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Greenwich Central School District
And Greenwich Teachers Assn

AGREEMENT

Between

THE SUPERINTENDENT OF SCHOOLS

of

GREENWICH CENTRAL SCHOOL

and

THE GREENWICH TEACHERS' ASSOCIATION

July 1, 1996 – June 30, 2005

RECEIVED

JAN 28 2004

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

105 GTA
members

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ARTICLE 1 - PREAMBLE

In order to effectuate the provisions of Chapter 392 of the Laws of 1967 (The Public Employees' Fair Employment Act), to encourage and increase effective and harmonious working relationships between the Chief School Officer of Greenwich Central School (hereinafter referred to as the "Superintendent of Schools") and its professional employees represented by the Greenwich Teachers' Association (hereinafter referred to as the Association), and to enable the professional employees more fully to participate in and contribute to the development of policies for the school district so that the cause of public education may best be served in the Greenwich Central School District this agreement is made and entered into.

ARTICLE 2 - RECOGNITION

The Board of Education of the Greenwich Central School District recognizes the Greenwich Teachers' Association as the exclusive negotiating unit for all regularly employed certified teaching personnel for the term of this agreement, except the Building Principals, and the Superintendent of Schools of the School District.

ARTICLE 3 – NEGOTIATION PROCEDURE

I. OPENING NEGOTIATIONS

Upon request of either party for a meeting to open negotiations, a mutually acceptable meeting date shall be set no more than 15 days following such request. In any given school year such request shall be made on or before February 1st. All issues proposed for discussion shall be submitted by both parties at the first meeting. All such issues will be in writing.

II. EXCHANGE OF INFORMATION

Both parties shall furnish each other, upon reasonable request, all available information pertinent to the issues under consideration, within limits of the freedom of information act.

III. CONSULTANTS

The parties may call upon consultants to assist in preparing negotiations and to advise them during negotiations. The expense of such consultants shall be borne by the requesting party.

IV. REACHING AGREEMENT

When consensus is reached covering the area under discussion, the proposed agreement shall be reduced to writing as a Memorandum of Understanding. Following approval by a majority of the Association membership and a majority of the Board, the Board will take such actions upon the recommendations submitted as are necessary to make them official.

ARTICLE 4 – GRIEVANCE PROCEDURE

I. PURPOSE

The purpose of this procedure is to secure the equitable resolution of grievances at the lowest administrative level, and as quickly and efficiently as possible.

II. DEFINITIONS

- A. Grievance shall mean a complaint by a member of the instructional negotiating unit or the G.T.A., that there has been a violation, misunderstanding or inequitable application of any provision of this agreement, or law.
- B. Aggrieved Party shall mean any teacher who has filed a timely grievance.
- C. Teacher shall mean any member of the unit represented by the Greenwich Teachers' Association.
- D. Party in Interest shall mean any party named in the grievance who is not the aggrieved party, including the G.T.A.
- E. Supervisor shall mean Elementary Principal, Secondary Principal, or Superintendent of Schools.
- F. Day, when used in the grievance procedure, shall mean business day, inclusive of Monday through Friday, but exclusive of Saturday, Sunday, or legal holidays.
- G. Whenever used in this agreement, the words "shall" or "will" are mandatory, whereas the words or phrases "insofar as possible", "whenever possible", "should", and other like phrases indicate contingency situations. The word "may" indicates discretionary action and the exercise of such discretion is not subject to the grievance proceedings.

III. TIME LIMITS

- A. Since it is important to good relationships that grievances be processed as rapidly as possible, every effort will be made by all parties to expedite the process. The time limits specified may be extended by mutual agreement.
- B. In the event a grievance is filed on or after June 1, the time limits set forth herein will be reduced pro rata, so that the grievance procedure will be exhausted prior to the end of the school year, or as soon thereafter as possible.

- C. An alleged grievance shall not be entertained and will be deemed waived unless presented at the first stage within thirty (30) calendar days after the aggrieved party knew or should have known of the act or conditions on which the grievance is based.

If an aggrieved party fails to appeal an unsatisfactory disposition of the alleged grievance to the next step of the procedure within the specified time limit, the grievance shall be deemed discontinued and further appeal shall be barred.

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

IV. PROCEDURES

- A. Written grievances shall include the name and position of the aggrieved party, the provisions of this agreement alleged to have been violated, the time when and the place where the alleged events or conditions occurred, the identity of the party responsible for causing said events or conditions, if known to the aggrieved party, and a general statement of the relief or redress sought.
- B. Written decisions shall set forth findings of fact, conclusions, and supporting reasons therefore. Copies of each decision shall be transmitted promptly to all parties in interest.
- C. Preparation of grievances may be conducted during the hours of employment, provided that classroom activity or assignment is not interrupted. Hearings may be held on regular school days, outside the regular hours of employment.
- D. No participant in a grievance procedure shall be penalized in any way or suffer any professional disadvantage by reason of his participation.
- E. Nothing contained herein will be construed as limiting the right of any teacher to discuss a grievance informally with any appropriate member of the Administration, and to have the grievance informally adjusted without intervention of the Association. When a teacher is not being represented by the Association, the Association shall have the right to be present and state its views at Levels 1 and 2 of the Grievance Procedure.
- F. In the event that any grievance is adjusted informally at Level 1, while such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon either of the parties to this agreement in future proceedings.

V. LEVELS

A. LEVEL 1

(a) The aggrieved party shall first present the grievance to his Building Principal with the objective of resolving the alleged grievance informally within five (5) days after presentation.

(b) If the grievance is not resolved satisfactorily at Level 1 (a), the aggrieved party shall reduce the grievance to writing and submit it to the Building Principal at Level 1 (b) within five (5) days after the decision at Level 1 (a). Within five (5) days after receipt of the written grievance, the Building Principal will render a written decision.

B. LEVEL 2

If the grievance is not resolved satisfactorily at Level 1 (b), the aggrieved party shall submit the written grievance and the Building Principal's written decision to the Superintendent of Schools within five (5) days after the decision at Level 1 (b). Within five (5) days after the receipt of the written grievance and Building Principal's decision, the Superintendent of Schools shall convene an informal conference with the aggrieved party and all parties in interest. Within ten (10) days after the close of this informal conference, the Superintendent of Schools shall present a written decision to the aggrieved party.

C. LEVEL 3

If the grievance is not satisfactorily resolved at Level 2, the Association may file the grievance with the Board of Education within five (5) days after receipt of the decision at Level 2. Within thirty (30) days after the receipt of the grievance, the Board shall hold a formal hearing with the aggrieved party, the administrator, and the parties in interest. Within five (5) days after this formal hearing, the Board will render its written decision.

D. LEVEL 4

a. If the grievance is not satisfactorily resolved at Level 3, the Association may appeal to arbitration within twenty (20) school days of the receipt of the Level 3 decision. The rules and regulations of the American Arbitration Association shall govern the selection of the arbitrator and the conduct of the procedures and hearings.

b. The election to submit a grievance to arbitration shall automatically be a waiver of all other remedies, administrative agencies, judicial bodies or courts, which otherwise could be available. Similarly, submission of the subject matter of a grievance to any other forums, including Administrative agencies, judicial bodies or courts shall automatically be a waiver of the use of this arbitration provision.

c. The arbitrator so selected will hear the matter promptly and will issue his recommendations not later than thirty (30) calendar days from the date the final statements and proofs are submitted to him. The arbitrator's decision shall be in writing and will set forth his findings, reasonings and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of this agreement. The arbitrator shall have no power to alter, add to or detract from the provisions of this agreement.

d. Such decision shall be final and binding. The costs for the services of the arbitrator, including expenses, if any, will be borne equally by the Board and Association.

ARTICLE 5 – TEACHER EVALUATION

I. It is the consensus of the District and the Association that decency and fairness require that a non-tenured teacher be made aware of the criteria that the District will use to judge his/her professional adequacy for continued employment and tenure, so that he/she may take such measures as necessary to meet the standards expected of him/her. The District will provide each non-tenured teacher, on or before the first day of employment, with a copy of criteria, rules and regulations which will be used to judge his/her professional adequacy for continued employment and tenure. This will appear in the Teacher Handbook (High School and Elementary).

II. In accordance with the above policy, the Superintendent of Schools or the Building Principal will make at least one informal classroom visit prior to the end of the first marking period for each first year teacher in employment.

III. At least one formal classroom visit or observation will be made by the Superintendent of Schools or the Building Principal prior to December 1 of a non-tenured teacher's first year. At least one additional observation will be made during the course of the first year. Each observation will be conducted in accordance with Paragraph VI of this Article.

IV. For each succeeding year prior to tenure the Superintendent of Schools or the Building Principal will make a minimum of two formal classroom visits and observations for a full class period. Each observation will be conducted in accordance with Paragraph VI of this Article.

V. Prior to a teacher's tenure year, a written request may be filed by the teacher for one formal observation by the Superintendent of Schools.

VI. All teachers, regardless of tenure, will be evaluated annually and an appropriate Professional Performance Review or Professional Growth Plan form [refer to the Annual Professional Performance Review (APPR) Plan] will be completed. A copy of the evaluation will be given to the teacher to prepare for a conference at least one day prior to such discussion. No report shall be placed in a teacher's file or otherwise acted upon without a prior conference. Such a conference will be held between the administrator and the teacher no later than one week after the completion of the annual professional performance review. Upon reasonable request and notification to the Superintendent of Schools in writing, the District agrees to allow the teacher to review the contents of his/her file except confidential recommendations originating outside the district.

VII. Each teacher will be given a copy of the evaluation concerning his/her observation or professional performance review. The personal evaluation file of each teacher should be made available to him/her upon request.

VIII. Each teacher will be notified of the decision regarding his/her tenure no later than March 31 of the tenure year, or three (3) months before the end of the third year of teaching.

IX. Peer review is to be conducted on a voluntary basis. Under no other circumstances shall peer review be included as a part of the evaluation process. A waiver may be sought from the Greenwich Teachers' Association to use peer review in the annual professional performance review process.

X. Filming and/or taping of lessons and/or classroom activities shall be done on a voluntary basis and the film or tape will become the immediate property of the teacher. Under no other circumstances will films or tapes of classroom activities be used as a part of the evaluation process. A waiver may be sought from the Greenwich Teachers' Association to use filming and/or taping of lessons and/or classroom activities in the annual professional performance review process.

ARTICLE 6 – STUDENT-TEACHER – ADMINISTRATIVE RELATIONSHIPS

I. It is the duty and responsibility of the District and all Administrative personnel to support teachers in a discipline dispute before the individual student(s) involved, the student body, and the parents and public after investigation has proved the teacher correct.

II. A teacher shall have advance notice prior to a teacher-student-parent-administrative disciplinary conference. The teacher may have a teacher and/or administrator present if he/she wishes.

III. Should an Administrator feel that a teacher needs guidance in dealing with a discipline problem, he may make his instructions known in private. Under no circumstances shall an Administrator reprimand a teacher before a group or an individual student unless there is danger to the student or group. The teacher may have a faculty member present if he/she wishes.

IV. The faculties of each of the Elementary and Secondary Schools will each elect their own committee in each school to meet with the Administration to develop more effective procedures for maintaining good school discipline.

ARTICLE 7 – STUDENT PROMOTION

The Teachers' Association will form an advisory committee to review student promotional policies and offer recommendations on the same.

ARTICLE 8 – LEAVE POLICIES

I. SICK LEAVE

Each teacher will be credited with fifteen (15) days of paid sick leave on September 1 of each school year. Regular part-time teachers shall receive proportional benefits (ex: 1/2 time shall receive 7.5 days). Annual sick leave will accumulate to a maximum of 195 days. Teachers who have accumulated the maximum days (195) shall not be eligible for any additional annual accrual of sick days unless their total accumulation drops below 195 sick days and not until September 1 of the following year. New teachers who start other than September 1 will be pro-rated on the basis of percent of year served. Sick Leave pursuant to this program may only be taken during the school year. Charges against accumulated sick leave shall be made starting the first day of illness or disability.

A. Family Illness

1. A maximum of up to three (3) days of sick leave, per year, with full pay shall be available to each teacher for family illness in the immediate family which is sufficiently serious to require the employee's presence.
2. Family illness leave days utilized shall be deducted from the teacher's sick leave total.

B. Sick Leave Bank

1. The purpose of the sick leave bank is to provide sick leave for those participating members who have a prolonged, catastrophic or long term illness and/or injury and who have exhausted all of their available personal sick leave. This benefit would not be available in a worker's compensation injury matter.
2. Each professional covered by this agreement who chooses to participate in the sick leave bank, shall contribute two (2) sick days at the time of establishment of the sick leave bank and one day will be deposited from the teacher's sick leave for each of the next three consecutive years. Such days become permanently part of the sick leave bank and cannot be withdrawn.
3. New employees choosing to participate shall contribute two (2) days within fifteen (15) days of effective date of employment.
4. Professionals who have not participated in the sick leave bank and subsequently choose to participate may join with the first 15 days of any school year. However, such professionals must match the number of days they would have already contributed to the sick leave bank during the time of their employment in the district since the establishment of the Sick Leave Bank.

5. Any unit member who is eligible may apply to the Sick Leave Bank for additional sick days. Such application will be accompanied by a physician's report certifying the illness or injury. Up to 30 sick leave days may be granted per application.

6. No request meeting the criteria of items 1 through 5 of this article will be denied.

7. Members borrowing days will be required to repay the Bank at a rate of three days per year.

8. Forms to be used for the implementation of the Bank will be developed by the Association and the District and supplied by the District.

II. PERSONAL LEAVE

Each teacher shall be eligible for two (2) of their employment days for personal leave per year with full pay. One-half (1/2) days may be used for the purpose of accumulating the two days. These two days shall be granted without reason if the teacher makes application to the Building Principal in a reasonable length of time. Personal leave requested upon less than reasonable time must be supported by a written statement of reasons. Reasonable notice shall be three (3) days prior notification to the Building Principal. One-half (1/2) of the unused personal leave may be accumulated to a total of three (3) days. Two days of the personal leave shall be granted without reason, if the teacher makes application to the Building Principal in a reasonable length of time before the date of the requested leave. The remaining day shall be taken only for personal business which cannot be taken care of after the employment day or year and must have prior approval of the building administrator. Personal leave may be denied by the Building Principal only if ten percent (10%) of the staff has already been granted personal leave.

III. JURY DUTY

Teachers required to serve on a jury or required to report for jury examination shall be provided leave with pay equal to the difference between regular salary and daily jury stipend. This leave shall not be accumulative or deducted from any other leaves set forth in this agreement. Notification of the amount of daily pay stipend shall be submitted to the Superintendent of Schools as soon as practicable. A teacher requiring jury leave shall notify his/her Building Principal in writing of that fact.

IV. BEREAVEMENT LEAVE

Up to five (5) days absence from work with pay shall be available for each occurrence of death in the immediate family.

Such leave may be taken after notification to the teacher's Building Principal. This leave is not accumulative and is not deducted from any other leave in this agreement.

V. CHILD REARING LEAVE

Teachers may be granted unpaid Child Rearing Leave upon written request, for a period not to exceed two (2) years. The commencement date will be the birth of the child or the effective date of the adoption, or in the case of disability extending beyond the date of birth of the child, said leave will commence at the end of said disability. Accrued sick leave credit may replace unpaid child rearing leave days for the period of pregnancy related disability. At the time of the written request, the teacher will stipulate the return date. The effective date of return must be at a natural break in the instructional calendar, such as the beginning of a semester or marking period. A return date, other than the beginning of a semester or marking period, must be determined jointly by the teacher and the building principal. The teacher may apply to modify the return date if such application is made thirty (30) days before the stipulated return date. If a mutually agreeable date can not be determined, the effective date of return will be at the beginning of a semester or marking period and modifiable through application made thirty (30) days before the return date.

VI. SABBATICAL LEAVE

Upon recommendation of the Superintendent of Schools, the Board of Education may grant sabbatical leave for graduate work, study, research, travel, or any other activity intended to improve professional competence and benefit the School District. All teachers with more than five (5) years of experience at Greenwich Central School will be eligible. Applications will be filed with the Superintendent of Schools before April 15 of the school year immediately preceding the fiscal year for which the sabbatical is requested. The pay during such leave shall be: 1/2 pay for a full year sabbatical and full pay for one-half year sabbatical leave. A teacher must have been employed for five (5) consecutive years in the District prior to the year requested for leave and must have permanent certification in his/her teaching field. It is expected that sabbatical recipients shall return to their regular teaching duties in the school district upon expiration of their leave and shall remain in service to the District for a period of at least two (2) years.

VII. RELIGIOUS LEAVE

A teacher whose faith requires full-day observance of religious services may use their two (2) days of personal leave for this purpose. If these days are so used, in addition, they may use one additional day for religious observance, if needed, without loss of pay.

VIII. LEAVES OF ABSENCE

Leaves of absence may be granted by the District for absence due to personal illness or injury after the expiration of payment, provided in Paragraph I, for the remainder of the school year.

IX. WORKSHOPS, CONFERENCES, VISITATIONS

A teacher may request permission to attend conferences, workshops, visitations, and in-service programs. Such requests require prior approval of his/her Building Principal and the Superintendent of Schools, who shall base their decision on what they think to be the best interest

of the school district. Any approved request shall be at full pay and shall not be deducted from any other leaves described in this agreement.

X. SHORT AND LONG TERM LEAVE

- A. Leaves with or without pay for short duration (one to ten days) may be granted upon prior written request and approval by the Superintendent.
- B. Leaves with or without pay of long duration (eleven days to one year) may be granted upon prior written request and upon recommendation by the Superintendent by the Board of Education.
- C. Written request shall mean that reasons for the requested leave shall be given and shall be received by the Superintendent thirty (30) days before the commencement of such leave.

XI. ASSOCIATION DAYS

Association officials, the grievance chairperson, designated members, delegates and alternate delegates or their designated representative may be absent without deduction of pay or any other leave for attending professional workshops, seminars, conferences or conventions for NYSUT or AFT, or any other Association business activity. However, the total number of days available to all Association officials, delegates, or designees, shall be limited to ten (10) days in any school year. The first seven (7) days will be provided by the District. Upon written request, the Association will reimburse the District for the substitute cost of the remaining three (3) days as each is used. One Association official, grievance chairperson, designated member, delegate, alternative delegate or designated representative may not take all designated days.

ARTICLE 9 – HEALTH INSURANCE

I. Effective July 1, 1984, the District will assume ninety percent (90%) of coverage for Health Insurance for both individual and family policies on the Blue Cross Matrix I or its equivalent. Effective July 1, 2001, an HMO or PPO will be offered as an additional option.

Teachers who, starting employment after July 1, 1982, work less than full-time, shall have their Health Insurance premium benefit pro-rated according to the percent of full-time worked.
(Percentage of time worked x ninety percent)

II. A health insurance buy-out option of \$1400 per year for individual, 2-person, or family coverage will be provided. The buy-out will be paid at the end of the school year, and will be prorated if the participant leaves service before the end of the school year. Unit members can re-enroll at any open period (July and January). On June 30 of any year, the district can suspend the health insurance buy-out provision if it can demonstrate the buy-out provision no longer represents a financial benefit to the district. Re-entry of active unit members will be allowed in the event of a change of status (i.e., death, divorce, change in job status). The first year will be pro-rated unless the District is notified by July 1st.

III. A previously employed eligible retired unit member not enrolled will be allowed to re-enter the health insurance plan in the event of a change in status with respect to health insurance coverage (i.e., death, divorce, change in job status).

IV. A Section 125 plan will be offered effective January 1, 2002. The plan will include a cap on unreimbursed medical expenses of \$4000. Dependent day care accounts will be provided. The carrier will be selected by the District, and administrative charges will be assumed by the District.

ARTICLE 10 – CURRICULUM DEVELOPMENT

I. A faculty curriculum committee will be developed by the Administration and the Association. An attempt will be made to create a committee representing the various grade levels, content areas, and special areas. An administrative representative may join the Curriculum Committee.

II. The Curriculum Coordinator will chair the Curriculum Committee. If there is no curriculum coordinator, two faculty members, one elementary and one secondary elected by committee members, and an administrative representative will co-chair the curriculum committee. If needed, one half day (1/2) of release time per month per faculty co-chair will be available to carry out the co-chair responsibilities.

III. Recommendations of the Curriculum Committee shall be presented to the Superintendent of Schools.

IV. The Board of Education may, based upon the budgetary conditions of the District, make available money for the purpose of curriculum development. The rate of pay for curriculum development will be \$150/6 hour day in 2000-2001, \$150/6 hour day in 2001-2002, \$155/6 hour day in 2002-2003, \$160 per 6-hour day in 2003-2004, and \$165/6 hour day in 2004-2005.

26.00

27.50

ARTICLE 11 – PROFESSIONAL RELATIONS COMMITTEE

A Professional Relations Committee shall be developed by the Superintendent of Schools. This committee shall have members of the Board of Education, the teaching staff, and the Superintendent of Schools.

The purpose of the committee will be to provide an open form of communication between members of a school system.

This committee will have no authority in the decision process, but rather, is an attempt to provide an avenue for better understanding and stronger professionalism.

ARTICLE 12 - SALARY

I. Salary Schedule A (attached) will be used for the 2000-2001, 2001-2002, 2002-2003, 2003-2004, and 2004-2005 school years to indicate salary, pay for graduate hours, pay for Master's degrees, and career increment.

Each teacher will be assigned a level as indicated in the base year. It is understood that the levels do not equal years of service; rather each level reflects the teachers' years of service as stated in the schedule. It is not anticipated that levels will represent years of service in future years.

II. Federal Aid teachers' salaries will be figured on the same basis as teachers paid from the General Fund.

III. GUIDANCE COUNSELORS

Guidance Counselors hired after 1978-79 school year will be required to work 20 days between the close of school and reopening of school and will be paid an additional 1/10 of salary.

IV. Effective July 1, 1991, the Computer Coordinator will receive fixed differentials equal to:

A. An additional 15% of the regular salary for the academic year and

B. An additional 10% of the total regular academic year salary for 20 days scheduled between the close of school and the reopening of school.

C. The above differential compensation replaces all other Agreement stipends previously paid or elsewhere referred to in this Agreement.

V. FINAL YEAR OF TEACHING

Teachers who give the Board of Education their written resignations by January 15 or, if January 15 is not a business day, the next business day thereafter of the year in which they will be retiring shall receive \$400 for each year or major portion thereof up to 30 years of service in the Greenwich Central School system. Retirement is as defined by the New York State Retirement System. This increase shall be in addition to any adjustment in salary schedule. To qualify the teacher must have served their final ten years (or FTE of ten years) of teaching in the Greenwich Central School system, a period which may have been interrupted by, but not diminished by, a Board approved leave. Special or unusual circumstances in this item may receive consideration. This benefit is only available to teachers during the duration of this Agreement and expires on June 30, 2005.

VI. GRADUATE HOURS

- A. All pay for graduate hours presently being paid will continue.
- B. There shall be no pay for graduate hours until permanent certification.
- C. All graduate hours necessary for permanent certification and any beyond will be paid for at the rate of \$60/hour in 2000-01, \$60/hour in 2001-2002, \$65/hour in 2002-2003, \$68/hour in 2003-2004, and \$71/hour in 2004-2005.
- D. Each approved Masters Degree will receive an additional \$825 in 2000-01, \$825 in 2001-2002, \$899 in 2002-2003, \$935 in 2003-2004, and \$972 in 2004-2005.
- E. All courses MUST receive prior approval by the Superintendent in writing.

VII. INCOMING TEACHERS PAY

Credit for prior service of incoming teachers will be granted at the discretion of the Board of Education, but not in excess of the highest salary of a teacher currently in the system with comparable years of experience, except by special action of the Board of Education.

VIII. EXTRA AND CO-CURRICULAR ACTIVITIES SALARIES

- A. Extra and Co-Curricular salaries are determined by the Greenwich Teachers' Association and the Superintendent of Schools and are based on the length of the activity, pupil/staff ratio, responsibility and community interest. Salaries for 2000-01, 2001-2002, 2002-2003, 2003-2004, and 2004-2005 will be as detailed in Salary Schedule B (attached).
- B. Stipends will be paid as a monthly salary (non-voucher) according to the following schedule:
 - F (Fall activities): 1/3 payment the 2nd monthly check of September, October, November
 - W (Winter activities): 1/3 payment the 2nd monthly check of December, January, February
 - S (Spring activities): 1/3 payment the 2nd monthly check of April, May, June
 - Y (Year activities): 1/3 payment the 2nd monthly check of November, February, June

C. LONGEVITY STEP DIFFERENTIALS BACKGROUND

In addition to the salary listed in the Extra and Co-Curricular Activity Salaries Schedule, advisors and coaches will receive an experience factor (longevity) stipend per payment schedule C (attached).

NOTE: Initial placement credit for number of years of experience for movement between levels of the same sport or activity was figured as follows: Varsity = 1 year, Junior Varsity = 1/2 year, and Modified or Other = 1/4 year. Any fraction thereof was rounded up.

D. Creation of any new club, activity, or sport, for which compensation is sought by a member of the bargaining unit, shall be requested in writing to the Superintendent of Schools. The Superintendent of Schools will review the requests and make a recommendation to the Board of Education as to whether or not the club or activity or sport shall be recognized. Salary shall be determined by the Association and the Superintendent through bargaining.

IX. PROFESSIONAL RATE OF PAY

Unless stipulated otherwise in this contract or negotiated separately by the District and the Association, all professional work will be compensated at the rate of \$150/6 hour day in 2000-2001, \$150/6 hour day in 2001-2002, \$155/6 hour day in 2002-2003, \$160 per 6-hour day in 2003-2004, and \$165/6 hour day in 2004-2005. This article will not be used to reduce the rate of pay of any professional work in progress or previously set.

ARTICLE 15 - MISCELLANEOUS

I. The District shall provide every teacher by the opening day of school in September a concise compilation of all existing rules and regulations concerning the duties and responsibilities of teachers not included and not consistent with those determined by this Contract and the rules and regulations concerning student behavior and student discipline.

II. The Superintendent of Schools shall provide the President of the Teachers' Association with the agenda of each Board Meeting prior to such meeting.

III. Copies of this Agreement shall be reproduced at the expense of the School District and given to all teachers now employed or hereafter employed within three (3) weeks after its execution or the individual's employment, if that occurs later.

IV. EXTRA-DUTY ASSIGNMENTS

A. There shall be two Senior and two Junior advisors and one each Sophomore and Freshman advisor assigned by the Administration on a fair rotation basis.

B. Activity Advisors - All clubs and class plays are dependent on the advisors' willingness to serve.

V. SCHOOL YEAR

The school year shall be 186 days. The calendar will include no less than 180 teaching days nor more than 182 teaching days.

VI. SCHOOL DAY

Monday through Thursday - 7 hours 12 minutes

Friday - 6 hours 22 minutes

A. Teachers may be expected to serve in addition to the normal school day for professional duties involving parent and student related activities currently being performed by unit members as of June 30, 1984.

B. Teachers may leave after student dismissal on Fridays unless there are pupils asking for help or the teacher sees students who should be held. Teachers having detention duty or other regularly assigned duty would be an exception.

VII. FACULTY MEETINGS

Faculty Meetings will not be scheduled, except in emergency situations, without 24 hours notice to the staff.

VIII. AGENCY FEE

The Greenwich Central School District shall deduct from the salary of employees in the bargaining unit who are not members of the Greenwich Teachers' Association Unit the amount equivalent to the dues levied by the Greenwich Teachers' Association Unit and shall transmit the sum so deducted by the Greenwich Teachers' Association, in accordance with Chapters 677 and 678 of the Laws of 1977 of the State of New York. The Greenwich Teachers' Association affirms that it has adopted such procedure for refund of agency shop fee deductions as required in Section 3 of Chapters 677 and 678 of the Laws of 1977 of the State of New York. This provision for agency shop fee deduction shall continue in effect so long as the Greenwich Teachers' Association maintains such procedure. Included are those teachers who were members of the Association as of June 30, 1985 and those teachers who are new hires of the district or who are new members of the Greenwich Teachers' Association after June 30, 1985. Excluded are those teachers who were employed, but not members of the Greenwich Teachers' Association on June 30, 1985. Any such unit member who is not covered by the Agency Fee provision and who subsequently joins the Association, shall thereafter be subject to the Agency Fee provision in the event they resign from the Association.

IX. DEDUCTIONS

A. The District shall withhold from each employee's payroll check an amount for VOTE/COPE authorized in writing by an individual employee as requested and transmit said amount to the Greenwich Teachers' Association.

The Association will inform the Business Office of the amounts for current staff before the first payroll in September and for new staff by the second payroll of the current school year. This deduction shall be continuous unless changed in writing by the individual prior to the first payroll in September or first payroll in February of the current school year.

B. The District shall withhold from each employee's payroll check an amount authorized in writing by an individual employee as requested and transmit said amount to the NYSUT Benefit Trust.

The Association will inform the Business Office of the amounts for current staff before the first payroll in September and for new staff by the second payroll for the current school year. This deduction shall be continuous unless changed in writing by the individual prior to the first payroll in September or first payroll in February of the current school year.

ARTICLE 13 – GENERAL DEFINITIONS

- I. Association shall mean the Greenwich Teachers' Association.
- II. Board shall mean the Board of Education of the Greenwich Central School District.
- III. Immediate Family shall be defined as the employee's spouse, child, parent, brother, sister, parents-in-law, children-in-law, siblings-in-law, grandparents, or any other person who occupies a close familial relationship.
- IV. Returning Teacher - For salary calculation purposes, a returning teacher who has taught more than one-half the scheduled days of a school year shall be advanced in salary upon his/her return.
- V. Savings Clause - If any provision of this contract or any application thereof shall be finally determined by any Court to be contrary to law, then such provision or application shall not be deemed valid and subsisting and shall be re-negotiated by the parties to the extent permitted by law, but all other provisions or applications will continue in full force and effect.
- VI. Teacher shall mean professionally certified, full or regular part-time teaching personnel, excluding substitutes and administrators.

ARTICLE 14 – SCOPE OF AGREEMENT

This agreement constitutes the entire agreement between the Superintendent of Schools of the Greenwich Central School District and the Greenwich Central School Teachers' Association, and terminates all prior agreements and understandings.

The parties acknowledge that except as otherwise expressly provided herein, they have fully negotiated with respect to the terms and conditions of employment and have settled them for the term of this agreement in accordance with the provision thereof.

ARTICLE 16 - VACANCIES

I. Whenever any vacancy within the bargaining unit occurs the President of the Association will be notified within five (5) working days from the time the Superintendent is informed, and the position shall be posted by the Superintendent within ten (10) working days after he/she is informed. The posting will be on the teacher bulletin boards in each building. The posting will include education requirements and salary range. The posting will be for a minimum of ten (10) working days before the deadline of applications.

II. In the event of a teacher's services being terminated due to abolishment of a position, the teacher will be notified personally by the Superintendent in the presence of an officer of the Association by June 1st.

III. Procedure will be followed according to Section 2510 of the Education Law for all personnel whose positions have been abolished.

ARTICLE 17 - TRANSFERS

- I. A transfer is defined as a change of grade level, subject or building.
- II. In the event of a transfer, the District will first seek volunteers whenever feasible.
- III. An involuntary transfer shall be made by the District after a meeting between the Superintendent and the teacher involved to discuss the reason for the transfer. Unless there are extenuating circumstances such meeting would be conducted by the June 1 preceding the effective date of the new assignment.
- IV. Unless the Association can show that the District acted in an arbitrary or capricious manner, the District maintains the final authority to determine transfers.

ARTICLE 18 – ELEMENTARY PROFESSIONAL CONDITIONS

I. The goal of the District and the Association regarding elementary preparation time will be to attempt to increase the present minimum of thirty (30) minutes per day to a minimum average of forty-five (45) minutes per day and a minimum average of 250-300 minutes per week for all teachers in grades Kindergarten through 6th grade by June 30, 1993. A committee of Administration and Association representatives will develop plans to achieve this goal. An attempt at progress towards this goal will be made annually. The Superintendent and the Association President may agree to modify this goal and/or process. The Board of Education may, based upon the budgetary conditions of the District, make available money for the purpose of achieving this goal. The District and Association understand that this goal may not be attainable within this contract period. If necessary, the scheduling committee will continue its work during subsequent years of the contract.

II. An opportunity for joint consultation regarding the placement of mainstreamed students will be provided to all teachers at that grade level, special area teachers, special education teachers, and the principal. If possible, the joint consultation will be held before the placement of the mainstreamed student.

III. The District will provide the President of the Association with ten (10) days of release time at a rate of one (1) per month.

IV. Kindergarten through 6th grade teachers will be provided with a 30-minute duty free lunch period.

ARTICLE 19 – TEACHER ASSIGNMENTS – GRADES 7-12

I. Effective September 1, 2001, the work schedule for full-time teachers in grades 7-12 shall consist of five (5) teaching periods and one supervisory period. Supervisory assignments will not be created for the sole purpose of providing a sixth period assignment.

II. The District may assign tenured teachers in grades 7-12 a compensated sixth teaching period in lieu of the one supervisory period. Non-tenured teachers will only be assigned when a qualified tenured teacher is not available.

III. The district shall consider volunteers for compensated sixth teaching periods whenever feasible.

IV. The District shall post all compensated sixth period assignments that are anticipated, including continuing assignments no later than June 1 for the upcoming school year. Tenured teachers will volunteer for sixth period assignments within 10 school days of posting. A tenured teacher may continue to volunteer for a compensated sixth period annually.

V. Secondary teachers assigned a compensated sixth teaching period assignment will be paid as follows:

2001-2002	\$2250
2002-2003	\$2340
2003-2004	\$2435
2004-2005	\$2530

Compensation for courses less than a full year will be pro-rated accordingly.

VI. A tenured teacher may volunteer for an uncompensated sixth teaching period by obtaining a waiver from the GTA. Such assignments are subject to the prior approval of the secondary principal.

VII. The work schedule for a secondary teacher serving as Association President will not exceed five teaching periods. However, the Association President may volunteer for a sixth teaching period assignment with or without compensation.

VIII. The District will pay \$225.00 for each credit per student of independent study approved by the District as follows:

2001-2002	\$225
2002- 2003	\$234
2003-2004	\$244
2004-2005	\$253

Compensation for credits less than a full credit will be prorated accordingly.

IX. The teaching of any independent study is voluntary and must have the prior approval of the secondary principal. Teachers may agree to teach one or more independent studies regardless of the number of teaching periods already assigned.

X. The principal and GTA will convene a committee to review current practice regarding contract physical education and independent studies. The committee will develop the standards for instruction and the responsibilities of teaching such assignments.

ARTICLE 20 – TUITION WAIVER

The District will waive the tuition costs of any out-of-district students who are dependents of full-time teachers.

ARTICLE 21 - IMPLEMENTATION

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.

**SALARY SCHEDULE A
PROFESSIONAL SALARIES**

YRS/ EXP	LEV	00-01 OLD	00-01 NEW	YRS/ EXP	LEV	01-02	YRS/ EXP	LEV	02-03	YRS/ EXP	LEV	03-04	YRS/ EXP	LEV	04-05
1	1	28,000	29,670	1	1	30,575	1	1	31,470	1	1	32,370	1	1	33,270
2	2	29,800	30,670	2	2	31,570	2	2	32,470	2	2	33,470	2	2	34,570
3	3	31,600	31,720	3	3	32,570	3	3	33,470	3	3	34,595	3	3	35,870
4	4	33,400	33,420	4	4	33,670	4	4	34,520	4	4	35,795	4	4	37,170
5	5	35,200	35,220	5	5	35,470	5	5	35,820	5	5	37,020	5	5	38,470
6	6	37,000	37,070	6	6	37,295	6	6	37,620	6	6	38,420	6	6	39,770
7	7	38,800	38,920	7	7	39,145	7	7	39,420	7	7	40,120	7	7	41,320
8	8	40,600	40,770	8	8	40,995	8	8	41,220	8	8	41,870	8	8	42,870
9	9	42,400	42,620	9	9	42,845	9	9	43,020	9	9	43,620	9	9	44,420
10	10	44,200	44,470	10	10	44,695	10	10	44,820	10	10	45,370	10	10	45,970
11	11	45,100	46,320	11	11	46,545	11	11	46,620	11	11	47,120	11	11	47,520
12-16	12	46,000	47,595	12	12	48,045	12	12	48,320	12	12	48,870	12	12	49,070
17-18	13	46,900	48,845	13-17	13	49,245	13	13	49,820	13	13	50,270	13	13	50,620
19-20	14	47,800	49,845	18-19	14	50,445	14-18	14	51,220	14	14	51,570	14	14	52,170
21-22	15	48,700	50,845	20-21	15	51,645	19-20	15	52,420	15-19	15	52,870	15	15	53,720
23	16	49,600	51,845	22-23	16	52,845	21-22	16	53,620	20-21	16	54,120	16-20	16	55,270
24	17	51,100	52,845	24	17	53,845	23-24	17	54,820	22-23	17	55,370	21-22	17	56,820
25		+2000	+2000	25		+2000	25		+2000	24-25		+2000	23-24		+2000
26		+2000	+2000	26		+2000	26		+2000	26		+2000	25-26		+2000
27		+2000	+2000	27		+2000	27		+2000	27		+2000	27		+2000
28		+2000	+2000	28		+2000	28		+2000	28		+2000	28		+2000
29-30		+2000	+2000	29		+2000	29		+2000	29		+2000	29		+2000
31+		+2000	+2000	30-31		+2000	30		+2000	30		+2000	30		+2000
				32+		+2000	31-32		+2000	31		+2000	31		+2000
							33+		+2000	32-33		+2000	32		+2000
										34+		+2000	33-34		+2000
													35+		+2000
HOURS		60	60			60			65			68			71
DEGREE		825	825			825			899			935			972

**SALARY SCHEDULE B
EXTRACURRICULAR ACTIVITIES**

ACTIVITY	00-01	01-02	02-03	03-04	04-05
Group I					
Athletic Director	4268	4439	4617	4802	4994
Junior High Discipline I	4268	4439	4617	4802	4994
Junior High Discipline II	4268	4439	4617	4802	4994
Head Football	2956	3074	3197	3325	3458
Boys Varsity Basketball	2956	3074	3197	3325	3458
Girls Varsity Basketball	2956	3074	3197	3325	3458
Indoor Track	2463	2561	2663	2770	2881
Senior High FFA	2463	2561	2663	2770	2881
Yearbook	2463	2561	2663	2770	2881
Cross Country	2134	2219	2308	2400	2496
Field Hockey	2134	2219	2308	2400	2496
Baseball	2134	2219	2308	2400	2496
Softball	2134	2219	2308	2400	2496
Boys Soccer	2134	2219	2308	2400	2496
Girls Soccer	2134	2219	2308	2400	2496
Boys Track	2134	2219	2308	2400	2496
Girls Track	2134	2219	2308	2400	2496
Group II					
Assistant Football I	1969	2048	2130	2215	2304
Assistant Football II	1969	2048	2130	2215	2304
Assistant Football III	1969	2048	2130	2215	2304
Modified Football I	1969	2048	2130	2215	2304
Modified Football II	1969	2048	2130	2215	2304
Junior Varsity Boys Basketball	1969	2048	2130	2215	2304
Junior Varsity Girls Basketball	1969	2048	2130	2215	2304
Boys Tennis	1969	2048	2130	2215	2304
Girls Tennis	1969	2048	2130	2215	2304
Wrestling	1969	2048	2130	2215	2304
Weight Room per session (Fall, Winter, Spring, Summer)	1690	1758	1828	1901	1977
Assistant Indoor Track	1478	1537	1598	1662	1728
Assistant Field Hockey	1478	1537	1598	1662	1728
Track I	1478	1537	1598	1662	1728
Track II	1478	1537	1598	1662	1728
Newsletter/Website/Calendar	N/A	1537	1598	1662	1728


ACTIVITY	00-01	01-02	02-03	03-04	04-05
Group II continued					
Junior Varsity Baseball	1478	1537	1598	1662	1728
Junior Varsity Softball	1478	1537	1598	1662	1728
Drama Director	1478	1537	1598	1662	1728
Music Director	1478	1537	1598	1662	1728
Middle Grade Music Director	1478	1537	1598	1662	1728
Newspaper	1478	1537	1598	1662	1728
Junior Varsity Boys Soccer	1478	1537	1598	1662	1728
Junior Varsity Girls Soccer	1478	1537	1598	1662	1728
Winter Cheerleading	1312	1364	1419	1476	1535
Golf	1312	1364	1419	1476	1535
VCR Coordinator	1312	1364	1419	1476	1535
High School Computer	1312	1364	1419	1476	1535
Elementary Computer	1312	1364	1419	1476	1535
Group III					
Junior High Boys Basketball 7	1149	1195	1243	1293	1345
Junior High Girls Basketball 7	1149	1195	1243	1293	1345
Junior High Boys Basketball 8	1149	1195	1243	1293	1345
Junior High Girls Basketball 8	1149	1195	1243	1293	1345
Fall Cheerleading	1149	1195	1243	1293	1345
FHA-FCCLA	1149	1195	1243	1293	1345
Assistant Baseball I	822	855	889	925	962
Assistant Softball I	822	855	889	925	962
Modified Baseball	822	855	889	925	962
Modified Cross Country	822	855	889	925	962
Modified Field Hockey	822	855	889	925	962
Modified Softball I	822	855	889	925	962
Modified Softball II	822	855	889	925	962
Modified Boys Soccer	822	855	889	925	962
Modified Girls Soccer I	822	855	889	925	962
Modified Girls Soccer II	822	855	889	925	962
Modified Track	822	855	889	925	962
Student Council	822	855	889	925	962
Junior High FFA	822	855	889	925	962

Note: Newspaper was assigned to Group II in keeping with proper historical placement.

ARTICLE 22 - DURATION

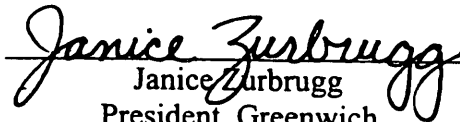
This contract shall be effective from July 1, 1996 through June 30, 2005.

(Date) 1/28/02 by



Susanne Fulmer, Ed.D.
Superintendent of Schools

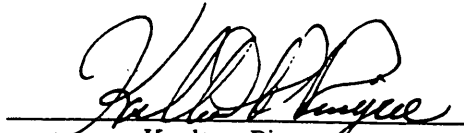
(Date) 1/28/02 by



Janice Zurbrugg
President, Greenwich
Teachers' Association

Witness:

(Date) 1/28/02 by



Karlton Pingree
President, Board of Education

ACTIVITY	00-01	01-02	02-03	03-04	04-05
Group IV					
STOP	493	513	534	555	577
Wind Ensemble	493	513	534	555	577
Pit Orchestra	493	513	534	555	577
Stage Band	493	513	534	555	577
Guys and Gals	493	513	534	555	577
Choraliers	493	513	534	555	577
Junior High Golf	493	513	534	555	577
Basketball 4	493	513	534	555	577
Boys Basketball 5	493	513	534	555	577
Girls Basketball 5	493	513	534	555	577
Boys Basketball 6	493	513	534	555	577
Girls Basketball 6	493	513	534	555	577
Senior Adviser I	493	513	534	555	577
Senior Adviser II	493	513	534	555	577
Junior Adviser I	493	513	534	555	577
Junior Adviser II	493	513	534	555	577
National Honor Society	493	513	534	555	577
American Field Service	493	513	534	555	577
Students Against Drunk Driving	493	513	534	555	577
French Club	493	513	534	555	577
Treble Chorus	493	513	534	555	577
K-6 Memory Book	N/A	513	534	555	577
Spanish Club	N/A	513	534	555	577
Sophomore Adviser I	262	272	283	294	306
Freshmen Adviser I	262	272	283	294	306
Elementary Art club	262	272	283	294	306
High School Art Club	262	272	283	294	306
History Club	262	272	283	294	306
Home Economics Club	262	272	283	294	306
Chess Club	262	272	283	294	306
Elementary Math Counts	262	272	283	294	306
PER EVENT ACTIVITY					
Chaperones	34	35	36	37	38
Intramurals	22	23	24	25	26

**SALARY SCHEDULE C
EXTRACURRICULAR LONGEVITY**

Group I

	5 Years	10 Years	15 Years
Current	295	589	882
2000-01	312	622	932
2001-02	325	647	970
2002-03	338	673	1008
2003-04	352	700	1048
2004-05	366	728	1090

Group II

	5 Years	10 Years	15 Years
Current	177	353	530
2000-01	187	373	560
2001-02	195	388	582
2002-03	203	404	605
2003-04	211	420	629
2004-05	220	437	654

Group III

	5 Years	10 Years	15 Years
Current	118	236	353
2000-01	125	250	373
2001-02	130	260	388
2002-03	135	270	404
2003-04	140	281	420
2004-05	146	292	437

Group IV

	5 Years	10 Years	15 Years
Current	59	118	177
2000-01	62	125	187
2001-02	64	130	195
2002-03	67	135	203
2003-04	70	140	211
2004-05	73	146	220