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PROFESSIONAL AGREEMENT

BETWEEN THE

CHIEF SCHOOL OFFICER

OF THE

GRANVILLE CENTRAL SCHOOL DISTRICT

AND THE

PRESIDENT OF THE

GRANVILLE TEACHERS' ASSOCIATION

JULY 1, 2006 -- JUNE 30, 2010

RECEIVED

MAY 14 2007

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

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**Agreement
Between
The Granville Teachers Association and
The Superintendent of the Granville Central School District.
July 1, 2006 to June 30, 2010**

PREAMBLE

In order to effectuate the provisions of the Public Employees' Fair Employment Act (Chapter 392 of the Laws of the 1967 and its amendments) and to encourage and increase effective and harmonious working relationships between the Granville Central School Board of Education and its professional employees so that the education process can best be served:

This agreement is made and entered into on this 4th day of May, 2007, by and between the Chief School Officer of the Granville Central School District and the Granville Teacher's Association

ARTICLE I

RECOGNITION

The Granville Central School District recognizes the Granville Teachers' Association for the purpose of collective negotiations as the exclusive negotiating agent of the instructional staff consisting of all certified personnel, and those employed under excuse of default, with the exception of the administrative supervisory group.

This shall include:

1. Classroom Teachers
2. Special Teachers
3. Librarians
4. School Counselors
5. Department Chairpersons (as instructors)
6. Summer School Teachers

ARTICLE II

DEFINITIONS

As used in the Agreement, the following terms shall have meaning as described below:

1. "Board of Education" or "Board" refers to the Central School Board of Education.
2. "Association" refers to the Granville Teachers' Association.
3. "School District" refers to the Granville Central School District.
4. "School Year" refers to that period known as a school calendar year commencing on September 1st and ending on the thirtieth day of June next.
5. "Teacher" or "teachers" refers to any employee who is a member of the Instructional Negotiating Unit, or is represented by that unit in such proceedings.

ARTICLE II (Con't)

6. "Parties" refers to the Board of Education or to the Granville Teachers' Association, whichever is applicable to the reference stated.
7. All "days" referred to shall be days in which school is in session except between the last day of June and the first school day in September where days shall mean calendar days. Exceptions shall be designated "calendar" days.
8. Committees
 - (A) Refers to building and district-wide committees which shall be composed of the administrator(s) involved, the superintendent and teachers whose number shall exceed the number of administrators by one. Teachers shall be chosen by election conducted by the Association.
 - (B) Decisions shall be made by a majority which shall include at least one (1) administrative vote.
 - (C) Committees will be chaired by the Superintendent of Schools or his/her designee. Meeting dates will be mutually agreed upon; take place after the student day with committee members being freed from after-school duties.

ARTICLE III

SCOPE

All actions of the Board and the Association shall be governed by the provisions of the Education Law of the State of New York and other applicable statutes of the State of New York, including the Rulings and Regulations of the Commissioner of Education.

ARTICLE IV

NEGOTIATION PROCEDURES

Negotiations for a successor agreement will commence at the request of either party. Neither party in any negotiation procedure shall have any control over the selection of the representatives of the other party, and each party may select its representative from within or outside the School District. No final agreement shall be executed without ratification by the Granville Teachers' Association and the management representing the Granville Central School Board of Education. The parties mutually pledge that their representatives will be granted the necessary authority to make proposals, consider proposals and reach tentative compromises in the course of negotiations.

It is expected that salaries, wages, and terms and conditions of employment provided in this Agreement shall remain in effect. Because of the nature of the public educational process, it is recognized that matters may arise of mutual concern to both parties which have not been fully or adequately negotiated. It would well be in the public interest that the opportunity for mutual discussion of these and additional matters be provided when both parties are in agreement that such is necessary.

Accordingly, the parties would cooperate in arranging meetings, selecting representatives, furnishing necessary information, and proceeding to consider and resolve any such matters.

ARTICLE V
SALARY

2006 - 2007	4.2 % including increment
2007 - 2008	4.0 % including increment
2008 - 2009	4.0 % including increment
2009 - 2010	4.0 % including increment

Includes increment – salary schedules to be mutually developed by the GCSD and the GTA

Graduate and in-service credits -- 2006 - 2008	\$60 per credit hour
2008 - 2010	\$62 per credit hour

Salary schedules for 2006 – 2010 are included in appendix A.

The salary schedule for the position of Summer School Teacher shall be decided based upon the number of teaching years in the Granville CSD Summer School program:

	<u>2006-07</u>	<u>2007-08</u>	<u>2008-09</u>	<u>2009-10</u>
First, second, third year	\$155	\$159	\$164	\$169
Third or fourth year	\$170	\$175	\$180	\$185
Fifth year and beyond	\$190	\$196	\$202	\$208

Salary adjustments for 2006-2007, 2007-2008, 2008-2009 and 2009-2010 as reflected in the “new schedule” are limited as follows:

Step Placement and Salary Adjustment

1. In accordance with the schedule, teachers will be placed on step and given full credit for years of service and credit hours earned while employed in the Granville Central School District.
2. Experience earned outside the Granville Central School District will be credited by agreement with the employee.
3. Faculty who pursue courses will concentrate on a Master’s Program or a Certificate of Advanced Studies. Credit for graduate college courses that pertain to on-the-job skills (the teacher’s discipline or classroom skills) will be approved.
4. All other graduate courses, as well as in-service and other training, are subject to the prior approval of the Superintendent and will be granted or denied at the sole discretion of the Superintendent. Once such approval has been granted by the Superintendent, credit for courses will be granted upon receipt of a signed letter indicating completion of extra credit earned, by September 1 and January 25 of a given year. An official transcript, or grade report, will be presented to the Superintendent as soon as it becomes available so that an official record may be maintained in the Central Office files.

The additional increment, in full or pro-rated as it pertains to the date in case, will become effective the first payday following either of the dates applicable.

ARTICLE V (Con't)

5. Stipends to be offered for extra duties shall be \$12.00 per hour for 2006-2008 and \$14.00 per hour for 2008-2010 prorated. Extra duties are construed to be such activities as chaperone, ticket seller, minor sport official, crowd control and the like. Crowd control involves supervision of a bleacher section, corridor, auditorium, etc. It means exercising a type of leadership designed to curtail noise and other less than desirable behavior. It calls for no police duty or physical involvement between the teacher and people. The crowd control person will call the police if such an approach is needed.

6. Annual Positions and Stipends: Sports and Advisories.

Advisories: The percentages listed in Appendix B are based on the 2006-2010 BA Salary Schedule Step 1 found in Appendix A.

Sports: The percentages listed in Appendix B for Varsity sports are based on the 2006-2010 MA Salary Schedule Step 1, found in Appendix A. JV and Modified sports are based on the BA Salary Schedule Step 1 found in Appendix A.

Experience will be granted for years in which the teacher has engaged in supervising the activity at any level. A teacher with one or two years of experience will have his/her stipend calculated by multiplying step one of either the BA/MA schedule by the specified percentage. A teacher with three or four years of experience will have his/her stipend calculated by multiplying step two of either the BA/MA schedule by the specified percentage; and so on. Realizing the value of experience, the District will compute salaries for these positions as follows:

Advisories and Sports: Experience will be granted for years in which the teacher has engaged in supervising the activity at any level. Experience will not be granted for advisories or sports, which appear similar but are indeed different; for example, winter track and spring track, baseball and softball, or journalism and yearbook.

7. Curriculum Development—Curriculum work completed, without release time, will be compensated at the rate of: \$20.00 per hour prorated for 2006-2007; \$22.00 per hour prorated for 2007-2008; \$23.00 per hour prorated for 2008-2009 and \$24.00 per hour prorated for 2009-2010.
8. Any member who earns National Board Certification or ASHA certification (American Speech-Language Hearing Association) shall be compensated by moving up one step on the salary schedule and shall remain one step higher for the life of the certificate.
9. New co-curricular sports and advisories may be added to the following list at any time following the negotiation of a salary for said position. This negotiation may take place at any time, which is convenient to the parties to this agreement.
10. Mentoring
- The position of Mentor shall be at an annual stipend of \$1,000 per year. The Superintendent and the Board of Education shall appoint the Mentor on a yearly basis.

ARTICLE V (Con't)

- The position of Mentor Coordinator shall be at an annual stipend of \$2,000 per year. The Superintendent and the Board of Education shall appoint the Mentor Coordinator on a yearly basis.

Time Allotment and Stipends for Mentoring

- Level I Mentor (40 hours) teachers with no previous full time experience except student teaching. New teacher orientation and 6 - 40 minute peer observations included. Level I stipend 100% of \$1,000.
- Level II Mentor (30 hours) teachers with 1 to 3 years teaching experience or have never been tenured. New teacher orientation and 4- 40 minute peer observations included. Level II stipend 75% of \$1,000 or \$750
- Level III Mentor (20 hours) teachers with 4 or more years of experience or those who have been tenured. New teacher orientation and 2 – 40 minute peer observations included. Level III stipend 50% of \$1,000 or \$500

Qualifications of Mentor Applicants

Mentors must have a willingness to attend the new teacher orientation in August to initiate the mentor-mentee relationship before the start of the school year.

ARTICLE VI

INSURANCE

A. Health Insurance

1. For unit employees whose effective date of employment is prior to July 1, 2006, the District will provide either Blue Cross-Matrix I (effective July 1, 1984), BC-BS PPO plan, or the HMO plan. All unit employees whose effective date of employment is on or after July 1, 2006, will have the option of BC-BS PPO plan, or HMO plan. Effective July 1, 2006, any unit employees, currently covered with either BC-BS PPO Plan or the HMO plan, will not be allowed to convert to Blue Cross Matrix 1. However, employees may convert from Blue Cross-Matrix 1 to BC-BS PPO plan, or HMO plan.
2. The Plan is a part of the Agreement and may only be changed with the consent of both parties to this Agreement. However, the District may, at its option, upon 60 calendar days' written notice to the Association, move to a plan that is fully comparable to the current plan.

The employee will pay for the Individual and Family Plans as follows:

<u>Effective</u>	<u>Individual</u>	<u>Two-Person/Family</u>
2006-2007	7 %	13 %
2007-2008	8 %	13 %
2008-2009	9 %	14 %
2009-2010	9 %	14 %

3. All current retirees shall continue to have their individual health, not dental, insurance fully reimbursed by the District.

ARTICLE VI (Con't)

4. All current employees as of July 1, 2006, shall fall under the following conditions:
 - a. Current employees, as of 7/1/03, who retire with fifteen (15) years of continuous service in the district and who retire in accordance with the established policies of NY State Teachers Retirement shall have their individual health, not dental, insurance fully reimbursed by the district, in accordance with BOE policy #3532. Effective July 1, 2006, employees who retire will contribute \$200 per year toward the cost of their health insurance premium. Retirees have the option for health insurance coverage under BC-BS PPO plan, HMO plan, or Blue Cross-Matrix I provided such plan is offered by the carrier.
 - b. Current employees, as of 6/30/03 who retire with ten (10) years of continuous Service in the district and who retire in accordance with the established policies of NY State Teachers Retirement shall have their individual health, not dental insurance fully reimbursed by the district, in accordance with BOE Policy #3532. Effective July 1, 2006, employees who retire will contribute \$200 per year toward the cost of their health insurance premium. Retirees have the option for health insurance coverage under BC-BS PPO plan, HMO plan, Blue Cross-Matrix I provided such plan is offered by the carrier.
 - c. Incoming employees as of July 1, 2006, and who retire with fifteen (15) years of continuous service in the district and who retire in accordance with the established policies of NY State Teachers Retirement shall have their individual health insurance, not dental, insurance reimbursed by the district. Retirees have the option for health insurance coverage under BC-BS PPO plan or HMO plan. Effective July 1, 2006, employees who retire will contribute \$200 per year toward the cost of their health insurance premium.

*Note: These percentage payments of premium costs are part of the actual premiums. The individual cost is not applied as any offset.

5. The American Pharmaceutical Plan will be continued as an option for Blue Cross-Matrix I unit members.
6. Incentive to Decline Health Insurance - Any unit member who elects not to take the health insurance coverage will receive a \$1,000 incentive, payable no later than November 30 of the school year. This election shall be by written notice to the Superintendent no later than September 30 of each school year. Any member who elects the buyout of the insurance will supply proof of alternate coverage. Re-entry into the health plan shall be permitted under the following conditions:
 - (a) The amounts paid by the District as incentive on a pro-rata basis shall be paid back prior to re-entry.
 - (b) Any re-entry of participation in said plan shall be subject to administrative regulations of the Granville Matrix Health Insurance Program. (Unless a trigger event occurs, re-entry is limited to March 1st of each school year.) Once this option is exercised, unless a trigger event occurs, the individual will be ineligible for insurance for the duration of that school fiscal year.
 - (c) The parties agree that a "trigger event" shall be defined as the loss of alternate health insurance coverage.

ARTICLE VI (Con't)

(d) On an annual basis an employee is covered under the health insurance program unless the employee opts out by September 30th.

(e) In order to avoid a taxable event for other unit members taking health insurance, any such payment shall be made pursuant to the terms of a written IRC 125 Plan.

7. Internal Revenue Code Sec. 125

The District will institute an Internal Revenue Code Sec. 125 plan. The District and the Association will mutually agree on a plan administrator. The plan will be a full cafeteria plan with all benefits and allowances as listed in IRS legislation. The maximum district administration cost per plan participant shall not exceed \$36 per year unless the District realizes additional savings, in which case the District will pay an amount up to that savings realized per plan participant. The maximum amount of non-premium contributions in the first year of the plan shall not exceed \$3,000. The starting date of the plan shall be mutually agreed upon by the District and the Association.

B. Dental Insurance:

The District will provide the Blue Cross-Blue Shield Dental Plan or its equivalent for bargaining unit employees and their families. The plan is a portion of the agreement and may only be changed by mutual agreement of the parties to this agreement. The save harmless provision arrived at in conference with Administrative Law Judge, Sandra Nathan, will become part of this agreement. The District will pay 95% of all actual premiums.

****Note: These percentage payments of premium costs are part of the actual premiums. The individual cost is not applied as any offset.***

C. Prescription Self-Insurance Program

1. The District shall continue the employee's self-insurance prescription program of \$100.00.
2. Each active full-time unit member is entitled to reimbursement from the program for expenses actually incurred for prescription drugs for him/herself, his/her spouse and his/her dependent children up to \$100.00. The maximum reimbursement to which any active full-time unit member is entitled in any fiscal year (July 1 to June 30) shall be no more than \$100.00.
3. Payment from the program shall be made on a monthly basis following the submission of signed, receipted prescription bills. Said claim shall be made and paid as any other claim would be made to the District. The bill shall disclose the service provided and shall identify the person for whom service was submitted under this section.
4. The district's responsibility is solely to administer the program and it shall have no liability, beyond the \$100.00 paid per eligible full-time active unit member in so administering the program to any employee or group of employees or any third party.

ARTICLE VI (Con't)

5. This program shall apply solely to active, full-time unit members who have been appointed to a minimum of a six-month duration, with any payment to unit members employed on a LESS than full-time basis to be pro-rated on the basis of the percent of total employment. Unit employees working at less than 50% full-time equivalent will not be eligible.

ARTICLE VII

LEAVE POLICY

A. Sick Leave and Family Illness:

The Board of Education recognizes the need for leave to care for personal and family illnesses, provides an aggregate earned at a rate of 1.50 days per month, fifteen (15) days per year for personal sick leave and family illness with a maximum of five days for family illness. Family leave can be used when members of the immediate family namely spouse, children, step-children who are residing in the household, and close relatives; namely mother, father, sister, brother, sister/brother-in-law, mother/father-in law, grandmother, grandfather, grandmother/grandfather-in-law and anyone directly dependent upon and residing with the employee are involved.

Unused sick leave may be accumulated to 400 days, those who currently (2002—2003) have more than 400 days shall be frozen at their current number of days.

A teacher who is in need of family illness days in excess of the five (5) days provided herein will be granted such additional days upon the approval of the Superintendent of Schools. Such additional days, if granted, will be subtracted from the teacher's accumulated sick leave.

B. Bereavement Leave:

Teachers may be absent from work without loss of pay by reason of death in the family up to a maximum period of five (5) calendar days commencing from the date of death of an immediate family members and shall include mother, father, sister, brother, spouse, children and step-children (who are residing in the household), grandmother, grandfather, grandchildren or anyone directly dependent upon and residing with the employee.

Teachers may be absent from work without loss of pay by reason of death in the extended family up to a maximum of three (3) calendar days commencing from the date of death of the family member shall include sister-in-law, brother-in-law, mother-in-law, father-in-law, grandmother-in-law, grandfather-in-law, or anyone directly dependent upon or two (2) calendar days to attend the burial/memorial service.

Bereavement leave may not be accumulated.

C. Personal Leave:

Professional personnel desiring personal leave will provide the School District, through the office of the Building Principal, with twenty-four (24) hour notice when possible and conform to policy statement which follows:

ARTICLE VII (Con't)

Personal leave shall be allowed at the amount of two (2) days each year. It shall be a separate leave and not a part of the sick leave category.

1. It shall not be used to extend vacations, holidays or weekends for the pursuit of pleasurable and recreational activities or to provide extra days of vacation.
2. It shall be used for those personal matters which cannot be scheduled outside of the school day.
3. Personal leave shall be granted without reasons by the immediate supervisor when the request is within the limitations previously described.
4. Nothing above is intended to preclude inquiry or investigation to ascertain that the reason for requesting personal leave is, in fact, to conduct personal business, which cannot be scheduled outside the school day.
5. Application for personal leave shall be filed on a form made available through the District Office to all building general offices. This form shall include a statement that the employee warrants that the personal leave will be utilized for personal business which can not be scheduled outside the school day. Both the Granville Teachers' Association and the Administration will make every effort to direct the professional staff about usage of personal leave in their informative sessions on orientation day and during the school year whenever necessary and feasible.

Any teacher or professional worker who believes he has been denied privileges in relation to personal leave may institute regular grievance procedure as outlined in that policy procedure.

Any teacher who is in need of personal leave days in excess of the two (2) days provided herein will be granted such additional days upon the approval of the Superintendent of Schools. Such additional days, if granted, will be subtracted from the teachers' accumulated sick leave.

All sick, or personal leave days shall be taken in ½ or full day increments.

"Unused personal days shall be added to accumulated sick leave on an unlimited basis."

D. Parental Leave

A parental leave without pay will be granted by the Board of Education under the following conditions:

1. A teacher desiring a leave of absence for parental leave shall request one at least ninety (90) days prior to the commencement of the leave. Such unpaid parental leave will be available for the purpose of caring for an infant child or adopting a child up to five years of age. During such unpaid leave, the teacher will be eligible to continue participation in all District medical plans provided that monthly premium will be paid by the teacher prior to the premium due date, excluding the statutory period of leave provided under the Family Medical Leave Act (12 weeks), under which all benefits remain paid pursuant to Article VI (A.).

ARTICLE VII (Con't)

2. Such unpaid Parental leave should begin upon the birth of the child and shall continue through the remainder of that school year. Extensions of unpaid leaves beyond the period remaining in the school year in which the unpaid leave begins may be granted at the discretion of the Board in semesters rather than full school years. Leave will not be granted beyond three (3) complete semesters after the leave commences. Teachers shall give at least sixty (60) calendar day's notice, in writing, of a request to return to service or request an extension of leave.
3. Throughout the duration of the leave, the School District shall not be obligated to pay for any benefits to, or on behalf of, the teacher involved. In addition, the time of the leave shall not be counted toward the teacher's seniority or accrual of tenure with the school district.

F. Sick Leave Pool:

1. A sick leave pool is to be established for the District from voluntary contributions of up to one day per teacher per year from the accumulated sick leave of teachers. However, the maximum contribution for all teachers in one year shall be thirty (30) days.
2. A teacher who suffers a major illness or injury causing him to be absent from duty beyond his accumulated sick leave may apply for additional sick days. Such teacher is limited to taking an additional thirty (30) school days paid leave per school year from the sick leave pool.
3. A teacher's application to the School District for use of sick days from the sick leave pool must have the written consent of the Association prior to submission to the School District.

ARTICLE VIII

SABBATICAL LEAVE

Sabbatical leave can be arranged for Granville Central School District professional employees under the following regulations:

1. Applicants must have worked (7) or fourteen (14) years in the District without interruption, other than those interruptions provided for in all agreed upon leave policies, in order to be eligible for sabbatical leave.
2. In any given year, no more than two (2) of the professional staff, upon making application, can be granted sabbatical leave.
3. After seven (7) years in the system, the applicant is eligible for a one-half (1/2) year leave at full pay or a full year leave at one-half (1/2) pay. After fourteen (14) years in the system, the applicant is eligible for a full year of leave at full pay.
4. Applications must be submitted to the Superintendent for such leave no later than December 31st of the preceding school year.

ARTICLE VIII (Con't)

5. Applicants must receive the recommendation and approval of the Superintendent.
6. Approval or rejection of the application must be made by the Board of Education by February 15th, following, in the same school year.
7. Professional employees who are recipients of a seven (7) year sabbatical leave and those who are recipients of a fourteen (14) year sabbatical leave will agree to return to their employment in the Granville Central School District for a period of not less than one school year, or agree to refund to the District the full amount of monies expended by the District in support of such sabbatical leave as in this case the salary or the fraction of the salary which is involved.
8. Teachers, or other professional employees, while on leave receive normal salary increments, retirement credit, and usual fringe benefits, in accordance with State Law and this contract or its successor and are entitled to return to their former positions.

ARTICLE IX

CONFERENCES, VISITING AND PROFESSIONAL DAYS

When teachers or Department Chairpersons are involved in conference, visiting and professional days, they may, upon written request to the Superintendent at least ten (10) days prior to the date of the conference or visiting day, be granted permission to attend with no effect on any leave provision.

ARTICLE X

IN-SERVICE EDUCATION AND TRAINING

In-service educational programs may be arranged by the Superintendent outside the regular student day and should not exceed one hour and one-half (1 ½) hours in duration. Whenever possible and practical, the School District shall share the time equally with release time from the teacher's workday. Such in-service will not exceed 15 meetings per year.

Education (in-service training, or course work) may be reimbursed or credited for salary adjustments subject to prior approval of the superintendent, (*disapproval or approval to be given within twenty (20) school days of date stamped in District Office*) upon completion of current paperwork requirements and when completed on the employee's personal time, the in-service, or training, or coursework must be determined applicable to education by the superintendent.

1. Repayment for educational expenses may be approved when no credit/salary adjustment is sought.
2. One in-service credit may be earned for each 15 hours or more of documented satisfactory completion of a course and seat time. Two credits may be considered for 30 hours or more, and 3 credits for 45 hours or more. There shall be a three credit maximum for each in-service course. No partial credits will be granted for in-service credit, nor will hours remaining be transferable to future education.

ARTICLE X (Con't)

3. College credit for courses may be credited as assigned by the college, without the three credit limit.
4. Salary increases are approved by the Board of Education upon recommendation of the superintendent. The current paperwork and an official transcript showing completion of the college course (or hours attended for other education) must be turned into the Business Office by September 1st or January 25th of any given year in which the adjustment is desired. Application must be made within one year of the completion of the course (or time of hire).

If stipends are paid to the district employee for participating in said education, the district may request such stipends to be turned over to the district if salary adjustment or repayment of educational expenses is requested.

ARTICLE XI

ASSOCIATION RIGHTS

- A. The Building Principal of each school and the Association Building Representative shall meet at the request of either party to discuss school operations and questions relating to the implementation of this contract. These meetings shall be held at a mutually convenient date and time.
- B. The Association shall have the right to post notices of its activities and matters of concern to teachers on faculty room bulletin boards, at least one of which shall be provided in each school building. The Association may use the teacher mailboxes for the purpose of communicating with the teachers. All such notices shall be placed in the mailboxes by the secretary.
- C. The Association shall have the right to use school facilities and buildings for Association meetings, provided that such use will not interfere with regular school programs, and shall be in conformance with School-District policy.
- D. Copies of available current District Rules, Regulations and By-Laws and official policies of the District shall be given to the Association President and Building Representatives. Official Board Minutes shall be sent to the Association at the same time they are sent to the Administration.
- E. The Board agrees to provide a copy of this Agreement for each member of the bargaining unit.
- F. If a teacher is required to attend a proceeding between parties in negotiations or in a grievance proceeding during the school day, a teacher so engaged shall not suffer loss of pay.
- G. The Association shall have access to school equipment only after clearing arrangements with the Building Principal's office and provided the Association furnishes the paper or reimburses the District for the cost.

ARTICLE XI (Con't)

- H. NYSUT representatives shall be permitted access to their members during the school day only after clearing arrangements with the Building Principal's office and provided there is no interference with any ongoing school function.

ARTICLE XII**RELEASE TIME**

- A. The Board shall permit the Association to take ten (10) days leave per year with pay for purpose of attending conventions and/or workshops of their affiliate bodies.
- B. The President of the Granville Teachers' Association's workload shall be limited to five (5) teaching periods at the secondary level or regular classroom instruction time at the elementary level. The GTA President will conduct Association business during this released time. The President may leave his/her building with prior notice to the Building Administrator. This provision will not be deemed to exclude attendance at regular faculty meetings or parent-teacher conferences.

ARTICLE XIII**ACADEMIC FREEDOM**

The Board of Education and the Granville Teachers' Association agree that academic freedom is essential to the fulfillment of the purposes of the school system and acknowledge the need of teachers to be free from attack and from unwarranted censorship and restraint which would interfere with their pursuit of knowledge and truth in the performance of their classroom responsibilities. Such unwarranted interference stifles initiative and establishes an atmosphere of suspicion and distrust.

In practicing academic freedom, the staff recognizes and is sensitive to the needs of the community and to its responsibility to exercise sound judgment and to refrain from using the school to promote personal views on religion, race and partisan political issues.

ARTICLE XIV**WORKLOAD**

- A. Granville Central School administrative officials and the membership of the Board of Education have always been cognizant of the need for classes to be of reasonable size, generally 23-28 where this meets practical criteria; therefore, in order to make it possible for those students who are in school to have the greatest advantages for learning and the most effective conditions in reference to facilities and teacher pupil ratio, these administrators and Board members agree with the Association that it will be the School District's goal to have no more than twenty-eight (28) students in any regular elementary and academic classes.

Further, it is agreed that class sizes in excess of these numbers in regular elementary and academic classes should generally be avoided except for a limited period of time. When classes do exceed these numbers, consideration shall be given to making provision for some special assistance.

ARTICLE XIV (Con't)

B. Preparation and Lunch Periods:

1. Teachers will be provided with at least a thirty (30) minute duty-free lunch period daily.
2. Preparation periods are provided for the purpose of completing individual professional education work.
 - a. Elementary teachers shall have thirty-five (35) minutes preparation time per day.
 - b. In order to arrive at an equitable distribution of elementary preparation time, a committee will be created to formulate standards.
 - c. In the secondary school each teacher will be allotted an average of at least two (2) preparation periods per day for a nine-period schedule. Should the school day configuration change, this will be submitted to a committee.
 - d. A committee will be created to formulate standards for number of class assignments, duty assignments, study hall assignments, and possible remuneration for cafeteria duty.

C. Duty Assigned Workload:

1. Under currently existing conditions, circumstances and procedures, secondary school staff members may be assigned six (6) periods per day with five (5) class teaching and one (1) duty assignment constituting a full load. Where necessary to meet program staffing requirements within currently existing or contractually established staffing levels, a sixth teaching class may be assigned in lieu of a duty assignment. Where a sixth teaching assignment is made, it shall be preceded by communication with the staff member affected and the staff member must be provided an opportunity for input in the decision-making process. Where possible, six (6) teaching assignments shall be made to staff members indicating a willingness to accept such assignments. This provision shall not be construed or interpreted so as to cause or support any action designed to discourage or prevent teachers from accepting a sixth teaching assignment in place of a duty assignment.
2. Teachers will be assigned duties consistent with their professional standing and training; therefore, in 2006-2010:
 - a. Teachers will not be assigned study halls of more than 28 students. Any teacher with more will have an aide.
 - b. Teachers who are assigned to "cover" the classes or duties of other staff members will be paid 17% of 1/200 of their annual salary for each duty assignment covered. Teachers who leave early and whose classes must be covered must sign out with the respective Building Principal. Neither side will be held responsible for "Acts of God."

ARTICLE XIV (Con't)

3. In working out the master schedule, every effort consistent with optimal utilization of staff member's abilities, interests and talents shall be exercised by the schedule maker to equitably distribute the number of different course and grade level preparations among staff members teaching the same subject.
4. Secondary school staff members teaching five (5) regular academic classes shall not be assigned more than 150 students per day in those regular academic classes. For teachers with a sixth class assignment, no more than 165 total student load will be assigned without the teacher's consent.

D. Elementary Parent Conferences:

The District will provide two half-days to elementary classroom teachers (K-6) for the purpose of scheduling conferences with parents. However, teachers who have to schedule conferences with more than 20 parents will have additional release time provided beyond the two half-days.

- E. All physical education personnel shall be expected to accept a minimum of one (1) coaching assignment and may take (an) additional coaching assignment(s).

ARTICLE XV

LENGTH OF SCHOOL DAYS

The 7 – 12 teachers' instructional work week will be 35 hours and 40 minutes, Monday through Thursday, seven hour-ten minutes, Friday seven hours. Four of which days, in addition to the regular class day, will provide for student academic assistance. School days will begin between 7:15 a.m. and 9:15 a.m. as needed to accommodate students and bus schedules.

The K – 6 teachers' instructional work week will be 35 hours to include five seven hour school days, in addition to the regular class day, will provide for student academic assistance. School days will begin between 7:15 a.m. and 9:15 a.m. as needed to accommodate students and bus schedules.

The Superintendent will establish the commencement of the school day annually.

All teaching personnel are required to be available for professional duty in school during the instructional work hours which, in addition to the regular class day, four days per week include a time block preceding or following the regular student day for 30-40 minutes not to extend the workday beyond the above hours. Any meetings on these four days must occur outside this student assistance time. The Superintendent will designate one day per week district-wide when meetings may occur immediately at the end of the regular student classes. This instructional workweek does not eliminate the responsibility of the teacher to participate in meetings with colleagues or parents or attend to special duties as required.

ARTICLE XVI

SCHOOL CALENDAR

In order that the teachers' point of view is provided in the future, it is agreed that teacher representatives appointed by the GTA will be included in deliberations pertaining to the school calendar before recommendations on the calendar for the next school year are forwarded for consideration by the Board of Education.

ARTICLE XVII

EMPLOYMENT OF PERSONNEL

The Administration of the school does agree to the following whenever extenuating circumstances do not militate against:

1. Prior teaching experience will be negotiated between the hiring official and the prospective employee.
2. In reference to the allowance of education courses, the administrative officials of the School District will allow any credit which the Certification Bureau of the State Education Department will permit for the purpose of permanent certification, but will not allow credit for education courses taken for the purpose of provisional certification. All the provisions of this article as it applies to employment, wages, hours and terms and conditions of employment shall be applied in a manner which is not arbitrary or discriminatory.

ARTICLE XVIII

EMPLOYMENT OF SUBSTITUTE TEACHERS

The School District should be notified of a pending absence as soon as the teacher is aware that he/she will be unable to fulfill his/her duties on any given day or period of time. In event of sudden illness or an emergency, this may not always be possible, but every effort should be extended to see that as much notice as feasible is provided. At least a twenty-four (24) hour notice should be extended.

The teacher shall see that adequate lesson plans and materials are available. These shall be filed with the Building Principal and shall be plans which continue the instruction in an orderly way from what was being presented and leading up to a continuation of instruction following the substitution. "Stock" plans about a particular phase of instruction may also be used. Each teacher should prepare a series of these plans and file them with the Building Principal for use in emergency situations.

ARTICLE XIX

MEDICAL EXAMINATIONS FOR PROFESSIONAL EMPLOYEES

The Granville Central School District and the Granville Teachers' Association have agreed to jointly support and order medical examinations for all professional employees as stated in State Education Regulations for teachers.

ARTICLE XX

VACANCIES AND PROMOTIONS

All actual or expected openings in professional's positions or jobs, promotional opportunities, or vacancies in existing or newly created programs including, but not limited to, elementary and secondary schools, summer school, night school, and adult education, shall be filled in the following manner:

1. The job, position, vacancy or opportunity shall be posted on a faculty bulletin board in each building in the District and shall be advertised in any other manner the District normally uses to notify teachers of Board directives, for at least five (5) days. Such advertisements shall be conspicuously posted on a special form with large lettering at the top, "PROFESSIONAL JOB OPPORTUNITY". The advertisement shall contain the job title, job description, if existing, and directions for making application for the position. In house applications shall be by a simple form, requiring the name, school of the applicant and other pertinent data related to the position applied for.
2. All applications from bargaining unit employees received within ten (10) days of the time the notice was posted in all buildings shall be considered by the Board. In a case where two or more applicants have equal qualifications, length of service in the District shall be one of the determining factors. However, the Board may consider all applications from within or without the bargaining unit, for the job, position, vacancy or opportunity in the District.
3. During the summer vacation period, the Superintendent will notify all teachers who file a statement of interest in positions that become vacant and the GTA President.

ARTICLE XXI

TRANSFER AND REASSIGNMENT

Teachers who desire a change in grade level and/or subject assignment or who desire transfer to another building may file a written statement of such desire with the Superintendent not later than February 1st of any given year. The statement shall include the grade level and/or subject to which the teacher desires to be assigned and/or the school building to which he/she desires to be transferred. Whenever a vacancy becomes known, the teacher who has filed application for such position shall be notified that the vacancy exists.

ARTICLE XXI (Con't)

Whenever circumstances dictate that transfers are necessary, they shall be made on a voluntary basis whenever possible. Teacher experience plus qualifications for the open position will be the deciding factors.

A tenured teacher transferring from one tenure area to another shall do so only with the recommendation of the Superintendent and shall be required to serve a two-year probationary period in order to be considered for tenure in the new assignment.

ARTICLE XXII

JOB SECURITY

In order to provide a measure of job security for presently employed staff members in the event of a reduction of level of staffing and resulting in elimination of positions, the following provisions will apply:

1. In the event of a planned reduction in staff level resulting in the elimination of positions, the District shall notify the GTA and shall provide a seniority list for each tenure area.
2. Teachers affected by loss of position shall be given written notice of the intent to recommend termination of service at least three (3) school months before the effective date of termination with a letter of explanation enclosed and a copy of each communication shall be placed in teacher's personnel file.
3. Teachers to be terminated due to elimination of their job shall be eligible and shall be placed in any available positions in the district for which they are certified. If this means moving to another tenure area in which the staff member is certified, the staff member shall be recommended by the Superintendent, placed in the new tenure area and required to serve a new two-year probationary period in order to be considered for tenure in the new assignment. If such teacher fails to acquire tenure in the new assignment, he/she will have first claim on any vacancy occurring in his prior tenured position for a period of seven (7) years from the time of his probationary appointment to the new tenure area position.
4. When a professional position in any tenure area becomes available, certified teachers in that tenure area on the re-employment list will be notified of such position by Certified Mail, Return Receipt Requested, with a copy sent through regular mail to the GTA President or a designated representative. Rehiring and recalling of teaching staff members will be accordance with seniority and certification.

ARTICLE XXIII

CLASSROOM OBSERVATIONS

1. Professional personnel should be under supervision at all times. Supervisors should be qualified and officially appointed by the Board of Education.
2. Teachers serving probationary period shall be observed and evaluated a minimum of three (3) times during the school year.
3. Tenured teachers should be observed and evaluated at least once during the school year.
4. Each evaluation shall be written up in duplicate within ten (10) teaching days after the observation upon which it was based. This written report shall be reviewed with the probationary staff member at a post-visit conference. This post-visit conference shall be conducted if either party requests in the case of tenured teachers.
5. The teacher shall have the right to respond in writing on the written evaluation, and both copies of the final document must be signed by the teacher, his/her administrator, and the observer, if other than the administrator.
6. One copy of the signed evaluation shall be given to the teacher following the observation, and the other shall be immediately placed in the teacher's personnel file.
7. Evaluation reports on District forms shall be made available to the District Office when requested and all such reports must be delivered to that office by the end of every month and no later than at the end of each official school year.
8. Teaching staff members participated in the deliberations leading up to the adoption of the current Policy # 4117.1 (6/8/76) pertaining to the observation and evaluation of teaching staff members. In order to insure that the teachers' point of view is provided in the future, it is agreed that teacher representatives appointed by the GTA will be included in deliberations pertaining to any future recommendations for modification of the Policy #4117.1 Teaching Staff Evaluation.

ARTICLE XXIV

DISCIPLINARY PROCEEDING AND NOTIFICATION

1. Disciplinary Proceeding: A teacher shall not be reprimanded, disciplined or otherwise penalized without just cause. A teacher having been officially reprimanded, disciplined or otherwise penalized for any alleged infraction of the rules, policies, practices, procedures, or for delinquency in his professional performance shall have the right to a subsequent conference. At such conference, the teacher may have present a representative of the GTA provided the Association chooses to represent the teacher and provided the conference is not a routine post observation and evaluation conference.

ARTICLE XXIV (Con't)

2. Notification: A probationary teacher shall be given written notice of the intent to recommend termination of service at least thirty (30) calendar days before the date on which termination is to be acted upon by the Board of Education. Upon request of the teacher in the manner provided by Education Law, the reason for termination will be provided in writing.

Teachers in the final year of their probationary period shall be given written notice of the intent to recommend termination of services at least ninety (90) calendar days before the effective date of termination.

ARTICLE XXV

TEACHER FILES

Teachers shall have the right to review their files at any time, to make copies of the materials therein, and to append remarks to any document in the files. A teacher shall also have the opportunity to sign all written evaluations, reprimands or warnings, which signatures will only acknowledge that the teacher has reviewed the particular document. A teacher shall have the right to have an Association representative with him when he reviews his files. Nothing may be entered in a teacher's file without sending a copy to the teacher. Grievances, grievance claims and other material relating to the grievance procedure shall not be placed in teacher files.

ARTICLE XXVI

DUES DEDUCTIONS

- A. The School District will withhold from each professional employee's payroll check an amount authorized by the individual employee and transmit said amount, as requested, to the Granville Teachers' Association. Each employee desiring such deduction shall complete and sign a "Dues Deduction Authorization." Such request must be in the hands of the Business Manager by September 16. The dues deduction authorization shall be continuous. The Association will inform the Business Office of the dues for the current year by September 15. Payroll deductions shall be made over a twenty (20) payroll period. The deduction will be transferred to the School District's Trust and Agency Account at each payroll period and transferred to the Treasurer of the Granville Teachers' Association when it is requested.
- B. 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 Granville 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 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 XXVI (Con't)

- C. 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 XXVII

AGENCY FEE

The School District shall deduct from the salary of all teaching employees in the bargaining unit who are not members of the Granville Teachers' Association and who have been employed with the School District for thirty (30) working days, an amount equivalent to the dues levied by the Granville Teachers' Association and shall transmit the sum so deducted to the Granville Teachers' Association in accordance with Section 208 of the New York State Civil Service Law. The Granville Teachers' Association affirms that it has adopted a procedure for refund of the agency shop fee deduction as required by Section 208(3) of the New York State Civil Service Law. This position for agency shop fee deduction shall continue in effect so long as the Granville Teacher' Association maintains such procedure.

ARTICLE XXVIII

GRIEVANCE PROCEDURE

The Board of Education of the Granville Central School District and the Granville Teachers' Association have agreed to abide by the following Grievance Procedure and will invoke such if, or when, necessary to resolve individual or group differences:

A. Philosophy

1. The Board of Education recognizes the professional staff participation in the development of policies affecting the educational program of the School District as stated in the Joint Code of Ethics (Paragraph 1) adopted by the New York State School Boards' Association and the New York State Teachers' Association which reads:

“The Teacher and the School Board recognizes that while the teacher participates in the formulation of school policy under the leadership of the school administrator, it is the duty of the Board to determine final policy.”

ARTICLE XXVIII (Con't)

2. The Board of Education accepts the "Declaration of Policy" as contained in Chapter 554, Section 601, of the General Municipal Law as follows:

"In order to establish a more harmonious and cooperative relationship between government and its public employees, it is hereby declared to be the purpose of this article to provide by law for the settlement of certain differences between public employees and their employers through procedures under which employees may present grievance, free from coercion, interference, restraint, discrimination or reprisal. The provisions of this article shall be liberally construed for the accomplishment of this purpose."

PART A – DEFINITIONS

- A-1 Employer – The Board of Education, Granville Central School District #1, Towns of Granville, Hebron, Hampton and Whitehall.
- A-2 Employee – Any person directly employed and compensated by the Board of Education in a professionally certificated area as defined in the Consolidated Education Laws and/or the regulations of the Commissioner of Education of the State of New York and a member of the teachers' bargaining unit as defined in the Recognition Article.
- A-3 Employee's Representative – Any person selected by an employee as defined in A-2 to represent the teacher at each step in formal grievance proceedings as defined in A-4; said person being termed "employee's representative" regardless of occupation, profession, etc.
- A-4 Formal Proceedings – Those proceedings following stage one of grievance procedure, in which the aggrieved and/or the aggrieved representative will appear and all parts of said proceedings must be documented as provided in Section 604 of General Municipal Law.
- A-5 Grievance – Grievance shall mean any claimed violation, misinterpretation or inequitable application of the contract, law or past practice or policies affecting working conditions only.
- A-6 Informal Proceedings – Those proceedings during the first stage of procedure, generally of oral nature in accordance with Section 604 of the General Municipal Law.
- A-7 Days – Shall mean school days.
- A-8 Aggrieved – To mean teacher or the Association.
- A-9 Past Practice – Any consistent, system-wide practice.

ARTICLE XXVI (Con't)

- C. 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.

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- A-3 Employee's Representative – Any person selected by an employee as defined in A-2 to represent the teacher at each step in formal grievance proceedings as defined in A-4; said person being termed "employee's representative" regardless of occupation, profession, etc.
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- A-6 Informal Proceedings – Those proceedings during the first stage of procedure, generally of oral nature in accordance with Section 604 of the General Municipal Law.
- A-7 Days – Shall mean school days.
- A-8 Aggrieved – To mean teacher or the Association.
- A-9 Past Practice – Any consistent, system-wide practice.

ARTICLE XXVIII (Con't)

PART B – PROCEDURAL STAGES

Any employee who has a grievance as defined in Part A-5 of these regulations shall follow the ensuing steps in resolving said grievance. The employee has the right to institute grievance proceedings without fear of redress, and to choose whomsoever the employee desires to represent her/him in said proceedings.

If a teacher does not present a grievance to the Principal within twenty (20) school days after the teacher knew, or should have known of the act or condition on which the grievance is based, then the grievance shall be waived. If a grievance is not processed through the levels of this procedure within the time limits specified therein, then it shall be waived.

B-1 Level I (Informal)

A teacher shall present the grievance to the Principal or Supervisory Administrator. The aggrieved must state that a grievance is being brought to the Principal or Supervisory Administrator.

B-2 Level II

If the grievance is not resolved at the building level within five (5) school days after the aggrieved notified the Principal or Administrator that a grievance is being brought to the Principal's attention, the aggrieved party may, within a period of ten (10) additional school days, present the grievance in writing to the Superintendent or a person designated by the Superintendent. This document shall state the specific nature of the grievance and include the following:

- Historical background of grievance
- Evidence supporting grievance
- Reasons for dissatisfaction with action taken during the informal proceedings.

The Superintendent or the designated person will study the grievance presented. This will involve a conference with the employee and/or the employee's representative. These two parties may agree to convene a committee of three (3) chosen by mutual consent of the two parties from among the following groups: GTA Executive Committee, employees' colleagues, and administrative personnel. Following study, the Superintendent or the designee will render a decision in writing to the employee no later than ten (10) school days following written receipt of said grievance.

B-3 Level III

1. If the employee is not satisfied with the disposition of the grievance at Level II the employee may, within five (5) school days after receipt of the decision at Level II or at the expiration of the ten (10) school days referred to just above whichever is earlier, appeal the decision to the Board of Education. The employee must inform the Superintendent or the designee of the employee's intent to appeal, so that the accumulated records from Level II, plus additional records submitted by the aggrieved for consideration of the Board will be transmitted to the Board of Education. These records shall be forwarded to the Board of Education by the Superintendent within two (2) school days of receipt of the notice of the intent to appeal.

ARTICLE XXVIII (Con't)

2. Grievance proceedings shall take place at a meeting of the Board of Education to take place within twenty-one (21) school days following receipt of said grievance. By mutual consent of both parties, an additional meeting may be conducted to pursue the grievance at a date agreeable to both parties.
3. A written decision will be rendered the employee with five (5) school days following the last scheduled Board meeting where the grievance proceedings specified in two (2) above were conducted.

B-4 Level IV

1. If the teacher is not satisfied with the decision at Level III, the teacher may request that the Association submit the grievance to arbitration. The Association should not submit the grievance to arbitration without the consent of the teacher involved. If the Association then determines that the grievance is meritorious and that appealing it is in the best interest of the school system, it may submit the grievance to arbitration by written notice to the President of the Board of Education, with a duplicate copy to the Superintendent, within fifteen (15) school days of the decision at Level III.
2. Within ten (10) school days after such written notice of submission to arbitration, the Board of Education and the Association will seek agreement upon a mutually acceptable arbitrator competent in the area of the grievance, and will seek commitment from said arbitrator to service. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, they will apply to AAA for appointment of an arbitrator.
3. The arbitrator's decision will be in writing and will set forth findings of fact, reasoning, and conclusions on the issues.
4. 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.
5. The decision of the arbitrator shall be final and binding upon all parties.
6. The costs of the services of the arbitrator, including expenses, if any, will be borne equally by the Board of Education and the Association.

GENERAL

None of the foregoing is to be construed to imply that the employee gives up any rights as defined in the Consolidation Education Law, Civil Service Law, New York State Teachers' Retirement Law or Regulations of the Commissioner of Education. It is recommended, however, that all states of these grievance procedures be used prior to the filing of any civil or criminal proceedings.

ARTICLE XXVIII (Con't)

AMENDMENTS

These procedures may be amended at any time by mutual agreement of the Board of Education and the Association.

DISTRIBUTION OF PROCEEDINGS

A copy of these procedures, and any amendments thereto, shall be distributed to all teachers and shall be filed with the State Civil Service Commission and the Clerk of the School District within fifteen (15) days after their adoption. The procedure shall be open to public inspection, at reasonable times, with the Clerk of the District or at the School Business Office.

ARTICLE XXIX

SUBCONTRACTING

The School District and the Association agree that teaching duties currently being performed by members of the bargaining unit shall not be subcontracted without notification and prior negotiation with the Association. The paragraph shall not apply to the transfer of teaching duties to existing or new programs provided by the Warren-Washington-Hamilton-Essex BOCES.

ARTICLE XXX

WAIVER

The parties acknowledge that during negotiations, which resulted in this Agreement, each had the unlimited opportunity to make demands with respect to all proper subjects of bargaining. Therefore, unless the contract specifically requires negotiation on a particular item, the Association and the School District, for the life of this Agreement, agree that collective bargaining is concluded and expressly waive the right to bargain collectively with each other with respect to any subject or matter, whether or not contemplated by the parties at the time of negotiations. However, any changes in terms or conditions of employment resulting from the creation of new positions or changes in existing positions shall be excluded from this waiver.

ARTICLE XXXI

RETIREMENT INCENTIVE

Employer Non-Elective Contribution to 403(b) Plan

- A. Any teacher within the bargaining unit shall receive, as a deposit to their 403(b) account, an employer non-elective 403(b) contribution described below if he/she meets the following criteria:
 1. The teacher must be eligible for retirement in accordance with the established policies of the New York State Teachers' Retirement System.

ARTICLE XXXI (Con't)

2. Anyone who wishes to retire shall submit a written letter of resignation for retirement purposes prior to April 1 of the school year in which she/he wishes to retire, pursuant to the New York State Teachers Retirement System.
- B. A teacher who retires with service counting towards seniority in the Granville Central School District shall be eligible for an employer non-elective 403(b) contribution as follows, subject to a maximum contribution of \$15,000.
1. 25 years of seniority applicable service and 1st year of eligibility for retirement with full benefits pursuant to the New York State Teachers Retirement System: 100% of accumulated sick leave at \$50.00 per day.
 2. 20 years of seniority applicable service and 1st year of eligibility for retirement with full benefits pursuant to the New York State Teachers Retirement System: 100% of accumulated sick leave at \$45.00 per day.
 3. 15 years of seniority applicable service and 1st year of eligibility for retirement with full benefits pursuant to the New York State Teachers Retirement System: 100% of accumulated sick leave at \$30.00 per day.
 4. 10 years of seniority applicable service and 1st year of eligibility for retirement with full benefits pursuant to the New York State Teachers Retirement System: 100% of accumulated sick leave at \$20.00 per day.
- C. The employer non-elective 403(b) contribution shall be deposited based on the date of retirement as follows:
1. Those staff retiring by June 30th will receive, as a deposit to their 403(b) account, said contribution in a lump sum on October 1st after retirement.
 2. Those staff retiring between July 1st and December 1st will receive, as a deposit to their 403(b) account, said contribution in a lump sum no later than December 31st after retirement.
 3. Those staff retiring in December will receive, as a deposit to their 403(b) account, said contribution in a lump sum within 30 days of retirement.

Employer 403(b) Non-Elective contributions shall be contributed in accordance with, and subject to the following conditions:

1. **No Cash Option** No employee may receive cash in lieu of or as an alternative to any of the Employer's Non-elective Contribution(s) described herein.
2. **Contribution Limitations** In any applicable year, the maximum Employer Contribution shall not cause an employee's 403(b) account to exceed the applicable contribution limit under Section 415(c)(1) of the Code, as adjusted for cost-of-living increases. For Employer Non-elective Contributions made post-employment to former employees' 403(b) account, the Contribution Limit shall be based on the employee's compensation, as determined under Section 403(b)(3) of the Code.

In the event that the calculation of the Employer Non-elective Contribution referenced in any of the preceding paragraphs exceed the applicable Contribution Limits, the Employer shall first make an Employer Non-elective Contribution up to the Contribution Limit of the

ARTICLE XXXI (Con't)

Internal Revenue Code and then pay any excess amount as compensation directly to the Employee. In no instance shall the Employee have any rights to, including the ability to receive, any excess amount as compensation unless and until the Contribution Limit of the *Internal Revenue Code* are fully met through payment of the Employer's Non-Elective Contribution. In no case shall the Employer Non-elective Contribution exceed the Contribution Limit of the *Internal Revenue Code*.

3. **403(b) Accounts** Employer Non-Elective contributions shall be deposited into the NYSUT Member Benefits Trust-endorsed 403(b) program, offered through ING Life Insurance and Annuity Company, in the name of the employee.
4. **Tier I Adjustments** Tier I members with membership dates prior to June 17, 1971, Employer Non-elective Contribution hereunder will be reported as non-regular compensation to the New York State Teachers' Retirement System.
5. This section shall be subject to IRS regulations and rulings. Should any portion be declared contrary to law, then such portion shall not be deemed valid and subsisting, but all other portions shall continue in full force and effect. As to those portions declared contrary to law, the Association and Employer shall promptly meet and alter those portions in order to provide the same or similar benefit(s) which conform, as closest as possible, to the original intent of the parties.
6. This section shall further be subject to the approval of the 403(b) Provider, which shall review the specific contract language solely as a matter of form and as the provider of investment products designed to meet the requirements of Section 403(b) of the *Internal Revenue Code*. Upon request, ING Life Insurance and Annuity Company ("ILIAC") agrees to provide the Employer with ILIAC's standard hold harmless agreement where the Employer has selected ILIAC as the provider of 403(b) accounts for receipt of Employer Non-elective Contributions.
7. Both the Employer and Employee are responsible for providing accurate information to the 403(b) Provider. This information includes both Elective and Employer Non-Elective Contributions and the amount of the participant's Includible Compensation.

ARTICLE XXXII**DURATION OF AGREEMENT**

This contract shall be in effect for four (4) years covering a period beginning July 1, 2006 and ending June 30, 2010. This Agreement shall not be extended orally, or in any other way, except through negotiations, which may be reopened, when both parties are in agreement that such should happen.

This Agreement shall supersede any policy, rules, regulations or practices of the Board of Education, its administrative officials, and the officers of the Association, which shall be contrary to its terms.

If any provisions of the Agreement or any application of this Agreement to any teacher or group of teachers shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to that extent permitted by the law, but all other provisions or applications shall continue in full force and effect. Contract provisions subsequently prohibited by law shall be renegotiated to the extent required.

This Agreement shall remain in effect for the full course of its contract.

Copies of the Agreement shall be provided by the Board of Education to all teachers now employed and to all those later to be employed by the School District within two (2) weeks of its execution or their employment, if that may occur later.

The GTA hereby agrees that any predated MOA/MOU, prior to the date of this agreement, and not included in the 2006-2010 contract will not BE BINDING upon ratification of the 2006-2010 agreement.

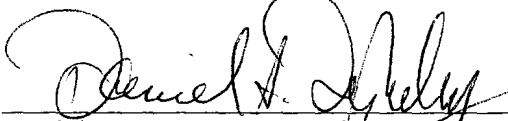
For the Granville Teachers Association:



 Amy Mack, GTA President

5/4/07
 (Date)

For the Granville Central School District:



 Daniel A. Teplesky, Superintendent

05/04/2007
 (Date)

APPENDIX A- SALARY SCHEDULE

STEP	2006- 2007 BA	2007- 2008 BA	2008- 2009 BA	2009-2010 BA	STEP	2006- 2007 MA	2007- 2008 MA	2008- 2009 MA	2009-2010 MA
1	31221	31845	32482	33132	1	33786	34462	35151	35854
2	32164	32808	33464	34133	2	34730	35424	36133	36855
3	33108	33770	34445	35134	3	35673	36387	37114	37857
4	34179	34862	35560	36271	4	36744	37479	38229	38993
5	35250	35955	36674	37407	5	37815	38571	39343	40130
6	36321	37047	37788	38544	6	38886	39664	40457	41266
7	37392	38140	38902	39680	7	39957	40756	41571	42403
8	38463	39232	40017	40817	8	41028	41849	42686	43539
9	39534	40324	41131	41954	9	42099	42941	43800	44676
10	40605	41417	42245	43090	10	43170	44034	44914	45812
11	41676	42509	43360	44227	11	44241	45126	46028	46949
12	42747	43602	44474	45363	12	45312	46218	47143	48086
13	43818	44694	45588	46500	13	46383	47311	48257	49222
14	44955	45854	46771	47707	14	47520	48471	49440	50429
15	46092	47014	47955	48914	15	48658	49631	50623	51636
16	47230	48174	49138	50121	16	49795	50791	51807	52843
17	48367	49334	50321	51327	17	50932	51951	52990	54050
18	49504	50494	51504	52534	18	52070	53111	54173	55257
19	50642	51654	52688	53741	19	53207	54271	55356	56464
20	51779	52814	53871	54948	20	54344	55431	56540	57670
21	52916	53975	55054	56155	21	55482	56591	57723	58877
22	54054	55135	56237	57362	22	56619	57751	58906	60084
23	55074	56175	57298	58444	23	57639	58792	59967	61167
24	56094	57215	58360	59527	24	58659	59832	61029	62249
25	57114	58256	59421	60609	25	59679	60872	62090	63332
26	58134	59296	60482	61692	26	60699	61913	63151	64414
27	59154	60337	61543	62774	27	61719	62953	64212	65496
28	60174	61377	62605	63857	28	62739	63994	65273	66579
29	61194	62417	63666	64939	29	63353	64620	65913	67231
30	62023	63263	64529	65819	30	64613	65905	67223	68568

For each association member off step (i.e. above step 30 in any year of the agreement) a \$2000 increase per year will be added to their 2005-2006 salary for each year of the agreement.

APPENDIX BSports & Advisories Appendix
Annual Positions and StipendsSports**Fall**

Football:	Varsity	10%
	Varsity Assistant	7.5%
	Junior Varsity	7%
	Junior Varsity Assistant	7%
	Head Modified Coach	6%
	Assistant Modified Coach	5%
Field Hockey	Varsity	8%
	Varsity Assistant	5%
	Junior Varsity	7%
	Modified Coach	5%
Volleyball	Head Coach	8%
	Junior Varsity	7%
	Modified Coach	5%
Golf	Head Coach	5%
Cross Country	Head Coach	7%
	Assistant Varsity	5%
	Modified	5%
Soccer	Varsity	8%
	Junior Varsity	7%
	Modified	5%

Winter

Winter Track	Head Coach	7.5%
	Assistant Varsity Coach	5%
Wrestling	Varsity	9%
	Assistant Varsity/or Junior Varsity	7%
	Modified (7 th & 8 th)	5%
Basketball [boys]	Varsity	10%
	Junior Varsity	7%
	Modified Coach 8 th	5%
	Modified Coach 7 th	5%
Basketball [girls]	Varsity	10%
	Junior Varsity	7%
	Modified Coach 8 th	5%
	Modified Coach 7 th	5%

Sports & Advisories Appendix (Con't)
Annual Positions and Stipends

Sports

Spring

Baseball	Varsity	8%
	Assistant Varsity	5%
	Junior Varsity	6%
	Modified	5%
Softball	Varsity	8%
	Assistant Varsity	5%
	Junior Varsity	6%
	Modified	5%
Tennis	Head Coach	7%
Track [boys & girls]	Head Coach	8%
	Assistant Varsity	6%
	Modified	5%

Advisories

Cheerleading Advisor-Basketball	4%
Cheerleader Advisor (Assistant)-Basketball	2%
Cheerleader Advisor-Football	3%
Class Advisors- Senior Class (2), Junior Class, Sophomore Class, Freshman Class	6%
Class Advisors- 8 th Grade Class and 7 th Grade Class	5%
Drama-High School (total for all advisors)	8%
FBLA	4%
French Club and Spanish Club	5%
Graduation	2%
Guitar Club	2%
Journalism (to be determined by whether or not a newspaper is and how often-weekly/monthly)	5 - 10%
Marching Band	6%
Math Club	5%
Musical (outside events with 10 events maximum)	\$120 per event
National Honor Society,	2%
National Junior Honor Society	2%
Newspaper-Junior High (same stipulations as journalism advisor apply)	4 - 8%
Quiz Bowl	5%
Science Club	5%
Ski Club	3%
Students Against Drunk Driving (SADD)	2%
Student Council-High School	6%
Student Council-Junior High School	5%
Unity & Diversity	2%
Yearbook-JSHS	12%
Yearbook-Elementary	6%

All intramurals of six (6) weeks duration with a minimum of 12 sessions will be compensated at 1.3% of the base salary

APPENDIX- C

- A. Professional Development Plan- shall be developed annually by the Professional Development Team as per NYS Education Law. A copy of the PDP will be provided to the Association president and one will be kept on file by the District.
- B. Annual Professional Performance Review- Mindful of NYS Commissioner of Education Regulations including Subdivision (o) of section 100.2, Granville Central School developed an APPR Plan of expectations for its teachers providing instructional services or pupil personnel services through a series of committee meetings and reviews. This plan shall remain in effect and on file in the District office; mandatory subjects will be negotiated prior to any changes being made.

C. TEACHER IMPROVEMENT PLAN-

1. Development of a TIP should be a helpful, professional conversation, identifying solutions to problems and resources that will help the teacher. TIP consultation meetings should not be adversarial or be used as a negotiation tool and an elected union representative of the teachers' choice can accompany the teacher for any TIP meeting.
2. TIPs are intended to help teachers with professional performance, not as disciplinary tools used to gather evidence to terminate an individual. TIPs are to be developed in consultation with a teacher and a district representative. A teacher should not receive a TIP, unknowingly, or be "Tipped." Consultation implies a level of mutual respect.
3. All Teacher Improvement Plans will include the following:
 - a. Identification of the specific behavior to be changed.
 - b. The link to the criteria in the District APPR plan:
 - what does the teacher have to change?
 - What evidence will demonstrate that the teacher has changed?
 - c. A timeline for accomplishing the change, with intermediate benchmarks.
 - d. A statement of what the teacher agrees to do to make the required change.
 - e. A statement of who will support the teacher and monitor progress in the change effort.
 - f. Identification of multiple resources to help the teacher. (Resources can include mentors, district Professional Development Plan, the Teacher Center, Higher Education Institutions, personal counselors, employee assistance programs, and medical referrals and others).
 - g. Release time for approved courses, workshops and observation.
 - h. Signatures by the teacher and District representative indicating agreement.
4. Final Actions:
 - The building administrator may determine that the teacher has responded positively and return to normal evaluation process.
 - The building administrator over a 3-month period determines that the teacher has not been significantly affected by the teacher improvement plan and the District may take whatever action law permits, i.e. non-tenured teachers may be released or tenured teachers may be subject to disciplinary action.

APPENDIX D- Hold Harmless Agreement

Appendix D

HOLD HARMLESS AGREEMENT

WHEREAS, the _____ (the "Employer") wishes to make available to its employees a program (the "Program") in accordance with the provisions of Section 403(b) the United States Internal Revenue Code of 1986, as amended ("Code") which permits the making of participant elective deferrals, to the extent the participant is employed by the Employer, and employer non-elective contributions,

WHEREAS, the Employer wishes to make post-retirement employer non-elective contributions to the Program as permitted by the Code for eligible employees, and

IT IS AGREED AS FOLLOWS (THE "AGREEMENT"):

1. The Company shall provide for purchase by the Employer an annuity contract that meets the definition of an "annuity contract" pursuant to the provisions of Code Section 403(b) and any pertinent federal laws relating to the purchase of such annuity contract(s). Such annuity contract shall be available for purchase by the Employer for any employee, whose eligibility has been determined by the Employer and who participates in the Program.
2. Except as limited by the annuity contract and applicable law, the Company, its agents and representatives shall comply with all pertinent written directives of the Employer regarding the solicitation and enrollment of employees and the purchase of the annuity contract.
3. The Company warrants that it shall perform its duties as the issuer of the annuity contract in a careful, diligent and professional manner and that it will promptly correct any and all errors made by the company unless such error was a result of the Company's reliance on any information or omission of information provided by the Employer, the employee, or an authorized representative of either of the foregoing. The Company shall hold harmless and indemnify the Employer, its agents, officers and employees when acting on behalf of the Employer, from every claim and demand to the proportionate extent that it results from the negligence or wrongdoing of the Company or any of its representatives acting in that capacity, which may be made by reason of the purchase from the Company of an annuity contract by the Employer on behalf of an employee as authorized by Code Section 403(b).
4. With the exception of any maximum allowable contribution calculations calculated on the basis of inaccurate or inappropriate information provided by the Employer or the employee, the Company shall hold harmless and indemnify the Employer, its agents, officers and employees, from every claim and demand for penalties (including penalties based on State and/or Federal withholding taxes otherwise due) and interest, including reasonable attorney's fees, which may be made by reason of a challenge to the maximum allowable contribution calculation computed by the Company at the direction of either the employee or the Employer for any employee participating in the Program. The Company's obligation to indemnify and hold the Employer harmless under this Paragraph 4 is not conditioned upon and shall not require a showing of the Company's negligence or wrongdoing.
5. In performing the maximum allowable contribution calculations in connection with the Program, the Company may rely on information provided by the Employer and employee. This information shall include but not be limited to whether the contributions to the Program are elective or non-elective employer contributions, the employee's elective deferrals to all eligible plans (whether or not sponsored by the Employer) in that tax year pursuant to code Section 402(g), and the employee's includible compensation as defined under code Sections 403(b)(3) and 415(c).
6. Anything in this Agreement to the contrary notwithstanding, the Company shall neither hold harmless nor indemnify the Employer, its officers, agents, or employees from any claim and

APPENDIX D- Hold Harmless Agreement (cont.)

demand based upon the negligence, fraud or wrongdoing of the Employer, its officers, agents or employees, nor from any situation where the claim or demand is due to the failure of the Employer to properly discharge its obligations under the Memorandum of Agreement between the Employer and the Teachers' Association.

7. The company, at its own cost and expense and as allowed by law, shall hold harmless and indemnify the Employer by defending any legal proceeding brought against the employer or satisfying any legal judgment rendered against the employer based on any claim or demand allowed under this agreement as described above. Any liability of the Company under any provision of this Agreement to hold harmless and indemnify the Employer shall immediately notify the Company in writing within thirty (30) days upon receipt of any such claim or demand and shall permit the Company, at its option, to direct the defense against such claim or demand. It is understood that the company's liability hereunder shall be limited to actual damage only.
8. The Company reserves the right, upon sixty (60) days' written notice to the Employer to terminate serving as the 403(b) provider and to simultaneously terminate this Agreement. Such termination shall in no manner affect any liability of the Company incurred under this Agreement for acts taken prior to the effective date of such termination.

Date

Authorized Officer for Company

Title:

Print Name: