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AGREEMENT BETWEEN
GLEN COVE CITY SCHOOL DISTRICT
and
GLEN COVE TEACHERS ASSOCIATION

FOR THE YEARS
July 1, 2006 through June 30, 2011
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AGREEMENT IS MADE AND ENTERED INTO this ___ day of __________, 2012
by and between the respective negotiating Committees of the GLEN COVE CITY SCHOOL
DISTRICT, Nassau County, New York (hereinafter referred to as the “District”) and the GLEN
COVE TEACHERS ASSOCIATION (hereinafter referred to as the “Association”).

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 District and the professional employees of the District represented by
the Association, so that the cause of public education may best be served, this Agreement has
been mutually accepted by the parties. Agreements to be negotiated shall be based ultimately on
what is educationally best for the students in the Glen Cove Schools.

PRINCIPLES

The District, the Superintendent of Schools, and the Association recognize that the
highest quality of education consistent with community, state, and national resources is a
common responsibility. Relationships must be established which are based on this goal and on
the concept of education as a public trust.

All parties concerned recognize that teaching is a profession. The District herewith
acknowledges and declares its cooperative intention with respect to the teachers’ just aspirations
for self-fulfillment and advancement in their profession, as well as their right to productive and
pleasant working conditions and remuneration commensurate with the importance of the
educational task they perform.

It is recognized that this Agreement does not replace or supersede established
administrative channels nor will it interfere with the normal day to day conduct of affairs of the
School District.

It is recognized that the enactment of policy is a function of the Board of Education that cannot be delegated or abrogated under existing State law, but the formulation of such policy should be a cooperative process utilizing the professional competencies of the school staff.

The District and the Association recognize their responsibilities toward each other and the community for negotiating in good faith and seeking agreement in matters of mutual concern.

All parties concerned recognize that the best interests of public education will be served by establishing procedures to provide an orderly method for the District and representatives of the Association to negotiate matters of mutual concern and to seek a mutually satisfactory agreement on these matters. To this end, free and open exchange of views is desirable and necessary, with all parties participating in deliberations. Further, both parties agree and subscribe to the Joint Code of Ethics attached hereto. (See Appendix H).

RECOGNITION

The District recognizes the Association as the exclusive representative of the professional staff for the purpose of negotiating on matters of mutual concern. Professional staff is defined as all professional personnel, certified by the State Department of Education, on tenure, on probation and on interim but not per diem appointment unless such per diem teachers are approved as part of the bargaining unit by the Public Employment Relations Board (PERB), but including teachers, guidance counselors, psychologists, social workers, attendance teachers, nurse-teachers, librarians, team leaders, and coaches, but excluding administrative and supervisory employees whose function is to evaluate the performance of professional personnel for the purpose of discipline, tenure or promotion, or effectively to recommend discipline, tenure or promotion, the Superintendent, Assistant Superintendent(s), Coordinators, Principals,
Assistant Principals, Administrative Assistants and Department Heads. Also excluded from the bargaining unit are persons employed in all adult education programs not requiring teacher certification as required by Part 84 of the Regulations of the Commissioner of Education. Additionally, all adult English as a Second Language programs shall be excluded from the bargaining unit. The foregoing exceptions shall not include the District's GED, PM School or Evening School programs.

The period of recognition shall be from July 1, 2006 to June 30, 2011.

ARTICLES

Board of Education policies applicable to the professional personnel represented by the Association and agreed to by the parties hereto to be included in this Agreement will be attached hereto as part hereof.

NEGOTIATION PROCEDURE

In order to formalize and facilitate the provisions of this Agreement, a Professional Negotiation Committee shall be established.

PROFESSIONAL NEGOTIATION COMMITTEE

The purpose of this committee shall be to negotiate on matters of mutual concern. The committee may consist of the Superintendent, and/or his/her designee, and up to five (5) members designated by the Executive Board of the Association.

At the request of either party, a secretary shall be appointed by the Superintendent to keep summary records of the proceedings.

The Superintendent and the Association agree to furnish upon request such information as will assist the Committee in deliberation in developing intelligent, accurate, and constructive proposals and programs.
The Committee, or any group represented thereon, may call upon competent professional and/or lay consultants to assist in considering matters under discussion. Any cost or expenses for such special advisement will be paid for by the District or Association, whichever issues the invitation. However, if mutually agreed upon, the expense may be shared equally.

**NEGOTIATIONS**

Negotiations may be initiated at written request by either member group of the Committee to the Superintendent who shall send the request to the other member group of the Committee. The request shall specify the subject matter to be negotiated. Following such request, the Committee shall meet within ten (10) days and shall meet no less than once every two (2) weeks thereafter until either (a) the matters being negotiated have been resolved by agreement, or (b) an impasse has been reached. The time limits set forth above may be extended upon the agreement of both parties to this Agreement.
**ARTICLE 1. Applicability and Purpose**

A. **Purpose**

The Education Law, including interpretations thereof in decisions, rulings and opinions of the courts, the Education Department and the Attorney General, governs the basic rights, privileges and duties of professional employees of the School District. The purpose of the Statement of Policies is not to reiterate or summarize the governing law except where it is appropriate to do so for the purpose of clarification. The purpose of this Statement of Policies is rather to codify the supplementation and implementation of the governing law by the Board of Education in the areas expressed below.

B. **Applicability**

These policies shall be applicable to all professional employees, as defined under the section “Recognition” of this Agreement.

**ARTICLE 2. Probation, Evaluation, Advancement and Assignment**

The District and the Association feel that the evaluation of professional personnel is of the utmost importance in a school district and intend that very careful evaluation procedures be followed during the probationary period for teachers and that such evaluation be on a continuum throughout the teacher’s professional career. The purposes of evaluation should be: 1) to guide teacher growth and improve instruction; and 2) to guide administrative decisions about retaining, assigning and promoting teachers.
A. Probation

1. State law requires a probationary period of three (3) years, after which a person can be appointed to tenure. A person must be notified officially at least sixty (60) days before the end of the third year concerning his/her appointment or non-appointment for the fourth year. This must be done in writing.

2. Tenure shall be granted to those professional employees who have satisfactorily completed the probationary period, who have had written recommendation for such appointment submitted to the Superintendent by his/her principal, coordinator, or other immediate supervisor on the professional staff, and whose credentials have been acted upon favorably by the Board of Education.

3. On or about March 1st of each year principals and coordinators will present recommendations to the Superintendent or his/her designee regarding the retention or dismissal of each probationary teacher. Third year probationary teachers approved for tenure by the Board of Education shall receive written notice of the approval not later than April 1st of that school year. If the probationary teacher is not recommended for reappointment for the following year, he/she shall receive written notice of this decision on or before April 1st of that school year. In the case of a teacher hired after December 1st of that year, written notice regarding retention or dismissal shall be made before June 1st.

B. Evaluation

Tenured personnel, as well as probationary personnel, shall be continuously evaluated. The following people shall be involved in evaluations: the Superintendent and central administrative staff; the principals and their assistants; staff members who have responsibility for specific departments; and the person being evaluated. The information should be gathered by
those making the evaluation as well as from those being evaluated and these appraisals being multiple in numbers, be scheduled as part of a normal supervision and/or at such selected times as are considered necessary; that characteristics to be evaluated include personal qualities, professional qualities, teaching effectiveness and relationships with others; that results of such evaluations be shared with administrators and staff personnel and the person being evaluated.

Teachers will be notified of an evaluation conference at least twenty-four (24) hours in advance of such conference and the teacher being evaluated will be notified as to who will be present at the conference.

Evaluation reports are to be made available to the teacher within ten (10) school days of the observation. All written evaluations or appraisals shall be dated and signed by the evaluator and the teacher. The teacher’s signature is an indication of having read the evaluation, and not necessarily of agreeing with its contents. The teacher may react to the evaluation by adding his/her own comments. All evaluations and appraisals shall be filed in the permanent personnel folders to be available for inspection by administrative personnel and the person who is evaluated. The teacher should receive a copy for his/her own files.

C. **Probationary Personnel**

1. Administrators will submit written evaluations for each probationary teacher at least three (3) times during each of the first three (3) years. All such evaluations and appraisals shall be specific as to the particular quality being evaluated and its function in the teaching environment. They will be recorded in writing, both on standard forms and supplementary data sheets. One of the written evaluations will be the Annual Teacher Evaluation Form completed toward the end of each school year. (See Appendix A-2.)

2. Every effort should be made to help the probationary teacher grow as a
professional. Observations, conferences and evaluative reports shall be geared toward this objective. The supervisor and the teacher should work cooperatively in developing a systematized plan to aid the teacher to overcome recognized weaknesses. In-service activities and visitations to other classrooms and schools should be arranged to help the teacher develop new techniques. The entire professional staff should share the responsibility of helping probationary personnel to improve by offering assistance where needed.

3. When a teacher's performance fails to meet the standards required in the Glen Cove Schools and/or he/she fails to follow suggested proposals for improvement, he/she should be so advised. The teacher should not be allowed to advance through the probationary years thinking he/she is doing an acceptable job when this is not the case. Appointment to the second and subsequent probationary years will be denied when a constant sub-standard performance is indicated.

D. Tenured Personnel

1. Advancement to tenure should not mean the end of professional growth or eliminate the need for supervision and evaluation. Tenured staff members are the backbone of the faculty and they should strive continuously to enhance their effectiveness as teachers. Administrators and supervisors are responsible for improving the quality of instruction and ensuring that District policies and procedures are maintained by all staff members. Administrators should suggest and encourage in-service activities, visitations, and attendance at conferences for the various members of their staff.

2. Written appraisals or evaluations of tenured personnel should be used at selected times as are considered necessary. Standard forms, memos, or letters should be submitted by administrators to note officially on the record any outstanding contributions teachers have made
to school and community progress. The same means should be used to bring attention to less than satisfactory performance, unprofessional conduct, or violations of school regulations.

E. Selection of Staff Members

1. Application for a position on the supervisory or teacher staff shall be made to the Superintendent or his/her designee. He/she shall recommend to the Board of Education for appointment the applicant who, in his/her judgment, is best qualified for the position.

2. Available administrative, supervisory, guidance, team leader, coaching and extracurricular vacancies shall be posted as soon as openings occur so that staff members shall have the opportunity for professional advancement; such notice shall be posted on faculty bulletin boards and sign-in sheets.

3. All qualified teachers who apply for a vacant or new position will be interviewed and receive full consideration by the appropriate administrator.

F. Teacher Assignments

1. The initial assignment and transfer to other positions in the respective schools, grades, or departments of the District shall be made by the Superintendent of Schools as may be required by the educational needs of the District.

   In the event that an involuntary transfer is necessary, the teacher selected for transfer and the Association shall be informed by the Superintendent of Schools in writing, as soon as possible prior to the transfer of the educational needs requiring the transfer and the reasons for the selection of the teacher. Involuntary transfers shall not be arbitrary or employed for punitive purpose.

   All things being equal, in the judgment of the Superintendent of Schools, which judgment shall not be exercised in an arbitrary or capricious manner, among the teachers from
which the selection for transfer is to be made, consideration shall be given to the preference of
the teacher with the greater seniority in the District for building to building transfer and with the
greater seniority in the building for grade to grade transfer.

2. Requests for consideration of assignments or transfer may be initiated by
principals, supervisors or teachers if presented in writing with stated reasons for such.

3. A teacher declared in excess in one school shall be placed in a vacancy in a
comparable position in another school in the District.

4. Teacher assignments for the coming year must be in the hands of the teacher by
June 1st of the year of the assignment. If not, there must be a valid reason for the failure to
provide said assignments. If an assignment is changed, the teacher shall be notified in writing
within seven (7) days of the change of assignment.

5. Whenever possible, from the 6th grade and up, no teacher shall be required to
teach more than 135 consecutive minutes and no teacher shall be required to teach more than
three (3) different subject assignments per semester.

6. Teachers who are required to use their own automobile in the performance of
their duties will receive the maximum amount allowed by Federal law.

7. All duty-building assignments are to be made on an equitable basis. Wherever
possible, teachers are not to be assigned more than one duty-building assignment per day.
However, the equity and distribution of such assignments shall be finally decided by the building
principal, after consultation with the Association Building Representative(s).

8. **Voluntary Sixth Period Assignment** - In the interest of improving the
educational climate and opportunity for students, tenured Middle School and High School
teachers may volunteer to perform certain professional activities in lieu of their duty period (6th
Period). Activities available to teachers as a substitute for duty period include, e.g. mini-courses; tutoring; teacher-advisors; assisting in reading lab, math lab, computer lab, resource center, media center, learning disabilities program, in-school suspension program, out of school programs, e.g., Action Learning Program, School Community Instructional Program, etc., departmental assignments subject to the approval of the principal after consultation with the coordinator and curriculum development. The teaching of a regularly scheduled sixth period is not included in this provision and should be compensated as described in paragraph #1, Appendix F.

It is agreed that the following provisions control the choice of professional activities as a substitute for a teacher’s duty period:

a. Teachers will assume a professional assignment in lieu of a duty period on a strictly voluntary basis provided such voluntary choice is approved by the building principal. Once this choice is made, the teacher is committed until the completion of the activity unless the principal approves an earlier termination due to special circumstances.

b. Distribution of such assignments shall be made on an equitable basis by the building principal after consultation with the Association Building Representative(s).

c. The following guidelines will govern mini-courses:

(i) course content, methods, procedures, preparation time, etc., will be developed by the teacher and must be approved by the building principal or his/her designee;

(ii) mini-course credits are not applicable to the Commissioner of
Education's basic minimum requirements for graduation;

(iii) if grades are given to students, they will be P-F and will not be part of the cumulative average;

(iv) teachers will be held accountable for the adherence to school regulations and the protection of student health and safety but negative written evaluations of the mini-course itself will not become part of the teacher's personnel file.

d. No credits other than those presently granted for recognized programs shall be given for any courses or activities undertaken by teachers pursuant to this article since it is not the intent of this program to reduce staff.

e. There will be no additional workload placed upon a teacher who chooses to remain with a duty building assignment.

9. High School Professional Period - High School teachers may be assigned to the following activities during their daily professional period up to four (4) times weekly:

(a) professional committees
(b) laboratory preparation
(c) small group extra help (up to 3 students)
(d) review student folders
(e) evaluation and grading
(f) development or review of IEPs
(g) testing and screening
(h) computers: software/hardware evaluation, test design, e-mail, educational preparation
This language shall not encumber daily preparation periods as set forth in Article 3.

10. **Temporary Assignment of a Teacher as Acting Principal** - A teacher who volunteers to temporarily act as principal in a building and assume the responsibilities of a principal in his/her absence shall be compensated as follows. He/she shall be paid 1/60th of his/her weekly salary for each period of coverage if he/she has been relieved of teaching responsibilities during said coverage. If coverage cannot be arranged, he/she shall be paid 1/30th of his/her weekly salary for each period of coverage. Such teacher shall be tenured, with priority given to those teachers with administrative certification and/or seniority.

**ARTICLE 3. Preparation Time**

A. Elementary school teachers will have preparation time to coincide with those periods during which their classes are being taught by duly employed teachers of Art, Music, Library and Physical Education. There should be no fewer than four (4) preparations per week and the duration of such periods shall be at the discretion of the building administrator after consultation with the Association Building Representative(s). Should the school week be less than five (5) days, the preparation time should be prorated.

B. Middle and High School teachers will have daily preparation time of 40-45 consecutive minutes unless the teacher agrees to schedule such time otherwise.

**ARTICLE 4. School Aides**

A. The District will engage school aides to assist teachers in the elementary schools, the middle school and the high school. A teacher aide may be assigned to assist teachers in such
non-teaching duties as:

(1) managing records, materials and equipment

(2) attending to physical needs of children

(3) supervising students and performing such other services as support teaching duties when such services are determined and supervised by teachers. (In the case of lunchroom or playground aides in the elementary schools, this shall not be interpreted as applying in unusual circumstances such as: "in-days, or days in which the lunchroom is in use for special purposes such as book or science fairs.")

B. In the Elementary Schools:

1. In the event that the teacher aide is absent or is unable to complete the duty due to some emergency, the following procedures will be employed:

   a. Substitute teachers on duty in the building will replace the absent aide (substitute teacher will not be expected to serve more than two (2) consecutive days).

   b. If no substitute is available in the building, teachers will accept the duty on an equitably arranged rotating basis.

2. In the event of inclement weather or other instances when children cannot be outdoors during the lunch hour, teacher aides will relieve teachers during the recess period on an equitably arranged rotating basis.

3. It is intended that a certified teacher will be available on call in a specified location, in the event of an emergency situation in which the teacher aide requires assistance. This teacher will be on call on an equitably arranged rotating basis. In the event that a teacher
and teacher aide are on duty in the same area (playground or lunchroom), the teacher aide is encouraged to call upon the teacher for direction in the handling of unique situations.

4. In employing teacher aides, it is not intended to change the number of adults normally required to provide proper supervision.

**ARTICLE 5. Student Teachers**

It is the policy of the School District to cooperate with teacher training institutions in the training of teachers by providing supervised experiences in the classroom. The assignment of student teachers shall be made through the Office of the Assistant to the Superintendent for Personnel. At no time, however, shall this practice jeopardize the instructional program of the students. The regular teachers shall be responsible for the class at all times. No student teacher is to be placed on a per diem or base pay assignment to cover an extended teacher absence without permission of the Superintendent of Schools and officials from the college which sent the student teacher.

**ARTICLE 6. Hours of Duty**

A. Effective July 1, 2003, all teachers in the District will have a work day of 7 hours and 1 minute. The additional 16 minutes for the Elementary and Middle Schools, added as of July 1, 2003, shall not be additional instruction time.

Members of the professional staff are expected to be available to pupils prior to the opening of school in the morning and following the close of classes at the end of the school day. All duty-building assignments before or after school shall be no more than fifteen (15) minutes in duration. Teachers are expected to notify their building principal in the event that special circumstances require their leaving or arriving outside of the prescribed times. The assignment of the additional 45 minutes of the work day which was added in the 1992-93 contract, shall be
by the School District after consultation between the Superintendent of Schools and a committee of teachers and appropriate administrators of each building as to the assignments of that building. The assignment of such time may be changed by the District in any subsequent school year after similar consultation. Article 36 shall not apply to such assignment changes. Notwithstanding, teachers in the Middle School and High School shall not be required to teach more than 5 regular classes daily.

B. However, recognizing that teaching imposes responsibilities beyond the specific hours of classroom instruction by the routines of the educational program, professional personnel will be involved in other activities such as: conferring with students, parents or other interested parties, attending teacher-supervisor conferences, disciplining students when necessary, providing extra help to students, attending curriculum or level meetings related to the educational program of the District and the school, and attending periodic faculty meetings and parent meetings. (Article 37)

C. Elementary School teachers shall be relieved of student supervision for one-half (1/2) day on the first day of student attendance in September and for one-half (1/2) day on the next to the last day of student attendance in June. The time so provided shall be used by said teachers to perform non-instructional responsibilities in connection with their assignments.

D. Middle School teachers shall be relieved of student supervision for two (2) half-days during the last week of school in June, prior to the last day of the school calendar, for completing end of year activities.

ARTICLE 7. Teacher Salaries

A. The professional salary schedules shall apply to all classroom teachers and other special teachers whose names appear on the official payroll of the District. (Appendices C, D, E, F.)

B. Members of the Glen Cove Teachers' Association have the option of being paid 21 or 25
times per school year (25 meaning 4 checks will be held until the last pay date in June). Teachers may change the option only in June of each year for the payrolls beginning the following September. The calendar of pay dates shall be prepared and distributed to the professional staff on or before the opening date of the school year.

C. The District agrees to deduct from the salaries of teachers dues for the Association and make such other deductions as the Association and the District agree upon, provided said teachers individually and voluntarily authorize the District to deduct and to transmit. The teacher's authorization shall be in writing. The Association shall certify to the Business Administrator, in writing, the current rate of its membership dues. Should the Association change the rate of its membership dues, it will give the District thirty (30) days written notice prior to the effective date of such change. Deductions referred to will be made in ten (10) installments, beginning with the last payroll in October. The District will not be required to honor the deduction unless a complete alphabetical listing with accompanying signed authorizations is delivered to the Business Office in writing not later than thirty (30) days prior to the distribution of the payroll from which the deduction is to be made. Dues deducted will be remitted to the Association the following month. The District will transmit to the Association a list of those employed who have voluntarily authorized the District to deduct dues along with the first installment check. Any teacher desiring to have the District discontinue deductions previously authorized must notify the District and the Association, in writing, by September 10 of each year for the ensuing school year's dues.

D. Agency Shop – The District shall deduct an agency service fee from the salary of all employees in the bargaining unit who are not members of the Association. A complete alphabetical listing of those employees who are not members of the Association will be delivered
to the Business Office not later than thirty (30) days prior to the payroll from which the first
deductions are to be made. Agency shop deductions will be made in ten (10) equal installments
beginning with the last payroll in October for employees reporting for work at the beginning of
the fall school term or within thirty (30) days after beginning employment for pertinent
employees whose services began after the opening of the fall school term. For those employees
who commenced employment after the beginning of the school year, deductions shall be made
on a pro rata basis. The agency fee deduction is to be made in the same manner as the member
dues deductions and will be transmitted to the Association in the same manner as authorized
dues deductions after the District receives from the Association an acceptable save harmless
letter.

E. Teachers shall be permitted to authorize deduction from salaries for savings or loan
payments to the Nassau County Educators Federal Credit Union.

F. Notwithstanding that there are semi-annual salary schedules, vertical increment shall be
paid as per past practice.

ARTICLE 8. Attendance Teachers

The attendance teachers shall have the use of a secretary from the secretarial pool
maintained at the office.

ARTICLE 9. Voluntary Mentoring Program

The purpose of the mentoring program shall be to provide support for new teachers in the
classroom teaching service in order to ease the transition from teacher preparation to practice,
thereby increasing retention of teachers in the public schools, and to increase the skills of new
teachers in order to improve student achievement in accordance with the State learning
standards. The following guidelines will assist the District in working toward this goal.
A. All full time teachers who are hired new to the Glen Cove School District (GCSD), who hold an initial certification, shall be assigned a mentor for the first year of their employment. Every attempt will be made to provide a mentor from the current GCTA membership. If unavailable, the District will seek to engage a mentor through other means (e.g., retired teachers, BOCES, SCOPE). Mentors may be assigned to teachers in their first year of employment who hold a provisional certificate or who are working less than 1.0 F.T.E. at the sole discretion of the District.

B. Mentors will be chosen on a voluntary basis by the GCSD administration. Generally mentors will be limited to tenured teachers with a minimum of three (3) years of teaching experience. Positions shall be posted indicating grade level and/or subject area needed. The stipend for each mentor shall be $500 per semester or $1,000 per school year. The foregoing stipends will be increased as follows:

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C. Whenever possible mentors and mentees will be in the same building and will teach the same grade level or subject. When volunteers are not available in the same subject area or grade level, teachers from the same building may be assigned. In the event that a suitable mentor is not available in the same building, every attempt will be made to assign a mentor from another building. If a District teacher is not available, the District will seek to employ a mentor by other means (e.g., retired teacher, BOCES, SCOPE).

D. Training for the mentor shall be provided annually. The preparation of mentors may
include, but shall not be limited to, the study of theory of adult learning, the theory of teacher
development, the elements of a mentoring relationship, peer coaching techniques and time
management methodology.

E. Mentors will be required to do the following:

- attend and actively participate in the annual mentor training session in August, during one day of the new teacher orientation week to participate in mentor training and/or to work with the assigned mentee

- spend a minimum of 40-45 minutes per week (as per scheduled period at building to which the mentor is assigned) with mentees; such time shall include the time necessary to complete classroom/lesson observations by mentor/mentee, model teach, assist with lesson/unit plans, orient mentee to the school/district practices, procedures and culture

- maintain a log of meetings, to include the name of the professional certificate holder, his/her teacher certification identification number, the title of the program, the meeting dates, times, locations and topics discussed; the log shall be submitted to the Assistant to the Superintendent for Personnel at the end of the school year; the contents of this log will not be used for evaluation purposes

- two-way classroom visitations will occur every two (2) weeks during instructional periods; substitute coverage will be provided; one visitation shall occur every two (2) weeks

- meetings between the mentor and mentee shall be arranged by mutual agreement of both parties

- submit the log to Assistant to the Superintendent for Personnel in June for review
and approval of stipend (Note: review and evaluation of log contents shall not be used for evaluative purposes or included in mentor's annual evaluation)

- quarterly meetings will be scheduled among the mentor, mentee and principal/coordinator for the purpose of ensuring that an effective mentorship program is in place; confidential information shared between the mentor and mentee shall be respected and shall not be a part of the discussions during these meetings

F. At the request of the mentor, mentee or principal/coordinator, any requests for specific mentor/mentee re-assignments will be reviewed by the Assistant to the Superintendent for Personnel; if a reassignment occurs, the stipend will be pro-rated.

The mentor/mentee relationship is a confidential advisory support relationship. The role of the mentor shall not be construed as limiting or supplementing the authority of any school administrator to supervise or evaluate the teacher’s performance. The information obtained by a mentor through interaction with the mentee while engaged in the mentoring activities of the program shall not be used for evaluating or disciplining the new teacher unless withholding such information poses a danger to the life, health, or safety of an individual, including but not limited to students and staff of the school; or unless such information indicates that the new teacher has been convicted of a crime, or has committed an act which raised a reasonable question as to the new teacher's moral character. The mentor will not do formal observations and will not be asked for input into evaluations.

This program will be evaluated on an annual basis by the participants, the administration and the GCTA.
ARTICLE 10. Health and Dental Insurance

These plans are available to any full-time employee of the District. Part-time employees must meet specific requirements of the plan as stated in the current manuals.

A. Health Insurance

The District has agreed to provide health care insurance as a participating municipality in the NYSHIP program provided by the State of New York. This current plan is the NYSHIP Empire Core Plus Enhancement Plan. Effective July 1, 2008, unit members will contribute sixteen percent (16%) toward the cost of health insurance premium if enrolled in the District’s health insurance plan (individual, family or domestic partner). Effective July 1, 2009, unit members will contribute eighteen percent (18%) toward the cost of health insurance premium if enrolled in the District’s health insurance plan (individual, family or domestic partner). Effective July 1, 2010, unit members will contribute twenty percent (20%) toward the cost of health insurance premium if enrolled in the District’s health insurance plan (individual, family or domestic partner). The District shall establish an Internal Revenue Code Section 125 salary reduction plan for employee participation. Unit members also have the choice of HIP or GHI, the cost difference to be paid by the employee if greater than the premium cost of the Empire Plan.

Any employee who is entitled to family health coverage under the District’s plan, and who is covered by an insurance plan of a spouse, may voluntarily forego all coverage under the District plan and, at the end of each full year, shall be paid forty percent (40%) of the premium savings realized by the School District.
An employee may resume District coverage at any time in accordance with the requirements of the insurance carrier.

B. **Retirees’ Health Insurance**

To be eligible for health insurance benefits in retirement, an employee must have completed at least ten (10) years of service in the District and have retired under the New York State Teachers’ Retirement System. The District agrees to continue through retirement the same level of employer contribution which is paid during the employee’s active service. For employees who retire during the 2007-2008 academic year, the District agrees to pay eighty-five percent (85%) of the employee’s health insurance premium during retirement. For employees who retire during the 2008-2009 academic year, the District agrees to pay eighty-four percent (84%) of the employee’s health insurance premium during retirement. For employees who retire during the 2009-2010 academic year, the District agrees to pay eighty-two percent (82%) of the employee’s health insurance premium during retirement. For employees who retire during the 2010-2011 academic year, the District agrees to pay eighty percent (80%) of the employee’s health insurance premium during retirement. The District will execute an individual contract with the employee upon retirement to memorialize this benefit. (Appendix B – Retiree Health Insurance)

C. The District will establish appropriate IRS Section 125 salary reduction plans for unreimbursed medical expenses, dependent care expenses, vision and prescription drug expenses and any other expenses permitted by law to be included in a Section 125 plan.

D. **Dental Insurance**

The District shall provide dental insurance coverage. For the term of this Agreement, the District agrees to contribute $62.00 per month per member for either individual or family
ARTICLE 11. Home Instruction, Private Tutoring and Voluntary Academic Intervention Services Classes

A. Home Instruction

Home Instruction for resident public and non-public students who are unable to attend regular school for reasons of health and/or physical handicap may be undertaken by members of the District professional staff on a fee basis paid by the District. (Appendix F.)

B. Private Tutoring

1. During the school year, a teacher may not serve as a private tutor to a student enrolled in the teacher’s class in subject matter related to that course. Private lessons in art and music are exceptions to this rule.

2. Private tutoring by a full-time Glen Cove teacher may not be done during the hours of the school day as defined by contract.

3. Private tutoring may not take place within any School District building or on District property.

4. The District is not responsible for the tutoring, does not supervise the tutors and will not be liable in the event that the parent and/or student finds the tutoring services to be unsatisfactory.

C. Voluntary Academic Intervention Services Classes

1. Posting - All available VAISC positions shall be conspicuously posted at least two (2) weeks prior to the commencement program. The positions shall be filled from a pool of voluntary candidates. Teachers will not be required to participate in the program. All terms and conditions of the position(s) shall be included in the posting, including but not limited to: duration, location, subject(s) and compensation.
2. **Evaluation** - Teacher's performance in the VAISC program may be used as a basis for future appointments to VAISC work. It will not become part of the teacher's overall annual evaluation.

3. **Student Load** - The number of students per VAISC session shall not exceed twelve (12). All students shall be selected through standard assessment performance.

4. **Compensation** - As per Appendix F.

**ARTICLE 12. Attendance at Conference**

A. Approval for conference attendance at School District expense shall be based primarily upon benefits which may accrue to the public education in the District as a result of the individual’s attendance. A special form is available through the principal’s office to initiate the request.

B. Transportation via common carrier shall be by the most direct route from Glen Cove to the conference destination. Advantage must be taken of the round-trip fare wherever possible. The reimbursable fare must not exceed regular coach fare, except where night travel is involved in which case Pullman sleeper may be used. Compensation for travel by personal car will be the maximum amount allowed by Federal law, plus tolls and parking charges. Plane travel will be allowed when it is to the advantage of the District.

C. Reimbursement will be made for travel (by train or car) for approved conference attendance and meal expenses for conferences held in New York City; hotel expenses will not be reimbursed except with the approval of the Superintendent.

D. All conference registration fees will be reimbursed.

E. Persons attending such conferences shall submit a written report thereon to the Superintendent as specified in the initial request form.
ARTICLE 13. Physical Examination

A. Every prospective employee of the District shall be required to have a physical examination as a condition of initial employment and every person employed by the District shall have a physical examination every three (3) years thereafter. Such examinations shall normally be accomplished by September 1 of the year in question. In the case of new employees, such examinations shall be accomplished by September 15 or within thirty (30) days of appointment if it occurs after the beginning of the school year. This examination shall include the results of a chest x-ray or Tine test which may have been taken within the previous six (6) months.

B. A statement attesting to a prospective employee’s condition of health shall be requested as part of the application procedure. Evidence of the bona fide physical examination given within a sixty (60) day period preceding employment shall be acceptable for purposes of this policy.

C. The District’s physical examination report forms which implement this policy shall be used.

D. The District reserves the right to have the school physician examine any employee in the District at its discretion.

E. The cost of physical examination, including fees for laboratory tests listed on the form, if done by the school physician will be borne by the District; if done by a personal physician, such costs will be borne by the individual. All costs of initial examinations of a new teacher will be borne by the teacher.

F. Records of such examinations will be kept in proper and confidential form in the school medical records office, and a certificate of health examination will be filed with the Assistant
ARTICLE 14. Absences

A. Period of Employment

The school year for licensed professional employees is from September 1 through June 30 which, for computational purposes, is set by the Commissioner of Education at two hundred (200) days.

B. Sick Leave

1. All professional personnel are allowed sick leave as prescribed below. For purposes of clarity, this regulation became effective July 1, 1981 superseding prior sick leave regulations. The school year is that period from September 1 through June 30 inclusive.

2. All professional personnel shall be entitled to the sick leave accumulation earned prior to July 1, 1981 which is now contained on the payroll record for each individual.

3. There will be an allowance of fifteen (15) days sick leave accruing at the beginning of each year of employment* and employees may use up to eight (8) of their personal sick days for family illness annually, with a total maximum accumulation of two hundred (200) days to be the maximum sick leave that can be accumulated and retained.

*Except as to probationary teachers for whom there will be an allowance of ten (10) days sick leave per year during the probationary years. However, upon becoming tenured, the probationary teacher will receive five (5) days per year not initially allowed to him/her for each probationary year. This will be credited to such teacher in the same fashion as sick leave granted to tenured teachers. If an employee during the probationary period suffers an incapacity by sickness or accident and has used up all accrued sick leave, said employee may request the District, after verification of the employee’s incapacity by a physician selected by the District, or any other corroboration that the District may require, to grant such teacher the five (5) days additional sick leave withheld for each year of service during the probationary period.

4. The annual sick leave allowance shall be credited to the account of each professional employee on July 1, except in the case of a teacher commencing employment with
the District whose account shall be credited on September 1 of the first year of employment. No sick leave credits may be earned during summer month employment (July or August) in the District. Those who begin their professional service during the school year shall be credited at the rate of one day per month for each of the remaining months of the school year.

5. Sick leave is hereby defined to mean absence of the employee from duty because of personal disability due to illness or injury, or exclusion by school physician, or on account of a contagious disease or being quarantined by such disease in his/her immediate family. A physician’s certificate may be required at the discretion of the Assistant to the Superintendent for Personnel when absences exceed two (2) consecutive school days.

6. Teachers quarantined to their place of residence because of illness of some member of the household with a contagious disease shall be granted a leave of absence without salary deduction for the duration of the quarantine, or such other period as the school medical inspector shall certify as a requisite or prudent.

7. Professional staff members unable to attend to their school assignment for reasons of illness shall notify their principal or supervisor as promptly as possible, giving some indication of the probable duration of their absence in order that arrangements may be made to secure a substitute.

8. When absence is the result of injury incurred while in the performance of duty, those dates of absence shall not be deducted from the teacher’s cumulative sick leave for a period of two (2) years from the date of initial absence. When a teacher is paid his/her regular salary during the absence caused by injury while in the performance of duty, the District shall be entitled to receive any sums that the teacher shall be entitled to receive as compensation for such absences under the Workers’ Compensation Insurance Law. In the event the District receives
reimbursement under the Workers' Compensation Insurance Law for any period of time subsequent to the two (2) year period, the District shall restore to the teacher's sick leave accumulation the number of days of absence or parts thereof equivalent to the reimbursement (e.g., teacher's average per diem salary equals $100.00 and reimbursement from Workers Compensation for one day is $50.00, one-half day of sick leave shall be restored to the teacher's sick leave accumulation).

9. In all cases of absence, a written report on a form supplied by the District must be filed by the employee with the building principal.

10. If the employee leaves the employment of the Board of Education, he/she loses his/her accumulated sick leave benefits. In case he/she is re-employed by the Board, he/she shall have the same status with reference to sick leave as that possessed by any person employed for the first time. While those employees who may have been granted sick leave, a childcare leave, or a sabbatical leave by the Board of Education may not accumulate sick leave benefits during the period of their absence, the sick leave credited to their account shall carry over until their return to active duty to the District.

C. **Catastrophic Medical Leave**

The District and the Association shall establish a catastrophic medical leave bank for the purpose of providing catastrophic medical leave for unit members. The bank will consist of one day removed from the accumulated allowance of each full-time member of the bargaining unit, and the District shall contribute one day for each day contributed by a unit member. When the catastrophic medical leave bank is exhausted, the parties will replenish the bank by equal contributions from the Association members and the District. For the purposes of mid-year replenishment, the Association will give the District a list of the names of the teachers from
whom this mid-year replenishment will be taken. If the catastrophic medical leave bank contains less than 200 days on June 30 of any given school year, the bank will be replenished in September, less any days contributed by the parties to fund a mid-year replenishment. Members who contributed during a mid-year replenishment will not contribute the following September.

If a full-time teacher’s illness is of a catastrophic nature, a doctor’s certification, as per Appendix K, and FMLA forms must be submitted as soon as possible. Full-time teachers whose cumulative allowance is exhausted by reason of personal illness shall go on catastrophic medical leave at the expiration of cumulative leave as follows and subject to the conditions below:

1. An illness qualifying for use of catastrophic medical leave is defined as an illness of at least thirty (30) consecutive calendar days, is a catastrophic illness or injury requiring hospitalization, institutionalization, confinement to bed or has resulted in the teacher’s complete inability to perform each and every duty of a teacher’s regular occupation.

2. A catastrophic illness must be verified in a written statement by a teacher’s attending physician using the doctor’s certificate in Appendix K. Periodic verification of continuance of need may be requested by the Superintendent from the teacher’s physician.

3. The District’s payment under these provisions will be less any amount received by the employee from Workers’ Compensation, Social Security, for the employee only, or any insurance provided by and paid for in full by the District.

4. In no event shall the employee’s use exceed a lifetime maximum of 180 paid days.

5. The payments are exclusive of July and August.

6. With respect to the amount of entitlement,
(a) full-time teachers with less than three (3) months of service are ineligible for this benefit;

(b) full-time teachers with more than three (3) months of service and less than three (3) years of service in the District are entitled to half (1/2) of the benefit listed in subparagraph (c) below;

(c) full-time teachers with more than three (3) years of service but less than ten (10) years of service in the District are entitled to:

- 1st quarter - full payment
- 2nd quarter - 3/4 payment
- 3rd quarter - 1/2 payment
- 4th quarter - 1/4 payment

(d) full-time teachers with more than ten (10) years but less than twenty (20) years of service in the District are entitled to:

- 1st and 2nd quarters - full payment
- 3rd and 4th quarters - 3/4 payment

(e) full-time teachers with more than twenty (20) years of service in the District are entitled to:

- all quarters - full payment

7. Catastrophic medical leave days shall be deducted from the bank of days proportionate to the leave used by the employee. For example, if an employee is granted fractional payments, only fractional day deductions shall be made from the catastrophic medical leave bank.
8. Any unit member receiving benefits on June 30, 2008 under the extended medical leave provisions of the parties' labor agreement which expired on June 30, 2006, shall continue to receive any benefits previously approved under said labor contract until exhaustion of said prior approved allocation of days.

D. **Illness or Death in Family**

1. In addition to leave for personal illness, the employee will be allowed absence with full pay for serious illness or accident in the immediate family not to exceed eight (8) days annually. Such days, if used, will be deducted from the sick leave allowance provided employees under section “B” above. Individuals belonging to the immediate family are defined as: husband, wife, mother, father, child, sister or brother. A physician’s certificate may be required at the discretion of the Assistant to the Superintendent for Personnel when such family illness absences exceed more than two (2) consecutive school days.

2. In case of death of a member of the immediate family who are defined as husband, wife, mother, father, child, sister, or brother, or death of a father-in-law or mother-in-law, the employee shall be allowed a leave of absence not to exceed five (5) days. This leave is exclusive of allowance for employee’s personal disability and illness, or illness or accident in the immediate family.

3. In case of death of a relative of the second degree – aunt, uncle, niece, nephew, cousin, or in-law – a leave of absence of one (1) day with full pay will be allowed. Effective July 1, 2008, in case of the death of a grandparent, a leave of absence of two (2) days with full pay will be allowed. These leaves are exclusive of the allowances mentioned above.

E. **Other Absences**

1. Two (2) absences (whether for full or part days) shall be allowed for personal
reasons without loss of pay, subject to the approval of the Superintendent. Such reasons might be defined as “legal affairs,” “house closing,” “commencements,” or other ceremonies within the immediate family. This provision is intended to help staff members meet personal emergencies and are in no way to be interpreted as days of absence due the employee. A staff member wishing a personal absence will present the request to his/her building principal on the form mutually approved by the District and the Association as far in advance as possible. Said form, having been approved by the parties, is attached hereto and made part hereof, Appendix I. The principal will forward the request to the Superintendent for approval. The excused absence will then be noted on the payroll as authorized without deduction.

2. a. However, the absences without loss of pay as provided herein shall not be allowed on the day immediately preceding or following the Easter, Spring, Christmas, Winter or Thanksgiving school holidays.

b. Effective July 1, 2008 absences without loss of pay immediately preceding or following the three (3) day weekends of Columbus Day, Veterans Day, Memorial Day, or Martin Luther King Jr. holidays shall be permitted upon the approval of the Superintendent or his/her designee only if a specific reason and documentation of the need for such absence is provided to the administration. The reason and documentation provided by the teacher shall be submitted with the form referred to in subsection 1 of this section. The approval of the Superintendent or his/her designee shall be consistent with the standards for use of such leave time set forth in subsection 1 above. In the event of an emergency, the teacher shall provide the need for personal leave by telephone prior to the absence and
shall thereafter provide the District with documentation.

3. When a staff member receives jury duty orders, he/she should discuss these with his/her building principal as soon as received. District payment to the employee serving on jury duty shall be in effect for the full term of same.

4. Each professional staff member is allowed to take one professional day of visitation per year without loss of pay. Although staff members will make their own specific arrangements, the time and date of such a visit shall be approved by their building principal and the staff member shall make a report of such visitation to the building principal.

5. Religious Holidays. The school calendar will schedule school to be closed for the major religious holidays: Christmas, Good Friday, Yom Kippur, and Rosh Hashanah. Staff members who do take additional religious holidays, except Russian Christmas and Greek Orthodox Easter holiday, may do so but with substitute’s pay deducted.

6. Miscellaneous.
   a. A day’s salary for all teaching personnel shall be defined as 1/200th of annual salary. This percentage is to be used when and if any deductions are to be made for excessive absences.
   b. Records kept in the Personnel Office shall determine the number of accumulated days of sick leave credit. For each absence the teacher shall report the reason thereon on the forms provided for this purpose.

**ARTICLE 15. Childcare**

A. Upon a teacher’s application, a leave of absence without pay for the care of a child shall be granted to the teacher in connection with the birth or adoption of the teacher’s child for a period of up to two (2) years from the birth of the child or from the date when an adoptive child
is placed in the custody of the teacher.

B. In the event that the end of the two (2) year period does not coincide with the commencement date of a school year, the said leave shall be extended to the date of the commencement of the school year immediately following the end of the two (2) year period.

C. Childcare leaves of two (2) years in duration shall only be granted in the event that the teacher requesting the leave shall have been in active service for the full school year preceding the date of commencement of a proposed second or subsequent childcare leave. Service of less than the full school year preceding the date of commencement of the proposed second or subsequent childcare leave shall limit the teacher to a second or subsequent childcare leave of one year rather than two years.

D. The childcare leave may be shortened by the Board of Education upon application of the teacher.

E. The taking of childcare leave shall not prevent or prohibit the teacher from applying sick leave benefits for disability occurring in connection with the birth of a child. However, such period of disability shall not result in extending the length of the childcare leave, as provided in this Article.

**ARTICLE 16. Resignation**

A. A teacher who desires to terminate his/her services to the District at any time shall file a written notice concerning this with the Board of Education at least thirty (30) days prior to date for termination of services desired. This same thirty (30) day rule shall apply to the Board of Education when desiring to terminate the services of a probationary teacher.

B. The foregoing provision applies unless longer notice is required in the employment contract of the teacher.
ARTICLE 17. Morning Exercises

Morning or opening exercises shall be a pledge to the flag and a moment of silent meditation. The National Anthem or other patriotic songs may also be sung at this time.

ARTICLE 18. Policy Regarding School Opening on Stormy Days

A. When weather conditions warrant it, the Superintendent will delay the opening of school until 10:00 a.m. This will be announced over local radio and television stations.

B. In the event that schools do have a late opening, it is expected that all professional personnel will report to school. Failure to report, if road conditions are passable, will result in a salary deduction.

C. If a storm is severe, the Superintendent may decide to close the schools for that day. At the commencement of each school year, the Superintendent’s Office shall provide teachers with a listing of the radio and/or television stations providing school closings during weather emergencies. In the event that such station(s) announce the closing of the District due to weather conditions, teachers and students are not required to report to the schools.

ARTICLE 19. Summer Sabbatical Leave

A. After every seven (7) full years of service in the District a teacher may apply for a summer sabbatical leave of absence for one (1) summer of travel or study, and after every fourteen (14) years two (2) summer travel or study sabbaticals providing there have not been any intervening sabbaticals.

1. Payments for summer travel or study sabbaticals shall be at the percentage increases indicated below for each summer, payable the last school day prior to commencement of the leave.
### School Year Budget Changes

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2. A final report shall be submitted to the Superintendent of Schools within thirty (30) days after returning to school.

B. The request for summer sabbatical leaves must be submitted on the District sabbatical application form not later than four (4) months before the adoption of the budget for the year in which the sabbatical is to be taken. Granting of sabbatical leaves shall be at the discretion of the Board of Education which reserves the right to limit the number of teachers taking a sabbatical leave, but in no event shall the number be less than two (2) summer leaves, providing that number applies.

C. A teacher who has received a sabbatical leave from the District will not continue to hold any other position on the District staff during the sabbatical leave.

D. It is expected that a teacher on sabbatical leave will return to the District after the leave has been completed.

### ARTICLE 20. Leave of Absence

The Board of Education may grant to any tenured teacher leave of absence without pay for sufficient reason not to exceed two (2) years. Application shall be made in writing to the Superintendent.

A. Notification of intent to return shall be made in writing to the Superintendent no later than April 1st of the leave year.

B. Teachers returning after leave of absence shall not suffer any loss of benefits accumulated prior to taking leave.
C. Leave of absence time will not be counted for purposes of advancement on the salary scale or accumulation of sick leave.

D. A person on leave of absence who changes his/her objectives must notify the Board of Education and receive approval in order for his/her leave of absence to continue.

**ARTICLE 21. Military Service**

A. Time for military service will be granted to those teachers for the years they served the U.S. Government after they began teaching.

B. Teachers shall be given full credit for their military service, ordinarily not to include more than four (4) years of experience, or provided that such service has not already been credited as experience and recompensed by an adjustment on the salary steps. All service is to be applied for and proven by the candidate before acceptance by the Board of Education.

C. Teachers who leave the District for military service and who return to the District shall be given full credit for teacher service in the District for the duration of such duty.

**ARTICLE 22. Physical Restraint of Students**

A. Physical restraint may be used by professional staff members as a final resort to restrain and correct students as well as for the purpose of protecting public property. When possible such restraint is to be used in the presence of a fellow employee.

B. Whenever a professional employee has used physical restraint, an administrator should be apprised of the circumstances as soon as possible and a complete written report prepared as a matter of record. At NO TIME may a professional employee hit a student around the face or head; strike in anger; kick a student; or use any implement to inflict punishment.

C. Professional employees have the right to defend themselves if attacked by a student.
ARTICLE 23. Certification

A. All teachers employed in the District must be certified by the New York State Department of Education; or be eligible for certification upon application to the Department.

B. Meeting Department certification requirements are the responsibility of the staff member. Also, staff members have a responsibility to keep their individual personnel records in the Superintendent’s Office up-to-date.

ARTICLE 24. Tax Sheltered Annuities

The Board of Education by resolution adopted at a Special Meeting on April 8, 1968, approved entering into salary reduction agreements with its employees for the purpose of purchasing tax sheltered annuities. New enrollments are permitted any time throughout the school year. Changes in the amounts with existing companies may be in October and February in each school year.

ARTICLE 25. Positions in Summer and Evening School

A. All openings for summer school positions and evening school positions, which are not funded to a major extent by contributions made to the District from private sources for that purpose, shall be adequately publicized in each school building as early as possible and teachers who have applied for such positions shall be notified of the action taken regarding their application as early as possible.

B. Positions in the District summer school and evening school shall, to the extent possible, be filled first by regularly appointed teachers in the District school system.

C. Once a teacher is notified of his/her acceptance for summer school employment, he/she shall be employed in a professional capacity for the period specified at the agreed compensation assuming that sufficient students enroll in the teacher’s subject area to warrant employment.
D. A teacher who has served in the summer school and has met performance standards set by the principal shall be given first consideration for reemployment the following summer, if the position is needed.

**ARTICLE 26. Training and Experience Credit**

A. The Board of Education reserves the right to place teachers coming into the system for the first time at the place on the schedule which is commensurate with their preparations, experience, and potential and value to the educational program.

B. A teacher whose application for approval of courses taken for salary credit which is denied shall be given the reasons for the denial. The Superintendent of Schools shall establish criteria for the approval of courses no later than April 1, 1992. Such criteria may be amended or modified by the Superintendent, but any such change shall be prospective in nature.

C. Effective July 1, 2008, teachers shall be permitted to move only one (1) salary column per year. Nothing herein contained shall prohibit a teacher from acquiring, during any school year, greater than the fifteen credits required for column movement, subject to the approval of the course for use as credit towards salary column movement, as provided in this Article and as set forth on the salary schedules attached hereto. Approved courses exceeding the amount required for one column movement may be used in a subsequent salary column movement.

D. One credit of in-service coursework shall be based upon fifteen (15) hours of in-service instruction for use in column movement.
ARTICLE 27. Section 204-a of Article 14 of the Civil Service Law (Taylor Law):

"Agreements between public employer and employee organizations.

A. Any written agreement between a public employer and an employee organization determining the terms and conditions of employment of public employees shall contain the following notice in type not smaller than the largest type used elsewhere in such agreement.

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 THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

B. Every employee organization submitting such a written agreement to its members for ratification shall publish such notice, include such notice in the documents accompanying such submission and shall read it aloud at any membership meeting called to consider such ratification.

C. Within sixty (60) days after the effective date of this act, a copy of this section shall be furnished by the chief fiscal officer of each public employer to each public employee. Each public employee employed thereafter shall, upon such employment be furnished with a copy of the provisions of this section."

ARTICLE 28. Faculty/Department/Grade Meetings

Effective July 1, 2008, faculty, department, and grade level meetings and/or professional development programs shall be held on the first and third Wednesday of each month for no longer than two (2) hours in duration measured from the end of the school day. However, the first meeting or program in September of a school year shall not be greater than one (1) hour in duration. (During any school year, the total number of hours for such meetings and/or programs shall not exceed thirty [30]). An agenda for such meetings or programs will be prepared at least
two (2) days in advance of the meeting or program and will be distributed to staff. The administration will provide its teaching staff with a calendar identifying the dates of said meetings and/or programs by June 1st of the previous school year. The calendar shall identify the length of time for the meeting or program on the specific dates identified. (For the 2008-2009 school year only, the aforesaid calendar will be provided on or before September 15, 2008.) In the event the first or third Wednesday falls before or on a holiday, the District, with due notice and upon consultation with the Association, shall choose an alternative Wednesday. Dates and program duration shall be consistent throughout the District.

ARTICLE 29. Principal-Building Representative Meetings

The Principal of each building shall meet with the Association Building Representative(s) once each month concerning working conditions in the building.

ARTICLE 30. Association Rights

A. Duty time will be eliminated for Association officers.

B. Effective September 1, 2008, the Association President’s schedule will consist of four (4) teaching periods and no duty assignment. If the Association chooses to have additional release time for its President under this Article, the Association shall pay the District the sum of one-fifth (1/5th) of the salary at Masters +30 for Step 12. The Association will notify the District by June 30th of the prior academic year if the additional release time will be utilized. Payments by the Association will be on the first of the month commencing in October and concluding July 1st. Release time is in the amount of one (1) teaching period per day, as defined by the length of a preparation period in the school in which the Association President is assigned. Such preparation period shall be not less than forty (40) nor more than forty-five (45) minutes. Should the Association President be an Elementary teacher, the parties will meet to discuss
implementation of equal release time.

C. The Association shall be allowed to install and maintain a telephone at the Association’s expense.

D. The District agrees to schedule the classes of the GCTA President (currently four classes) during the first five periods of the school day for the purpose of addressing union issues.

E. The parties agree that the President must be attending to union matters only, during the remainder of the school day.

F. In the event that the GCTA President wishes to modify his/her teaching schedule, this will be addressed no later than June 30th of the preceding school year through consultation with the Assistant to the Superintendent for Personnel.

ARTICLE 31. Settlement of Disputes

Step 1.

a. Any dispute under this Agreement between a teacher, teachers, the Association, and the District shall be settled in the first instance by the parties involved with the local school principal. A grievance submitted to the principal in writing shall be answered by the principal in writing within one (1) week from the time the grievance was received by the principal.

b. No grievance shall be filed later than thirty (30) days after the event constituting the alleged violation became knowable to the grievant.

Step 2.

a. In the event that the grievance is not adjusted under Step 1, the teacher or the Association through its Grievance Committee at the teacher’s request may within two (2) weeks from the date of the written answer take up such grievance with the Superintendent.

b. Association-District grievances under this Agreement may be entered in writing
in Step 2.

c. The Superintendent or the Association, as the case may be, after formal hearing where requested, at which the teacher and his/her representative may appear and present oral and written statement or arguments, shall answer in writing within two (2) weeks of receipt of the grievance or two (2) weeks of the hearing, if later.

Step 3.

a. A dispute which is not adjusted under Step 2 may, at the request of either party within two (2) weeks of the Step 2 answer, be promptly submitted to arbitration. The party initiating the grievance shall request the New York State PERB to submit a panel of Arbitrators. From this panel, the parties shall mutually agree upon a single Arbitrator for purposes of hearing and making recommendations to the Board of Education. In the event that the parties shall be unable to select an Arbitrator from the panel submitted by the New York State PERB, they shall request PERB to select an Arbitrator and such selection shall be binding upon the parties.

b. A dispute arising under any term of this Agreement involving District policy or discretion may be submitted to arbitration only on the question whether the District policy was disregarded, or was applied in so discriminatory, arbitrary or capricious a manner as to constitute an abuse of discretion.

c. The District and the Association shall bear equally the Arbitrator’s fees and other expenses, exclusive of attorney’s fees, incidental to the proceedings.

d. The award of the Arbitrator shall be final and binding upon the parties. The Arbitrator shall send a copy of his/her report to the Association and the Superintendent.
ARTICLE 32. Terminal Pay

A. Retirement Incentive

Effective June 1, 1992 until June 29, 2008, any teacher who retires in the first year of eligibility, shall be paid for sixty (60%) percent of the teacher's accumulated sick leave, not to exceed two hundred (200) days. Eligibility for retirement shall be defined as the first year that the teacher is eligible to retire without penalty under the New York State Teachers' Retirement System. In order to be eligible for this benefit, a teacher must have been employed for at least fifteen (15) years by the Glen Cove School District at the time of retirement.

Effective July 1, 1999, eligibility for a retirement incentive will require a teacher to submit an irrevocable letter of resignation by March 1st of the school year in which such retirement is to be effective.

B. Attendance Incentive

A teacher who has not taken advantage of the retirement incentive provided by this Agreement may be eligible for an attendance incentive. A teacher who retires with an accumulation of two hundred (200) sick days shall be eligible for the attendance incentive. In order to determine eligibility, a teacher with less than two hundred (200) accumulated sick days may add in the number of sick days used in the teacher's worst year of attendance, solely for the purpose of determining eligibility. Those days so added shall not be for compensation. A teacher who qualifies for this incentive shall be paid thirty percent (30%) of the accumulated sick days up to two hundred (200) days.

A teacher retiring at the conclusion of the 1997-98 school year and thereafter absent for fifteen (15) days or less during the last five (5) school years of employment shall receive an
additional twenty percent (20%); fifteen percent (15%) additional if absent twenty (20) or less
days; ten percent (10%) additional if absent twenty-five (25) or less days.

Teachers' absences from school for field trips, jury duty, death in the immediate family,
subpoena, military service, approved unpaid leaves of absence, approved conferences, and other
District required absences shall not be considered as absences for this benefit.

C. **403-b**

Effective June 30, 2008, any teacher, in the first year of eligibility, who provides a
written irrevocable letter of resignation for the purposes of ordinary service retirement no later
than March 1st of the school year of such retirement, shall receive a Retirement Incentive. A
non-elective, non-discretionary employer contribution in an amount equal to sixty (60%) percent
of the teacher's non-discretionary accumulated sick leave, not to exceed 200 days, shall be
deposited to the account established under Section 403b of the Internal Revenue code of 1986, as
amended (the "Code") of such eligible retiring teacher upon the terms and conditions of this
paragraph. Should an eligible retiring teacher elect the Attendance Incentive, as set forth above,
a non-elective, non-discretionary employer contribution, as herein above described, shall be
deposited to the account established under the Code of such eligible retiring teacher.

Following Board of Education acceptance of the resignation, and prior to making of the
contribution, the teacher shall provide the District with a copy of his/her application to the New
York State Teachers Retirement System ("TRS") for retirement.

No later than thirty (30) days after the effective date of the teacher's retirement, the
District shall make an employer non-elective, non-discretionary contribution of the Retirement
Incentive or the Attendance Incentive to the Code Section 403(b) account of the eligible retiring
teacher in an amount up to the limitations of Code Section 415 as applicable to Code Section
403(b) plans under Code Section 403(b)(1) and 403(b)(3) for the year in which such contribution is made. If any portion of the Retirement Incentive or the Attendance Incentive remains after the District (employer) non-elective, non-discretionary contribution, the remaining balance, if any, shall be paid to the eligible retiring teacher as compensation in a lump sum no later than thirty (30) days of the effective date of retirement. Under no circumstances, other than as specifically provided herein, shall any retiring teacher or his or her estate, be entitled to receive the Retirement Incentive or Attendance Incentive in cash and the right to receive such benefit shall be governed by the terms and conditions of this paragraph.

The non-elective employer contributions, as specified above, shall be contributed to such Code Section 403(b) account as may be selected by an eligible retiring teacher to receive employer contributions pursuant to all of the terms specified herein. If a teacher does not designate a Code Section 403(b) account or if the account so designated will not accept an employer non-elective contribution for any reason, then the District shall deposit the contribution, in the name of the eligible retiring teacher, into an account established with a Code Section 403(b) provider that will accept such contribution. Each eligible teacher or retired teacher shall notify the District in writing of the total elective contributions, if any, made by such individual to any Code Section 403(b) account, other than with respect to contributions made as an employee or former employee of the District, for any plan year in which a District contribution is to be made. Such notification shall be provided no later than thirty (30) days prior to the required date of contribution.

The Association acknowledges that the District has made no representation to the Association or its members as to the position of the Internal Revenue Service (IRS) or the Courts regarding the taxability or tax-deferred nature of the non-elective employer contribution

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provided hereunder or as to the position of the TRS regarding whether these contributions will be included in the member’s final average salary (FAS). The District shall fulfill any applicable legal obligations in processing and reporting these contributions to the TRS. In this regard, the Association and its members shall be responsible for their own liabilities to the extent that the Internal Revenue Service, the Courts or the TRS either re-characterizes or denies the intended treatment or characterization of the contribution and further, shall hold the District harmless if either of such events shall occur.

**ARTICLE 33. Job Security**

In the event it becomes necessary to abolish a position held by a tenured teacher, so far as the law permits, the District agrees:

1. to give to an excessed teacher who is certified in another tenure area priority for a vacancy that occurs in that area;

2. to allow an excessed teacher the opportunity to seek certification in another tenure area and to give that teacher priority for a vacancy that occurs provided certification is achieved within eighteen (18) months from the date of being excessed.

The excessed teacher will be given first priority for substitute assignments for which compensation will be paid at the rate of 1/200th of his/her appropriate salary and step for each day employed up to a maximum of Step 4 of the M.A. schedule.

Tenured teachers whose positions are to be abolished are to be notified by June 1.

Probationary teachers whose positions are abolished will be given serious consideration for any vacancy for which they are certified.

**ARTICLE 34. New Programs**

In the event the District seeks to inaugurate a new educational program of any kind, it
shall be preceded by the dissemination of all available information to the teachers of the building who are affected by the program and then followed by a meeting of those affected teachers. When the number of affected teachers in an Elementary School building is two (2) or less, the teachers of the contiguous grades shall be considered as the “affected teachers.” Such meeting shall be held within two (2) weeks of the dissemination of the information. The program shall not be instituted until the aforesaid has been completed so that the affected teachers can make their recommendations to the staff of the building and to the Administration. The ultimate decision to institute the program shall be made by the Administration.

**ARTICLE 35. Calendar**

The school calendar (Appendix G) shall consist of 184 days. Attached is the calendar for 2006-2007. The calendar will be negotiated for 2007-2008.

**ARTICLE 36. Status Quo Provision**

It is agreed that all conditions of employment that presently exist shall remain in full force and effect except as changed by this Agreement. This provision shall not be interpreted or applied in any manner which will in any way deprive teachers, the Association or the District of any rights or advantages heretofore enjoyed.

**ARTICLE 37. Parent-Teacher Conferences**

In the elementary schools and the middle school, there shall be one (1) evening parent-teacher conference during the fall semester and one (1) parent-teacher conference during the spring semester, replacing one (1) afternoon conference in each of the fall and spring semesters. The duration of each such conference shall be from 7:00 pm to 9:00 pm.

Effective July 1, 1999 there shall be one parent-teacher evening conference at the High School.
ARTICLE 38. Teaching by Administrators

The administrative staff may be assigned teaching periods by the Superintendent of Schools at his/her sole discretion. However, in no event may the totality of the teaching periods so assigned, including those which the Superintendent may teach, be more than ten (10) periods per week.

ARTICLE 39. Coaches

A. A committee consisting of the Superintendent of Schools, the District Athletic Director and two (2) coaches employed as teachers in the District who shall be selected by the Superintendent of Schools shall establish qualifications for each coaching position. Coaching vacancies shall be filled by appointment of applicants who meet the qualifications established. Preference shall be given to applicants who are teachers in the District.

Coaching positions shall not be filled by a person employed in the District who is not covered by this Agreement.

B. Present incumbent coaches who have been appointed to a coaching position prior to July 1, 2008, and who meet the qualifications shall be retained in their positions. A teacher appointed as a coach between July 1, 1987 and June 30, 2008 shall not be included as a "present incumbent coach" until the teacher completes three (3) consecutive years of coaching the sport plus ten (10) business days after the close of the season of the third (3rd) consecutive year.

C. A unit member newly appointed to a coaching position after July 1, 2008, will be retained under the following conditions:

Present incumbent coaches who are qualified and receive a satisfactory or better evaluation shall be retained in their position for the following season. (The Evaluation, attached hereto as Appendix A-4, shall include but shall not be limited to direct observation of the
Any coach receiving an overall coaching evaluation of unsatisfactory for a coaching assignment will meet with the Director of Athletics to jointly develop a Teacher Improvement Plan (hereinafter “TIP”) for coaching this position. The unit member will be retained in his/her coaching position in this sport for the next season and will be supported by administration in implementing the agreed upon TIP. If after the subsequent season coaching the same sport the unit member receives an overall coaching evaluation of unsatisfactory for the sport, he/she may be denied the opportunity to continue to coach the sport by the Board of Education, based upon the recommendation of the Superintendent of Schools or his/her designee. An unsatisfactory evaluation of a coach for one coaching position in the District will not negatively impact his/her right to pursue a different coaching position in the District. An incumbent coach who has been denied reappointment to a subsequent coaching position may apply for the same position in the future and be hired at the discretion of the Board of Education, based upon the recommendation of the Superintendent of Schools or his/her designee.

D. Coaching stipends shall be increased as indicated in the attached Appendix D, effective July 1, 2008. Thereafter, the 2009-2010 and 2010-2011 base salary percentage increases shall apply.

**ARTICLE 40. Duration**

A. The provisions of this Agreement, except as otherwise herein provided, shall be effective as of July 1, 2006 and shall continue in full force and effect until June 30, 2011. The Board of Education and the Teachers’ Association agree that it is the intention of the parties that the policies set forth in this Agreement shall govern their relations during the term thereof.

B. As the Board of Education is charged by law with final responsibility and authority in the conduct of its affairs, this Agreement shall not be interpreted in any way to constitute an
unlawful delegation of its authority.

C. It is mutually understood and agreed by the parties to this Agreement that the provisions of Chapter 392 of the Laws of 1967 known as Public Employee's Fair Employment Act are incorporated by reference in this Agreement and take precedence in the event of any conflict with the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this ___ day of ________, 2012.

GLEN COVE TEACHERS' ASSOCIATION

BY: ______________________________
   Karen Ferguson, President

GLEN COVE CITY SCHOOL DISTRICT

BY: ______________________________
   Dr. Joseph A. Laria, Superintendent of Schools
APPENDIX A

ANNUAL EVALUATION PROCESS

1. Procedure: To provide an insightful, comprehensive, and goal oriented annual evaluation, the report will reflect a teacher's total performance. In preparation for the annual evaluation conference, the teacher will be requested to submit an outline of his/her accomplishments utilizing the headings below as a guide.

2. Annual Conference: Prior to the written annual evaluation, the teacher will meet with his/her immediate supervisor to discuss the teacher's performance throughout the year.

3. Format of Annual Evaluation: In general, the annual evaluation will include five key elements. These elements are:

   - Factual Data – This paragraph will refer to years of experience, subjects/grade levels taught, and a general description of the person being evaluated. Attendance and personal characteristics will be included. This paragraph will provide a general, overall description of the teacher.

   - Instructional Strengths and Weaknesses – This section of the evaluation will deal solely with the teacher's classroom performance. Specifically, it will reflect the teacher's abilities in the classroom including instructional methodologies utilized. It will summarize observations, lesson plan reviews, and the implementation of instructional strategies. The teacher's instructional strengths will be clearly delineated as well as any instructional area that needs improvement.

   - Extra-Curricular Activities – This paragraph will reflect the teacher's contribution to the school activity programs, including but not limited to extracurricular clubs, involvement in coaching, extra help sessions, any after school activity, and supervision, where applicable.

   - Professional Growth and Development – This section will reflect college preparation, in-service, course work, seminars, peer observations and conferences attended. If the teacher was a presenter at any seminars or workshop, it will be included in this section. Additionally, this section will also reflect committee work, participation in departmental or school wide activities, as well as membership and attendance at professional organizations.

   Summary – The closing paragraph will provide an overall rating for the year: excellent, very good, good, satisfactory, or unsatisfactory. The rating will be commensurate with the areas that are being evaluated.

   The annual evaluation will be given to the teacher by June 20th.
APPENDIX A-1

ANNUAL PROFESSIONAL PERFORMANCE REVIEW PLAN

I. Purpose: The purpose of this plan is to fulfill the requirements of the Regulations of the Commissioner of Education pursuant to sections: 101, 207, 215 and 305 of the Education Law aimed at the establishment of an Annual Professional Performance Review Plan. The Glen Cove Board of Education shall ensure that the performance of all teachers providing services is reviewed annually. The Superintendent of Schools, in collaboration with teachers and administrators, with the advice of their respective peers, has developed this Professional Performance Review Plan which has been approved by the Glen Cove Board of Education, filed in the Superintendent's office, and is available for review by any individual.

The Annual Professional Performance Review plan grows out of a philosophy that quality observation, feedback and analysis lead to self-reflection on the part of the teacher which ultimately results in the professional growth and development of that teacher. The primary purposes of performance review, therefore, are the following:

a) validating the teacher's effectiveness in a credible and sustaining manner;
b) helping the teacher to think about, plan, and fulfill self-set and collaboratively-set instructional and curricular goals;
c) stimulating and stretching the teacher's thinking about his/her own instructional decision making; and
d) facilitating the teacher's analysis and solution of classroom problems.

The key ingredient toward fulfilling these goals is the successful stimulation of a self-reflective process.

II. Content of the Plan:

A. The following criteria for evaluation of teachers providing instructional services shall be used and shall include the following:

1) Content knowledge, the teacher shall demonstrate a thorough knowledge of the subject matter area and curriculum;
2) Preparation, the teacher shall demonstrate appropriate preparation employing the necessary pedagogical practices to support instruction;
3) Instructional delivery, the teacher shall demonstrate that the delivery of instruction results in active student involvement, appropriate teacher/student interaction and meaningful lesson plans resulting in student learning;

1 Teachers are defined as all classroom teachers, psychologists, guidance counselors, librarians, speech therapists and social workers.
4) **Classroom management**, the teacher shall demonstrate classroom management skills supportive of diverse student learning needs which create an environment conducive to student learning;

5) **Student development**, the teacher shall demonstrate knowledge of student development, an understanding and appreciation of diversity and the regular application of developmentally appropriate instructional strategies for the benefit of all students;

6) **Student assessment**, the teacher shall demonstrate that he/she implements assessment techniques based on appropriate learning standards designed to measure students' progress in learning;

7) **Collaboration**, the teacher shall demonstrate that he/she develops effective collaborative relationships with students, parents or caregivers, as needed, and appropriate support personnel to meet the learning needs of students.

8) **Reflective and responsive practice**, the teacher shall demonstrate that practice is reviewed, effectively assessed and appropriate adjustments are made on a continuing basis.

**B. General Guidelines:**

1) The plan shall be in effect beginning September 1, 2010. It shall be subject to the annual review of the Committee on Annual Professional Performance Review. The composition of the committee shall be up to five members of the Glen Cove Teachers' Association and five members from the Glen Cove Educational Administrators' Association (the "GCEAA") (selected by their respective associations) and the Superintendent of Schools or his/her designee. Such committee will provide recommendations to the Superintendent of Schools, the Glen Cove Teachers' Association, the GCEAA and the Glen Cove Board of Education. Proposed modifications shall be subject to collective bargaining.

2) The Superintendent of Schools or his/her designee shall be assigned the administrative responsibility for implementation of the plan.

3) Necessary funds, time and training shall be provided to fully continue all phases of the plan.

4) It is the principal's responsibility to monitor all activities related to the Annual Professional Performance Review of their respective teachers.

**III. Assessment Approaches:**

- All teachers will be reviewed based upon the clinical supervision assessment approach. The clinical supervision approach consists of a pre-observation conference, the observation and a post-observation conference.

- The principal and/or his/her designee shall evaluate a teacher as unsatisfactory on an Annual Evaluation Report, based upon a documented preponderance of evidence consistent with the criteria identified in Part II of this plan.

- Teachers evaluated as unsatisfactory on the Annual Evaluation Report shall be placed on a Teacher Improvement Plan (TIP). That plan shall be developed by the District in good faith consultation with the teacher.
Clinical Supervision For Classroom Observations

All tenured teachers will be observed a minimum of two times per year and non-tenured teachers shall be observed a minimum of three times per year, using the clinical supervision approach. In this model, there are three components, the pre-observation conference, the observation, and the post-observation conference. The teacher and supervisor will determine the date, time and topic of the lesson to be observed.

Pre-Observation Conference - The teacher and supervisor will meet to establish the instructional and/or curricular areas to be focused on during the observation and the methods for addressing these areas.

Observation - All formal observations will last for a minimum of thirty minutes or to the completion of a lesson. During the observation, the administrator will take comprehensive notes on the lesson which will be used at the post observation conference. Further, normal lesson planning, which may include the use of lesson plan books, is expected of teachers when they are being observed.

Post-Observation Conference - The administrator and the teacher will have a post-observation conference within ten (10) school days of the observation. Written classroom observations will be provided to the teacher within ten (10) school days from the observation. At the conference, revisions to the draft may be made, if necessary. At the post-observation conference, the discussion will focus on the lesson observed.

IV. Teacher Improvement Plan:

Defined: A Teacher Improvement Plan (TIP) shall be developed by the District in good faith consultation with the teacher who was evaluated as unsatisfactory in his/her most recent Annual Evaluation Report. If such teacher in receipt of an unsatisfactory evaluation is probationary, the District, in its sole discretion, may choose to develop a TIP. However, if the District exercises the option to provide a TIP to a probationary teacher, it shall retain any and all rights that it may otherwise have to terminate the employment of such teacher. The plan is designed to assist the teacher and is not to be construed as either a punishment or a reprimand. The teacher receiving the TIP will be advised to bring a Union Representative of the GCTA to accompany him/her to all TIP meetings with the administration.

Procedure: It is the responsibility of the appropriate administrator or supervisor in good faith consultation with the teacher to develop a Teacher Improvement Plan. The administrator or supervisor who issues the TIP and whose signature appears thereon shall be responsible for the implementation thereof. The development of the TIP shall begin in June prior to the end of the school year. The plan must be implemented by October 1st of the next year. The Union President shall be notified of any teacher who will be given a TIP, unless the teacher advised the District otherwise.
**Format:** The TIP shall consist of targeted needs, goal(s), related activities, and expected outcomes. The TIP shall relate to deficiencies in performance documented in prior observations and evaluations. Additionally, appropriate timeframes and check points shall be incorporated within the narrative of the TIP and the description of the related activities. The TIP may include, but will not be limited to, any of the following activities, which shall be provided by the District and in which the teachers shall participate during normal school hours.

- Enrollment and attendance at workshops/conferences that address the targeted needs of the teacher.
- Enrollment and attendance in courses or a series of workshops during the school day that address the targeted needs of the teacher. A teacher may, however, voluntarily choose to enroll and attend after-school courses or workshops. Any approved after school courses will be granted inservice credit as per the Collective Bargaining Agreement.
- Modeling experiences in which the teacher will be encouraged to seek out modeling experiences from other colleagues of his/her choosing.
- Provide a mentor for the teacher. When possible, the selection of the mentor teacher will be mutually agreed upon by the teacher receiving the TIP and the administrator. If agreement cannot be reached, the administrator will assign a mentor.

**Requirements / Limitations:** The teacher shall participate in the activities for his/her improvement provided by the District during school hours. The teacher and supervisor shall meet on an ongoing basis to discuss the impact of the improvement activities on the teacher’s professional performance. The District will allow and schedule TIP meetings so that a Union Representative may accompany the teacher in question, if the teacher so desires. In addition, the teacher’s performance will be evaluated by the supervisor using the Clinical Supervision model. The TIP will be in effect for the following school year. By June 10th of that following school year, the affected teacher will receive his/her annual evaluation report.

**V. Disseminating and Sustaining the Plan:**

- In addition to placing the APPR Plan in all new teachers’ possession through the New Teacher Orientation Program, it will also be distributed at the beginning of each school year to all teachers.
- The APPR Plan shall be appended to the Collective Bargaining Agreement between the District and the GCTA and shall be provided by the District to all new teachers upon appointment and all staff as requested.
The District will provide a review of the APPR Plan to all new teachers and supervisors during the District's orientation program.

VI. Evaluation of the Annual Professional Performance Review Plan:

A standing APPR Committee shall be formed with an equal number of teachers and administrators. Teacher members shall be selected by the Union. The Committee shall identify strengths and needs of the plan. Recommendations will be made to the Superintendent of Schools to modify this plan. All proposed modifications shall be subject to collective bargaining. Nothing in the plan as it may be modified will be deemed a waiver by either party with respect to any other rights it may have.
### Annual Evaluation Report

**Teacher** __________________________  
Tenured ____  Non-Tenured ____  

**School** __________________________  
Annual Evaluation Conference: _______

**Subject or Grade Level** __________________________

#### Factual Data

#### Instructional Strengths and Weaknesses

#### Extra-Curricular Activities (If applicable)

#### Professional Growth and Development

#### Summary

#### Teacher Comments

**Supervisor** __________________________  
**Teacher** __________________________  

**Date** __________________________  
**Date** __________________________  

**Total Absences** ____ days; **Illness** ____  **Personal** ____  **Other** ____  
**Lateness** ____

*Your signature is an indication of having received the document and not necessarily of your agreement with its contents. You may add a response to this document for your personnel file.*
<table>
<thead>
<tr>
<th><strong>COACHING RESPONSIBILITIES</strong></th>
<th>Satisfactory</th>
<th>Unsatisfactory</th>
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<tbody>
<tr>
<td>Demonstrates knowledge of the sport</td>
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<tr>
<td>Stays current with up to date initiatives in techniques and procedures</td>
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<td>Plans effective practice and game sessions</td>
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<td>Shows awareness and concern for safety, conditions and procedures</td>
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<td>Seeks professional growth opportunities</td>
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<td>Attends to the health and safety needs of the students/athletes</td>
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<td>Is positive and encouraging to the players and treats them with fairness and respect</td>
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<tr>
<td>Relates well with the coaching staff</td>
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<td>Develops concepts of teamwork and good sportsmanship</td>
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<td>Abides by State, Section VIII and district rules and policies</td>
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<td>Supervises team members at all times</td>
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<tr>
<td>Displays commitment to a competitive league and N-L schedule</td>
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<td>Attends to maintenance, collection, and inventory of equipment</td>
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<tr>
<td>Shows concern for student/athletic performance and adheres to the District Eligibility Policy</td>
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<td>Responds punctually with paperwork</td>
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<tr>
<td>Uses good judgment</td>
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<tr>
<td>Shows pride and enthusiasm at work</td>
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<tr>
<td>Performs as a positive role model for coaches, student athletes, staff members and game officials</td>
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<tr>
<td>Accepts constructive criticism</td>
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<td>Complies with oral instruction</td>
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**SUMMARY**

Overall Rating: ________________

Coach ______________________ Date ________________ Athletic Director ______________________ Date ________________  
Principal ______________________ Date ________________
In preparation for the annual evaluation, you are asked to submit an outline of your accomplishments. Please follow the format below:

Teacher's Name ________________________________

- **Factual Data** – This paragraph will refer to your years of teaching experience, and subjects/grade levels taught.

- **Instructional Strengths** – This section will deal solely with your classroom performance. Specifically, it will reflect your abilities in the classroom including instructional methodologies utilized. It will relate to observations, lesson plan reviews and the implementation of instructional strategies.
- **Extra-Curricular Activities** – This paragraph should reflect your contributions to the school activity programs, including but not limited to extracurricular clubs, involvement in coaching, extra-help sessions, any after school activity and supervision, where applicable.

- **Professional Growth and Development** – This section should reflect college preparation, inservice, course work, seminars, peer observations and conferences attended. If you presented at any seminars or workshops, it should be included here. Additionally, this portion should reflect committee work, participation in departmental or school wide activities, as well as membership and attendance at professional organizations.

You may attach additional sheets if necessary. Please return this form to me by __________________________ (determined annually.)

As always, thank you for your cooperation and assistance.
APPENDIX B

Agreement to Provide Health Benefits to GCTA Retirees

Contract entered into between the Glen Cove City School District and ______________________ this ______ day of __________, 20___.

(Employee Name)

Whereas, the District recognizes the long service of ______________________.

(Employee Name)

Whereas, after careful consideration ______________________

(Employee Name) has submitted a letter of retirement which has been accepted by the District and has relied upon the existing District policy on the extent of such coverage for retired members of the bargaining unit represented by the GCTA.

________________________ certifies that he/she has carefully reviewed all applicable provisions of that policy and has had ample opportunity to consider his/her alternatives, including the opportunity to confer with counsel. ______________________ states that he/she has freely entered into retirement and has not in any way been coerced to retire.

The District recognizes its obligation to contribute ______ % of the health insurance premiums for family or individual coverage, whichever is applicable in the year of his/her retirement for the life of ______________________.

(Employee Name)

________________________

Employee Name

Date

Dated: ______________________

________________________, NY

Sworn to before me this ______ day of __________, 20___.

________________________

NOTARY PUBLIC

________________________

Superintendent

Date
### Salary Schedule 2006-2007

**Schedule Id: 46**

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**APPENDIX C - 2**

**Salary Schedule**

**2007-2008**

2007 - 2008 per new contract (2006-2007 + 3.5%)

Schedule Id: 46

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<th>Step</th>
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## Appendix C - 3
### Salary Schedule
#### 2008-2009

**2008-2009 (2007-2008 +3.5%)**

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<td>82,187</td>
<td>85,089</td>
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<td>88,089</td>
<td>91,219</td>
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<td>97,805</td>
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<td>88,089</td>
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<td>79,420</td>
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<td>116,505</td>
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</table>

*Elminated for new employees as of July 1, 1981.

M.A.+15, M.A.+30, M.A.+60, M.A.+75 is to be interpreted as those approved graduate credits earned in excess of those required for the Master's Degree or approved in-service credits.

An earned doctorate refers to an authorized degree earned for specialization in some field related to education wherein state certification is applicable for instruction or administration in the public schools.

The Board of Education, upon recommendation of the Superintendent of Schools, reserves the right to withhold an increment beyond the 12th step.

Effective July 1, 1985, a teacher who is on B.A. Column Steps 1 or 2, shall be advanced to B.A. Column Step 3. A teacher who is advanced to Step 3 from Step 2, shall remain on B.A. Step 3 for one (1) additional year before progressing to B.A. Step 4. A teacher who is advanced to Step 3 from Step 1, shall remain on Step 3 for two (2) additional years before progressing to B.A. Step 4. However, in the event such a teacher earns sufficient education credits to advance to a higher paid salary column, the teacher shall be placed on the step of such column in accordance with the teacher's years of service. THIS PARAGRAPH SHALL NOT APPLY TO TEACHERS EMPLOYED EFFECTIVE 7/1/81 AND THEREAFTER.

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APPENDIX C - 4
Salary Schedule
2009-2010

2009-2010 (2008-2009 + 3.5%)

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</tbody>
</table>

*Eliminated for new employees as of July 1, 1981.

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**APPENDIX C - 5**

**Salary Schedule**

**2010-2011**

<table>
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<td>25</td>
<td>94,135</td>
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<td>30</td>
<td>97,480</td>
</tr>
</tbody>
</table>

*Eliminated for new employees as of July 1, 1981.

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APPENDIX C - 6

SALARY SCHEDULE NOTES

1. The salary schedule for the school year 2006-07 shall be created by adding to all steps of the salary schedule in effect on June 30, 2006, the sum of One Thousand Dollars ($1,000) which shall be paid retroactively on or before August 7, 2008 to all eligible unit members. In addition, all eligible unit members will be paid retroactively, on or before August 7, 2008, a one-time salary bonus in the amount of One Thousand Five Hundred Dollars ($1,500).

2. The salary schedule for the school year 2007-08 shall be created by increasing the salary schedule in effect on June 30, 2007 by 3.5%. All eligible unit members will be paid this increase retroactively on or before August 7, 2008.

3. The salary schedule for the school year 2008-09 shall be created by increasing the salary schedule in effect on June 30, 2008 by 3.5%.

4. The salary schedule for the school year 2009-10 shall be created by increasing the salary schedule in effect on June 30, 2009 by 3.5%.

5. The salary schedule for the school year 2010-11 shall be created by increasing the salary schedule in effect on June 30, 2010 by 3.25%.
### Interscholastic Athletics

<table>
<thead>
<tr>
<th></th>
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<th></th>
<th></th>
<th></th>
<th></th>
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<td>6,390</td>
<td>6,390</td>
<td>6,631</td>
<td>6,884</td>
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<td>7,877</td>
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<td>8,418</td>
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<td>6,390</td>
<td>7,877</td>
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<td>4,310</td>
<td>4,310</td>
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<td>4,767</td>
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<td>4,056</td>
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<td>5,540</td>
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<td>5,745</td>
<td>6,900</td>
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<td>5,745</td>
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<td>Girls Tennis</td>
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<td>5,745</td>
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### APPENDIX D

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## APPENDIX D

### Interscholastic Athletics

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## High School Advisors

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<th>2008-09</th>
<th>2009-10</th>
<th>2010-11</th>
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<tr>
<td><strong>Senior Class</strong></td>
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<td>2,237</td>
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<td><strong>Freshman Class</strong></td>
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<td>1,387</td>
<td>1,387</td>
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<td><strong>Art Club</strong></td>
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<tr>
<td><strong>Asian Studies Club</strong></td>
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<td><strong>Indo-Paki Club</strong></td>
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<td>2,841</td>
<td>2,940</td>
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<td>2,841</td>
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<td>2,869</td>
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<td><strong>Ski Club</strong></td>
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<td><strong>Spanish Club</strong></td>
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<td>717</td>
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<td>2,937</td>
<td>3,040</td>
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<td>1,622</td>
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<td>1,733</td>
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<tr>
<td><strong>The Following:</strong> Mathematics team, chess team, biology team, Latin club, future nurses club, future teachers club, Junior Red Cross, folk singing club, leader's club, varsity club, library club, selling activity tickets, and additional authorized clubs.</td>
<td>693</td>
<td>693</td>
<td>693</td>
<td>717</td>
<td>742</td>
<td>766</td>
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</table>

*Masquers, 2005-2006, 2006-2007 was both Fall and Spring.*
## APPENDIX E - 2
### MIDDLE AND ELEMENTARY SCHOOL ADVISORS

#### 2A. Middle School Advisors

<table>
<thead>
<tr>
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<td>693</td>
<td>717</td>
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<td>766</td>
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<td>717</td>
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<tr>
<td>Newspaper</td>
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<td>693</td>
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<td>717</td>
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<td>Readers Extraordinaire</td>
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<td>693</td>
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<td>S.A.D.D.</td>
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<td>717</td>
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<td>766</td>
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<tr>
<td>Science Club</td>
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<td>1,289</td>
<td>1,289</td>
<td>1,334</td>
<td>1,381</td>
<td>1,426</td>
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<td>693</td>
<td>693</td>
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<td>Theater Production</td>
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<td>3,822</td>
<td>3,956</td>
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<td>Yearbook</td>
<td>2,415</td>
<td>2,415</td>
<td>2,415</td>
<td>2,500</td>
<td>2,588</td>
<td>2,672</td>
</tr>
</tbody>
</table>

The following:

Service club, booster club, art club, needlework club, Spanish club, photography club, dance club, homemakers club, folk singing club, school plays financials, talent show supervisors and any additional authorized club.

#### 2B. Intramurals

<table>
<thead>
<tr>
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<td>7,245</td>
<td>7,499</td>
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</table>

Teachers to be compensated at the above rate per activity. A minimum of twenty (20) hours per activity is required. In certain cases, two (2) or more sports might be used to total multiples of twenty (20) hours.

#### 3. Elementary Advisors

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</thead>
<tbody>
<tr>
<td>Student Council</td>
<td>645*</td>
<td>645*</td>
<td>645*</td>
<td>1,334</td>
<td>1,381</td>
<td>1,426</td>
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<td>K-Kids</td>
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<td>645</td>
<td>645</td>
<td>1,334</td>
<td>1,381</td>
<td>1,426</td>
</tr>
<tr>
<td>Yearbook</td>
<td>1,207*</td>
<td>1,207*</td>
<td>1,207*</td>
<td>2,500</td>
<td>2,588</td>
<td>2,672</td>
</tr>
</tbody>
</table>

Elementary teachers shall have the opportunity to develop and offer clubs based on student interest and needs, subject to Board approval.

* Half of Middle School Advisor
APPENDIX F

EXTRA CURRICULAR AND OTHER RATES

1. **Additional Teaching Assignments**

   No teacher from grades 6 and up shall normally be required to teach more than 25 teaching periods or an equivalent block of time. Should he/she be assigned more than the stated periods or time per week, he/she shall be paid 1/30 if he/she is assigned during a prep-period (as outlined in Article 3B), and 1/60 of his/her weekly pay for each additional class assigned during a duty period. This shall be on a strictly voluntary basis.

2. **Chaperone Duty**

   The teacher who chaperones a student activity should not be compensated for such duty. A teacher who is assigned to duty supervising groups of people which includes persons other than students, should be compensated at the rate of $46.58 per hour to a maximum of $139.74 per event during the 2008-2009 school year, at the rate of $49.68 per hour to a maximum of $149.04 per event during the 2009-2010 school year, at the rate of $51.30 per hour to a maximum of $153.90 per event during the 2010-2011 school year.

3. **Home Tutoring**

   The teacher should be compensated at the rate of $57.96 per hour during the 2008-2009 school year, $62.10 per hour during the 2009-2010 school year, $64.12 per hour during the 2010-2011 school year.

4. **Music Teachers**

   a. Spring concerts and other performances that display the results of the school music program are part of the overall assignment and responsibility of the music teachers and should not provide extra compensation. Evening recruiting meetings and music department reports to the Board of Education also fall into this category.

   b. The marching band director will be compensated at the rate of $4,000 for 2007-2008, $4,140 for 2008-2009, $4,285 for 2009-2010 and $4,424 for 2010-2011. This stipend is inclusive of any and all activities listed in section (c) below.

   c. The teachers should be compensated at the rate of $139.74 per activity during 2008-2009, $149.04 per activity during 2009-2010, and $153.90 per activity during 2010-2011 for the following activities:

      i. All football games
ii. Hofstra Marching Band Festival
iii. Jones Beach Concert
iv. Parades – Memorial Day, Little League, etc. – approved for participation
v. N.Y.S.S.M.A. and N.M.E.A. and other festivals in which the schools participate officially
vi. Special trips, concerts and musical activities outside of the normal school day except such as are excluded under the provisions of 4(a) of this article.

d. NYSMA Coordinator: When the Glen Cove City School District is the NYSSMA host, the GCTA NYSSMA Coordinators will receive a stipend of $2,415 for 2007-2008, $2,500 for 2008-2009, $2,588 for 2009-2010 and $2,672 for 2010-2011.
e. Drum Line Instructor: The stipend for the Drum Line Instructor shall be $2,000 for 2007-2008, $2070 for 2008-2009, $2,142 for 2009-2010 and $2,212 for 2010-2011. Half to be paid the last paycheck in November and half to be paid the first paycheck in June. In the event the teacher filling this position is responsible for the supervision of another group of students in the Memorial Day parade, the stipend shall be reduced by $315.

5. TV Production Teachers

TV Production Teachers are to be compensated at the rate of $57.96 per hour to a maximum of 3 hours per production during 2008-2009, $62.10 per hour to a maximum of 3 hours per production during 2009-2010, $64.12 per hour to a maximum of 3 hours per production during 2010-2011.

6. Team Leaders

Team leaders to be compensated at the rate of $1,614.60 per annum for 2008-2009; $1,671.11 for 2009-2010; and $1,729.60 for 2010-2011.
7. **Guidance**

Beginning in 2007-2008, Guidance Counselors will be compensated at the rate listed below.

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<tr>
<th></th>
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</thead>
<tbody>
<tr>
<td>Probationary Rate</td>
<td>$500</td>
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<td>$536</td>
<td>$553</td>
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<tr>
<td>Tenure Rate</td>
<td>$750</td>
<td>$776</td>
<td>$803</td>
<td>$830</td>
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</table>

8. **Psychologists**

Psychologists to be compensated at the rate of $1,500.00 per annum for 2007-2008, $1,553 for 2008-2009, $1,607 for 2009-2010, and $1,659 for 2010-2011.

9. **Special Education**

Special education teachers to be compensated at the rate of $500.00 per annum for 2007-2008, $518 for 2008-2009, $536 for 2009-2010 and $553 for 2010-2011. This differential shall not apply to special education teachers hired on or after July 1, 1983.

10. **Driver Education**

Driver education teachers to be compensated at the rate of $57.96 per hour during 2008-2009, $62.10 per hour during 2009-2010, $64.12 per hour during 2010-2011.

11. **Evening School/GED/PM School**

Adult education teachers are to be compensated at the rate of $57.96 per hour in 2008-2009, $62.10 per hour during 2009-2010, $64.12 per hour during 2010-2011.

12. **Voluntary Academic Intervention Service Classes (Weekday Rate)**

Teachers of Academic Intervention Service Classes that take place during the school week to be compensated at the rate of $57.96 per hour during 2008-2009 and $62.10 per hour during 2009-2010, and $64.12 per hour during 2010-2011.

13. **Voluntary Academic Intervention Service Classes (Weekend Rate)**

Effective January 1, 2003, teachers of Academic Intervention Service Classes that take place on weekends to be compensated at the rate of $70.08 per hour during 2008-2009, at the
rate of $74.60 per hour during 2009-2010, and at the rate of $77.21 per hour during 2010-2011.

14. **Summer School**

**SUMMER SCHOOL RATES**

1 Class = 1.5 hours  
2 Classes = 3.0 hours

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<td></td>
<td>6 Weeks 5 Weeks 4 Weeks</td>
<td>6 Weeks 5 Weeks 4 Weeks</td>
<td>6 Weeks 5 Weeks 4 Weeks</td>
<td>6 Weeks 5 Weeks 4 Weeks</td>
</tr>
<tr>
<td>1. $1,792</td>
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<td>$1,522</td>
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<td>2. $1,881</td>
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<td>3. $1,968</td>
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</table>

2008 SUMMER  
$57.96 per hour  
(hourly rate based on curriculum rate)

<table>
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<th>6 Weeks 5 Weeks 4 Weeks</th>
<th>6 Weeks 5 Weeks 4 Weeks</th>
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<tr>
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2009 SUMMER  
$62.10 per hour  
(hourly rate based on curriculum rate)

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<th>6 Weeks 5 Weeks 4 Weeks</th>
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<td>2 Classes</td>
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2010 SUMMER  
$64.12 per hour  
(hourly rate based on curriculum rate)

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<th>6 Weeks 5 Weeks 4 Weeks</th>
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<td>2 Classes</td>
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</table>

15. **WISE Program Supervisor shall receive:**

$2,484.00 for 2008-2009, $2,571.00 for 2009-2010 and $2,654.00 for 2010-2011.

16. **SAT Coordinator/Literacy Tutoring:**

SAT Coordinators/Literacy Tutors shall be compensated at the rate of $57.96 per hour during 2008-2009, $62.10 per hour during 2009-2010, $64.12 per hour during 2010-2011.

17. **Curriculum Writing**

Teachers who write curriculum shall be compensated at the rate of $57.96 per hour during 2008-2009, $62.10 per hour during 2009-2010, $64.12 per hour during 2010-2011.
# Official Calendar 2006-2007

## SEPTEMBER

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<thead>
<tr>
<th>Date</th>
<th>Day(s)</th>
<th>Event</th>
<th>Days in Session</th>
</tr>
</thead>
<tbody>
<tr>
<td>4</td>
<td>(Monday)</td>
<td>Labor Day (Schools Closed)</td>
<td>19</td>
</tr>
<tr>
<td>5</td>
<td>(Tuesday)</td>
<td>Superintendent's Conference Day; Full day for staff. No students report.</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>(Wednesday)</td>
<td>Full day for staff and students, except K-5 students report 1/2 day, a.m.</td>
<td></td>
</tr>
</tbody>
</table>

## OCTOBER

<table>
<thead>
<tr>
<th>Date</th>
<th>Day(s)</th>
<th>Event</th>
<th>Days in Session</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>(Monday)</td>
<td>Holiday (Schools Closed)</td>
<td>20</td>
</tr>
<tr>
<td>9</td>
<td>(Monday)</td>
<td>Columbus Day (Schools Closed)</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>(Tuesday)</td>
<td>Election Day; Superintendent's Conference Day; Full day for staff. No students report.</td>
<td>19</td>
</tr>
<tr>
<td>10</td>
<td>(Friday)</td>
<td>Veterans Day (Schools Closed)</td>
<td></td>
</tr>
<tr>
<td>22</td>
<td>(Wednesday)</td>
<td>Superintendent's Conference Day; Full day for staff. No students report.</td>
<td></td>
</tr>
<tr>
<td>23-24</td>
<td>(Thurs, Fri)</td>
<td>Thanksgiving Recess (Schools Closed)</td>
<td></td>
</tr>
</tbody>
</table>

## DECEMBER

<table>
<thead>
<tr>
<th>Date</th>
<th>Day(s)</th>
<th>Event</th>
<th>Days in Session</th>
</tr>
</thead>
<tbody>
<tr>
<td>25-29</td>
<td>(Mon-Fri)</td>
<td>Holiday Recess (Schools Closed)</td>
<td>16</td>
</tr>
<tr>
<td>1</td>
<td>(Monday)</td>
<td>Holiday Recess (Schools Closed)</td>
<td>21</td>
</tr>
<tr>
<td>2</td>
<td>(Tuesday)</td>
<td>Schools Reopen</td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>(Monday)</td>
<td>Martin Luther King Day (Schools Closed)</td>
<td></td>
</tr>
</tbody>
</table>

## JANUARY

<table>
<thead>
<tr>
<th>Date</th>
<th>Day(s)</th>
<th>Event</th>
<th>Days in Session</th>
</tr>
</thead>
<tbody>
<tr>
<td>19-23</td>
<td>(Mon-Fri)</td>
<td>Winter Recess (Schools Closed)</td>
<td>15</td>
</tr>
<tr>
<td>26</td>
<td>(Monday)</td>
<td>Schools Reopen</td>
<td></td>
</tr>
</tbody>
</table>

## FEBRUARY

<table>
<thead>
<tr>
<th>Date</th>
<th>Day(s)</th>
<th>Event</th>
<th>Days in Session</th>
</tr>
</thead>
<tbody>
<tr>
<td>20</td>
<td>(Tuesday)</td>
<td>Superintendent's Conference Day; Full day for staff. No students report.</td>
<td>22</td>
</tr>
</tbody>
</table>

## MARCH

<table>
<thead>
<tr>
<th>Date</th>
<th>Day(s)</th>
<th>Event</th>
<th>Days in Session</th>
</tr>
</thead>
<tbody>
<tr>
<td>2-9</td>
<td>(Mon-Mon)</td>
<td>Spring Recess (Schools Closed)</td>
<td>15</td>
</tr>
<tr>
<td>10</td>
<td>(Tuesday)</td>
<td>Schools Reopen</td>
<td></td>
</tr>
</tbody>
</table>

## APRIL

<table>
<thead>
<tr>
<th>Date</th>
<th>Day(s)</th>
<th>Event</th>
<th>Days in Session</th>
</tr>
</thead>
<tbody>
<tr>
<td>25-28</td>
<td>(Fri, Mon)</td>
<td>Memorial Day (Schools Closed)</td>
<td>21</td>
</tr>
</tbody>
</table>

## MAY

<table>
<thead>
<tr>
<th>Date</th>
<th>Day(s)</th>
<th>Event</th>
<th>Days in Session</th>
</tr>
</thead>
<tbody>
<tr>
<td>22</td>
<td>(Friday)</td>
<td>K-5 Students - 1/2 day attendance in a.m. Last day of school</td>
<td>16</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>184</td>
</tr>
</tbody>
</table>

There shall be 184 instructional days per school year. If no snow days are used, teachers will be required to report for 184 days of instruction. If one snow day is used, teachers will be required to report for 183 days of instruction, and if both snow days are used teachers shall be required to report for 182 days of instruction. In the event that schools are closed more than 2 snow days, make-up instructional days shall be scheduled as follows - 1st make-up day - May 25th. 2nd make up day - April 9th.
APPENDIX H

JOINT CODE OF ETHICS

The New York State School Boards Association and the New York State Teachers Association have jointly issued the following statements as common beliefs.

1. The teacher and the school board recognize that while the teacher participates in the formulation of school policy under the leadership of the school administrator, it is the duty of the administrator to recommend, and the prerogative of the board to determine final policy.

2. The teacher is obligated to adhere to school board policy; the school board is obligated to establish policy that is consistent with federal and state laws and regulations and to adhere to such policy.

3. The teacher and the school board transact all official business through proper channels and hold inviolate all confidential information.

4. The teacher and the school board recognize their obligations to develop growing appreciation and understanding of the principles of democracy; they refrain from using the school to promote personal views on religion, race or partisan politics.

5. The teacher and the school board agree that due notice in fair time be given in all cases of appointment, resignation or termination of service.

6. The teacher and the school board avoid disparagement of fellow workers and predecessors.

7. The teacher and the school board are impartial in all relationships with the pupil.

8. The teacher and the school board encourage able and promising students to enter the teaching profession.
9. The teacher receives from the administrator candid appraisal of his/her work, and help with his/her problems; the school board requires such supervisory assistance.

10. The teacher actively participates in the work of local, state and national professional education associations; the school board actively participates in the work of township, county, district, state and nation school boards associations.

11. The teacher uses ethical procedures in securing positions, and in maintaining salary schedules; the school board uses ethical procedures in filling positions and in maintaining salary schedules.

12. The teacher accepts no compensation from firms commercially interested in the school; no member of the school board accepts such compensation.

13. The teacher assumes responsibility for the welfare of the pupil and shows sympathetic understanding of pupil problems; the school board provides conditions under which this can be accomplished.

14. The teacher endeavors to maintain good mental and physical health and to maintain a wholesome attitude toward the pupil; the school board provides a healthful teaching environment.

15. The teacher develops through continued study, travel, participation in professional and community life, and through wholesome human relationships; the school board stimulates and encourages professional growth of the teacher.

16. The teacher is proud of his/her profession; the school board is proud of its teacher.

The above statements were developed over a period of more than a year by the New York State School Boards Association, Inc., and the New York State Teachers Association.

The Joint Code which the statements make up was adopted by the members of the New York State School Boards Association at the Annual Convention held at Syracuse on October 23,

Item 2 was added by the action of the New York State School Boards Association on October 26, 1964, and the New York State Teachers Association on November 24, 1964.
REQUEST FOR PERSONAL LEAVE OF ABSENCE

NAME______________________________
SCHOOL___________________________
DATE OF ABSENCE(S)_________________________

I request personal leave of ______________________ day(s) for the reason indicated below:

Legal
Medical
Family
Emergency
Personal Business
Other:

Specify:____________________________________________________________________

___________________________________________________________________________

Personal leave is for business which cannot be conveniently conducted before or after the school day.

Date__________________
Signature of Employee

REVIEWED:________________________________________ APPROVED:_________________________

Date__________________ Date__________________
Principal or Assistant Principal Superintendent

Cafeteria Director Assistant to the Superintendent

Supervisor of Bldgs. & Grounds Business Manager

Teachers are responsible for making the necessary arrangements for substitutes through the usual procedures.

cc: White - File
    Yellow - Teacher Attendance
    Pink - Teacher
    Goldenrod - Principal/Administrator
REQUEST FOR ATTENDANCE AT CONFERENCE
(submit 30 days prior to conference)

Name: ___________________________________________ Date: ____________________

Name and Location of Conference: __________________________________________

Date(s) of Conference: ____________________________________________________

Date(s) of last conference attended:

1) From the attached list of NYS Standards, check one or more which would be supported by your attendance at this conference (indicate by subject and number):

2) Explain how your attendance at this conference will improve your teaching and student achievement in your area:

____________________________________________________________________

____________________________________________________________________

____________________________________________________________________

____________________________________________________________________

____________________________________________________________________

________________________
(Signature)

Approved:
Immediate Supervisor: ________________________________________________
Principal: __________________________________________________________
Date forwarded: _________________

* * * * * * * * * *

District Office: Assistant Superintendent for Curriculum/Instruction

Approved: __________________ At no cost to District: ____________

District will bear cost: ____________

Not Approved: ________________

Reason: ________________________________

________________________
Date: ___________________ Assistant to the Superintendent for Personnel

cc:  File WHITE
     Teacher CANARY
     Supervisor PINK
     Principal GOLDENROD
APPENDIX K

Glen Cove School District
Catastrophic Medical Leave Certificate

Patient's Name ________________________________

Date Seen ________________________________

I certify that the above named patient is under my care and meets at least one of the criteria as checked below and will not be fit to work for at least thirty (30) days or longer.

____ Catastrophic Illness

____ Hospitalization was or is required

____ Institutionalization was or is required

____ Confinement to bed or home is necessary

Probable Prognosis:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

Doctor’s Signature _______________________________________________________

Doctor’s Name ___________________________________________________________

Address _________________________________________________________________

________________________________

Phone _________________________________________________________________
APPENDIX L

Glen Cove School District

Side Letters of Agreement
(Annexed hereto)
Stipulation of Agreement

Dutty Schedule

This agreement entered into the 13 day of March, 2006, represents the entire agreement between the Glen Cove City School District and the Glen Cove Teachers Association with regard to the Denny School duty schedule.

The duty schedule for the Denny School will return to the long-term practice.

There will be no more than five (5) teachers assigned duty per day. This will be done on an equitable rotating basis. Teachers will not be assigned more than one duty per day.

All duty assignments will be indoors, except for PM duty where two teachers may be assigned to stand in doorways supervising student exiting the building.

The 8:45AM "building assignment" will be eliminated. The only duties that may be assigned will be at the beginning and end of the school day for the purpose of overseeing students upon arrival and at dismissal.

All duty assignments will continue to be in accordance to the Collective Bargaining Agreement.

The special and support teachers who have been assigned more duties this year than in the past, will not be assigned duties for the remainder of the 2005-2006 school year.

The Denny School duty schedule grievance will be withdrawn upon the satisfactory implementation of the above conditions by March 14, 2006.

[Signatures]

District

Association
Stipulation of Agreement
Between the Glen Cove School District
and
the Glen Cove Teachers Association

At our meeting of January 3, 2006, we reached an understanding resolving the grievance on Evaluating Plan Books and Bulletin Boards. The following represents that agreement:

Bulletin Boards

Teachers have decorated bulletin boards in the past as their professional responsibility. The goal is to make the boards reflect work done by students and make them appealing to the eye as a stimulus for learning. The decisions with regard to the information displayed, color of paper used, type of children's work displayed, et cetera, are at the sole discretion of the teacher. We understand that bulletin boards should be kept current.

Teachers will not be evaluated on anything having to do with bulletin boards. The building principal may verbally address a teacher only if they believe there is something improper about the display on the board.

Plan Books

Teachers' plan books may be reviewed and commented on by Administration. Teachers will not be evaluated on the content of their plan books.

All evaluations, letters or references pertaining to the evaluation of bulletin boards and/or plan books will immediately be removed from files and returned to each teacher.

[Signatures]

[Dates: 2-14-06] [2-14-06]
Stipulation of Agreement
between
the Glen Cove City School District
and
the Glen Cove Teachers Association

Glen Cove Jazz Ensemble

The following is a job description for the position for teacher of Jazz Ensemble:

- Rehearsals are to equal 100 minutes a week after school
  (Based on half the number of minutes required for a full class meeting daily)
- Grading each student every marking period.
  (Each student currently receive ½ a credit for attending this class)
- Performances may be subject to change at the discretion of the teacher with the approval of the District. The teacher may not be required to attend more than six performances a year. Performances for the 2006-2007 school year were:
  1. Scholarship Dinner Dance
     5:00 PM – 10:30 PM
  2. High School Jazz Concert
     5:30 PM – 9:30 PM
  3. Division Avenue Jazz Festival
     5:00 PM – 10:00 PM
  4. Tour of district (usually done annually, but not this year)
     During the school day
  5. Senior Citizens Dance
     5:00 PM – 7:30 PM

The agreed upon salary for the position of Jazz Ensemble will be 1/12 of the teacher’s annual salary, to be equally dispersed and included in teachers regular pay check.
(Calculation based on being one-half of the pay given for an extra class that meets every day)
The district agrees to pay the current teacher back pay to September 1, 2006, for work as teacher of Jazz Ensemble for the 2006-2007 school year. The full amount owed him is to be paid no later than May 24, 2007.

[Signatures]

District
Date

Association
Date
AGREEMENT, made and entered into this 24th day of December, 2007, by and between the GLEN COVE CITY SCHOOL DISTRICT (hereinafter referred to as “District”) and the GLEN COVE TEACHERS’ ASSOCIATION (hereinafter referred to as “GCTA”).

WHEREAS, the District has recognized a need to create the extra-curricular position of a drum line instructor and
WHEREAS, the parties are desirous of setting forth the stipend for said position;

IT IS HEREBY STIPULATED AND AGREED AS FOLLOWS:

1. The District hereby creates the position of Drum Line Instructor.
2. The stipend for the Drum Line Instructor shall be $2,000. Half to be paid the last paycheck in November and half to be paid the first paycheck in June. For the 2007-08 school year, this stipend will be pro-rated
3. The responsibilities of the Drum Line Instructor shall include:
   - Two hours dedicated toward auditions for the drum line group, during after school or evening hours
   - Six, one hour and fifteen minute rehearsals in the fall, after school or during evening hours
   - Four home football games at approximately 3 hours of supervision and performance; plus two one-half hour supervisions before and after each game
   - Two, one hour and fifteen minute rehearsals prior to the Memorial Day parade per year
   - Three hours of supervision and performance for the Memorial Day
4. In the event that the teacher filling this position is responsible for the supervision of another group of students in the Memorial Day parade, the stipend of $2,000 shall be reduced by $315.

Dated: October __, 2007

Glen Cove, New York

GLEN COVE TEACHERS’ ASSOCIATION

BY: ________________________________
    President, GCTA

GLEN COVE CITY SCHOOL DISTRICT

BY: ________________________________
    Superintendent of Schools
The Glen Cove School District and the Glen Cove Teachers Association agree that the recently approved Talent Club Supervisor will receive the club stipend of $693 as specified in the Collective Bargaining Agreement. The Talent Club Supervisor is responsible for overseeing students after school while they practice for one hour on each occasion, not to exceed twenty (20) days of practice.

The Talent Club Supervisor is not responsible for any activities tied to coordinating or attending the Talent Show.

[Signatures]

Karen Ferguson
Association President

Date: June 14, 2006

Dr. Laurence Axonstein
Superintendent of Schools

Date: July 11, 2006
AGREEMENT, made and entered into this 31st day of December, 2007, by and
between the GLEN COVE SCHOOL DISTRICT (hereinafter referred to as "District")
and the GLEN COVE TEACHERS' ASSOCIATION (hereinafter referred to as "GCTA").

WHEREAS, the District has recognized a need for two Talent Show Supervisor
positions at the R. M. Finley Middle School and

WHEREAS, the parties are desirous of setting forth the stipend for both positions;

IT IS HEREBY STIPULATED AND AGREED AS FOLLOWS:

1. The District hereby creates a second position of Talent Show Supervisor.

2. The stipend for both talent show supervisors shall be in accordance with the
additional club rate as established in the Agreement Between the Glen Cove School
District and the Glen Cove Teachers Association (currently $693).

3. The responsibilities for both talent show supervisors shall include:
   • Overseeing students after school during practices
   • Attending all one-hour practices, not to exceed twenty (20) days of practice

4. The talent show supervisors shall not be responsible for any activities tied to
coordinating or attending the talent show.

5. This agreement applies only to the 2007-08 school year and beyond, unless
otherwise negotiated between the GCSD and the GCTA.

Dated: December 31, 2007
Glen Cove, New York

GLEN COVE TEACHERS' ASSOCIATION
BY: [Signature]
President & CEO

GLEN COVE CITY SCHOOL DISTRICT
BY: [Signature]
Superintendent of Schools
AGREEMENT, made and entered into this 19 day of December, 2007, by and between the GLEN COVE CITY SCHOOL DISTRICT (hereinafter referred to as "District") and the GLEN COVE TEACHERS' ASSOCIATION (hereinafter referred to as "GCTA").

WHEREAS, the District has recognized a need to establish language as related to payment for chaperoning students on overnight trips and

WHEREAS, the parties agree that accompanying students on such trips is a voluntary activity on the part of the teacher;

IT IS HEREBY STIPULATED AND AGREED AS FOLLOWS:

1. Prior to attending an overnight trip, the teacher's school administrator will provide for the teacher the School District policies and procedures that govern such trips. This will ensure that the teacher is aware of the proper procedures.

2. The School District continues to assume full liability for the teacher and the student while attending a school-sponsored trip or function.

3. All expenses, including but not limited to, for travel to and from the destination, during the trip, meals, tips and other additional necessary cost will be paid for by the District in accordance with Board of Education policies.

4. Payment for each workday will be calculated by taking the teacher's regular full time daily salary and adding three additional hours of payment per day, as per the Chaperone Rate in the Collective Bargaining Agreement.

5. Payment for each non school day a teacher chaperone will be paid $50 per hour for the first seven hours and three additional hours of payment per day, as per the Chaperone Rate in the Collective Bargaining Agreement.

Dated: December 19, 2007
Glen Cove, New York

GLEN COVE TEACHERS' ASSOCIATION
BY: [Signature]
President of GCTA

GLEN COVE CITY SCHOOL DISTRICT
BY: [Signature]
Superintendent of Schools
To: Kara Ferguson, GCTA President
From: Deborah Albanese
Subject: End of Year Self-Reflection Form
Date: February 2, 2005

Please find attached a copy of the revised End of Year Self-Reflection Form.

The Glen Cove School District and the Glen Cove Teachers Association agree that the attached form will be the only version of the End of Year Self-Reflection Form used by administrators in gathering information to be used in a teachers' annual evaluation.

Deborah L. Albanese 2-3-05
Karen Ferguson 2-7-05
In preparation for the annual evaluation, you are asked to submit an outline of your accomplishments. Please follow the format below:

Teacher's Name ____________________________

- **Factual Data** – This paragraph will refer to your years of teaching experience, and subjects/grade levels taught.

- **Instructional Strengths** – This section will deal solely with your classroom performance. Specifically, it will reflect your abilities in the classroom including instructional methodologies utilized. It will relate to observations, lesson plan reviews and the implementation of instructional strategies.
• Extra-Curricular Activities — This paragraph should reflect your contribution to
the school activity programs, including but not limited to extracurricular clubs,
involvement in coaching, extra help sessions, any after school activity and
supervision, where applicable.

• Professional Growth and Development — This section should reflect college
preparation, inservice, course work, seminars, peer observations and conferences
attended. If you presented at any seminars or workshops, it should be included
here. Additionally, this portion should reflect committee work, participation in
departmental or school wide activities, as well as membership and attendance at
professional organizations.

You may attach additional sheets if necessary. Please return this form to me by
__________________________ (determined annually.)

As always, thank you for your cooperation and assistance.
CERTIFICATE OF ATTENDANCE FORM

This form certifies that _______________________________ has attended _______________________________.

(Name of Conference Representative)

________ (Teacher Name)

the conference entitled ________________________________________________________________

(Name of Conference)

on ____________________________________________

(Dates of Conference)

Further, it certifies that during his/her attendance at this conference, he/she attended the workshops and/or meetings held during the conference.

Signature of Name of Conference Representative

________________________

Title

________________________

Date

NOTE: With this form please submit any paperwork necessary for reimbursement of expenses as per Article 12, pg. 23-24 of the Collective Bargaining Agreement (aka Contract).

Karin Le Gros

Chief President

________

revised 3/22/07
AGREEMENT BETWEEN
GLEN COVE CITY SCHOOL DISTRICT
AND
GLEN COVE TEACHERS ASSOCIATION
FOR THE YEARS
JULY 1, 2006 THROUGH JUNE 30, 2011