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#### **Contract Database Metadata Elements**

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**CONTRACTUAL AGREEMENT**  
**BETWEEN**  
**GARRISON UNION FREE SCHOOL DISTRICT**  
**AND**  
**GARRISON TEACHERS' ASSOCIATION**  
**JULY 1, 2007 - JUNE 30, 2012**

*32 employees*

## TABLE OF CONTENTS

	<b>PAGE</b>
ARTICLE I: RECOGNITION.....	1
ARTICLE II: DUES DEDUCTIONS AND AGENCY SHOP FEE DEDUCTIONS.....	1
ARTICLE III: NEGOTIATION PROCEDURE .....	2
ARTICLE IV: GRIEVANCE PROCEDURE .....	2
ARTICLE V: TEACHING HOURS.....	4
ARTICLE VI: TEACHING LOAD.....	5
ARTICLE VII: TEACHER RELIEF .....	6
ARTICLE VIII: MATERIALS, SUPPLIES AND EQUIPMENT .....	6
ARTICLE IX: LEAVE PLANS.....	6
ARTICLE X: TERMS OF EMPLOYMENT .....	13
ARTICLE XI: COMPENSATION .....	14
ARTICLE XII : GTA BENEFITS .....	18
ARTICLE XIII: MENTORING.....	20
ARTICLE XIV: ASSOCIATION RIGHTS.....	21
ARTICLE XV: TEACHERS' AND TEACHING ASSISTANTS' RIGHTS AND RESPONSIBILITIES .....	22
ARTICLE XVI: DURATION AND SCOPE OF AGREEMENT.....	23
ARTICLE XVII: MISCELLANEOUS.....	24

## **ARTICLE I: RECOGNITION**

The Garrison Union Free School District Board of Education, hereinafter the Board, has recognized the Garrison Teachers' Association, hereinafter the GTA or the Association, as the sole exclusive bargaining representative of the teaching unit, including all certified teachers, teaching assistants, and school nurses and excluding the Superintendent of Schools and all supervisors and confidential employees and those employees whose remuneration is based on less than half the annual salary rate for teaching positions. This recognition shall extend to the maximum period allowed by law.

## **ARTICLE II: DUES DEDUCTIONS AND AGENCY SHOP FEE DEDUCTIONS**

### **A. Dues Deduction**

1. Upon receipt of written authorization, the Garrison Union Free School District shall deduct from the salaries of members of the Association all authorized dues.

2. By September 20th yearly, the Association shall certify to the Board, in writing, the current rate of individual membership dues to be deducted.

3. Deductions referred to in Section 1 above shall be made in the following manner: The total annual membership dues certified as mentioned above, shall be deducted in twenty (20) or twenty-four (24) equal installments beginning with the second pay period of the school year.

4. The Board shall, following each pay period from which a dues deduction is made, transmit the amount so deducted to the Association.

### **B. Agency Shop Fee Deduction**

1. The Board of Education of the Garrison Union Free School shall deduct from the wage or salary of employees in the bargaining unit described in Article I above who are not members of the Garrison Teachers' Association the amount equivalent to the dues levied by the Garrison Teachers' Association, and shall transmit the sum so deducted to the Garrison Teachers' Association. This provision for agency shop fee deduction shall continue in effect so long as the Garrison Teachers' Association maintains such procedure.

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

3. The GTA affirms that it has adopted such procedures for refunds of agency shop fee deductions as required by law.

### **ARTICLE III: NEGOTIATION PROCEDURE**

1. The District and the Association agree to mutually present all their demands on or before February 1 of the calendar year in which the Agreement expires.
2. All proposals made by either parties shall be confidential and neither party shall release any information concerning their proposals or the content of meetings to any news media except by mutual consent.

### **ARTICLE IV: GRIEVANCE PROCEDURE**

#### **A. Purpose**

The purpose of this procedure is to secure, at the lowest possible administrative level, the orderly settlements of differences in a fair and equitable manner. Both parties agree that proceedings shall be kept as informal and confidential as is appropriate.

#### **B. Representation**

The Association shall have the exclusive right to represent teachers and teaching assistants under this agreement.

#### **C. Definitions**

1. A grievance is a claimed violation, misinterpretation, or inequitable application of the terms and conditions of this contract.
2. A "party of interest" is the person making the claim or any person who might be required to take action or against whom action might be taken in order to resolve the problem.
3. The term "days" when used in this Article shall mean working school days.

#### **D. Time Limits**

1. The aggrieved party, or the Association where Association rights are violated, shall institute a grievance within thirty (30) days of the date which the teacher, teaching assistant, or Association knew or should have known of the act or condition upon which the grievance was based.
2. The number of days indicated at each step should be considered as a maximum, and every effort should be made to settle grievances in the shortest time possible. The time limits specified for either party may, however, be extended by mutual consent.
3. If a decision on a grievance is not appealed to the next step of the procedure

within the time specified, the grievance will be deemed settled on the basis of the disposition at the preceding step.

4. Failure at any step of the grievance procedure to communicate a decision to the aggrieved party and the Association within the specified time limit shall permit the lodging of an appeal at the next step of the procedure within the time which would have been allotted had the decision been communicated by the final day.

#### **E. Steps of Grievance**

1a. Before instituting a grievance, the teacher or teaching assistant shall notify the GTA Grievance Committee as to the nature of the grievance. The Grievance Committee reserves the right to reject any grievance which it considers unsuitable for further action on its part.

1b. Grievances shall be filed in writing and shall contain a clear and concise statement of the facts surrounding the alleged violation.

2. Step 1: Superintendent of Schools - The aggrieved party shall submit the grievance to the Superintendent of Schools who shall then review the merits of the grievance and render a determination in writing within six (6) days.

3. Step 2 : Board of Education - If the Superintendent of Schools' determination fails to resolve the situation, either the Board of Education or the GTA shall have the right to request within six (6) days of the Superintendent's determination, a hearing between the two parties. This hearing shall be held at least three (3) days prior to the next regularly scheduled Board meeting to allow the Board to review the merits of the grievance and render a written determination within ten (10) days. In the event that no such request is made, the GTA grievance may proceed immediately to arbitration as provided in Step 3 below.

#### 4. Step 3: Arbitration.

a. If either the Board or the GTA elects to proceed to a Board hearing, and if the decision of the Board of Education is not satisfactory to the aggrieved party or the Association, the Association may, within ten (10) days of receipt of the Board's decision, submit the grievance to arbitration pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association.

b. Demands for arbitration, filed pursuant to the above, shall only be filed by the GTA.

c. The decision of the arbitrator will be accepted as final and binding by the parties.

d. The costs of any arbitration shall be shared equally between the Board and the Association.

## **ARTICLE V: TEACHING HOURS**

### **A. Working Hours**

1. Except in situations beyond the control of the Board, the normal workday for teachers and teaching assistants will be seven (7) hours. The beginning and ending times for the school day will be established by the Superintendent of Schools at the beginning of the school year.

2. The Association recognizes that teachers have responsibilities that extend beyond the normal working day such as assisting pupils, conferring with parents, participating in professional meetings, and other professional duties and activities. The Association recognizes the need for reasonable variations of those hours at the discretion of the Superintendent of Schools.

### **B. Faculty Meetings**

1. One specific day of the week will be reserved for faculty meetings except that one faculty meeting day each month shall be reserved for GTA meetings. The identification of such a day will be made at the beginning of the school year.

2. Faculty meetings should last no longer than 45 minutes after the close of the regular school day. Depending on the agenda and the nature and weight of matters being considered, extensions of this time may be necessary.

### **C. Lunch Periods**

The teachers and teaching assistants shall have a duty-free lunch period equal in length to a regular class period.

### **D. Emergency Closings**

1. In the interest of their personal safety, when school is closed because of conditions caused by adverse weather or other emergencies, teachers and teaching assistants will not be required to report for duty.

2. In emergencies, when school is closed early, teachers and teaching assistants will remain on duty until dismissed by the Superintendent of Schools or until the regular school day ends, whichever comes first.

### **E. School Calendar**

The Association will have the opportunity to make recommendations to the Superintendent of Schools concerning the school calendar. The school calendar shall consist of 185 days.

## **ARTICLE VI: TEACHING LOAD**

### **A. Preparation Period**

1. All teachers will, in addition to their duty-free lunch period have at least one (1) preparation period each day equal in length to a regular class period, during which time they will not be assigned to any other duties.

2. In emergency situations which may arise during the school day, all teachers and teaching assistants will remain with their class, whether or not that emergency occurs during what would otherwise be the teacher's preparation period.

### **B. Class Size**

When class size becomes such that it detracts from the quality of the educational program, teachers will notify the Superintendent of Schools who, with the teacher and any other assistance necessary, will attempt to resolve the problem as effectively as possible.

### **C. Teaching Assignment**

1. New teachers and teaching assistants shall be given written notice of assignment no later than thirty (30) days prior to the opening of the term for which they are first employed, unless emergency conditions prohibit such notice. Teachers will not be assigned extra and co-curricular duties in their first year.

2. All continuing teachers and teaching assistants shall be notified in writing of assignments for the following year no later than June 1st of the preceding year and shall be consulted in advance of any change in assignments caused by emergency. Teachers and teaching assistants may, upon request, consult with the Superintendent of Schools regarding assignments and such consultation must take place by June 30th directly following the June 1st notice reported to herein.

### **D. Nurses**

Article VI shall not apply to nurses employed by the District.



## ARTICLE VII: TEACHER RELIEF

Teachers will be relieved of all the following duties:

1. Supervision of cafeteria during lunch periods.
2. Homeroom teachers may be required to take attendance by computer.
3. Collection and accounting of lunch moneys.
4. As far as it is possible, the typing and duplication of teaching materials, provided that teachers schedule the work to be duplicated a minimum of two (2) working days in advance of its intended use.
5. Morning bus duty except when it is necessary to guarantee the safety and good conduct of the pupils.
6. Whenever possible teachers will monitor hallways when students are changing classes.
7. **Nurses**

Article VII shall not apply to nurses employed by the District.

## ARTICLE VIII: MATERIALS, SUPPLIES AND EQUIPMENT

The District shall supply all materials, supplies and equipment it deems necessary to conduct the educational program. Teachers may submit to the Superintendent of Schools their request for materials, supplies and equipment in accordance with Article XIV.A., and it remains the responsibility of the teachers to become familiar with the proper operation and maintenance of all equipment maintained by the district.

## ARTICLE IX: LEAVE PLANS

### A. Definitions

1. **Leave:** Approved absence from school.
2. **Immediate Family:** Parents and parents-in-law, grandparents, children and grandchildren, brothers and sisters and their spouses, spouse or relatives living in the immediate household. The Superintendent may approve an extension of this category under special circumstances.

3. **Extended family:** Aunts, uncles, nephews, nieces and cousins. The Superintendent of Schools may approve an extension of this category under special circumstances.

## **B. Sick Leave**

1. Effective July 1st of each year of this agreement, each teacher and teaching assistant will be credited with thirteen (13) days leave of absence with pay for personal illness, cumulative to one hundred eighty (180) sick leave days.

2. All teachers and teaching assistants shall be required to submit an illness report, to be filed with the Superintendent of Schools after each absence from school due to illness. For extended illness, a medical report shall be filed with the District by the tenth (10<sup>th</sup>) consecutive school day of absence.

3. All teachers and teaching assistants shall be required to submit a medical certificate establishing their ability to return to full-time teaching or teaching assisting, without restriction, after an extended illness.

4. Part-time teachers and part-time teaching assistants shall be entitled to that portion of leave which corresponds to the portion of a normal full work year for which they are employed.

## **C. Joint Sick Leave Bank**

1. **Participation:** All members of the Garrison teaching and teaching assistant staff covered by the Teachers' collective bargaining agreement and all non-instructional employees ("SRP"), covered by the Garrison School Related Personnel ("SRP") collective bargaining agreement, will participate in the Joint Sick Leave Bank ("Bank").

2. **Definition:** The number of teachers and teaching assistants of the Garrison teaching staff equals the number of full-time staff members plus the sum of the fractions of the time worked by part-time teachers and teaching assistants covered by the Teachers' collective bargaining agreement. The number of Garrison SRP employees equals the number of full-time SRP employees plus the sum of the fractions of the time worked by the part-time SRP employees covered by the SRP collective bargaining agreement.

3. **Maximum Number of Bank Days:** The maximum number of sick leave days accumulated shall not exceed 10X days, where x = the number of teachers and teaching assistants on the Garrison teaching staff plus the number of SRP employees.

### **4. Maximum Utilization:**

a) The maximum number of sick bank days that a teacher, teaching assistant or SRP employee who has exhausted personal sick leave days may utilize in any school year

shall be one hundred (100) days.

b) The maximum number of days that a part-time teacher, teaching assistant or SRP employee who has exhausted personal sick leave days may utilize in any school year shall be that portion of the yearly schedule set forth in (a) above which corresponds to the portion of a normal full-work year for which they are employed. For part-time teachers, part-time teaching assistants and part-time SRP employees, days shall be calculated to the nearest hundredth.

**5. Reaccumulation After Use:**

a) When the utilization depletes the Bank by a number of days equal to the number of teachers and teaching assistants on the Garrison teaching staff plus the number of SRP employees, each teacher, teaching assistant and SRP employee will contribute one (1) sick leave day (full or fractional) as normally worked to the Bank. This mandatory reaccumulation shall be utilized only once in that school year.

b) In the event that utilization of the Bank in any school year depletes the number of days beyond a number of days equal to the number of teachers, teaching assistants and SRP employees in the Garrison Union Free School District, each teacher, teaching assistant and SRP employee may voluntarily contribute no more than two (2) additional sick leave days to the Bank in that school year.

c) In the event that neither 5a or 5b above brings the Bank accumulation to the 10X Bank days, teachers, teaching assistants and SRP employees shall contribute one (1) sick leave day in the next school year and every school year thereafter until the Bank's accumulation reaches 10X days.

d) If a teacher, teaching assistant or SRP employee does not have a sick leave day to contribute to the mandatory reaccumulation, that teacher, teaching assistant or SRP employee shall be required to contribute that one day in the succeeding year.

6. **Dissolution:** In the event that the Bank is dissolved, the Garrison Teachers' Association shall recommend a method to the Board of Education by which the sick leave days remaining in the Bank shall be divided among the current teaching staff, teaching assistants and SRP employees. The Board of Education shall ultimately be responsible and will distribute the days.

**7. Joint Sick Leave Bank Committee:**

a) A Joint Sick Leave Bank Committee shall be created and shall consist of two (2) members appointed by the Association, and two (2) members appointed by the Board of Education.

- b) The Bank Committee shall:
  - 1. Establish procedures for the maintenance of appropriate records of the Bank;
  - 2. Establish application procedures for the utilization of the Bank days;
  - 3. Establish procedures for the periodic review of the status of teachers, teaching assistants and SRP employees utilizing sick bank leave days;
  - 4. Administer reaccumulation when necessary as defined in 5a-d above;
  - 5. Do all the other things necessary to insure the proper functioning of the Bank.

8. **Eligibility Requirements.**

- a) Applicants for the Bank days shall have exhausted personal sick leave days.
- b) Applicants shall have a serious physical/mental injury or illness requiring long periods of medical care.
- c) The Bank is not intended to cover disability due to minor chronic illness, nor is it intended to cover treatment that can be postponed until a period when school is not in session.

**D. Non-Cumulative Leave**

1. **Death in the Immediate Family:** Leave with pay for each death shall be granted for the first six (6) school days of such absence.

2. **Death in the Extended Family:** Leave with pay for each death shall be granted for the first three (3) school days of such absence.

3. **Sickness in the Teachers' or Teaching Assistants' Immediate Family:** Leave with pay shall be granted not to exceed five (5) days per year.

4. **Religious Observances:** Leave with pay shall be granted not to exceed four (4) days a year.

5. **Personal Leave:**

a) Upon approval by the Superintendent of Schools, personal leave with pay shall be granted not to exceed three (3) days per year. Request for such leave shall be acted upon

as soon as possible.

b) Personal leave is to be used for urgent personal matters, which cannot be resolved outside of the teacher's or teaching assistant's regular working hours. Personal leave is not to be used to lengthen a vacation or holiday, unless approved by the Superintendent of Schools.

c) Except in an emergency, the teacher and teaching assistant shall submit to the Superintendent of Schools a request for personal leave, in writing, stating the reason, at least two (2) days in advance of the leave. As soon as the teacher and/or teaching assistant returns from an emergency personal leave, he/she will complete the paperwork necessary to keep an accurate accounting of such leave.

d) Personal leave is to be taken in one-half ( $\frac{1}{2}$ ) day lengths or a multiple thereof, therefore, for example, personal leave cannot be taken for only one hour.

6. **Attendance in Court:** Leave with pay shall be granted for legally required attendance in court not to exceed six (6) days a year.

7. **Jury Duty:** The District will pay teachers and teaching assistants a full day's pay, prorated for part-time teachers and teaching assistants, while on jury duty. Teachers and teaching assistants will assign the District moneys paid for Jury Duty service (not travel or food moneys).

#### **E. Extended Leave**

1. Maternity-Child Care Leave shall conform to all existing laws, rules and regulations.

2. **Maternity-Child Care Leave:** The District shall grant up to two (2) years maternity-child care leave without pay to teachers and teaching assistants upon request.

Requests for such leave shall be made as early as possible before the leave is to commence. Leave shall commence either prior to birth or within sixty (60) days after the conclusion of any disability due to pregnancy or at the adoption (actual custody) of a child.

Leave shall continue for the duration of the school year in which such leave commences, and at the option of the employee may extend for another full year. Requests for child-care leave shall be made in writing one hundred twenty (120) days prior to commencement of leave. Notification of intent to extend the leave for another full year must be received in writing by March 1st prior to the extension year requested. In the event March 1st falls before the birth of the child, notification of intent to extend leave for another full year must be received in writing six (6) weeks after the birth of the child or actual custody of a child in case of adoption. Said leave may be further extended by mutual agreement. The employer may, upon request of the teacher or teaching assistant, terminate said leave earlier than described above.

3. **Military Leave:** Military leave shall be granted in accordance with Section 243 of the New York State Military Law.

**F. Professional Leave:**

1. **Definition:** Upon the teacher's request, professional leave may be granted to enable the teacher or teaching assistant to take advantage of opportunities provided by educational conferences, workshops, seminars, observances, visit to other schools, or other situations which contribute to the teacher's professional knowledge and in the opinion of the Superintendent will benefit the goals and educational program of the district.

2. **Eligibility:** Any teacher or teaching assistant in the Garrison Union Free School District may apply for professional leave.

3. **Application:** A written application should be submitted in advance by the teacher or teaching assistant to the Superintendent of Schools stating clearly the purpose of the professional leave and the plan for realizing that purpose.

4. **Approval:** The Superintendent of Schools may grant professional leave of not more than five (5) consecutive school days. Professional leave of more than five (5) school days requires approval by the Board.

**5. Compensation:**

a) Up to five (5) days professional leave granted during any one (1) school year shall be with pay.

b) Professional leaves for more than five (5) consecutive days, or subsequent professional leave in the same school year may be granted with full pay, with partial pay, or without pay on the recommendation of the Superintendent and with the approval of the Board. Such approval, which shall specify the method of compensation, shall be transmitted in writing to the teacher (or teaching assistant) by the Superintendent

c) Teachers (or teaching assistants) granted such professional leave shall be reimbursed for fees at the actual registration costs and for travel at the approved rate as established by the Board of Education for each school year of the contract. Reimbursement for meals and lodging shall be made, if approved in advance.

**G. Sabbatical Leave**

1. **Definition:** A sabbatical leave (other than a summer sabbatical) releasing a teacher from full-time teaching duties to enable the teacher to develop further the teacher's cultural, professional, or educational background, and to improve the duality of education provided by the school, may be granted by the Board of Education. A summer sabbatical may be granted for the months of July and August, and such sabbatical may continue for a period of not

more than three (3) summers.

2. **Eligibility:** A teacher first becomes eligible for a sabbatical leave during or after the teacher's seventh (7th) year of full-time service in the Garrison Union Free School District. The granting of such leave will provide more than one (1) year of sabbatical leave for each seven (7) years of service.

3. **Application:**

a) A written application should be submitted by the teacher through the Superintendent to the Board, stating clearly the purpose of the sabbatical leave, and the plan and the schedule for realizing that purpose.

b) Such application should be submitted to the Superintendent no later than the first school day in January of the school year prior to the anticipated leave.

c) In unusual situations, the Board may accept and consider applications made after January 1st.

d) All applications will be held for consideration by the Board after January 1st, and a written decision on each application will be given to the applicant not later than March 1st.

4. **Compensation:**

a) Salary shall be paid at the following rates: Full-year sabbatical at 75% of the yearly salary; half-year sabbatical at 75% of the half year salary; summer sabbatical of two (2) months at 10% of yearly salary.

b) Determination of salary paid during sabbatical year will be based on the salary schedule and credits, but will include payments for special duties.

c) A teacher while on sabbatical leave shall be considered to be a full-time employee.

5. **Intent to Return:** Teachers granted sabbatical leave must agree in writing to return to the Garrison Union Free School District for at least one (1) year following their leave. Teachers taking another position or failing to return for the full term of said one (1) year period for any reason other than physical disability must refund the salary paid during their sabbatical leave.

6. **Limitations:** The Board will not grant more than one (1) new sabbatical leave in any fiscal year, nor will it grant leave to more than two (2) teachers during any one (1) fiscal year.

7. **Written Report:** Upon return from a sabbatical leave, a teacher shall submit to the Board through the Superintendent, a written report of the teacher's activities during the period of the leave. Such report shall reveal compliance with the purpose for which the leave was granted as stated under Section 3, above.

**H. Notification of Intent to Return Upon Termination of Leave:**

1. In all long term leaves (sabbatical, leave of absence and military) the teacher or teaching assistant granted leave must notify the District in writing of his/her intent to return or not to return by March 1st of the year in which the leave expires.

2. In cases where the leave expires during the school year, the teacher on leave must give one hundred twenty (120) days notice of his/her intention to return or not return.

**I. After a Teacher Has Accumulated 180 Days of Sick Leave:**

Upon retirement from the District, unit members will be reimbursed for unused sick leave as follows:

1 to 120 days	\$25.00 per day
121 to 140 days	\$200.00 per day
141 to 160 days	\$300.00 per day
161 to 180 days	\$400.00 per day

**ARTICLE X: TERMS OF EMPLOYMENT**

A. Certified teachers new to the system may, but need not, receive full credit for teaching, credits and related experiences.

B. Up to three (3) years credit may be allowed for military experience at the discretion of the Board.

C. In order to provide the maximum opportunity for a person to relocate, notification of intent not to rehire a probationary teacher will be given by the Superintendent of schools no later than April 1st, or ninety (90) days prior to the termination of the probationary period to those teachers whose probationary period ends prior to the last day of school.

D. Evaluation of probationary teachers shall be conducted at least two (2) times per year. The evaluation shall be based upon the professional function of the teacher. No later than the end of ten (10) school days following the observation, a conference shall be held between the teacher and the Principal or Superintendent. At that conference, the Principal or Superintendent shall discuss strengths and areas in which improvement is necessary, including remedial suggestions. A teacher may request additional observations. Copies of evaluation reports shall be given to teachers prior to placement in teacher files. Teachers to be released from employment



shall be entitled to reasons under the law.

E. Evaluation of tenured teachers shall be conducted at least once per year. The evaluation shall be based upon the professional function of the teacher. No later than the end of ten (10) school days following the observation, a conference shall be held between the teacher and the Principal or Superintendent of Schools. At that conference, the Principal or Superintendent of Schools shall discuss strengths and areas in which improvement is necessary including remedial suggestions. The teacher shall be entitled to follow up assistance. The teacher may request additional observations. Copies of evaluation reports shall be given to teachers prior to placement in teacher's personnel file. Teachers to be released from employment shall be entitled to reasons under the law.

F. A seniority list will be developed by the Board and the Association by October of each year of the contract. The guidelines for such a seniority list shall be established by the Board of Education. The seniority list shall be updated as new staff members are added and/or deleted in accordance with the Board of Education's established guidelines.

**G. Nurses**

Article X shall not apply to nurses employed by the District.

**ARTICLE XI: COMPENSATION**

**A. 1. Base Salary**

a. The salary schedules shall be increased by the following percentages in the following school years:

- 3.0 % for the 2007-2008 school year
- 2.75% for the 2008-2009 school year
- 2.0% for the 2009-2010 school year
- 2.0 % for the 2010-2011 school year
- 2.5% for the 2011-2012 school year

b. Teachers' base salary schedules for the 2007-08, 2008-09, 2009-10, 2010-11 and 2011-12 school years are attached hereto.

c. Teaching assistants' salaries for the 2007-08, 2008-09, 2009-10, 2010-11 and 2011-12 school years see Article XI (A)(10) and attached schedules.

2. All credits past the Master's Degree, which were previously accepted for payment by the District, are held in place. Teachers employed prior to July 1, 1981 who are currently being reimbursed for the amount of the credits shall continue to be reimbursed for these credits.

3. Compensation for credits will be given where the Superintendent has given prior

written approval to the teacher for a course in the field of education and where an official transcript has been submitted. Credits shall be paid at the following rates:

Credits taken prior to the 2009-10 school year	\$75/credit
Credits taken during the 2009-10 school year and after	\$100/credit

4. Effective July 1, 1984 credits granted since July 1, 1981 to incoming teachers upon initial employment are held in place.

5. Subject to the provisions of this Agreement, payments for credits shall be made in the September or February immediately following successful completion of the course.

6. No later than the end of April of any school year, teachers shall advise the District of their intent to take courses.

7. Teachers and teaching assistants shall advance one increment for each and every year of this Agreement until they reach the maximum.

8. **Longevity:**

The following longevity payments shall be made:

At the completion of 18 years:	\$1,750.00
At the completion of 21 years:	\$2,250.00
At the completion of 24 years:	\$2,750.00

These longevity payments will be non-cumulative.

9. Effective July 1, 2002, nurses will be compensated at the rate of 80% of the BA2 and shall progress to no more than BA8. Placement shall begin at BA2. Longevity will be paid at 80% of the teachers' longevity.

10. Effective July 1, 2002, the incumbent Teaching Assistant will be compensated at the rate of forty (40%) percent of the maximum step of the BA schedule. Newly hired teaching assistants will be placed on the appropriate steps of the BA schedule and compensated at the rate of forty (40%) percent of that step. Longevity will be paid at 40% of the teachers' longevity.

**B 1. Extra Duties**

The following amounts shall apply to extra-curricular rates. However, it is specifically understood that there shall be no retroactive payments for services rendered during the 2007-2008 and 2008-2009 school years.

<u>Position</u>	<u>2009-2010</u>	<u>2010-2011</u>	<u>2011-2012</u>
a. Coach	\$2925	\$2984	\$3059
b. Athletic Director	\$3700	\$3774	\$3868
c. Drama	\$1050	\$1071	\$1098
d. Curriculum Develop	\$36/hour	\$37/hour	\$38/hour
e. Yearbook	\$2100	\$2142	\$2196
f. Staff development	\$36/hour	\$37/hour	\$38/hour
g. 8 <sup>th</sup> grade advisor	\$2900	\$2980	\$3032
(Includes chaperoning all 8 <sup>th</sup> grade activities after hours)			
h. Home instruction	\$36/hour	\$37/hour	\$38/hour
i. Overnight trips	\$61/night	\$62/night	\$64/night
j. After hours pay	\$27/hour	\$28/hour	\$29/hour
k. Extra period pay	\$20/period	\$20/period	\$21/period
l. Trips exceeding 6 hours beyond regular school day (does not include 8 <sup>th</sup> grade advisor)	\$58/day	\$59/day	\$60/day
m. Substitute Caller	\$3900	\$3978	\$4077
n. Testing Facilitator	\$5000	\$5100	\$5228

2. a. Any faculty member may apply for an opening in the above areas or for any newly requested extra duties. The availability of a job description for any position shall be made known in writing to the President of the Association.

b. Pay for newly requested extra duties shall be determined by the Board acting on the recommendation of the Superintendent. The Superintendent's decision for a recommendation to the Board will be advanced after consultation with representatives of the Association.

c. All categories of extra duties will be determined by the Superintendent with the approval of the Board.

3. Teachers and teaching assistants will give a maximum of two (2) evenings per year without remuneration. In addition, all teachers and teaching assistants will give one evening chaperoning duty with remuneration according to the after hours supervision rate in 'k' above.

4. The Superintendent will make every effort to give the teachers and teaching assistants at least two weeks notice of the need for chaperones. The Superintendent will decide the number of chaperones needed for each event and the GTA will be responsible for the assignment of chaperones to those events.

If a teacher or teaching assistant does not fulfill his/her chaperoning obligation for any reason in a given year, that obligation will be carried forward to the following year and be placed first on the list.

### **C. 1. National Board Certification**

A teacher achieving National Board Certification shall be paid an additional \$2,000 per year so long as such certification is maintained. In order for the teacher to initiate the additional stipend payment to his/her salary, (s)he must notify the Superintendent of Schools, in writing, that (s)he has achieved National Certification and shall submit proof of certification, if requested.

### **2. Professional Development**

A Joint Professional Development Committee comprised of two (2) teachers, one from the elementary level and one from the middle school level, selected by the Garrison Teachers' Association and two (2) Administrators, selected by the District, will be formed to research, plan and recommend ten (10) annual staff development programs to the Superintendent for approval. The school district will budget \$30,000 annually for the costs of Professional Development for bargaining unit members. Effective July 1, 2010, participants in district-run workshops conducted outside of the regular school day or school year will be compensated at the hourly rate stipulated for Staff Development listed in B.(1) Extra Duties. Teachers successfully completing a total of ten (10) workshops during a school year (July 1- June 30) will receive an additional stipend of \$625. Teachers successfully completing a total of eight (8) workshops during a school year (July 1 – June 30) will receive an additional stipend of \$400. Teacher presenters conducting special courses or workshops of programs that are new or unique outside of the regular work day or work year shall receive compensation in the form of a one time honorarium of \$200 for preparation and planning in addition to the hourly rate for staff development. Reports on conference attendance and facilitation of group discussions are not considered workshop topics for this purpose. These workshops may not conflict with Article V B.1:Teaching Hours (Faculty Meetings). These workshops are intended to be in addition to the mandated 175 hours staff development over 5 years for teachers certified after July 1, 2004 holding Initial or Professional Certificates. However, a teacher may choose to apply these hours toward the 175 hours in lieu of the additional stipend set forth above.

## ARTICLE XII : GTA BENEFITS

### A. Health Insurance

1. Employees who participate in the District sponsored health insurance plans shall contribute the following percentage of the premiums for family or individual plans as chosen by them, in the following school years.

2007-08	9.0%
2008-09	9.0%
2009-10	10.0%
2010-11	10.75%
2011-12	11.25%

The District shall pay the remaining premium amounts, except that HMO payments will not exceed the cost of the District's plan.

2. Effective July 1, 2010, Association members who retire with 15 or more years of continuous District service immediately prior to retirement shall pay 7% of the premium of the plan chosen. Unit members with 15 or more years of continuous District service immediately prior to retirement, who retire prior to July 1, 2010 shall contribute \$650 per year for the family plan or \$350 per year for the individual plan. For insurance purposes only, continuous part time service will count toward the credited years. Unit members with less than 15 years of continuous service to the District immediately prior to retirement shall not be eligible for health insurance. The retiree may remain in the health insurance program as long as these benefits are the primary source of coverage for the retiree. At age 65, Medicare will become the primary provider and the health insurance policy in effect and the District the secondary provider.

3. Should the Consortium cease to exist, numbers one (1) and two (2) above would remain in effect with a new health plan offered by the district. The benefits of the new plan would be equal to those now offered by the District through the Consortium.

4. All new part-time hirees (greater than twenty (20) hours) whose employment is to commence after July 1, 1990 will have only that portion of their health insurance benefit paid in relationship to the portion of the school day actually worked by the employee, i.e. work half days, only 50% of the 100% will be paid by the Garrison Union Free School District, with the remainder paid by the employee.

5. Members of the Garrison Union Free School District Teachers' Association Bargaining Unit may, at their own option, withdraw from the District's health insurance plan. He/she shall receive cash payment equal to the following schedule:

- a. Reducing coverage from individual coverage to no coverage: \$600
- b. Reducing coverage from family coverage to individual coverage: \$790

- c. Reducing coverage from family coverage to no coverage: \$1400

The payment will be made in two installments. The first installment will be included in the last paycheck received in January, and the second installment will be included in the last paycheck received in June. These payments will be made for each year that the unit members elect this option.

The employee must notify the district by May 30th if he/she wants to withdraw from the health insurance plan. A unit member who has withdrawn from the plan may re-enter the health insurance plan at any time if such an extreme emergency exists in the family's health coverage situation to warrant such re-entry. Otherwise, opting out and re-entering will be on a school year basis only. Such notification, of an emergency nature, shall be in writing presented to the Superintendent of Schools. Coverage shall become effective on the first day of the next month following the written notification, and approved by the Board of Education. In the case of re-entry, payments made for the time withdrawn from the plan will be prorated.

**B. Dental Optical Plan and Life Insurance Benefits - Welfare Fund**

**1. Purpose**

On or before July 1, 1996, a Welfare Fund administered by the Association shall be created. The District shall contribute the amounts listed below per employee according to the following schedule: (Contributions shall be made to the Association each of the remaining years of the contract.)

July 1	25%
October 1	25%
January 1	25%
April 1	25%

No moneys shall be released until the District is in receipt of documents demonstrating that the fund has been established and filed in accordance with the law. No lawsuits may be brought against the District with the use of these funds.

**2. Additional Payment**

The District shall contribute the following amounts, per employee, in the following years, subject to the schedule set forth:

2007-08	\$1,200
2008-09	\$1,200
2009-10	\$1,300
2010-11	\$1,350
2011-12	\$1,400

An annual audit of the Fund shall be provided to the District within 30 days of the close of the Fund's fiscal year.

**3. District Responsibility**

The District's only responsibility shall be to transmit the moneys to the trustee of the fund, and the District shall not be responsible for the benefits provided for the employees through the fund, or for any of the insurance coverage purchased thereafter. Any other District employee not covered by this agreement may participate in this provision.

**C. IRC PLAN**

The District will maintain the IRC §125 plan with Preferred Group Plans Inc. The Maximum deduction for out-of-pocket expenses shall be governed by IRS regulations.

**ARTICLE XIII: MENTORING**

**A. The Mentoring Program**

1. The Mentoring Program provides to first year teachers a peer mentor selected by the Professional Development Committee whose majority is composed of teachers appointed by the Garrison Teachers Association. (i.e. one representative from elementary, secondary and support staff plus one administrator). The mentor will provide the first year teacher with assistance and support in the achievement of goals, problem solving, and the fulfillment of responsibilities.
2. The mentor will meet with the teacher as early in the school year as possible to develop a professional, collegial relationship based upon trust and confidentiality. The mentor, mentee and building administrator will meet periodically throughout the year. The mentor will not conduct formal observations, but will be available to observe the teacher and offer informal suggestions for improvement. The mentor will normally be expected to provide at least fifteen (15) hours of mentoring per semester.
3. All first year teachers are required to participate in the Mentoring Program that provides the teacher with the assistance and support of a senior tenured teacher in the achievement of goals, problem solving and fulfillment of responsibilities. The school administrator in consultation with the GTA, may require a teacher to participate in the Mentoring Program during the teacher's second and third year of employment.

**B. Mentor Selection**

1. Senior teachers interested in becoming mentors must complete an application and return it to the Professional Development Committee. The committee will review

all the applications and supporting materials.

2. Criteria for Mentor selection
  - a) The applicant must be a full time tenured teacher in the district.
  - b) The applicant must demonstrate expertise in teaching.
  - c) The applicant must be willing to give the time necessary for the task.
  - d) The applicant must demonstrate effective interpersonal skills.
  - e) The applicant must be willing to participate in training, coaching and conferencing.

### **C. Duties of the Mentor**

1. The school administrator is responsible for the evaluation of the instructional staff. A mentor is not an evaluator, but a source of professional support and assistance to the mentee.
2. Specific responsibilities include:
  - a) Meeting weekly with the mentee.
  - b) Keeping an informal log of all mentoring activities.
  - c) Informally observing and conferencing with the mentee.
  - d) Communicating to the mentee the concerns of the administrator.
  - e) Maintaining confidentiality.
  - f) Assisting the mentee with such professional matters as daily planning, routine procedures, student evaluation, parent conferencing, management skills, classroom organization, curriculum planning and instructional strategies.
  - g) Attending formal and informal conferences.

### **D. Compensation of Mentors**

Mentors will receive a stipend of \$900.

### **E. Nurses**

Article XIII shall not apply to nurses employed by the District.

## **ARTICLE XIV: ASSOCIATION RIGHTS**

A. The Association may use school facilities for holding meetings and may use school equipment without charge, except for supplies and telephone calls. Permission for holding meetings is subject to advance approval of the Superintendent of Schools.

B. The Association will be provided with two (2) copies of the minutes of the Board within five (5) days after they have been duplicated.



C. One faculty meeting-day, every month, after school, will be reserved for Garrison Teachers' Association meetings.

## **ARTICLE XV: TEACHERS AND TEACHING ASSISTANTS RIGHTS AND RESPONSIBILITIES**

### **A. Budget Requisitions**

1. All teachers are responsible for requisitioning textbooks, workbooks, supplies and equipment in the spring of each school year.

2. Before items requisitioned are cut from orders, teachers will have the opportunity to suggest items to be deleted.

3. Teachers whose assignments are changed shall be given an opportunity to submit requests for the necessary supplies, material and equipment within the guidelines applied to all classroom teachers.

4. The District reserves the right to initiate a special request for supplies during the school year.

### **B. Complaints Concerning Teachers or Teaching Assistants**

Teachers and teaching assistants will be notified of complaints or concerns registered against them and by whom. If the matter is serious enough to warrant a conference, the Superintendent of Schools will attempt to arrange such between the parties of interest and will participate in such conference.

### **C. Personnel File**

1. Any teacher and teaching assistant shall have the right to examine his or her own personnel file and to review and answer any materials placed therein. Nothing shall be placed in a teacher's or teaching assistant's file without a copy being received by the teacher or teaching assistant, and an opportunity for the teacher or teaching assistant to make a written comment which shall, upon request, be appended to such material. The Superintendent of Schools, or his or her designee, will log into the file the date each item was provided to the teacher with the initial of the person doing so.

2. This right shall not include permission for a teacher or teaching assistant to see confidential materials forwarded by a former employer, educational institution or letters of recommendation.

3. Any written or other record made of oral complaints from outside or within the school system relative to a teacher's or teaching assistant's employment service, conduct, character, or personality, which is considered by the Superintendent of Schools to be unworthy of consideration, shall not be placed in the teacher's or teaching assistant's file, nor shall it be kept in any other file.

4. A teacher or teaching assistant interested in reviewing his or her own file shall submit a request in writing. Requests shall be honored except where administrative personnel are not available. In that event it shall take place no later than one(1) school day after the request has been submitted. The teacher or teaching assistant shall be entitled to Association representation at any time the teacher or teaching assistant reviews a file.

5. Information shall be placed in the teacher's or teaching assistant's personnel file at the discretion of the Superintendent of Schools and/or a majority of the Board of Education.

#### **D. Discipline**

The prime responsibility for discipline rests with the professional who first confronts a disciplinary problem. Any professional staff member may refer a pupil to the Superintendent when disciplinary problems exist. In such cases, the teacher or teaching assistant will furnish the Superintendent, as promptly as his teaching obligations will allow, full particulars of the incident. The Superintendent shall provide whatever assistance he /she deems necessary to resolve the problem.

#### **E. Legal Counsel**

The District shall provide legal counsel to defend any claim brought against a teacher or teaching assistant for action engaged in by the teacher or teaching assistant within the scope of his/her authority provided that the teacher or teaching assistant provides the District with the summons, claim or complaint within ten (10) days of its service upon the teacher or teaching assistant as provided by law.

### **ARTICLE XVI: DURATION AND SCOPE OF AGREEMENT**

A. The agreement shall be effective July 1, 2007 and continue through June 30, 2012. It may be altered, added to, deleted from, or modified only by the voluntary mutual consent of the parties in a written and signed memorandum.

1. It shall be the prerogative of the District to institute new practices concerning matters not covered by the Agreement which matters shall not be subject to negotiation during this Agreement. No policy undertaken pursuant to this Article shall alter wages, hours, or conditions of work as set forth in this Agreement.

2. All District practices and policies relating to collective bargaining subjects, which have not been altered or changed by this Agreement shall remain in full force and effect.

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

## **ARTICLE XVII: MISCELLANEOUS**

A. Any individual arrangement, agreement or contract between the Board or an individual teacher or teaching assistant heretofore executed shall be subject and consistent with the terms and conditions of this Agreement and any individual arrangement, agreement or contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties.

B. If any provision of this contract shall be held to be invalid, such holding shall not affect the validity of the remaining parts of this contract, which shall continue in full force and effect.

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

D. Sufficient copies of this Agreement shall be printed at the expense of the Board and shall be given to all teachers and teaching assistants currently or hereinafter employed by the Board. Prospective employees shall receive a copy of the contract prior to their acceptance of the position.

E. This Agreement shall be binding upon the parties hereto and their respective successors and legal representatives.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their authorized representatives.

**GARRISON UNION FREE SCHOOL DISTRICT**

*Gloria J. Colucci* 5-13-10  
Superintendent of Schools Date

*Ann Prentice* 5-13-10  
Board of Education President Date

*Patricia Ong* 5-26-10  
GTA President Date

## GARRISON TEACHERS' ASSOCIATION SALARY SCHEDULES

2007-2008				2008-2009				2009-2010			
3.00%				2.75%				2.00%			
Step	BA	MA	MA+30	Step	BA	MA	MA+30	Step	BA	MA	MA+30
1	49733	55828	58880	1	51100	57363	60499	1	52122	58511	61709
2	52451	58545	61591	2	53893	60155	63285	2	54971	61358	64550
3	55166	61259	64311	3	56683	62944	66080	3	57816	64203	67401
4	57884	63975	67026	4	59476	65735	68869	4	60665	67049	70247
5	60598	66695	69742	5	62264	68529	71660	5	63510	69899	73093
6	63314	69408	72458	6	65055	71316	74451	6	66356	72743	75940
7	66030	72127	75176	7	67846	74110	77243	7	69203	75592	78788
8	68748	74838	77887	8	70639	76896	80028	8	72052	78434	81629
9	71461	77557	80607	9	73427	79690	82823	9	74895	81284	84480
10	74179	80272	83322	10	76218	82480	85613	10	77743	84129	87325
11	76892	82985	86037	11	79006	85267	88403	11	80586	86972	90171
12	79609	85702	88750	12	81798	88059	91191	12	83434	89820	93014
13	82325	88416	91470	13	84589	90848	93986	13	86281	92665	95865
14	85042	91135	94185	14	87381	93642	96775	14	89128	95514	98711
15	87756	93853	96903	15	90169	96434	99568	15	91973	98362	101560
16		96567	99619	16		99222	102358	16		101207	104405

2010-2011				2011-2012			
2.00%				2.50%			
Step	BA	MA	MA+30	Step	BA	MA	MA+30
1	53165	59681	62943	1	54494	61173	64517
2	56070	62585	65841	2	57472	64150	67487
3	58973	65487	68749	3	60447	67124	70468
4	61879	68390	71652	4	63426	70100	73443
5	64780	71297	74555	5	66399	73080	76419
6	67683	74197	77459	6	69376	76052	79395
7	70587	77104	80364	7	72352	79032	82373
8	73493	80002	83262	8	75330	82002	85343
9	76393	82909	86170	9	78303	84982	88324
10	79298	85812	89072	10	81280	87957	91299
11	82198	88712	91974	11	84253	90930	94274
12	85103	91617	94875	12	87230	93907	97247
13	88006	94518	97783	13	90206	96881	100227
14	90911	97425	100685	14	93184	99860	103202
15	93812	100329	103591	15	96157	102838	106181
16		103231	106493	16		105812	109156