract may be identified by the school staff, the school management committee, a GTA building rep, the school principal, or the District School Management Committee. The request for a waiver must be signed by the Senior GTA Building Rep and the principal. It must describe the staff decision process and include in as much detail as possible the provision wished to be waived, the nature of the waiver, reasons for the waiver, and how unit members may be affected by the waiver. The waiver must be mutually and formally agreed to by the President of the Association and the Superintendent of Schools.

4. Support

In order to facilitate and support school-based decision making, meaningful spending authority needs to be made available to schools. To accommodate this need the traditional centralized budgetary system will be modified to provide school-level allocations.

Such school-level allocations are not intended to and shall not diminish a unit member's right to benefits as stated in the Agreement. Unit members shall have all benefits guaranteed by this Agreement.

B. District Level Participation

1. The Board of Education and the Superintendent are primarily responsible for establishing District directions and expectations. However, it is critical to provide increased opportunities for staff involvement in District-level decisions to foster the collegial exchange of ideas and information for the continued improvement of the educational process. Such involvement is most meaningful when incorporated as an integral part of decision making and is within the regular direction and expectation setting process at all levels. District level departments and functions should seek to provide the broadest level of involvement possible.
2. Vocational Technical Advisory Council
 A delegate appointed by the Association shall be placed on the Vocational Technical Advisory Council of the District by the Board of Education.

**ARTICLE XXVII
 SALARY AND OTHER COMPENSATION**

Level	Salary 2004/2005	Salary 2005/2006
1	35,000.00	35,000.00
2	36,000.00	36,000.00
3	37,000.00	37,000.00
4	38,500.00	38,500.00
5	40,000.00	40,000.00
6	43,000.00	43,000.00
7	46,000.00	46,000.00
8	49,000.00	49,000.00
9	52,000.00	52,000.00
10	55,000.00	55,000.00
11	58,000.00	58,000.00
12	61,000.00	61,000.00
13	64,000.00	64,000.00
14	67,000.00	67,000.00
15	70,000.00	70,000.00
16	73,000.00	73,000.00
17	76,000.00	76,000.00
18	78,000.00	78,000.00
19	79,000.00	79,000.00
20	80,000.00	80,000.00
21	81,000.00	81,000.00
22	82,000.00	82,000.00
23	83,000.00	83,000.00

HOURLY RATE SCHEDULES

Level	1-5	20
Level	6-10	25
Level	11-15	30
Level	16-23	35

These rates, payable in half hour increments, shall apply to Article XV, Sections A.11(a)(3), H, and I and to appropriate positions and activities under Article IX.

NOTE TO SALARY SCHEDULE

Only unit members who are paid graduate hour or psychologist differential payments shall continue to be paid such stipends in addition to their base salary.

K-12 EXTRA CURRICULAR ACTIVITIES

<i>POSITIONS</i>	<i>POSITIONS PER BUILDING</i>	<i>2004-05</i>	<i>2005-06</i>
Primary Schools	Varies	1365	1365
Intermediate Schools	Varies	2390	2390
K-5	Varies	1880	1880
Middle Schools	Varies	8270	8270
High Schools			
Class Advisor - Freshman	2	835	835
Class Advisor - Sophomore	2	1040	1040
Class Advisor - Junior	2	1255	1255
Class Advisor - Senior	2	1720	1720
Dramatics - (except musical)	1	1335	1335
Dramatics - musical	1	1335	1335
Music Director (Drama Prod.)	2	1125	1125
Newspaper	1	3160	3160
Student Council	2	2045	2045
Yearbook	1	3335	3335
Future Educators of America	1	560	560
Academically related clubs approved by the Superintendent (e.g., FBLA, DECA, Math League)	1 per club	1335	1335

Supervision at Athletic Events and out of District Music Events

Supervisor-in-Charge	per event	85	85
Home	per event	65	65
Away		70	70

Note: At athletic events where supervision is required, it may be necessary to designate an individual as the supervisor-in-charge.

COACHES SALARIES

Seasons Credit	1	2	3	4	5
1	2780	2370	2060	1750	1050
2	2935	2505	2175	1855	1105
3	3090	2635	2285	1955	1155
4	3245	2770	2400	2060	1210
5	3340	2905	2515	2165	1260
6	3555	3040	2625	2265	1315
7	3710	3170	2740	2370	1365
8	3865	3305	2855	2470	1420
9	4015	3440	2965	2575	1470
10	4170	3575	3080	2680	1525
11	4325	3710	3195	2780	1575
12	4480	3840	3305	2885	1630
13	4635	3975	3420	2985	1680
14	4790	4110	3535	3090	1735
15	4945	4245	3645	3195	1785
16 and beyond:					
+ 300 Longevity	5245	4545	3945	3495	2085

Group 1: Football

Group 2:	Hockey	Basketball (M&W)
	Wrestling	Indoor Track
	Swimming (M)	Soccer (M&W)

Group 3:	Hockey Assistant	Baseball
	Basketball Assistant	Softball
	Wrestling Assistant	Cross Country
	Indoor Track Assistant	Track (M&W)
	Swimming (W)	Cheerleading (Winter)
	Football Assistant	Bowling
	Volleyball	Lacrosse

- | | |
|--|---|
| <p>Group 4:</p> <ul style="list-style-type: none"> Soccer Assistant (M&W) Swim Assistant (M) Cheerleading Assistant (Winter) Tennis (M&W) Cheerleading (Fall) Softball Assistant Cross Country Assistant | <ul style="list-style-type: none"> Volleyball Assistant Track Assistant Golf Gymnastics Baseball Assistant Lacrosse Assistant |
| <p>Group 5:</p> <ul style="list-style-type: none"> Middle School Soccer (M&W) Middle School Volleyball Middle School Wrestling Middle School Cross Country Gymnastics Assistant Cheerleading Assistant (Fall) Middle School/Assistant Bowling Middle School Swimming (M&W) | <ul style="list-style-type: none"> Middle School Basketball (M&W) Middle School Softball Middle School Track Middle School Gymnastics Tennis Assistant (M&W) Middle School Baseball Middle School Lacrosse Swim Assistant (W) |

**ARTICLE XXVIII
FRINGE BENEFITS**

The following fringe benefits shall be available to unit members:

A. Retirement Benefit

1. Health Care Benefit

The District will provide all unit members with a minimum of ten (10) years of District service a retirement benefit consisting of the following:

- a. Single medical coverage in retirement for a minimum of ten (10) years or until the retiree reaches age of eligibility for Medicare. The District will contribute eighty-five percent (85%) of a District offered plan. Blue Choice Select shall be the base plan provided by the District.
- b. Should the unit member select a health care plan other than the above-mentioned plan, the additional cost will be borne by the retiree.
- c. Retired unit members who are Medicare eligible will be required to carry a senior plan.
- d. Retired unit members may continue dental coverage at their expense.

2. Non-Election of Health Care

A teacher not electing the health care benefit upon retirement shall receive a lump sum payment of \$3,000 (only teachers with service prior to July 1, 1994 are eligible for this payment).

B. Retirement Incentive

The District will provide any eligible unit member a retirement incentive of a one time lump sum payment of \$18,000 upon retirement.

1. Eligibility

The term "eligible" means that the unit member either (a) is eligible to retire with full benefits under the terms governing the New York State Teachers Retirement System (meaning no reduction in benefits due to the unit member's failure to meet minimum age and service requirements for the applicable Tier) or (b) has a minimum of ten (10) years of District service and is five (5) years or less from first eligibility for full benefits under the NYSTRS. A unit member who becomes eligible for full benefits under the NYSTRS and who fails to apply for the retirement incentive within the time period specified in No. 2 below shall thereafter be ineligible to receive any retirement incentive provided by this agreement.

2. Deadline for Applications

No later than December 1, during the final school year of employment of the unit member, the unit member shall submit to the Assistant Superintendent for Human Resources an application for the retirement incentive, which shall include an irrevocable written resignation for the purpose of retirement from the District effective by the end of the school year in which the unit member first becomes eligible to retire with full benefits under the NYSTRS or will meet the eligibility criteria in No. 1(b), above. The unit member shall also provide whatever additional information or documentation may be necessary to verify the unit member's eligibility for the incentive. Retiring unit members and the District will execute and exchange satisfactory mutual releases from all future claims.

3. Service Requirement

The unit member shall continue in active service in the employ of the District through the last teacher work day of the school year, in which the unit member first becomes eligible under No. 1, above. Unit members who are on or who become eligible for paid or unpaid leaves of absence in or during any year in which such unit members are or become eligible under No. 1 above shall nevertheless be eligible for the retirement incentive and may use approved or available leave time in lieu of the service requirement.

C. Employee Benefit Fund

The District shall set aside for the credit of each unit member actively employed, to be used for the purchase of fringe benefits, the sum of seven hundred dollars (\$700). The fringe benefits purchased by the District at the direction of the unit member shall be limited in any one (1) fiscal year to the purchase of disability benefits, life insurance, dental expense benefits, optical expenses, premium payments for additional riders to the existing health insurance coverage, routine physical examinations, health and dental plan deductibles and co-payments or

expenses for health care services. Possible additional benefits shall be subject to the procedures in Articles III and IV. Any such funds to the credit of the unit member which are not used by the end of any school year shall revert to the District and shall not be carried over to the credit of such unit member.

D. Health Care Plans

For new hires, the District will pay 90% of the premium of Blue Choice Select, to be applied to District plan of unit members' choice.

For current unit members who were hired prior to June 1, 1997 the District will pay 90% of the premium of Blue Choice Select to be applied to District plan of unit members' choice. They may continue in the plan that they are currently enrolled in at 85% District contribution or they may select another plan with the District contribution rate of 90% of Blue Choice Select.

For current unit members who were hired on or after June 1, 1997 the District will pay 90% of the premium of Blue Choice Select to be applied to District plan of unit member's choice. They may continue in the plan that they are currently enrolled in at 80% District contribution or they may select another plan with the District contribution rate of 90% of Blue Choice Select.

E. Dental Plan

The District shall offer the Smile Saver IV Dental Insurance Plan to all unit members. As is current practice, the entire cost of the plan is to be borne by the unit member.

F. Disability Insurance

Long term disability insurance shall be offered to all unit members after thirty-one (31) days of employment and shall be fully paid for by the District.

G. Tax Sheltered Annuities

The District shall make deductions from the pay of unit members for the purchase of tax sheltered annuities and individual retirement accounts as directed by unit members. The monies so deducted shall be paid by the District to any legally qualified company designated in writing by such respective unit members to receive such monies. The District will not, unless required by law, supply names and addresses of eligible unit members to persons for purposes of solicitation for tax sheltered annuities or individual retirement accounts, nor will it allow such solicitation to be made on district property or district time.

H. Unemployment Insurance

The District agrees to continue in the New York State Unemployment System during the term of this Agreement and make such benefits available to all members of the unit.

I. Deferred Pay Schedule

Each unit member shall be paid on the regular pay schedule but shall have the option to be paid on a deferred pay schedule. On the deferred pay schedule, a unit member shall receive twenty (20) biweekly paychecks based upon 1/24 gross salary and the last and twenty-first (21st) paycheck based upon 4/24 of gross annual salary.

APPENDIX

PRACTICES

CLASS SIZE

The staffing ratios agreed to in Article XIV of the agreement are student/teacher ratios used to determine the minimum staffing allocation for each school. However, many other factors, including program considerations, economics and availability of suitable facilities are considered in determining actual staffing allocations.

To ensure equity of allocation, the District follows a set of staffing allocation guidelines first developed in October, 1986. These guidelines are reviewed periodically and should be readily available to staff. In the future, the District will follow a process which provides teacher involvement in the review.

COACHING

The following items are the components of the coaches' salary system.

1. Point System

The point system is used to create five (5) groups on the salary schedule. The points are computed as follows:

- a. Length of season - 5 points/week
- b. Number of school day practices - 1 point/practice
- c. Number of non-school day practices or competitions - 2 points/practice or competition
- d. Number of team members - 1 point/team member
 - (1) Head coach points = number of athletes in 9-12 program x 1
 - (2) Assistant coach = number of athletes in 9-12 program x 1 number of coaches in 9-12 program
- e. Head coach - 15 points
- f. District team coach - 10 points

Note: A head coaching position and an assistant coaching position cannot be in the same salary group.

2. Salary Placement

Individual experience credit for step placement in a group is as follows:

- a. Outside experience credit (same sport): any outside paid experience (seasons) multiplied by 0.5.
- b. Greece Central credit (same sport): Paid in-district experience (seasons) multiplied by 1.0. "Same Sport" is regardless of level (head, assistant, 7-8), and also counts equivalent sports (men's equals women's, cross country equals track, softball equals baseball).
- c. Greece Central credit (other sport): Paid in-district experience for a different, non-equivalent sports) (seasons) experience multiplied by 0.5.
- d. Current season credit: equals one credit.
- e. Total for sport: The sum of all paid credit for current placement. If this sum is not a whole number, the step placement will be rounded upward (i.e., 7.5 Total for Sport would yield a Step 8).

PART TIME UNIT MEMBER WORK HOURS

Based upon the current work day of seven hours, the following apply:

FTE	Work Day (Continuous)	Planning Time/Day	Lunch Time/Day
.4 (or 2 teaching periods)	2.8 hours	.4 hours	.2 hours
.5	3.5 hours	.5 hours	.25 hours
.6 (or 3 teaching periods)	4.2 hours	.6 hours	.3 hours

Any unique situations will be addressed as proper proportion of each entitlement based upon the normal work day length.

**GREECE CENTRAL SCHOOL DISTRICT
REQUEST FOR TUITION REIMBURSEMENT
(For Teaching Staff)**

Name: _____ SS# _____ Location: _____

I have read and I understand the instructions on the bottom of this form. I wish to request tuition reimbursement for the following course(s) and I am aware that this form must be submitted prior to taking the course(s) noted below.

COURSE INFORMATION						
<u>COURSE TITLE(S)</u>	<u>COURSE NUMBER</u>	<u>GRAD COURSE CREDIT</u>	<u>START DATE</u>	<u>END DATE</u>	<u>COLLEGE</u>	<u>RELEASE TIME REQ.</u> <i>(yes or no)</i>
1. _____	_____	_____	_____	_____	_____	_____
2. _____	_____	_____	_____	_____	_____	_____
3. _____	_____	_____	_____	_____	_____	_____

COST				
<u>TUITION</u>	<u>LAB/OTHER FEES</u> <i>(books are not refunded)</i>	<u>TOTAL</u>	<u>GRADE</u>	<u>PAYMENT METHOD</u> <i>(check, charge, deferred)</i>
1. _____	_____	_____	_____	_____
2. _____	_____	_____	_____	_____
3. _____	_____	_____	_____	_____
GRAND TOTAL		_____	_____	_____

APPROVAL	
EMPLOYEE SIGNATURE: _____	DATE _____
HUMAN RESOURCES: _____	DATE _____
ASSISTANT SUPERINTENDENT <i>(release time only)</i> _____	DATE _____

INFORMATION FOR TUITION REIMBURSEMENT APPLICANTS

- Teachers shall be reimbursed for tuition expended in meeting permanent certification requirements without annual limitation on the number of graduate semester hours.
- Teaching staff with permanent certification shall be reimbursed for tuition to a **maximum of 12 graduate hours per school year** provided that those hours pertain to the individual's professional development.
- Requests for reimbursement will be made **prior to or coincident** with the actual enrollment in graduate courses. Reimbursement shall be made upon presentation of proof of successful completion of the graduate semester hours to the Office of Human Resources. With certain institutions direct payment may be made in accordance with the agreement between the District and institution. If the teacher fails to successfully complete the course, the teacher shall repay the District for all tuition costs which the District has paid to the institution.
- Reimbursement will be made for tuition, laboratory fees, or special fees related to the course taken at an accredited school.
- The actual refund payment will be made after the course has been satisfactorily completed and verified by a **transcript indicating achievement, submission of receipted bills specifying payment of tuition and fee costs, if any, and a copy of this form.**
- Reimbursement will not be made for any courses wherein tuition is received under any scholarship, fellowship, or other subsidized program.
- For the institutions with which the District has an agreement to pay tuition directly these requirements apply and the teacher must complete this form.
- Teachers must return to regular employment and remain employed for one full school year after the semester in which the course(s) is completed or pay the District back 50% of the tuition reimbursement. The Superintendent may waive this upon request.



DHR - 08/24/04

Commitment to Excellence

Excellence in the Greece Central School District will be achieved through:

A. Planning and Preparation

Greece teachers effectively organize content and design interaction by:

Knowledge of Content/Pedagogy	Demonstrating content knowledge and appropriate instructional techniques to convey that knowledge.
Knowledge of Students	Demonstrating knowledge of development and of intellectual, social, and emotional characteristics of age groups and incorporating this knowledge into instructional planning; planning lessons based on the diverse skills, knowledge, interests, and cultural heritage of each student.
Instructional Objectives	Establishing clear instructional objectives based on district curriculum and standards to indicate expected student learning and reflect the needs of all students.
Knowledge of Resources	Using building, district, and community resources to enhance instruction.
Instructional Lessons	Preparing lessons that engage the students, promote academic rigor, and provide a rationale for learning; selecting learning activities and resources/materials that support instructional objectives and accommodate different learning styles; incorporating varied grouping practices; using technology to enhance instruction.
Assessment	Selection assessment techniques that are congruent with instructional objectives, both in content and process; clearly communicating criteria and standards of assessment to students.

B. Instruction

Greece teachers provide effective classroom instruction that fosters student learning by:

Communication	Providing clear directions and explanations to students and modeling appropriate English usage, grammar, and expressive vocabulary.
Questioning	Using questioning and discussion techniques that foster student learning; promoting student involvement in discussions and encouraging students to take the responsibility for the success of discussions.
Student Engagement	Engaging students in learning by presenting materials at the appropriate level and pace, linking learning with students' knowledge and experience, employing a wide variety of resources and strategies.
Feedback	Providing feedback that is accurate, substantive, constructive, specific, and timely in order to enhance learning.
Flexibility and Responsiveness	Demonstrating flexibility and responsiveness by adjusting to student needs, recognizing and responding to teachable moments by making major and minor changes in lessons to take advantage of unplanned opportunities for learning.
Persistence	Continually expanding knowledge of the wide variety of instructional strategies and resources and consulting with other staff in order to find ways to help students who are having difficulties in meeting instructional objectives.

Commitment to Excellence (Continued)

C. Classroom Environment

Greece teachers create effective environments for learning by:

Teacher/Student Interaction	Demonstrating caring and respect for individual students and promoting respectful and polite interactions among students.
Culture for Learning	Conveying a genuine enthusiasm for the subject and encouraging students to value the subject, setting high expectations for student achievement and high standards for the quality of student work and encouraging students to meet the standards and take pride in their efforts and work.
Classroom Procedures	Organizing student work so that students are on task and productive; providing smooth and efficient transitions between activities; establishing effective routines and systems for handling materials and supplies, and for performing non-instructional duties.
Student Behavior Management	Developing clear standards for student conduct, monitoring students' behavior and responding to student misbehavior in an appropriate manner, sensitive to and respectful of the individual student.

D. Teacher Professionalism

Greece teachers demonstrate their professionalism by:

Reflection	Making thoughtful and accurate assessments of the effectiveness of lessons; identifying professional and personal strengths and weaknesses; planning and participation for continuous professional growth.
Record-Keeping	Developing and implementing a system for maintaining accurate records of instructional and non-instructional information such as student progress and attendance.
Communication with Families	Maintaining communication with families about program and student progress in a manner that encourages family involvement.
Contributing to Building/District	Contributing to building and district by participating in building and district activities.
Professional Growth	Pursuing professional growth and modeling life-long learning.
Professional Qualities	Displaying personal and professional qualities that contribute to the well-being of students, the building, the district, and the profession.
Teamwork	Maintaining positive and sharing relationships, enhancing professional practice and working with colleagues to promote morale.

* Adapted from *Enhancing Professional Practice* by Charlotte Danielson ASCD 1996

APPROVAL OF LEGISLATIVE BODY

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

Dated this 11 day of May, 2005.

GREECE TEACHERS ASSOCIATION
TOWN OF GREECE, NEW YORK

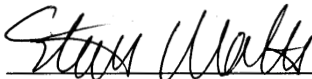


President



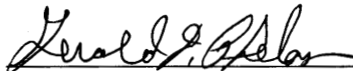
Chief Negotiator

GREECE CENTRAL SCHOOL DISTRICT
TOWN OF GREECE, NEW YORK



Superintendent of Schools

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Mr. Donald Nadolinski
Superintendent's Designee, Office of Student Services



STUDENT LEARNING IS THE GOAL

**PRODUCTION
ASSISTANCE
PROVIDED BY THE
DEPARTMENT OF
COMMUNICATION
AND TECHNOLOGY**

Assistant Superintendent:
Keith Imon
*Communication
Coordinator:*
Don McCoy