

#### NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see http://digitalcommons.ilr.cornell.edu/perbcontracts/

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853 607-254-5370 ilrref@cornell.edu

### **Contract Database Metadata Elements**

Title: Glens Falls City School District and Glens Falls Teachers Association (2008)

Employer Name: Glens Falls City School District

Union: Glens Falls Teachers Association

Effective Date: 07/01/08

Expiration Date: 06/30/12

PERB ID Number: 5109

Unit Size: 229

Number of Pages: 25

For additional research information and assistance, please visit the Research page of the Catherwood website - http://www.ilr.cornell.edu/library/research/

For additional information on the ILR School - http://www.ilr.cornell.edu/

## **AGREEMENT**

between

# CHIEF EXECUTIVE OFFICER

of the

# CITY SCHOOL DISTRICT OF GLENS FALLS

and the

GLENS FALLS TEACHERS ASSOCIATION

July 1, 2008 - June 30, 2012

RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

JAN 0 7 2010

**ADMINISTRATION** 



# **OUR MISSION**

The mission of the Glens Falls City School District is to provide a safe, positive and stimulating environment — one that fosters self growth, a passion for continuous learning, confidence and the ability to succeed in a changing world.

We promote excellence through high expectations and evolving standards for students, staff, parents and community. The challenge is to reach personal best while respecting each person's individuality.

We make it our responsibility to be accountable for the implementation of this mission and to model behaviors that are influential to the character as well as the mind.

ARTICLE XIX	REMUNERATION	47-55
	A. Salary Differentials	47-48
	B. Prorating	48
	C. Salary Checks	48
	D. Retirement	49
	E. Credit Hours	49
	F. Salary Schedule (2008-09)	50
	G. Salary Schedule (2009-10)	51
	H. Salary Schedule (2010-11)	52
	I. Salary Schedule (2011-12)	53
	J. Exhibit B - Salary Differentials	54-55
	(Coordinators, Chairpersons, Resource Leaders)	
ARTICLE XX	SCREENING OF ADMINISTRATORS	56
ARTICLE XXI	WORK YEAR/WORK DAY	57-58
ARTICLE XXIII	NEGOTIATION PROCEDURE	59
ARTICLE XXII	REGISTERED PROFESSIONAL NURSES	60-61
ARTICLE XXIV	STATUTORY PROVISION	62
ARTICLE XXV	DURATION	63

### ARTICLE II

## **DEFINITIONS**

As used in the Agreement, the following terms shall have the respective meanings set forth below:

- A. "School District" or "City School District" means the Glens Falls City School District.
- B. "Board of Education" or "Board" means the Board of Education of the School District.
- C. "Superintendent" means the Superintendent of Schools of the School District.
- D. "Association" means the Glens Falls Teachers Association.
- E. "Employee" means any employee of the School District who is covered under the Recognition Agreement, Article I.
- F. "Teacher" refers to employees of the GFCSD in all areas or concentration who possess current and valid NYS certification and are employed for the purpose of providing instruction to students.
- G. "Unit" means the negotiating unit as defined in Article I.

## 7. Party of Interest:

A party of interest is any person or persons directly involved in a grievance.

## 8. Arbitrator:

Shall mean person or persons selected from the American Arbitration Association under the rules of the American Arbitration Association.

## 9. Expedited Procedure:

Expedited procedure shall mean the expedited procedure according to the rules and procedures of the American Arbitration Association.

## C. General Procedures and Rights

- 1. Members of the Unit shall have the right to present grievances in accordance with these procedures free from coercion, interference, restraint, discrimination or reprisal.
- 2. The Association covered under this Recognition Agreement, Article I, shall have the right to choose representation at any level of the procedure.
- 3. Each grievant shall have access to all pertinent information, all written statements and records pertaining to such case with the exception of confidential records obtained for employment, at reasonable times.
- 4. All information in regard to any grievant shall be kept confidential and shall not be made a part of any individual's personnel file.
- 5. Failure by the grievant to submit the Grievance Form to the Immediate Supervisor within forty (40) days after the occurrence of the problem shall serve notice that final action on the problem has been waived.
- 6. If the person rendering the decision at any level determines he/she does not have the power to act on the grievance, then he/she shall notify the grievant in writing within the specified time of that level.
- 7. If the time limit, or the existing time limit as mutually agreed upon for any level, expires without a written determination, the grievance shall automatically proceed to the next higher level. The time limit for the next higher level shall begin as of the expiration date of the previous level. Time limits for either party will be extended only by mutual agreement.
- 8. At any point during the procedure, the grievant may withdraw his/her complaint upon written notification to all parties.

- time for this informal hearing shall be mutually agreed upon between the Superintendent and the grievant.
- d. The Superintendent's written determination shall be given to all parties within at least ten (10) days after the informal hearing, but not to exceed twenty (20) days from initiation of Level Two. The Superintendent's determination shall indicate which item of the Agreement is being questioned.
- e. If the Superintendent fails to make a written determination within the specified time limit or the grievance is not satisfactorily resolved at Level Two, the grievant shall have the right to proceed to Level Three.

## 3. Level Three - Arbitration

- a. (1) If the Association is not satisfied with the decision rendered at Level Two, the Association may submit the grievance to binding arbitration upon written notification to the Superintendent, and to the American Arbitration Association following their (AAA) rules of procedure within fifteen (15) days from the date of the Superintendent's determination.
  - (2) Upon the mutual agreement of the District and the Association, the parties, within fifteen (15) days from the date of the Superintendent's determination, may proceed under the Expedited Labor Arbitration Rules of the American Arbitration Association.
- b. A request for a list of arbitrators will be made to the American Arbitration Association by either party. The parties will then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.
- c. The selected arbitrator will hear the matter promptly and will issue his/her determination, findings, and awards no later than fourteen (14) days from the date of the close of the hearing. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning, determination, award and conclusion on the issues.
- d. The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this agreement.
- e. The decision of the arbitrator shall be final and binding upon all the parties.
- f. The costs for the services of the arbitrator will be borne equally by the School District and by the Association.

- H. National Board Certification. The GFCSD and the GFTA agree and support all efforts by staff to grow professionally. We feel that the attainment of National Board Certification is a distinction. It is earned by a teacher who completes all criteria for this certification. The following lists the criteria for this recognition:
  - 1. The GFCSD will pay up-front costs of the certification.
  - 2. The district may have a maximum of four (4) teachers per year in the program.
  - 3. Any teacher interested in pursuing this certification will apply in writing to the Superintendent. The Superintendent will appoint a committee made of three (3) administrators and three (3) teachers to review and recommend candidates.
  - 4. Once approved, the teacher will have three (3) years to complete the certification requirements. Failure to complete requirements and take the National exam will result in the teacher repaying the district the cost of the program.
  - 5. Once the teacher has successfully passed the exam and received notification of the certification he/she will receive a stipend of:

2008-09	\$2342
2009-10	\$2436
2010-11	\$2533
2011-12	\$2634

He/she will continue to receive the stipend (above base salary and not used in calculating salary increases), as long as the certification remains valid.

- 6. Upon receiving The National Board Certification, the teacher will use their expertise to mentor newer staff members in the strategies of effective teaching and classroom instruction.
- I. Professional Certificate Requirements: The School District will not incur any additional cost for an employee attaining the post 2/2/04 professional certificate requirement of 175 clock hours of acceptable educational professional development, and in-service credit hours shall not be paid by the School District for such hours.

- 5. Temporary and part-time teachers will be evaluated along the same guidelines as provided in C.1,2,3 and 4 above with allowances being made for the length of their service.
- 6. After a tenured teacher is observed in class, the teacher will be given a copy of the Observation Summary, Evaluation Summary, and/or Teacher Observation Rubric. The teacher will have the right to submit a written reply to the document which shall become a part of that Observation Summary, Evaluation Summary, and/or Teacher Observation Rubric.
- D. The procedures, including reasons, if requested in writing within the time limits, for dismissal of probationary teachers shall be the provisions of New York State Education Law, Article 35, Section 3031, and Section C of this article.
- E. 1. The official district teacher personnel file shall be maintained in the Central Office. All materials relating to the employment of the teacher shall be kept in such file, and except for the college placement folder, references or materials obtained from an outside source indicated as of a confidential nature in connection with initial employment shall be available, upon written request, to the teacher for examination at the convenience of the teacher and the office staff. Such examination shall be conducted in the presence of a member of the office staff and under no circumstances shall any material be removed from the file. A teacher shall be entitled to have a personally selected member of the bargaining unit accompany him or her during such examination if the teacher so desires.
  - 2. The teacher shall have the right to make a response for the file with respect to any materials filed and such response shall become a permanent part of the teacher's folder. Upon receipt of a written request, the teacher shall be furnished a reproduction of any material in such file excluding material originating from outside the District obtained solely for consideration of initial employment.
  - 3. No adverse material shall be placed in the personnel file of any unit member after June 30 1974 unless such member has first had an opportunity to review such material and to affix his or her signature thereto, merely as an acknowledgement of such review. No adverse material, no matter how received, which is not placed in the file shall be used in a decision-making process.
  - 4. A teacher has the right to submit a written reply to any information in his/her personnel file which the teacher feels is inaccurate or untrue. This reply will be placed in the file.

#### ARTICLE VII

## TEACHER TRANSFER AND REASSIGNMENT

### A. General

- 1. Members of the unit who desire a change in grade and/or subject assignment or a transfer to another school building shall file a written statement request at the Office of the Superintendent, or with a delegated person, not later than March 15. Such statement shall include the grade and/or subject to which the teacher wishes to be assigned, school building or building to which he/she desires transfer. Where such request contains a multiple choice, the grades, subjects or schools shall be in order of preference. Requests for transfer or reassignment will be honored only for the remainder of the school year in which they were submitted. Refusal to accept an available position offered will cause the removal of the request for transfer from the file.
- 2. All vacancies in positions in the District requiring teaching or administrative certification will be posted in the office or faculty rooms in each school building at least ten (10) school days prior to the recruiting of any person outside the District, except during the months of June through September when recruiting may begin with the announcement of the vacancy.
- 3. Persons employed within the District and covered under the Recognition Agreement shall be given preferred consideration for any vacancies.

## B. Voluntary Transfer

- 1. Voluntary transfer shall mean any change in position requested or initiated by the teacher.
- 2. A tenure teacher transferred on a voluntary basis to a new tenure area shall serve a probationary period.
- 3. Probationary teachers transferred on a voluntary basis between Middle and Senior High School in the same subject field will be credited with time already served at the level at which he/she is employed and be required to serve a period of time sufficient to complete a full probationary period.

#### C. Involuntary Transfer

- 1. An involuntary transfer is a transfer within a building or from one building to another building or to another tenure area within the scope of the teacher's certification.
- 2. Before the decision to involuntarily transfer a teacher or group of teachers is made, the Superintendent of Schools and the Building Principal(s) involved will meet with those teachers who may be affected by such transfers to discuss the potential transfers. This meeting will take place on or before May 15 or December 15.
- 3. An involuntary transfer or reassignment will be made only when necessary and in the best interest of the School District. Notice of an involuntary transfer shall be given to teachers no later than December 15<sup>th</sup> of the preceding semester, or not later than May 15<sup>th</sup> of the

#### ARTICLE VIII

## **TEACHER FACILITIES**

- A. The Board agrees to continue its policy of providing appropriate faculty work area as well as staff lounges. It is agreed that faculty lounges will be maintained for staff use and will not be closed except in emergency situations.
- B. 1. The District shall provide adequate furnishings and necessary supplies. Every reasonable effort will be made to have these facilities in, or readily accessible to, teacher work area. However, this provision shall not be interpreted as a mandate to purchase additional supplies or equipment.
  - 2. All buildings shall be provided with reasonable eating areas affording privacy for members of the bargaining unit.

## B. Personal Leave

Two personal business days per year shall be available upon request. Said request form shall not require teachers to state reasons for the use of personal business leave.

Such absences are for personal business that cannot be scheduled on a day, other than a school day. Where possible, applications will be submitted at least three (3) days prior to the intended absence. Requests for personal business days that fall before or after a school vacation, holiday, or before or after a calendar scheduled Superintendent's Conference Day may be granted only with the approval of the Superintendent. Request for a personal business day before or after a non-calendar scheduled Superintendent's Conference Day will be granted only if the employee demonstrates that the activity was scheduled before notice of the Superintendent's Conference Day.

Unused personal days will turn into sick days.

## C. Leaves of Absence

- 1. Teachers may request absence with pay each school year in addition to the leave specified above on the following basis:
  - a) One (1) day each year for the purpose of visiting another school.
  - b) Up to three (3) days each year for attending meetings or conferences of an educational nature upon the written approval of the Superintendent.
  - c) Permission for more than the allotted time described in (a) or (b) may be extended at the discretion of the Superintendent.

2.In addition, teachers will be entitled to the following absences with pay each school year:

- a) Time necessary for appearances in any legal proceeding connected with the teacher's employment or with the School District or for the performance of jury duty, or because he/she has been subpoenaed in a legal matter in which he/she is not personally involved. A teacher taking such leave shall reimburse the School District for any fees he/she receives as a juror or witness.
- b) In the event of death in the immediate family, bereavement leave up to five (5) days per occurrence will be granted. Immediate family is defined as: spouse, children, sister, brother, parents and grandparents, aunts and uncles of either teacher or spouse, those who had been legal guardians of the teacher, and any other members of the household of which the teacher is a part.
- c) Up to two (2) days per year will be allowed for the observation of Rosh Hashanah and Yom Kippur to those teachers who religion requires such observance when said days fall on school days. Application for use of the days should be submitted at least three (3) days prior to the intended absence. Such leave will not be deducted from any other leave category.

## 2. Adoption

A teacher adopting an infant child of four (4) years and/or less shall be entitled, upon request, to a leave without pay to commence at any time during the first year after receiving de facto custody of said infant child or prior to receiving such custody if necessary in order to fulfill the requirements for adoption. Maximum length of the leave shall be two (2) years and the teacher, except in emergency, shall give thirty (30) days notification.

## F. General Procedures

- 1. All benefits to which a teacher was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave, will be restored to him/her upon his/her return. He/she will be assigned to the same position which he/she held at the time said leave commenced, if available, or, if not, to a substantially equivalent position. A teacher who returns from such leave will be placed on at least the same level of the salary schedule he/she was on when the leave commenced, except that a teacher having served at least one hundred (100) school days in the school year in which the leave commenced shall be placed on the next high level of the salary schedule.
- 2. All requests for leaves or extensions or renewals of leaves will be in writing and approved or rejected in writing.
- 3. A teacher on a leave of absence of one or more school years shall make every possible effort to notify the Superintendent in writing not later than ninety (90) days prior to the end of the last school semester within the period for which the leave was granted as to his/her intentions to return to the service. If the Superintendent has not received such notice by such time, he/she shall send a letter of inquiry to the teacher at the address provided for such purpose. Failure to notify the Superintendent prior to sixty (60) days before the end of the last school semester within the authorized leave period of the teacher's intention to return shall be assumed to constitute a resignation.
- 4. All leaves in this Article shall not be counted toward the fulfillment of the probationary requirements under the tenure law. However, such leaves shall not result in the loss of probationary time earned prior to the time the leave was granted.

## G. Sick Leave Bank

- 1. The purpose of the Sick Leave Bank is to provide additional paid sick leave for those Teacher Association members who have prolonged, catastrophic, or long-term illness or injury and who have exhausted their sick leave.
- 2. A committee of three unit members who are chosen annually by the Association President and three administrators who will be chosen by the Superintendent will administer the Sick Leave Bank. All decisions made by these trustees are non-grievable and binding. The trustees can submit modifications to the rules and regulations of the Sick Leave Bank to the Executive Board and the Board of Education for its approval. In the event no decision is reached and a third party is needed, the Association President and Superintendent will decide on an acceptable third party intermediator
- 3. Each unit member who would like to participate in the Sick Leave Bank must contribute two (2) days into the Bank in September 1998. New employees will be given the chance to join

# ARTICLE X PROFESSIONAL LEAVES

- A. Upon recommendation of the Superintendent, professional leaves may be granted to teachers who have served at least seven (7) years in the School District (leaves of absence excepted) for study or other purposes of value to the School District. A teacher granted professional leave shall return to the School District for at least the year after his/her leave ends.
- B. Requests for such leave shall be made in writing and shall set forth in detail the proposed use of the leave time. Such requests shall be made ninety (90) days prior to the end of the semester preceding the semester in which the leave is to commence.
- C. Requests for such leave will be screened by a committee composed of two (2) administrators chosen by the Superintendent and two (2) teachers appointed by the Teachers' Association. The committee will report its findings of leave requests through the Superintendent to the Board of Education for final action.
- D. 1. Professional leaves for one semester or one year may be granted at full pay, if in the opinion of the Committee and the Superintendent, the staff member will be engaged in a course of study or other program of value to the School District. If a course of study, it must be on a full-time graduate level basis.
  - 2. Other professional leaves of one semester or one year may be granted at one-half pay to provide staff members an opportunity for professional advancement subject to Paragraph C above.
  - 3. Staff members on professional leaves shall be given experience credit for salary advancement.
- E. Any teacher granted a leave pursuant to this Article or Paragraph D of Article X who, during such leave engages in employment not stated in the application for such leave or thereafter approved by the Superintendent shall be deemed to have resigned. However, minor employment, supplementary to the purpose of the leave shall be exempt.

## ARTICLE XII

## COMPENSATION FOR CHAPERONES AND SPECIAL ACTIVITIES

## A. Summer Success K - 8 (20 days)

Program based on 4 hours/day, 4 days/week

2008-09	\$546/week, \$2730/summer
2009-10	\$568/week, \$2840/summer
2010-11	\$591/week, \$2955/summer
2011-12	\$614/week, \$3070/summer

## B. AIS Services Grade K - 12 (volunteer upon request). Before and after school.

AIS Services will be paid as follows:

hour
hour
hour
hour

Teachers who accept assignments of student supervisions for activities other than PTA meetings are to be compensated as follows:

## C. Chaperones

		2008-09	2009-10	2010-11	2011-12
1.	Chaperones for school-sponsored evening dances	\$72.50	\$75.40	\$78.40	\$81.55
2.	Chaperones for students attending				
	home games	\$48.80	\$50.80	\$52.80	\$54.95
3.	Chaperones for interscholastic events away from home	\$72.50	\$75.40	\$78.40	\$81.55
4.	Chaperones for student supervision at				
	intramural athletic contests, evening activities				
	such as plays, concerts or similar school sponsored programs	\$48.80	\$50.80	\$52.80	\$54.95

## E. Special Activities

		2008-09	2009-10	2010-11	2011-12
1.	Publications:				
	Senior High Yearbook	\$1,825.00	\$1,898.00	\$1,974.00	\$2,053.00
	Yearbook Business Manager	\$1,127.00	\$ 1,172.00	\$1,219.00	\$1,268.00
	Middle School Yearbook	\$1,181.00	\$1,229.00	\$1,278.00	\$1,329.00
	Middle School Newspaper	\$ 849.00	\$ 883.00	\$ 918.00	\$ 955.00
2.	<u>Treasurers:</u>				
	Senior High Central Treasurer	\$2,441.00	\$2,539.00	\$2,640.00	\$2,746.00
	Middle School Treasurer	\$1,830.00	\$1,904.00	\$1,980.00	\$2,059.00
3.	Class Advisors:				
	Senior Class (2)	\$ 657.00	\$ 684.00	\$ 711.00	\$ 739.00
	Junior Class (1)	\$ 657.00	\$ 684.00	\$ 711.00	\$ 739.00
	Junior Class Prom Advisor (1)	\$ 657.00	\$ 684.00	\$ 711.00	\$ 739.00
	Sophomore Class (2)	\$ 657.00	\$ 684.00	\$ 711.00	\$ 739.00
	Freshman Class (2)	\$ 657.00	\$ 684.00	\$ 711.00	\$ 739.00
	(advisors receive full stipend)				
	Middle School Teams	\$235.00	\$244.00	\$254.00	\$264.00
4.	<u>Dramatics:</u>				
	Paid Performance Senior	\$2,026.00	\$2,107.00	\$2,191.00	\$2,279.00
	High				

If a music teacher picks up a sixth class (before or after school schedule) each day, the teacher will receive a differential of twelve percent (12%). If the class meets less than every day, the differential will be pro-rated, e.g., two days = 40% of the 12% = 4.8%.

## F. Summer Employment

Priority shall be given to regularly appointed teachers in the Glens Falls District who qualify for summer assignments. In giving consideration for summer assignments, the Administration agrees to take into account experience, levels of professional preparation, in-service training value to the individuals involved as well as the School District, and the long-range potential of the teacher to the School District.

It is understood that when summer opportunities for in-service training programs, curriculum writing projects, or consultant assignments involve Federal monies received under the terms of Title I, Elementary and Secondary Education Act, the teachers in nonpublic as well as the public schools of the areas involved must be given equal consideration.

		2008-09	2009-10	2010-11	2011-12
1.	Curriculum Writing	\$35.25	\$36.77	\$38.25	\$39.75
2.	In-Service	\$35.25	\$36.77	\$38.25	\$39.75
3.	Kindergarten Screening	\$35.25	\$36.77	\$38.25	\$39.75
4.	Summer Art Program: Instructor	\$466.00/wk	\$485.00/wk	\$504.00/wk	\$524.00/wk

Where it would not appear to be practical or desirable to group students, the Principal will, in consultation with the staff members affected, arrange for groups with a range of 22-27 students.

The ranges are not applicable to those classes where more than one teacher is assigned to the group such as large group instruction or team teaching programs. The ranges identified for the Senior High School are not to be interpreted as a minimum number of students required for a particular course to be offered. In certain specialized areas, it is expected that the number of students will be fewer than the numbers identified by the general statement of ranges.

## 4. Secondary

#### Middle School 6 - 8

It is the philosophy of this School District to group students in a flexible and appropriate manner to provide the academic teams where needed. In said teams the number of student in different classes shall range from 18-30 depending on the needs of the students and the proper flexibility within any team except for home and career skills and technology with a class size range of 18-22. Said team grouping does not preclude the establishment of Straight-line class groupings using the guidelines set by paragraphs two and three above.

5. The District will comply with New York State Laws and Regulations with regard for establishing class sizes for Special Education classes.

## 6. Class Size Overages

The teacher(s) so affected will have his/her yearly teaching salary divided by the number of students allowed by the contract then multiplied by the number of students over the contractual limit. That number will then be divided by the number of teaching periods a full time teacher in that building meets daily. That number will then be multiplied by a fraction consisting of the number of the school days the overage occurs over the total number of days in the school year.

This agreement shall become operative with class size overages in existence on or about October 1 for the fall semester and on or about February 15 for the spring semester. These dates are not precedent setting but do allow time for the District to correct class size overages in existence at the beginning of the fall and spring semesters.

## C. Elementary Teachers

## Article XIII Class Range/Teaching Load

- 1. All elementary teachers will be provided a minimum of three hundred (300) minutes per week of individual preparation time during the <u>normal</u> teaching day. This preparation time will include one preparation period which will be a minimum of thirty (30) minutes and one preparation period which will be a minimum of twenty (20) minutes daily. A building administrator and/or his/her designee may require teachers to attend a meeting no more than two times per month during the daily twenty (20) minute preparation period.
- 2. Elementary teachers will receive at least a thirty minute (30) duty free lunch period each day.
- 3. Elementary teachers, with the exception of special area teachers, will not be assigned any supervisory duties before, during or after the <u>normal</u> teaching day except in the case of an emergency. Special area teachers may be assigned supervisory duties within the <u>normal</u> teaching day as long as they maintain the minimum planning time as described in #1.
- 4. The twenty minute preparation period is to be used for planning for instruction, for teachers to meet together to plan jointly and discuss curriculum, student and other school related issues.

## D. Secondary Teachers 6-12

Secondary teachers will receive a duty-free lunch period. Secondary school teachers will be given at least one full planning period each day during which time they will not be assigned to any other duties, except in extreme emergencies, as identified in Article XIV, B-1. The District will assign common planning periods to members of the same academic department or team in grades 6-8 at the Middle School

## E. General

An acceptable reason for exceeding the class size range which is outlined in this article shall be when there is no classroom space available to permit the scheduling of an additional class or classes in order to reduce the class size. This article is not to be interpreted as an endorsement of reduced time schedules for students in order to meet the ranges. Further, this article is not intended to restrict, inhibit, or limit the need to exceed the specified ranges in order to provide for specialized or experimental, instructional offerings.

## F. Aides

- 1. The function of aides will be to assist certified personnel in the performance of routine and/or other classroom tasks. An aide will not fill a teaching position during such time as a certified teacher is available.
- 2. No aide will be assigned to the classroom without the consent of the classroom teacher and, while in the classroom, will be directed by the teacher.
- 3. The hiring of classroom aides will include input from the classroom teacher when possible.

#### ARTICLE XIV

### **COACHING ASSIGNMENTS**

1. It is agreed that coaching assignments will be made on a year-to-year basis. A coach of a sport must notify the Director of Athletics within two weeks from the end of the season he/she has coached that he/she would like to continue in that same coaching position for another year.

The Board of Education will act on recommendations for fall and winter sports by the June meeting and spring sports by the October meeting.

- 2. Physical Education personnel may be assigned one interscholastic activity with compensation as provided in Section 8 of this Article. It is expected that coaches and the GFTA will assist the District in recruiting qualified and certified coaches.
- 3. All unassigned coaching positions for which an individual stipend is to be paid will be posted on individual faculty bulletin boards by June 1 of the school year preceding the assignment. Staff members who are interested and qualified will have an opportunity to apply and be given consideration for coaching assignments which carry an additional stipend. Lacking availability of such personnel, the positions may be filled from outside.
- 4. In making coaching assignments, the administration will consider the recommendations of the Director of Athletics, experience, past performance, and the ability of the individual to carry this assignment beyond his/her basic responsibility as a teacher.
- 5. Staff members who are new to the District and have coaching experience in another school district will have their previous coaching experience evaluated by the Superintendent for the purpose of placement on the fee schedule.
- 6. A staff member who has been assigned to a coaching responsibility within the District and is reassigned to another coaching position will have his or her previous coaching experience within the District credited for the purpose of placement on the fee schedule.
- 7. Members of the Unit may elect to receive payment for these activities either in a lump sum at the conclusion of the activity or prorated over the time period for which the activity runs.
- 8. Bargaining unit members, excluding physical education teachers, who need to complete special course requirements in order to coach can elect to receive compensation for paid courses in one of the two following methods:
  - a) The District will reimburse the bargaining unit member for the cost of the course work (e.g., books, tuition)

or

b) The District will compensate the bargaining unit member as per graduate credits (Article XX) for each year the bargaining unit member is actively coaching.

G. Teachers will immediately report all cases of assault sustained by them in connection with their employment to the Building Principal. The Building Principal will investigate the incident and take appropriate actions outlined by this contract, school policy, Board regulations, local and state law, to deal with the situation. A report of the incident will be forwarded to the Superintendent for information and/or further action and be made available to the teacher upon request.

## K. Subcontracting:

The Board of Education agrees to not enter into a contract with a private agency for performance contracting\* without prior discussion with the Executive Committee of the Association at least sixty (60) days prior to any action taken by the Board.

\*(i.e., payment to the contractor based on student progress)

- L. 1. Provided space can be found, the District agrees to provide office space for the Glens Falls Teacher Association.
  - 2. The District agrees to provide one-half day to the Glens Falls Teachers Association, for the purpose of Association business, following the District program at orientation.
- M. The parties agree to establish a liaison working group to meet once a month, if needed, for the purpose of resolving issues of concern to the parties. Said group shall consist of the Superintendent and the President of the Association along with their designees.

## N. Child Tuition

Any GFTA member that does <u>not</u> reside in the GFCSD will be permitted to register their child (children) without tuition in June of the previous school year.

- 1. Students will be placed by the Superintendent in schools where class size is conducive to appropriate numbers.
- 2. The GFTA will waive these students being counted in any overage numbers.
- 3. The GFTA member agrees to pay any additional costs above the regular education fee.

document to the School District that other health insurance is available and the employee must sign a release to the School District waiving any rights to health insurance coverage and releasing the School District from any other health related liability. However, in order for this health insurance buyout incentive to become effective, there must be at least 5 current bargaining unit members who cancel their existing health insurance coverage with the School District for at least one year.

## 6. IRC Section 125 Plan:

- 1. Effective July 1, 1995, the premiums for health and dental paid by employees may be made with pre-tax dollars through IRC 125 Plan.
- 2. Effective January 1, 1996, the School District will allow health insurance and dental premiums, uninsured medical expenses and child care reimbursement costs through the IRC 125 Plan.
- 3. Said plan to be administered through Preferred Group Plans. Any changes in the administrator will be by mutual consent.
- 7. In the event the district wishes to review new health insurance/dental carriers, it will be done in conjunction with representatives of the GFTA. Committee members will be notified of all meeting dates. The district retains the right to change carriers if it is equivalent to the current plan, but no change will be made without input from the GFTA.

G.		Salary Sc	hedule 2	009-10	
Step	$\mathbf{B}\mathbf{A}$	BA+30	MA	MA+30	MA+60
1	38,729	40,379	43,409	45,059	46,709
2	39,105	40,755	43,785	45,435	47,085
3	39,485	41,135	44,165	45,815	47,465
4	40,163	41,813	44,843	46,493	48,143
5	40,852	42,502	45,532	47,182	48,832
6	41,552	43,202	46,232	47,882	49,532
7	42,261	43,911	46,941	48,591	50,241
8	43,150	44,800	47,830	49,480	51,130
9	44,072	45,722	48,752	50,402	52,052
10	45,098	46,748	49,778	51,428	53,078
11	46,259	47,909	50,939	52,589	54,239
12	47,552	49,202	52,232	53,882	55,532
13	48,859	50,509	53,539	55,189	56,839
14	50,134	51,784	54,814	56,464	58,114
15	51,228	52,878	55,908	57,558	59,208
16	52,407	54,057	57,087	58,737	60,387
17	53,586	55,236	58,266	59,916	61,566
18	54,742	56,392	59,422	61,072	62,722
19	56,531	58,181	61,211	62,861	64,511
20	58,246	59,896	62,926	64,576	66,226
21	60,413	62,063	64,513	66,163	67,813
22	62,649	64,299	66,749	68,399	70,049
23	64,800	66,450	69,104	70,754	72,404
24	66,617	68,267	70,905	72,555	74,205
25	67,975	69,625	72,296	73,946	75,596
26	69,907	71,557	73,707	75,357	77,007
27	71,375	73,025	75,175	76,825	78,475
28	72,753	74,403	76,353	78,003	79,653
29	75,018	76,668	78,018	79,668	81,318
30	76,200	77,850	79,500	81,150	82,800
31	77,650	79,300	81,000	82,650	84,300
32	79,300	80,950	82,650	84,300	85,950
33	79,650	81,300	83,000	84,650	86,300

Home tutor pay will be \$28.00 per hour.

New teachers who attend orientation programs run by the district before the work year will be paid \$49 a day.

		Julian Julian			
Step	BA	BA+30	MA	MA+30	MA+60
1	41,094	42,744	45,774	47,424	49,074
2	41,574	43,224	46,254	47,904	49,554
3	41,970	43,620	46,650	48,300	49,950
4	42,377	44,027	47,057	48,707	50,357
5	42,789	44,439	47,469	49,119	50,769
6	43,524	45,174	48,204	49,854	51,504
7	44,313	45,963	48,993	50,643	52,293
8	45,072	46,722	49,752	51,402	53,052
9	45,842	47,492	50,522	52,172	53,822
10	46,851	48,501	51,531	53,181	54,831
11	47,898	49,548	52,578	54,228	55,878
12	49,013	50,663	53,693	55,343	56,993
13	50,274	51,924	54,954	56,604	58,254
14	51,680	53,330	56,360	58,010	59,660
15	53,151	54,801	57,831	59,481	61,131
16	54,539	56,189	59,219	60,869	62,519
17	55,728	57,378	60,408	62,058	63,708
18	57,065	58,715	61,745	63,395	65,045
19	58,826	60,476	63,506	65,156	66,806
20	60,525	62,175	65,205	66,855	68,505
21	62,450	64,100	67,130	68,780	70,430
22	64,398	66,048	69,078	70,728	72,378
23	67,190	68,840	71,290	72,940	74,590
24	68,867	70,517	72,967	74,617	76,267
25	70,290	71,940	74,594	76,244	77,894
26	72,067	73,717	76,355	78,005	79,655
27	73,870	75,520	78,191	79,841	81,491
28	76,247	77,897	80,047	81,697	83,347
29	78,275	79,925	82,075	83,725	85,375
30	81,300	82,950	84,900	86,550	88,200
31	81,900	83,550	84,900	86,550	88,200
32	81,600	83,250	84,900	86,550	88,200

Salary Schedule

I.

2011-12

Home tutor pay will be \$30.32 per hour.

New teachers who attend orientation programs run by the district before the work year will be paid \$53 a day.

## V. Retirement Incentive

Either \$3,500 or one month of health insurance for five days of accumulated sick leave (up to a maximum of 300 days).

## VI. <u>Grievance Proceedings</u>

Same as teachers.

## VII. <u>Dues</u>

Union (NYSUT) dues will be a payroll deduction, to coincide with the teachers.

## VIII. Evaluation

Yearly by building principal.

## IX. Salary

#### A. Schedule

Starting salary for the purpose of this contract will be \$21,266.00.

Nurses' percentage increases were determined by the GFTA and GFSD when the salary schedule distribution was performed. Nurses' percentage increase will be a minimum of 4% for each year of the contract. In addition, the nurses will receive a \$500 stipend each year of the contract. This stipend is not included in base salary.

- B. Per diem pay for hours worked beyond the calendar school year to coincide with the teachers.
- C. Department chair pay schedule to coincide with the teachers.

## X. Summer Employment

Priority shall be given to the regularly appointed school nurses in the GFCSD who qualify for summer assignments. The nurse resource leader shall take into account experience and a willingness to work as a nurse for summer employment in making recommendations to the Assistant Superintendent or Superintendent.

## XI. General Statement

Unless otherwise stated, nurses will follow the Articles of the Teachers contract.

## ARTICLE XXIV

## **DURATION**

Except as otherwise stated herein, the agreement will become effective as of July 1, 2008 - June 30, 2012.

FOR THE DISTRICT

FOR THE ASSOCIATION

President/