

**GREEN DOT NEW YORK CHARTER SCHOOL
AND THE
UNITED FEDERATION OF TEACHERS
COLLECTIVE BARGAINING AGREEMENT**

August 25, 2008 – August 31, 2011

AGREEMENT by and between Green Dot New York Charter School (herein called “GDNYCS” or “Employer” or “School”) and United Federation of Teachers, Local 2, American Federation of Teachers, AFL-CIO (herein called “Union” or “UFT”).

WHEREAS, Green Dot New York Charter School offers a unique educational experience worthy of support; and

WHEREAS, the School and UFT (together, the “Parties”) desire to maintain a collaborative relationship so as to provide the best opportunity for Green Dot New York Charter School to succeed in its educational mission;

WHEREAS, in the formative years of a new school the Parties must maintain fluid communication and a willingness to work together to address issues and concerns with students’ interests at the basis of each decision;

NOW THEREFORE, the Parties have entered into this Agreement in the expectation that it provides a sound foundation for the growth and success of GDNYC, to the benefit of the entire GDNYC family.

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Article 1

Recognition

The School recognizes the UFT as the exclusive collective bargaining representative of all Teachers, Teacher Assistants, Guidance Counselors, School Secretaries/Office Managers, and School Assistants employed by the School, excluding all day-to-day substitutes, Principals, Assistant Principals, and Managerial or Confidential Employees as defined in the Public Employees' Fair Employment Act. Bargaining unit members are referred to herein as "Employees," "Faculty," or "Bargaining Unit Members." Should the School employ a new title or category of employees having a community of interest with Employees in the existing bargaining unit described herein, employees in such new title or category shall be included within the existing bargaining unit, and upon request of the Union, the Parties shall negotiate the terms and conditions of employment for such new title or category of employees; but nothing contained herein shall be construed to require re-negotiation of terms and conditions of employment applicable to Employees in the existing bargaining unit as a result of the School's re-designation of the title or category of Employees in the unit.

Article 2

Management Rights

Except as limited or modified by this Agreement and/or by applicable law, it is understood and agreed that the Green Dot New York Charter School Board of Trustees (herein called "Board") retains all of its powers and authority to direct, manage and control to the full extent of the charter school law and the regulations of a New York education corporation. Input from the Faculty will be considered and decisions will be derived in a collaborative model; final decisions will rest with the Board.

Included in, but not limited to, those duties and powers are the right to:

- Determine the school mission and overall program design as described in the charter;
- Establish educational policies with respects to admitting students;
- Determine staffing patterns and design;
- Determine the number of personnel and kinds of personnel required;
- Ensure the rights and educational opportunities of all students;
- Maintain Board operations;
- Move or modify facilities;
- Establish budget procedures and determine budgetary allocations;
- Determine the methods of raising revenue;

The exercise of the foregoing powers, rights, authority, duties, responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by

the specific and express terms of this Agreement and to the extent such specific and express terms are in conformance with law.

In cases of emergency, defined as a clear and present danger to the safety of students or employees or an unanticipated and severely adverse change in the School's fiscal condition in which failure to act would result in either severe financial hardship or cessation of operation of the School, the Parties agree to negotiate in a timely manner any necessary modifications to this Agreement.

Article 3

Personnel Policies

The GDNYCS Personnel Policies ("Personnel Policies") shall continue to apply to School Employees to the extent that such Personnel Policies are not contrary to or inconsistent with this Agreement. To the extent that the Personnel Policies are contrary to or inconsistent with this Agreement, this Agreement supersedes the Policies.

With respect to matters not covered by this Agreement which are mandatory subjects for collective bargaining, the School agrees that it will make no changes without appropriate prior consultation and negotiation with the Union. Any other changes to the Personnel Policies shall be approved by the Board.

Article 4

Due Process

A. Just Cause

No Employees shall be disciplined without just cause. Discipline shall include discharges, terminations, suspensions with or without pay, and formal reprimands in writing. An Employee shall not be fined.

B. Progressive Discipline

Any discipline shall be in accordance with the procedures for progressive discipline. The use of progressive discipline is intended to correct Employee misconduct. Thus an Employee will ordinarily receive verbal counseling before a written reprimand, and a written reprimand before being suspended. Moreover, a short suspension will generally precede a longer suspension and/or dismissal. However, in cases where an Employee engages in serious misconduct, the School may skip some steps or even dismiss an Employee, provided that just cause for the discipline imposed is established.

Depending on the particular facts of each case, examples of such serious misconduct may include, but are not limited to:

1. Intentional falsification of employment records, employment information or other School records;
2. Theft or intentional damage or destruction of any School property or the property of any Employee or student;
3. Possession of any firearms or any other dangerous weapons on School premises at any time;
4. Possession or use of any intoxicant on School grounds or at a School-sponsored event including alcohol or controlled substances (unless such substances are supported by a valid prescription);
5. Conviction of any felony or crime involving moral turpitude, or criminal harassment;
6. Conviction of any crime involving physical abuse of a student or minor;
7. Failure to maintain necessary credential(s) required for the position;
8. Abandonment of position, which shall mean absence for 10 consecutive school days without notice unless the employee shall have reasonable cause for the failure to notify;
9. Sexual harassment or sexual misconduct with a student, including sexual touching, serious or repeated communications of an overtly sexual nature, action that could reasonably be interpreted as soliciting a sexual relationship, or possession or use of child pornography.

For purposes of discipline based on a performance evaluation, the procedures set forth in Article 11 and Appendix B shall constitute progressive discipline.

C. Procedures for Notice of Suspension or Dismissal

To initiate suspension or dismissal, the School shall deliver a Notice of Discipline ("Notice") to the Employee in person or by certified and registered mail. The Notice shall contain a statement, in ordinary language, of the factual basis upon which the suspension or dismissal is based, any rule or regulation alleged to have been violated, and the proposed penalty. The Employee shall also be given a copy of any documentary materials upon which such action is based and a statement of the Employee's right to respond in writing within five (5) school days of the Notice, unless by agreement of both the School and the Employee to extend this deadline.

D. Employee Files

Official personnel files in a school shall be maintained under the following conditions:

1. An Employee shall be provided a copy of any material which is to be placed in his or her official file. The Employee shall acknowledge that he or she has read such material by affixing his or her signature on the actual copy to be filed, with the understanding that such signature merely signifies that he or she has read the document to be filed and does not necessarily indicate agreement with its content.
2. An Employee has the right to view his or her personnel file and to reproduce the material in it after scheduling an appointment with reasonable notice with the School office.
3. Once an official of the school has been placed on notice of an incident, if the incident has not been reduced to writing within three (3) months of its occurrence, exclusive of the summer vacation period, the incident may not later be added to the file.
4. An Employee shall have the right to answer, within thirty (30) calendar days, in writing any material placed in his or her file. His or her answer shall be attached to the file copy of the material.
5. An Employee shall have the right to have material removed from his or her file three (3) years from the date it was placed in the file, provided that the material is not being used in a formal disciplinary proceeding.
6. Only personnel documents in an Employee's personnel file may be introduced in a formal disciplinary proceeding. This requirement does not prevent the introduction in a formal disciplinary proceeding of material that is currently relevant to the disciplinary proceeding and if a personnel document is in the process of being prepared for the Employee's file, a copy of which will be provided to the Employee and his or her representative no later than forty-eight (48) hours prior to the start of the formal disciplinary proceeding, regardless of the due process Level at which discipline is initiated.
7. While the content of material in the file cannot be grieved, an Employee has the right to challenge the accuracy and fairness of such material if it is used in a formal disciplinary proceeding.

E. Grievances Under this Article

An Employee may initiate a grievance challenging a violation of this Article by filing a grievance at Level One pursuant to Article 5. An Employee who is grieving discipline pursuant to the evaluation systems contained in Article 11 and Appendix B and C shall initiate the grievance at Level Two.

F. Right to Representation

Employees are entitled to be accompanied by a Union Representative (“Representative”) at any meeting that may result in discipline (a “Disciplinary Meeting”). Prior to the Disciplinary Meeting, the School shall notify the Employee of the nature of the meeting and their right to have a Representative present. The Employee may request to be joined by a Representative prior to or during such a meeting. During a non-disciplinary meeting, if the subject of the meeting evolves into a Disciplinary Meeting, the Employer will notify the Employee immediately of that fact and that the Employee may assert the right to have Union representation. If the Employee believes that the meeting has evolved into a Disciplinary Meeting, he or she may assert the right to have Union representation.

As much as practicable, such Disciplinary Meetings shall be scheduled at a mutually acceptable time and within a reasonable period of time from the occurrence or issue in question and shall be confidential, except in an emergency involving health or safety issues, when immediate intervention may be required. If necessary, the meeting will be rescheduled to allow the Employee to obtain Union representation. The meeting shall be suspended until such representation is secured or refused by the Employee. However, nothing in this Agreement shall prevent a supervisor from observing and counseling teachers about their performance in accordance with the School’s established procedures.

G. Probationary Period

School Secretaries, Teachers Assistants, and School Assistants hired after July 1, 2009 must serve for one (1) school year in a probationary capacity. During this probationary period, such employees may be released from employment with GDNYS without cause and at the sole discretion of the Board. Following passage of the probationary period, such employees will be entitled to the due process procedures as defined in this Article. Should the School employ a new title or category of employees having a community of interest with this group of employees, the probationary period will also apply to this group.

H. Substitute Employees

This Article does not apply to the dismissal of substitute employees.

Article 5

Grievance

An individual Employee, a group of Employees, or the Union on behalf of all the Employees (collectively, the “Grievant”) may initiate a grievance pursuant to the terms of this Agreement. A “grievance” shall mean a complaint by an Employee, a group of Employees or the Union that there has been a violation, misinterpretation or misapplication of any of the provisions of this Agreement.

A. Scheduling of Grievance Meetings

Conferences held pursuant to “Informal Level” or “Level One” through “Level Four” (“Grievance Meetings”) held under this Article shall be conducted at such times as afford a fair and reasonable opportunity for all persons entitled to be present to attend. Ordinarily such meetings shall be scheduled during non-working time (except during the Grievant’s lunch period) or immediately before or after the Grievant’s workday. However, should the School convene a meeting during the workday of any Employee who is entitled to be present, such Employee shall be relieved from work to the extent necessary to permit attendance, and shall not suffer a loss of pay or other benefit.

B. Right to Representation

Employees are entitled to be accompanied by a Union Representative (“Representative”) at any Grievance Meeting.

C. Grievance Procedures

Informal Level

Every effort should be made to resolve the grievance informally between the Grievant and the supervisor involved. This conference shall take place within fifteen (15) school days of the occurrence or omission or the realization of the occurrence or omission.

Level One: Principal

If the grievance is not resolved at the Informal Level, a concise summary of the grievance shall be submitted to the principal in writing within twenty (20) school days of the occurrence or omission or the realization of the occurrence or omission, detailing the article or articles of the contract allegedly violated and any supporting documents or materials. A conference shall take place within five (5) school days. A written memo will be returned by the principal within five (5) school days of the occurrence of the conference.

Level Two: Green Dot Designee

If the grievance is not resolved at Level One, within five (5) school days, the Union may appeal to Level Two. The Board shall designate an appropriate administrative individual employed by Green Dot Public Schools Inc. (e.g., the Chief Academic Officer) to hear and decide Level Two grievances. Within fifteen (15) school days the Designee will facilitate a meeting to come to resolution. Resolution of the grievance will be discussed and a written memo will be returned within fifteen (15) school days of the occurrence of the conference by the Designee.

Level Three: Board Designee

If the grievance is not resolved at Level Two, within five school days the Union may appeal to the Board President unless, due to a conflict of interest, that person may not hear the matter, in which case the Board shall designate an alternate Board member as its representative. Within fifteen (15) school days of receiving the appeal the Board President or alternate will facilitate a meeting to attempt to find an acceptable resolution. Resolution of the grievance will be discussed and a written memo will be returned within fifteen (15) school days of the occurrence of the conference by the Board President or alternate.

Level Four: Arbitrator

If the grievance (including but not limited to a grievance related to discipline) is not resolved at Level Three, the Union, within fifteen (15) school days after receiving the Level Three response, or after the failure to respond within the time limit, may submit a notice of arbitration to the Employer with a copy to the American Arbitration Association (AAA). The notice shall set forth the claim submitted for arbitration, the specific provision(s) of the Agreement involved and the remedy sought.

The Union shall request the AAA to process the grievance to arbitration in accordance with the Labor Arbitration Rules of the AAA, which rules shall apply to all aspects of the arbitration proceeding. The arbitrator shall have no authority to add to, subtract from, fail to apply, alter, amend or in any way modify the terms and provisions of the Agreement. An arbitrator may provide for and direct such relief as the arbitrator deems necessary and proper, subject to the limitations set forth herein and any applicable limitation of law.

As soon as practicable, the parties agree to identify three (3) arbitrators mutually acceptable to both parties for the resolution of disputes by proposing candidates to the other party. The arbitrators shall serve on a rotational basis to hear and determine the case submitted within twenty-one (21) school days if possible. If no panel arbitrator is available to hear the case within twenty-one (21) school days, the regular rotational order shall determine the arbitrator selected for the case. All arbitration hearings will be

concluded within thirty (30) school days. The arbitrator shall have one (1) month from the conclusion of the proceeding to issue the award.

The arbitrator's decision shall be final and binding on the Employer, the Union and the Grievant. The Employer agrees to apply to all substantially similar situations the decisions of an arbitrator sustaining a grievance. The Union agrees that it will not bring or continue any grievance that is substantially similar to a grievance denied by the decision of an arbitrator. All costs for the services of the arbitrator, including but not limited to, per diem expenses, travel and subsistence expenses, and the cost, if any, of a hearing room, shall be shared by the School and the Union. All other costs, except for release time for the grievant(s) and witnesses, shall be borne by the party incurring them.

Failure on the part of the Employer to answer a grievance at any step within the specified time limit shall entitle the Union to proceed to the next Level, as applicable.

D. No Reprisals

No reprisals of any kind will be taken by the Board, the School or representative or Employee of the Board or School against any grievant, any party in interest, or any other participant in the grievance procedure by reason of such participation.

Article 6 Professional Mediation

Where differences of opinion related to school-based decisions, policies or practice cannot be resolved, a mediation process will be available to facilitate the resolution of these differences. Although encouraged as a mechanism for problem-solving, participation in a mediation process is voluntary.

In order to utilize the mediation process, the Union or School may request the service of (a) person(s) identified as expert in mediation (a "Mediator"). Selections of such person(s) will be made by the School and the Union from a list of mediators mutually agreed upon by the School and the Union.

The Mediator will initiate the mediation process within ten (10) school days. This stage of the process is expected to be completed within thirty (30) school days unless the participants, including the Mediator, believe it beneficial to continue the process.

At the conclusion of the mediation:

1. If a resolution is reached, the Mediator will prepare an agreement for the participants to confirm and sign. It is expected that the participants will adhere in good faith to the agreement. Where one of the participants believes that a good faith effort is

not being made to adhere to the agreement, the participant will contact the Board President (or Board Designee) who will assess the situation and take actions as necessary to assure implementation of the agreement.

2. If there is no resolution, the Mediator will send letters to the participants confirming termination of the mediation process. In addition, the Mediator will send letters to the Board and Union advising them of the same.

Article 7 Rates of Pay

A. Salary Schedules

The salary schedules applicable to Employees effective September 1, 2008, effective September 1, 2009 and effective September 1, 2010 are attached hereto as Appendix A.

The attached salary schedule for the 2008-2009 school year represent a ten (10) percent differential above applicable salary schedules in effect for like titles within the Board of Education of the City School District of the City of New York ("New York City Board of Education"). The salary schedules for the 2009-2010 and 2010-2011 school years represent a fourteen (14) percent differential above the current rates for the applicable salary schedules in effect for like titles within the New York City Board of Education.

If the United Federation of Teachers and the New York City Board of Education negotiate a collective bargaining agreement for any title that contains an increase or improvement in salary, longevities, differentials, or per session rates, Employees covered by this Agreement in the nearest corresponding title shall receive the same percent increases or improvements, retroactive to the date of the new increase, such that the salary, longevities, differentials, and per session rates of Employees are always fourteen (14) percent higher than the corresponding salaries paid by the New York City Board of Education.

It is the intent of GDNYCS to maintain this salary differential in successor agreements, provided however, there may be years where, due to financial constraints, maintaining this differential may not be in the best interests of the School. In these situations, the Parties agree to negotiate possible alternatives.

B. Stipends

The Parties wish to encourage the Faculty to use their special skills, achievements, talents, and qualifications to design and implement projects and special programs that will enhance students' learning experience. Pursuant to Article 9, the School's Stipend Committee shall determine the types of services eligible for additional compensation, the assignment of such services to Employees, and the amount of each stipend for such services.

Annually, four (4) percent of the School's operating budget shall be dedicated to pay stipends as determined by the Stipend Committee for services provided both inside and outside of the instructional day.

C. Summer Compensation

Employees may elect to work during Summer School or "Summer Bridge." Such employees will receive additional compensation at a rate of \$42.00 per hour subject to the work schedule for the Summer program.

D. Pay Practices

Employees shall have their annual salary, which is earned during the regular school year (as defined in Article 8) pro-rated over twelve (12) months to provide summer vacation pay. Employees who work less than the school year (as defined in Article 8) shall have their annual salary pro-rated to reflect their actual days in pay status during the academic year as a proportion of the total number of academic calendar days.

Employees shall be placed on a higher salary column on the salary schedule when they provide evidence that they have met the requirements for that column. Upon providing such evidence to the School, the Employee's pay shall be increased effective at the beginning of the next pay period. The School shall accept unofficial transcripts as preliminary evidence of completion of graduate units for salary advancement. The Employee will be required to provide official transcripts as confirmation once they become available.

E. Overtime

GDNYCS will comply with any applicable federal and state overtime laws consistent with the classification of employees defined in Article 8 Section A.3.

**Article 8
Work Schedule and Assignments**

A. Work Year and Day

1. The work year for returning Employees' (i.e. those employees who have worked at the School during the previous school year) shall begin no earlier than August 21st of each school year. Employees shall work no more than 1.) the same number of instructional days as designated in the annual school calendar of the New York City Board of Education for high schools and 2.) eight (8) additional days that shall be designated for mandatory professional development. Employees new to the School (in their first year only), School Secretaries/Office Managers, School Assistants, and Teaching Assistants shall work two (2) days in addition to the above stated work year.

2. The School will follow the same holiday schedule as the New York City Board of Education for high schools; however, pursuant to Article 9 the School's Calendar Committee may reconfigure the school calendar within the parameters for the work year defined above and subject to any legal requirements for public holidays.

3. The professional workday for Teachers and Guidance Counselors shall include the student day, staff meetings, professional development meetings, office hours and time needed for class preparation. The work day for full-time School Secretaries/Office Managers, Teachers Assistants and School Assistants is eight (8) hours per day with a forty (40) hour work week. Should the School employ a new title or category of employees having a community of interest with this group of employees, the professional workday defined here will also apply to this group. Teachers and Guidance Counselors are considered exempt titles for purposes of overtime; School Secretaries/Office Managers, Teachers Assistants and School Assistants are non-exempt.

4. Employees will receive a duty-free lunch period of no less than thirty (30) minutes. Each Teacher will be given at least one (1) class period per schedule cycle for preparation time. Preparation time is to be used for preparation related to teaching duties and or Union business and not for personal business or conducting personal appointments. Pursuant to Article 9, the School's Calendar Committee may revise the amount of preparation time provided to Employees and the length of Employees' duty-free lunch so long as all legal requirements for instructional minutes are met and it is determined that such changes do not negatively impact the School's educational standards.

5. The School recognizes that Employees rely on their regular schedules to prepare their work and agrees that the scheduling of ad hoc meetings or other events not regularly scheduled can disrupt and interfere with teaching. Therefore, ad hoc changes that affect Employees' daily work schedule should be minimized and, where such meetings or events are necessary, should be made with reasonable advance notice so as not to interfere with Employees' schedules. In the event that an ad hoc meeting is

scheduled outside of normal working hours without reasonable notice, and an Employee is unable to attend due to a prior commitment or personal hardship, the Employee will not be disciplined for not attending.

6. Employees who lose time from their scheduled preparation because they are required by the School to cover a class shall be additionally compensated for such extra time within the next pay period at the Employee's pro-rated hourly pay rate.

7. Returning Employees will accrue sick days at a rate of one (1) day per work month. The School will provide new Employees, in their first year only, with ten (10) available sick days at the commencement of their service, and new Employees will not accrue additional sick days until their second year of employment. Unused sick days for all Employees, up to a limit of two hundred (200) days, will be banked for future use. In any given year, up to three (3) sick days may be used for personal business. For an Employee's absences of one-half (1/2) a work day or less, the School will deduct from the Employee's accumulated days in hourly increments for every fraction of an hour the employee is absent from work. Absences of more than one-half (1/2) a work day shall be deducted as a full day of sick leave. Unit members with perfect attendance during a school year will be awarded a bonus of two (2) days pro-rata pay.

8. For any Employees on leave from the New York City Board of Education, upon proof of the Employee's resignation from the New York City Board of Education and on verification of the Employee's sick leave balance with the New York City Board of Education, the School will recognize as unpaid leave fifty (50) percent of the sick leave balance available on the date of resignation. Such leave will be available for use by the member as unpaid leave pursuant to Article 12.

B. Assignments

1. To facilitate adequate planning for the upcoming school year, on or before January 15th of each year the School will distribute to all Employees a notice of intent to return. On or before February 14th of each year, Employees must sign a notice of intent to return in order to assure assignment with the School for the following school year. Employees who indicate that they do not intend to return may change their election up until April 1st of each year and will be assured an assignment for the following year. An Employee may extend the April 1st deadline in a written request to the School, dated prior to April 1st, until April 15th, and such a request will not be unreasonably denied. The notice of intent to return may include a statement of preferred assignment for the following school year. The absence of such a statement shall indicate that the Employee desires to continue in his or her current assignment and, if the Employee has satisfactory evaluations pursuant to Article 11, the Employee shall be so assigned.

2. In determining assignments for the following year for Employees desiring a change of assignment within their existing academic department, the following procedure shall be followed.

a. On or before January 15th of each year, the School shall provide each academic department with the list of classes for the following year and each Employee's preferred assignment. Each academic department shall meet to mutually determine initial assignments for the following year. Each academic department shall present the list of initial assignments to the principal on or before April 1st of each year, including any positions remaining open.

b. Open positions for the upcoming school year along with Summer School and "Summer Bridge" positions shall be posted by April 15th of the current school year. After the hiring of new personnel (pursuant to Article 9 in the procedures outlined for the Hiring Committee), the initial assignments may be reviewed by each academic department. Department members will consult with the goal of reaching mutual agreement on final assignments.

c. In the event that mutual agreement on assignments is not reached in either of the preceding sections, the principal shall make the final determination on assignments using the following criteria:

- Legal requirements and qualifications
- Satisfactory evaluation
- Expertise and relevant experience

In the absence of substantial distinguishing differences in the above criteria, length of service at the School shall be the determining factor.

e. Employees shall be notified of their final assignments for the next school year on or before May 1st.

Article 9 Professional Leadership and Growth

GDNYC is committed to the Faculty taking a leadership role in a school environment where Faculty members' talents will be supported and utilized to their fullest potential. Employees will have the opportunity to participate in decision-making roles on curricular and extra-curricular issues. Faculty members shall have majority representation on school leadership bodies, including Leadership, Professional Development, Stipend, Calendar and Programming, Hiring and Budget Committees. The exact composition and authority of these bodies may differ, as outlined below. In all school leadership bodies on which Faculty members serve, Faculty representatives shall be democratically selected by Bargaining Unit Members using a process determined by the Bargaining Unit Members.

Shared decision-making is central to the philosophy of GDNYS and school and administrators are encouraged to solicit the input of Employees. Best efforts shall be made to reach consensus on School decisions and in Committee deliberations, although, and except as provided below, final decision making authority rests with the School.

A. Leadership Committee

The School will form a Leadership Committee consisting of Faculty members, School administrators, parents, and students to foster and develop a successful, high achieving climate at the school. The Leadership Committee shall meet no less than once a month during the school year to consider major policy issues facing the School. In addition to the Leadership Committee, the School will have the Committees listed below. These Committees may be established separately or as sub-committees to the Leadership Committee.

B. Professional Development Committee

Paramount to the School's success and students' academic achievement is the Faculty's professional growth. In order for the School to maintain its organizational vigor and best serve its students, it must develop a systematic, ongoing program of professional growth and development. The Parties recognize that the professional development of the School's Faculty is both a personal responsibility of the Employees and an institutional responsibility of the School

To achieve this goal, the School will establish a Professional Development Committee. This Committee will annually define the scope of Employees' in-service program to meet Faculty member's professional needs as they relate to student achievement. In collaboration with the Budget Committee, the Professional Development Committee will develop a budget deemed appropriate to accomplish in-service activities.

No later than September 30th of each year, the Professional Development Committee will present its program of in-service professional development to the School's Board (or the Board's Designee) for approval. Once the plan is approved, Employees are expected to participate in all relevant professional development activities.

C. Stipend Committee

A Stipend Committee shall be formed to discuss and determine the distribution of stipends and release time for services provided outside and during the normal instructional day. The Stipend Committee shall develop a process for soliciting from the Faculty ideas and requests for stipend-eligible work and a methodology by which stipend

requests will be evaluated and awarded. A draft schedule of stipend-eligible work for the following school year shall be posted at the School no later than the last day of instruction in any given school year. The Committee's final recommendations for the distribution of stipends for a school year shall be presented to the Board for approval no later than September 30th of each school year.

D. Calendar and Programming Committee

A Calendar and Programming Committee shall be formed to determine, pursuant to the requirements of Article 8, the work calendar for the following school year. The Calendar and Programming Committee shall meet no later than April 1st and shall provide a recommended Calendar to all Employees no later than May 1st. The Calendar and Programming Committee is also authorized to recommend changes to the daily schedule, including the assignment of Employees' preparation periods. In the event the Calendar Committee recommends a reconfiguration of the annual calendar or work day, such recommended changes must be ratified by a majority of Bargaining Unit Members and approved by the Board.

In determining the annual calendar, the Calendar Committee will consider making time available to teachers to observe the educational practices of their colleagues or other skilled practitioners. The School considers this practice to be part of a broader teacher professional development program and will seek opportunities for teachers to do so.

E. Hiring Committee

1. A Hiring Committee shall be formed at the School and will be responsible for ensuring that the School attracts, recruits, and hires high-quality educators. The committee consists of the principal, Faculty representatives, and may also include students. Notwithstanding the below procedures, the Hiring Committee will determine the process for hiring new employees. Best efforts will be made to reach consensus on all hiring decisions, with due consideration to majority opinion. However, the principal retains the final authority on all hiring decisions.

2. Upon knowledge of any new or open positions or vacancies, the School shall deliver to all Employees and post a list of open positions for the current or upcoming school year. The list shall contain:

- A job description
- Credentials and qualifications necessary to meet the requirements of the position
- A closing date, which must be at least ten (10) working days following the posting date

3. In evaluating candidates for new or open positions or vacancies, the Hiring Committee shall consider a candidate's

- Qualifications and credentials, including a candidate's ability to satisfy any legal requirements of the position
- Prior satisfactory evaluations
- Expertise and relevant experience

In the absence of substantial distinguishing differences in the above criteria, length of service at the School shall be the determining factor. Moreover, the Hiring Committee shall give preference to incumbent Employees with satisfactory performance and appropriate credentialing who apply for any new, open, or vacant positions, and the School shall, upon request of the Bargaining Unit Member, deliver in writing the reason(s) why he or she was not selected to fill the vacancy.

4. Upon written request by an Employee, Employees shall be notified by mail of any vacancies which may arise during the summer recess or during an Employee's leave of absence. This request must be in writing and must include the Employee's mailing address.

F. Budget Committee

The School shall form a Budget Committee, consisting of Employees and administrators, which shall meet by March 1st of each year to review and make recommendations to the Board regarding budget allocations for the following school year.

Article 10 Student-Teacher Ratio, Class Size and Teacher Load

The School shall maintain a school-wide staffing ratio of no more than twenty (20) students to one (1) full-time classroom teacher. Unless otherwise approved by the Calendar Committee and ratified by a majority of Bargaining Unit Members and the Board, an individual class may not exceed thirty (30) students. Moreover, there must be a total of no more than one hundred thirty (130) students in all of a teacher's classes excluding advisory.

**Article 11
Evaluation**

The Teacher Evaluation System is found in Appendix B and shall serve as the evaluation procedure for all GDNYC Teachers and Guidance Counselors.

The Performance Evaluation Process found in Appendix C shall serve as the evaluation procedure for all GDNYCS School Secretaries/Office Managers, Teachers Assistants, and School Assistants and other employees hired with the same community of interest.

**Article 12
Leaves of Absence With and Without Pay**

A. Eligible Leaves

As set forth below, the School will provide an unpaid leave of absence to Employees as follows: for maternity, childcare, care of an adopted child, care of a sick member of the Employee's family, for restoration of an Employee's own health. The School may grant, and will not unreasonably deny, leaves of absence for adjustment of personal affairs such as, but not limited to, settling the affairs of a family business on the death or incapacitation of the family member in charge. For purposes of this article, a family member includes, but is not limited to, an Employee's spouse, domestic partner, child, parent, sister or brother, stepchild, grandparent, grandchild, or the parent, child, or sibling of the Employee's domestic partner.

"Domestic Partner" is a person at least eighteen (18) years of age and mentally competent to consent to contract with whom the Employee has lived in the same residence for at least one (1) year and with whom the Employee has an exclusive mutual commitment similar to marriage. The Employee may not be married to anyone else or have another domestic partner.

B. Leaves Without Pay

The applications for and granting of such leaves of absence shall be in writing to the School. Applications for discretionary leaves shall be given careful consideration and any denial will be set forth in writing with reasons on the basis of the best interest of the organization.

Employees on leaves without pay shall be permitted to participate in the School's health and welfare insurance programs as required by the Consolidated Omnibus Budget Reconciliation Act ("COBRA"). An Employee on such a leave shall notify the Principal by April 1st of the school year as to his or her intent to return to employment in the school

for the following school year. Failure to notify may be considered an abandonment of position and forfeiture of all insurance benefits.

C. Child Bearing Preparation and Child Rearing

Employees may use their accrued sick leave for purposes of preparation for child birth, post-birth bonding or adoption. Upon exhaustion of their accrued sick leave, Employees may request the donation of additional leave time from other Bargaining Unit Members. The donated leave will be deducted from the accrued personal sick leave of the Employee who donates it. No Employee may contribute more than one (1) additional day of leave per incident. The total amount of paid leave for purposes of preparation for child birth, post-birth or adoption shall be limited to a maximum of two-hundred (200) days.

Notwithstanding any other section of this article, receipt of donated leave is contingent upon the agreement of the recipient of such donated leave returning for a minimum of one (1) additional year of employment at GDNYC. This condition may be waived by the mutual agreement of the Parties.

Upon the exhaustion of accrued and donated sick leave, leave without pay shall be granted to a unit member for preparation for child bearing, for child rearing, or adoption. Such leave, inclusive of any paid leave for this purpose, shall not exceed ten (10) months.

Insurance benefits will continue for the duration of the leave, for a maximum of six (6) months, at the same level and conditions as if the Employee had continued to work.

If an Employee is on leave for child bearing or child rearing and in the event of a miscarriage or death of child subsequent to childbirth, the Employee may request an immediate assignment to a unit position. If there is no vacancy for which an Employee is qualified, the Board will assign the Employee to a position as soon as practicable.

D. Family Care and Medical Leave

Under state and federal law, unit members who have served the School more than twelve (12) months and have at least 1,250 hours of service with the School during the previous twelve (12) month period, have the right to an unpaid family care and medical leave of up to twelve (12) work weeks in a twelve (12) month period for the birth of a child, for the placement of a child for adoption or foster care, for the serious health condition of their child, parent or spouse, or for their own serious health condition which makes them unable to perform their job. When granting this leave, the School guarantees reinstatement to the same or a comparable position at the end of the leave, subject to any exceptions or limitations provided by law.

If possible, at least thirty (30) calendar days written advance notice must be provided for foreseeable events such as the expected birth of a child or the planned medical treatment of yourself or a family member. For events which are unforeseeable thirty (30) days in advance, the School must be notified as soon as practicable. Failure to comply with these notice rules is grounds for, and may result in, denial or deferral of the requested leave until this notice policy is complied with.

E. Miscellaneous Leaves Without Pay

Upon recommendation of the Board President and approval by the Board, leave without compensation may be granted for a period not to exceed one (1) school year for the following purposes: care for a member of the immediate family who is ill, long-term illness of the unit member, service in an elected public office, educational travel, professional study or research or public service. Extension of such leaves may be granted at the sole discretion of the Board.

F. Military Leave

GDNYC shall grant a military leave of absence to any employee who must be absent from work due to service in the uniformed services in accordance with the Uniformed Services Employment and Re-Employment Rights Act of 1994 (“USERRA”). All employees requesting military leave must provide advance written notice of the need for such leave, unless prevented from doing so by military necessity or if providing notice would be impossible or unreasonable.

If military leave is for thirty (30) or fewer days, the School shall continue the Employee’s health benefits and full salary. For service of more than thirty (30) days, employee shall be permitted to continue their health benefits at their option through COBRA. Employees are entitled to use accrued vacation or paid time off as wage replacement during time served, provided such vacation/paid time off accrued prior to the leave.

The School will reinstate those employees returning from military leave to their same position or one of comparable seniority, status, and pay if they have a certificate of satisfactory completion of service and apply within ninety (90) days after release from active duty or within such extended period, if any, as required by law. Exceptions to this policy will occur wherever necessary to comply with applicable laws.

G. Bereavement Leave

An Employee shall be granted a leave of absence for the death or imminent death of any member of the immediate family without loss of pay or benefits or deduction from other leave benefits. This leave shall be for three (3) days, unless travel of more than

two-hundred (200) miles is required; in such case the length of the leave shall be for five (5) days. In order to qualify to be paid under this provision, Employees must notify the School in advance that they wish to take time off in accordance with this provision. At its discretion, the School may wish to see evidence of the death of family member such as a death certificate.

H. Jury and Witness Duty

Employees shall be granted leave, without loss of pay or benefits, for up to ten (10) school days to appear in court as a witness, other than as a litigant, or to respond to an official order from duly authorized government agencies, or to serve as a juror. The Employee is expected to notify the School promptly upon receipt of notice of a specific date of duty as a juror or a subpoenaed witness and to return to work whenever not required for duty as a juror or a subpoenaed witness and when it is concluded.

I. Religious Observance

Teachers shall be permitted to use sick days for religious holidays that are not-observed by the School. If an employee has no sick days available, additional religious observances may be granted as unpaid leave at the School's discretion.

Article 13 Maintenance of Benefits

During the term of this Agreement the School shall provide and maintain group health and welfare insurance and retirement benefits that are competitive with those benefits provided to New York City Board of Education employees including but not limited to the health insurance benefits provided through Group Health Incorporated ("GHI"), Health Insurance Plus ("HIP"), the UFT Welfare Fund, and the Teachers Retirement System ("TRS").

Benefits described in this article are available to employees whose work week exceeds twenty (20) hours. The School is responsible for the full cost of the base GHI, HIP, and UFT Welfare Fund program for individual and family rates and employer obligations established by TRS.

A description of the health benefits currently provided through GHI and HIP is available at the following website:

http://www.nyc.gov/html/olr/downloads/pdf/healthb/full_spd.pdf.

A description of welfare benefits currently provided through the UFT Welfare Fund can be obtained here: <http://www.uft.org/member/benefits/redappleinserv/>.

A description of the benefits currently provided by TRS is available at this website: <http://www.trs.nyc.ny.us/>.

The terms and benefits provided to Employees on the date of ratification of this Agreement will continue unless they are changed as provided in this Agreement. The Union will be advised of any proposed material changes in Employee benefits or costs and no change shall be implemented without appropriate prior consultation and negotiation with the Union.

Article 14

Union Security

1. It shall be a condition of employment that every Employee who is a member of the Union in good standing as of the date of execution of this Agreement shall remain a member in good standing.

2. Those Employees who are not members on the date of execution of this Agreement shall become and remain members in good standing of the Union or may become an agency fee payer no later than thirty (30) days following the date of execution of this Agreement.

3. After the date of execution of this Agreement every newly hired Employee will become a member of the Union within thirty (30) days after the date of employment and thereafter will remain a member in good standing or may become an agency fee payer in accordance with applicable law. In such cases the procedures herein applicable to Union dues shall apply with full force and effect to agency fees.

4. "Good standing" for the purpose of this Article shall mean the payment or tender of periodic dues, uniformly required as a condition of membership, to the Union.

5. The School shall provide suitable space for a bulletin board for the posting of official Union notices and information. Union representatives shall have access to, and shall be permitted to communicate with Employees through Employee mailboxes, bulletin board, and School email accounts. As much as practicable, communication shall be made electronically (e.g. via email).

6. Union chapter meetings may be held on School premises at and for reasonable times during non-working hours and during lunch periods. As much as practicable, the Union chapter will notify the School of such meetings prior to their occurrence.

7. Any authorized Union representative ("Representative") shall have the right of access to the School facilities including Employee mailboxes and Union bulletin boards. Upon arriving at the School, the Representative shall notify the administration of his or her arrival. Representatives shall not in any way interrupt any Employee's duties or

assignments. The Representative may contact Employees before and after Employees' hours of service or during lunch, preparation or non-teaching periods.

8. There shall be monthly consultations between the Union chapter's duly elected representative (the "Chapter Leader") and the Principal.

9. Copies of all School-wide memoranda, directives, or Board policy shall be sent to the Union's Chapter Leader.

10. The School's UFT Chapter Leader and the School's UFT Chapter Delegate shall be released, without any diminution in compensation, up to six (6) times combined during the 2009-2010 school year, up to eight (8) times combined for the 2010-2011 school year, and ten (10) times combined for the 2011-2012 school year at a time of day that allows for travel to and attendance at the UFT Delegate Assembly. The Chapter Leader shall inform the School of the schedule of Delegate Assemblies at the beginning of the school year.

Article 15 Payroll Deduction of Union Dues

1. Upon receipt of authorization from an Employee, the Union will transmit notice of receipt of the authorization to the School and the School will, pursuant to such authorization, deduct from the wages or salary due the Employee in each pay period the regular dues set by the Union. The School will honor individual written authorizations for the deduction of Union dues in accordance with their terms; including authorizations stating that they are irrevocable until the following June 30 and automatically renewable for another year unless written notice is given to the Union and/or School.

2. The School shall deduct from the wage or salary of Employees in the bargaining unit who are not members of the UFT the amount equivalent to the dues levied by the UFT and shall transmit the sum so deducted to the UFT, in accordance with Section 208(3)(b) of Article 14 of the Civil Service Law. The UFT affirms it has adopted such procedure for refund of agency shop deduction as required in Section 208(3)(b) of Article 14 of the Civil Service Law. This provision for agency fee deduction shall continue in effect so long as the UFT establishes and maintains such procedure.

3. The Union shall refund to the Employees any agency shop fees wrongfully deducted and transmitted to the Union.

4. The agency shop fee deductions shall be made following the same procedures as applicable for dues check-off, except as otherwise mandated by law.

5. By the twentieth (20th) day of each month, the School shall remit to the Union all deductions for dues or agency fees made from the salary of Employees for the preceding month.

6. The Union shall furnish the School with a record of those Employees that have executed written authorizations.

7. The School shall furnish the Union with a record, in a format acceptable to the Union, of those for whom deductions have been made and the amounts of the deduction.

8. The School shall ensure that any payroll system used can fully accommodate the deduction of dues and/or the amount equivalent to the dues levied by the UFT in accordance with Section 208(3)(b) of Article 14 of the Civil Service Law.

9. The School will arrange for voluntary payroll deduction contributions for federal political contests in accordance with Title 2, Section 441b of the U.S. Code.

10. The School shall permit Employees to authorize payroll deductions to voluntarily purchase benefits administered by the New York State United Teachers (NYSUT).

Article 16 Reduction in Force and Recall

In the event that economic circumstances require layoffs, and prior to making any decisions regarding the layoff of any Bargaining Unit Members, the Parties agree to bargain for the purpose of avoiding or minimizing such layoffs and to develop equitable criteria for determining which unit members will be subject to such layoffs.

Article 17 No Strike – No Lockout

There shall be no strike by Employees or lockout by the School during the term of this Agreement.

Article 18
Conformity to Law

Should any provision of this Agreement be or become contrary to law such provision shall not be performed or enforced except to the extent allowable by law, and the Parties shall seek to negotiate a substitute provision to comply with the law while preserving the original intent of the provision. All other provisions of the Agreement shall continue in full force and effect.

Article 19
Anti-Discrimination

The school shall not discriminate against any Employee on the basis of race, creed, color, national origin, sex, marital status, sexual orientation, handicapping condition, age or membership or participation in, or association with the activities of, any employee organization.

The School will comply with all applicable City of New York, State of New York, and federal law regarding discrimination and will maintain a comprehensive process to ensure any employee with a complaint or concern may bring such matters to the School's attention for resolution. However, nothing in this Article shall constitute a waiver of a Bargaining Unit Member's rights to bring a discrimination claim to an appropriate government agency, or in a court of competent jurisdiction.

Article 20
Safety

The School shall provide a safe environment consistent with all legal requirements. To this purpose, GDNYCS is charged with the responsibility of maintaining security, health and safety at the School. Specifically, the School shall assume the responsibility to investigate all conditions which are reported to be unsafe, hazardous, unhealthy, or potentially dangerous and shall take necessary steps to have the conditions remedied.

The Union and the Board shall establish a joint Safety Committee which shall meet on a regular basis but no less than once a semester, to discuss and consider appropriate means of maintaining a safe and healthy work environment. The Committee and any experts it may designate will have access to the School for the purpose of investigating and assessing the safety of the School. Such visits may be made upon reasonable notice to the School in any manner that minimizes disruption to the School.

The School shall develop, in collaboration with the Union, parents and students, the School's Safety Agents and representatives from all other schools located in the same building, a comprehensive safety plan, subject to Board approval. The safety plan shall be updated annually by the Safety Committee. Reports of any safety incidents shall be shared with the Chapter Leader as soon as practicable.

Employees shall be responsible to report to the School in writing any unsafe, hazardous, unhealthy, or potentially dangerous working condition. A response will be provided to the Employee within a time frame which reflects the urgency of the concern but in no event later than ten (10) school days. When complaints or reports of an urgent manner related to safety are brought to the Principal's attention, such reports shall be immediately addressed in accordance with the building-wide safety plan and, as appropriate, in conjunction with the School's Safety Agents.

The School shall maintain visitor protocols to ensure a safe environment.

Employees will be prohibited from driving students in their personal vehicles, and Employees assume liability for their own vehicles.

Unit members shall immediately report cases of assault or threatened assault suffered in connection with their employment to the School and to local law enforcement. The School or designee shall comply with any reasonable request from the Employee for information in the possession of the School relating to the incident or the persons involved, and shall act in appropriate ways as liaison between the Employee, local law enforcement and the courts.

Article 21 Duration

This Agreement, except as otherwise stated, shall be effective from August 25, 2008 to August 31, 2011.

Article 22 Amendment

This Agreement may be amended only by written agreement signed by the Parties and Green Dot Public Schools, Inc.

Notice pursuant to N.Y. Civil Service Law § 204-a

It is agreed by and between the Parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval

For Green Dot New York
Charter School:

For United Federation of
Teachers:

For Green Dot Public
Schools, Inc.:

Jeffrey T. Leeds
Chairman of the Board of
Trustees

Randi Weingarten
President

Steve Barr
Founder and Chairman

Date: _____

Date: _____

Date: _____

Appendix A: Salary Schedules

The School will place Employees on the applicable salary schedule based on the Employees' total years of teaching experience and Employees' educational achievement (if applicable).

Employees are placed on the salary schedule as follows based on prior teaching experience:

Experience	Step
None	1a
Completed half but less than one year	1b
Completed one but less than one and a half years	2a
Completed one and a half but less than two years	2b
Completed two but less than two and a half years	3a
Completed two and a half but less than three years	3b
Completed three but less than three and a half years	4a
Completed three and a half but less than four years	4b
Completed four but less than four and a half years	5a
Completed four and a half but less than five years	5b
Completed five but less than five and a half years	6a
Completed five and a half but less than six years	6b
Completed six but less than six and a half years	7a
Completed six and a half but less than seven years	7b
Completed seven but less than seven and a half years	8a
Completed seven and a half but less than ten years	8b
Completed ten but less than thirteen years	8b+10 year longevity
Completed thirteen but less than fifteen years	8b+13 year longevity
Completed fifteen but less than eighteen years	8b+15 year longevity
Completed eighteen but less than twenty years	8b+18 year longevity
Completed twenty but less than twenty-two years	8b+20 year longevity
Completed twenty-two years	8b+22 year longevity

The date an employee starts employment at Green Dot is the employees "anniversary date." Employees move up to the next a or b step on March 1 of each year and on their anniversary date each year so they move two steps a year until they reach step 8b. After reaching step 8b, the top of the salary step schedule, employees receive longevity increments after completing the applicable number of years of experience.

Employees are placed in column I, II, or III of the salary schedule based on their level of applicable educational achievement as follows:

Initial NYS Teaching Certificate	Column I
Transitional NYS Teaching Certificate	Column I
Bachelor's Degree with major in the subject area being taught	Column I

Bachelor's Degree and pass content specialty exam in the subject area being taught	Column I
Permanent NYS Teaching Certificate in the subject area being taught	Column II
Valid Professional NYS Teaching Certificate in the subject area being taught	Column II
Permanent NYS Teaching Certificate in the subject area being taught plus 30 credits	Column III
Valid Professional NYS Teaching Certificate in the subject area being taught plus 30 credits	Column III

Employees move to a higher column upon completion of the requirement for the higher column.

**Green Dot New York Charter School
Teachers Salary Schedule 2008-2009**

	I	II	III
1A	50083	56568	63052
1B	50083	56568	63052
2A	53277	59762	66246
2B	53277	59762	66246
3A	53720	60204	66689
3B	53720	60204	66689
4A	54497	60982	67466
4B	54497	60982	67466
5A	55168	61653	68137
5B	55168	61653	68137
6A+L5	56993	63478	69962
6B+L5	58018	64503	70987
7A+L5	59541	66025	72510
7B+L5	63107	69592	76076
8A+L5	66444	72929	79413
8B+L5	70407	76891	83376
8B +L10	73805	80289	86774
8B+L13	76117	82601	89086
8B+L15	81000	87484	93969
8B+L18	82280	88765	95249
8B+L20	91753	98238	104722
8B+L22	97085	103569	110054
L5	1100		
L10	4498		
L13	6810		
L15	11693		
L18	12973		
L20	22447		
L22	27778		

Requirements:

- Column I Initial NYS Teaching Certificate or
Transitional NYS Teaching Certificate or
Bachelor's Degree with major in the subject area being taught or
Bachelor's Degree and pass content specialty exam in the subject area being taught
- Column II Permanent NYS Teaching Certificate in the subject area being taught or
Valid Professional NYS Teaching Certificate in the subject area being taught
- Column III Permanent NYS Teaching Certificate in the subject area being taught plus 30 credits or
Valid Professional NYS Teaching Certificate in the subject area being taught plus 30 credits

Green Dot New York Charter School
Teachers Salary Schedule 2009-2010 and 2010-2011

	I	II	III
1A	51904	58625	65345
1B	51904	58625	65345
2A	55215	61935	68655
2B	55215	61935	68655
3A	55673	62393	69114
3B	55673	62393	69114
4A	56479	63199	69920
4B	56479	63199	69920
5A	57174	63895	70615
5B	57174	63895	70615
6A+L5	59066	65786	72506
6B+L5	60128	66848	73569
7A+L5	61706	68426	75147
7B+L5	65402	72122	78842
8A+L5	68861	75581	82301
8B+L5	72967	79687	86407
8B +L10	76488	83209	89929
8B+L13	78885	85605	92325
8B+L15	83945	90665	97386
8B+L18	85272	91992	98713
8B+L20	95090	101810	108530
8B+L22	100615	107336	114056
L5	1140		
L10	4661		
L13	7058		
L15	12118		
L18	13445		
L20	23263		
L22	28788		

Requirements:

- Column I Initial NYS Teaching Certificate or
Transitional NYS Teaching Certificate or
Bachelor's Degree with major in the subject area being taught or
Bachelor's Degree and pass content specialty exam in the subject area being taught
- Column II Permanent NYS Teaching Certificate in the subject area being taught or
Valid Professional NYS Teaching Certificate in the subject area being taught
- Column III Permanent NYS Teaching Certificate in the subject area being taught plus 30 credits or
Valid Professional NYS Teaching Certificate in the subject area being taught plus 30 credits

**Green Dot New York Charter School
School Counselor Salary Schedule 2008-2009**

Step	I	II
1A	56305	62887
1B	56305	62887
2A	59826	66408
2B	59826	66408
3A	60250	66833
3B	60250	66833
4A	61023	67605
4B	61023	67605
5A	62075	68658
5B	63974	70556
6A+5	66751	73334
6B+5	68666	75249
7A+5	70305	76888
7B+5	75569	82151
8A+5	78674	85257
8B+5	82567	89150
8B+10	86038	92620
8B+13	86986	93568
8B+15	90686	97269
8B+18	92215	98798
8B+20	101070	107653
8B+22	106555	113137

Longevity increments

5	1100
10	4571
13	5519
15	9219
18	10748
20	19603
22	25088

Requirements:

Column I NYS Provisional Certificate, School Counselor

Column II NYS Permanent Certificate, School Counselor

Green Dot New York Charter School
School Counselor Salary Schedule 2009-2010 and 2010-2011

Step	I	II
1A	58352	65174
1B	58352	65174
2A	62001	68823
2B	62001	68823
3A	62441	69263
3B	62441	69263
4A	63242	70063
4B	63242	70063
5A	64332	71154
5B	66300	73122
6A+5	69179	76000
6B+5	71163	77985
7A+5	72862	79684
7B+5	78317	85139
8A+5	81535	88357
8B+5	85570	92391
8B+10	89166	95988
8B+13	90149	96971
8B+15	93984	100806
8B+18	95568	102390
8B+20	104745	111567
8B+22	110430	117251

Longevity increments

1140
4737
5719
9554
11139
20316
26000

Requirements:

Column I NYS Provisional Certificate, School Counselor

Column II NYS Permanent Certificate, School Counselor

Green Dot New York Charter School
Secretary/Office Manager Salary Schedule 2008-2009

Step	I	II	III
1A	36287	38962	39466
1B	36287	38962	39466
2A	38914	41589	42093
2B	39537	42213	42716
3A	40168	42843	43347
3B	41350	44025	44529
4A	42026	44701	45205
4B	42705	45381	45884
5A	43397	46072	46576
5B	44681	47356	47860
6A+5	46235	48910	49414
6B+5	46968	49643	50147
7A+5	47702	50377	50881
7B+5	48432	51107	51611
8A+5	50265	52940	53444
8B+5	52282	54957	55461
8B+10	55113	57789	58292
8B+13	56003	58678	59182
8B+15	58773	61448	61952
8B+18	60016	62691	63195
8B+20	65379	68054	68558
8B+22	68880	71555	72059

Longevity

L5	825
L10	3656
L13	4546
L15	7316
L18	8559
L20	13922
L22	17423

Requirements:

Column I Associate's Degree

Column II Bachelor's Degree

Column III Bachelor's Degree plus 30 credits in Business Administration or related coursework

Green Dot New York Charter School
Secretary/Office Manager Salary Schedule 2009-2010 and 2010-2011

Step	I	II	III
1A	37606	40379	40901
1B	37606	40379	40901
2A	40329	43101	43623
2B	40975	43748	44270
3A	41628	44401	44923
3B	42854	45626	46148
4A	43554	46326	46848
4B	44258	47031	47553
5A	44975	47748	48270
5B	46306	49078	49600
6A+5	47916	50689	51211
6B+5	48676	51448	51970
7A+5	49436	52209	52731
7B+5	50193	52966	53488
8A+5	52092	54865	55387
8B+5	54183	56956	57478
8B+10	57117	59890	60412
8B+13	58040	60812	61334
8B+15	60910	63683	64205
8B+18	62198	64971	65493
8B+20	67756	70528	71051
8B+22	71385	74157	74679

Longevity

L5	855
L10	3789
L13	4712
L15	7582
L18	8870
L20	14428
L22	18056

Requirements:

Column I Associate's Degree

Column II Bachelor's Degree

Column III Bachelor's Degree plus 30 credits in Business Administration or related coursework

**Green Dot New York Charter School
School Assistants Salary Schedule**

2008-2009	21,908
2009-2010	22,705
2010-2011	22,705

**Green Dot New York Charter School
Teacher Assistant Salary Schedule 2008-2009**

Level I	26,318
Level II	26,795
Level III	
Minimum	27,877
Associate's or Bachelor's - 1st year	28,977
Associate's with one year experience	33,140
Bachelor's with one year experience*	37,994
5 year longevity	550
15 year longevity	1,745

* Experience Waived if Enrolled in a Teacher Prep Program

Placement of Teaching Assistants in the appropriate titles shall be made in accordance with the New York State Education Department Teaching Assistant certification requirements.

Green Dot New York Charter School
Teacher Assistant Salary Schedule 2009-2010 and 2010-2011

Level I	27,275
Level II	27,769
Level III	
Minimum	28,891
Associate's or Bachelor's - 1st year	30,031
Associate's with one year experience	34,345
Bachelor's with one year experience*	39,376
5 year longevity	570
15 year longevity	1,808

* Experience Waived if Enrolled in a Teacher Prep Program

Placement of Teaching Assistants in the appropriate titles shall be made in accordance with the New York State Education Department Teaching Assistant certification requirements.

Appendix B: Green Dot New York Charter School Teacher Evaluation System

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6. Track 2	Pages 11-12
a. Professional Growth Plan	Pages 13-14
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7. Counselor Evaluation Process	Page 17
a. Counselor Reflection Tool	Pages 18-25
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9. Counselor Annual Goals Forms	Pages 34-44
10. Lesson Observation Process	Pages 45-47
11. Observation Tools	
a. Formal Observation Tool	Pages 48-49
b. Informal Observation Tools	Pages 50-56
c. GDSTP Rubrics	Pages 57-62
d. Formal Observation Summary	Pages 63-66

Purpose:

Green Dot is committed to developing effective educators. Green Dot also believes that all teachers should be held accountable for the objectives and outcomes they can influence. As a result, Green Dot will provide extensive support to help teachers meet their objectives and enhance themselves professionally. All Green Dot teachers are expected to actively participate in a process of continuous improvement and reflection by being open to feedback and by using the resources and tools that Green Dot provides.

Evaluations are part of an ongoing, year-round process in which a teacher will discuss performance issues with his or her administrator. Specifically, the evaluation will evaluate the teacher's current level of performance, progress made since the last review and establish goals for the next evaluation. The evaluation helps ensure that both the teacher and his/her administrator understand their respective roles in assisting and supporting the teacher to achieve his/her career goals.

Two Track System:

All teachers will be evaluated using a process of systematic appraisal of performance based on the Green Dot Standards for the Teaching Profession. There will be two available tracks depending on years of teaching experience and expertise as defined by the school site principal.

Track I is for newer teachers to the profession who need to focus on the Green Dot Standards for the Teaching Profession (GDSTPs).

Track II is for more experienced teachers who will focus more on professional growth. To be eligible for Track II, a teacher must have earned either "Meets Standard" or "Exemplifies Standard" on all GDSTPs. The two tracks are described in more detail on the following pages.

General Provisions:

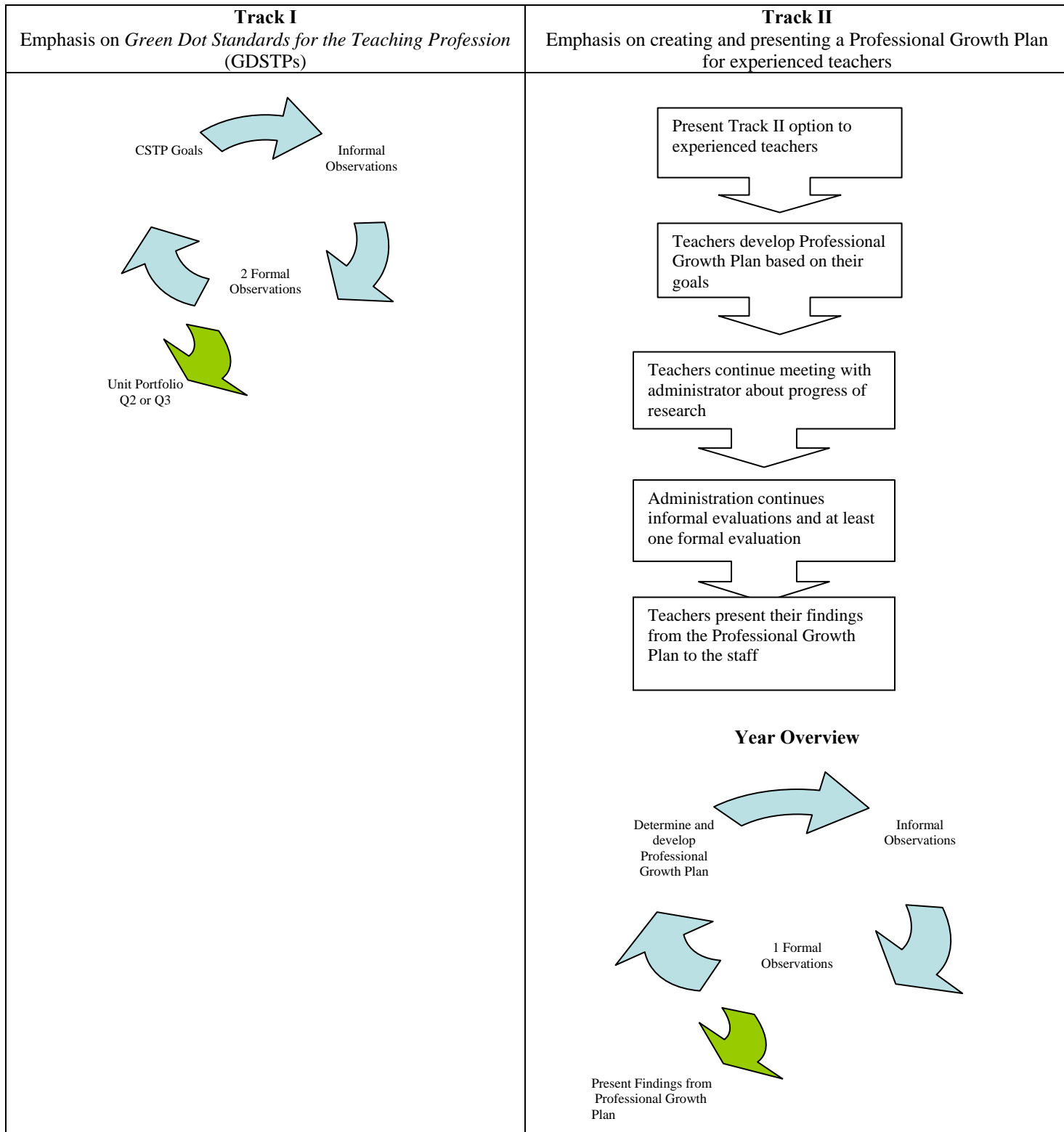
The following apply to all teachers on both Track I and Track II.

- By September 30 of each year, principals will hold an individual conference with each teacher to establish goals for that school year. Prior to this meeting, the principal will provide the teacher with copies of his/her evaluation documents for the year and expectations for the meeting. Focus areas may be changed or modified during the school year at the mutual discretion of the principal and teacher.
- Each teacher shall be observed informally a minimum of two times prior to each formal evaluation.
- Track I teachers will be formally evaluated twice each school year, the first time fifteen working days prior to the end of the first semester and the second fifteen working days prior to the end of the school year. Track II teachers will be evaluated once a year fifteen days prior to the end of the school year. Ten working days notice shall be given for a formal observation. Formal observations shall be preceded by a

pre-observation conference no less than three working days prior and followed by a post-observation conference within ten working days to review and sign the evaluation.

- All Track I teachers are required to complete the Unit Portfolio. The portfolio is for professional development. The Principal will give feedback within thirty days after the portfolio is submitted.
- All Track II teachers are required to complete the Professional Growth Plan.
- If during any teacher observation, an administrator determines that a teacher either does not meet or partially meets any of the standards defined by the Green Dot Standards for the Teaching Profession, a development plan may be created to help foster teacher growth.
- The **development plan** shall include the following:
 1. Areas of growth, where specific improvement is needed and supporting evidence;
 2. Specific suggestions for improvement;
 3. Resources to be utilized to assist with the improvement; and
 4. The means by which improvement will be measured.
- If, after a minimum of forty five working days has been given for the teacher to improve as specified in the development plan, and there is no evident progress based on the areas of growth identified in the development plan, a forty five school day improvement plan shall be developed.
- The **improvement plan** must include (but is not limited to):
 1. Areas of growth, where specific improvement is needed and supporting evidence;
 2. Specific recommendations for improvement;
 3. Resources provided to assist with the improvement;
 4. The means by which improved shall be measured; and
 5. A reasonable date for achieving the specified improvement(s).
- The principal will take affirmative action to give support to help the teacher correct any cited deficiencies. Such action shall include specific recommendations for improvement, direct assistance in implementing the recommendations, and adequate release time for the teacher to visit and observe similar classes in other Green Dot schools.
- Any teacher receiving a “practice does not meet standards” rating shall be given an improvement plan.
- In the event a teacher on an improvement plan has not improved their performance to meet the standard, Green Dot may terminate and/or not re-hire for the following year. In this case, the following procedures will apply:
 1. The teacher will be given written notice of the termination on or before April 15th of that school year;
 2. The notice shall include the reason for the action and notification of an opportunity to appeal, pursuant to Articles 4 and 5 of this Agreement.

Green Dot New York Charter School Teacher Evaluation System



Track I

Evaluation Process for 1st, 2nd, and 3rd Year Teachers

- ⇒ Focus on Green Dot Standards for the Teaching Profession (GDSTPs):
- ⇒ The number of years will be determined from the moment a teacher is hired at Green Dot.

Goal Setting focusing on GDSTPs	Goals will be set in all GDSTPs (<i>by Sept. 30th all teachers will have met with an administrator to review goals</i>)
Sequence:	
Semester 1	<ul style="list-style-type: none"> ○ Two (2) informal observations prior to Formal Observation ○ Formal observation (pre, obs, post) including one artifact from the lesson demonstrating/highlighting further achievement in the relevant GDSTPs of focus. <ul style="list-style-type: none"> ● <i>Pre-observation conference: Review goals and determine area(s) of focus for the Formal Observation.</i> ○ Formal Written Evaluation
Semester 2	<ul style="list-style-type: none"> ○ Two (2) informal observations prior to Formal Observation ○ Formal observation (pre, obs, post) including one artifact from the lesson demonstrating/highlighting further achievement in the relevant GDSTPs of focus. <ul style="list-style-type: none"> ● <i>Pre-observation Conference: Review goals and determine area(s) of focus for the Formal Observation.</i> ○ Formal Written Evaluation - no later than fifteen (15) working days prior to the end of the academic school year.
Unit Portfolio (<i>Recommended practice is Q2 or Q3 for completion</i>)	

Green Dot Standards for Teaching Profession
--

#1—Engaging & Supporting Students in Learning

Connecting students' prior knowledge, life experience and interests with learning goals
Using a variety of instructional strategies and resources to respond to students diverse needs
Facilitating learning experiences that promote autonomy, interaction, and choice
Engaging students in problem solving, critical thinking, and other activities that make subject matter meaningful
Promoting self-directed, reflective learning for all students

#2—Creating & Maintaining Effective Environments for Student Learning

Creating a physical environment that engages all students
Establishing a climate that promotes fairness and respect
Promoting social development and group responsibility
Establishing and maintaining standards for student behavior
Planning and implementing classroom procedures and routines that support learning
Using instructional time effectively

#3—Understanding and Organizing Subject Matter for Student Learning

Demonstrating knowledge of subject matter content and student development
Organizing curriculum to support student understanding of subject matter
Interrelating ideas and information within and across subject matter areas
Developing student understanding through instructional strategies that are appropriate to subject matter
Using materials, resources, and technologies to make subject matter accessible to students

#4—Planning Instruction & Designing Learning Experiences for All Students

Drawing on and valuing students' backgrounds, interests, and developmental learning needs
Establishing and articulating goals for student learning
Developing and sequencing instructional activities and materials for student learning
Designing short-term and long-term plans to foster student learning
Modifying instructional plans to adjust student needs

#5—Assessing Student Learning

Establishing and communicating learning goals for all students
Collecting and using multiple sources of information to assess student learning
Involving and guiding all students in assessing their own learning
Using results of assessing to guide instruction
Communicating with students, families, and other audiences about student progress

#6—Developing as a Professional Educator

Reflecting on teaching practice and planning professional development
Establishing professional goals and pursuing opportunities to grow professionally
Working with families, communities, and colleagues to improve professional practice
Balancing professional responsibility and maintaining motivation

Unit Portfolio - Track I

This portfolio is designed to give you the opportunity to showcase one of your best units. It will document progress towards achieving goals and your progress towards the Green Dot Standards for the Teaching Profession. In addition this portfolio will assist with the development of curriculum across grade levels, contents and build our school's collection of best units.

Guidelines

- Select a unit for your portfolio.
- Review your selected GDSTP's for focus.
- Collect lesson plans, standards, and samples of student work for reflection.
- Organize artifacts into categories identified below.
- Write reflections and answer questions.

The contents of this portfolio include:

-Description or timeline of where the unit fits into school year plan

-Reflection- prior to teaching the unit

Why did you choose this unit?

What do you hope to achieve?

How does this unit fit into your year of instruction or the bigger picture?

Do the skills being taught in this unit connect to the next unit?

-Outline of Unit

-Description of unit

-Essential questions

-Standards to be met

-Leadership standards to be met

-Measurable outcomes –

-Into/Through and Beyond lesson plans*

-Bibliography of resources

-Copies of student assignments/ rubrics

-Student work samples

-Reflection- after teaching the unit

Did the completion of this unit meet your goals? Did it go as you expected?

How would you address this unit in the future?

What recommendations do you have for someone to replicate this unit?

-Connection towards GDSTPs

Which GDSTPs were your selected focuses for the year?

What evidence of progress towards each GDSTP is reflected in your portfolio?

-Summary of Professional Development

Include a list or chart of professional development completed for the school year.

Unit Portfolio Feedback

Name of Teacher: _____

Date: _____

Name of Unit: _____

Feedback provided by: _____

Checklist and Comments:

☐ **Description or timeline of where the unit fits into school year plan**

☐ **Reflection Prior to Teaching the Unit**

- a. Why did you choose this unit?
- b. What do you hope to achieve?
- c. How does this unit fit into your year of instruction or the bigger picture?
- d. Do the skills being taught in this unit connect to the next unit?

Comments:

☐ **Outline of Unit**

- Description of unit
- Essential questions
- Standards to be met
- Leadership standards to be met
- Measurable outcomes (i.e. What should skills/knowledge should students take away from this unit? What assessments/projects/assignments were used to assess student learning)
- Into/ Through and Beyond lesson plans*
- Bibliography of resources
- Copies of student assignments/ rubrics
- Student work samples

Comments:

☐ **Reflections After Teaching the Unit**

- a. Did the completion of this unit meet your goals? Did it go as you expected?

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- b. How would you address this unit in the future?
- c. What recommendations do you have for someone to replicate this unit?

Comments:

- ☐ **Connection towards GDSTPs**
 - Which GDSTPs were your selected focuses for the year?
 - What evidence of progress towards each GDSTP is reflected in your portfolio?

Comments:

- ☐ **Summary of Professional Development**

Comments:

I have received and reviewed the comments on my Unit Portfolio.

Teacher Name

Date

Administrator Name

Date

As per Green Dot Teacher Evaluation System, you have the right to respond to this evaluation in writing within ten working days. This document and any attachments will be placed in your personnel file.

Track II

Evaluation Process for Experienced Teachers

This option is available for experienced teachers who have demonstrated mastery of the GDSTPs and who a principal feels can benefit from more varied growth opportunities.

The minimum requirements for a teacher to enter this track are:

- Teachers with less than four years of overall teaching experience who have completed three years of teaching within Green Dot.
- Teachers with at least four years of overall teaching experience who have completed at least one year of teaching within Green Dot.

Goals of Track II:

- To provide teachers with the opportunity to engage in their own development and to provide choices for how that development will take place.
- The purpose of this track is to provide a structured, supportive, and collaborative environment to promote professional learning that will enhance the teacher and school while enhancing student learning.

Elements of Track II:

- Teachers are formally assessed once a year by an administrator.
- No later than September 30, the administrator will present teachers with the following options for all “experienced teachers”:
 - o Continuing with a Track I Portfolio
 - o Collaborating with other Track II teachers to create an Action Research Group
 - o Develop an individual research project.
 - o Devote time to helping with an intervention team or similar program targeted to improve student achievement.
 - o Student Study Portfolio- focusing on a specific student or sub group.
 - o Assist in professional development programs.

**Teachers will submit their proposal for approval by October 31.

Professional Growth Plans:	Descriptions:
1. Action Research	<ul style="list-style-type: none">- Individual or group of teachers- Identify a problem and develop a workable solution- Gather information and analyze data to determine the effects of the intervention- Report data and share insight with faculty
2. Curriculum Development	<ul style="list-style-type: none">- Designing curriculum and analyze the impact on student learning- Deepening the curriculum—refocus curriculum to support engaging students in the work of the classroom, integrating into cross-curricular units, and developing new ways of better assessing students

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3. Instructional Strategies Implementation	<ul style="list-style-type: none">- Investigate particular strategies (cooperative learning, problem-based learning, inclusion activities, alternative classroom management techniques)- Implementation of strategy- Documentation and analysis of the effectiveness on student learning
4. Peer Consultation/Coaching	<ul style="list-style-type: none">- Training of teams of teachers to use clinical supervision to help professional growth and development of instructional practices
5. Professional Growth Portfolios	<ul style="list-style-type: none">- Collecting, displaying, and reflecting on a professional growth experience- Could also be a professional development event presented for site staff or across Green Dot
6. Structured Professional Dialogue-Study Groups-Support Teams	<ul style="list-style-type: none">- Small groups of teachers gather together regularly to hold focused discussions of a current development in education- Examine a school-based teaching or learning issue- Develop an individual or team-based professional development plan

Each Growth Task will be product based. The product may consist of a staff presentation, portfolio, report, etc. Each Track II teacher will need to complete a Project Component and Timeline Sheet prior to October 31st. Administrators will play a role in defining the product and establishing goals for the teacher. Administrators will also meet with teachers once a quarter to discuss development and progress of the Growth Task.

Considerations may be made for mentor teachers, department chairs, and grade level leaders. Teachers in these positions should be classified as Track II teachers by the time a school is in their 6th year of operation. The roles require extensive work and may be considered Growth Tasks. Work in these areas should be monitored by Administrators and the individuals involved should complete timeline and project component sheet.

Culminating Assessment:

At the end of the year teachers will reflect on their progress and achievements. Administrators will meet no later than 15 working days prior to the end of the academic school year with the teacher to share the feedback from the formal observations as well and discuss possibilities for next year.

Project Component Sheet can include:

- Project Description
- Goals of the Project
- Resources Needed
- Presentation format
- Indicators of Progress
- Timeline

Leaving Track II:

After a series of below standard informal observations, a Track II teacher may be reverted back to Track I if any of the GDSTP ratings do not meet the standard. In

addition, an administrator may at anytime move a teacher back to Track I at their discretion.

Professional Growth Plan – Track II

Teacher: _____

Subject: _____

What is the goal of your Professional Growth Plan?
What essential questions will guide your focus?
Describe how this will impact or improve student learning.
What format/ approach will be used?
What is the time line for your plan?
What methods/strategies will be used?
What are the indicators of progress ?
What resources/support are needed?

***Please refer to the Guidelines for Development for suggestions*

Teacher Signature: _____

Administrator signature: _____

Date: _____

Professional Growth Plan: Guidelines for Development

Professional Growth Plan Element	Suggestion
Goal	Individual, team, building, or district goals that result in the continuous improvement of student learning
Format	Working with an administrator, with peers, independently; multidisciplinary, grade level teams, department teams, or a combination of approaches.
Time line	Include anticipated starting date and length of plan
Methods/strategies	Action research, coaching, video taping, self-assessment, clinical supervision, mentoring, college courses, simulations, workshops, visitation days, conferences, classroom observations, teacher academies
Indicators of progress	Student work portfolios, videotapes of classes, peer observation, principal observation, parent responses, student responses, statistical measures, performance assessment, reflective journal entries, case study analysis, professional portfolios, benchmarks
Resources/support	Classroom materials, student materials, journals, workshops, resources, books, collegial time, appropriate technology, mentoring, collegial support, release time, administrative support

Professional Growth Plan – Track II
End of Project Reflection

Teacher:

Subject:

Project:

Highlight type of project completed.

Professional Growth Plans:	Descriptions:
1. Action Research	<ul style="list-style-type: none">- Individual or group of teachers- Identify a problem and develop a workable solution- Gather information and analyze data to determine the effects of the intervention- Report data and share insight with faculty
2. Curriculum Development	<ul style="list-style-type: none">- Designing curriculum and analyze the impact on student learning- Deepening the curriculum—refocus curriculum to support engaging students in the work of the classroom, integrating into cross-curricular units, and developing new ways of better assessing students
3. Instructional Strategies Implementation	<ul style="list-style-type: none">- Investigate particular strategies (cooperative learning, problem-based learning, inclusion activities, alternative classroom management techniques)- Implementation of strategy- Documentation and analysis of the effectiveness on student learning
4. Peer Consultation/Coaching	<ul style="list-style-type: none">- Training of teams of teachers to use clinical supervision to help professional growth and development of instructional practices
5. Professional Growth Portfolios	<ul style="list-style-type: none">- Collecting, displaying, and reflecting on a professional growth experience- Could also be a professional development event presented for site staff or across Green Dot
6. Structured Professional Dialogue-Study Groups-Support Teams	<ul style="list-style-type: none">- Small groups of teachers gather together regularly to hold focused discussions of a current development in education- Examine a school-based teaching or learning issue- Develop an individual or team-based professional development plan

Summary of Project:

Goals of Track II:

1. To provide teachers with the opportunity to engage in their own development and to provide choices for how that development will take place.

How did your project help you to develop as a teacher/leader?

2. The purpose of this track is to provide a structured, supportive, and collaborative environment to promote professional learning that will enhance the teacher and school while enhancing student learning.

How did your project help you to enhance your classroom instruction or the instruction of others at your school site or across Green Dot?

Questions for Reflection

1. Did you meet the goals of your project?
2. What insight was gained from your project about teaching practices and instruction?
3. How did others and you benefit from the project?
4. What are the areas of strength or areas for improvement that you have identified through your research/development?

Strengths

Areas of Improvement/Change

Counselor Evaluation

All counselors will be evaluated using a process of self-reflection and appraisal of performance based on the National Association for College Admission Counseling competencies.

The following apply to all counselors.

- By September 30 of each year, principals will hold an individual conference with each counselor to establish goals for that school year. Prior to this meeting, the principal will provide the counselor with copies of his/her evaluation documents for the year and expectations for the meeting. Focus areas may be changed or modified during the school year at the mutual discretion of the principal and teacher.
- Counselors shall be formally evaluated twice each school year, the first fifteen days prior to the end of the first semester and the second fifteen working days prior to the end of the school year.
- Counselor reflections will be submitted on a date mutually agreed upon by the counselor and administrator. Submission of reflections will be followed by a conference within ten working days to review and sign the evaluation.

Counselor Self-Reflection

Name of Counselor: _____

School Site: _____

Date: _____

Counselors will be evaluated once a semester. The following competencies were taken from the National Association for College Admission Counseling. These standards will be used to assess a counselor's effectiveness.

- Prior to the evaluation, a counselor will provide a rating for each indicator under each competency.
- In addition, the counselor will provide a written reflection on two competencies, one identified as a strength and one identified as an area for improvement.
- The evaluator will use the counselor's reflections as the evaluation is completed, and the counselor will have a meeting to discuss his/her evaluation, progress towards goals and next steps once the evaluation has been completed.

Competency 1:

The Possession and Demonstration of Exemplary Counseling and Communication Skills

Indicators:

- Assist students in developing a sense of awareness and self-worth through personal exploration and goal-setting.

1	2	3	4
Practice Does Not Meet Competency	Practice Partially Meets Competency	Practice Meets Competency	Practice Exemplifies Competency

- Possess individual and group counseling and communication skills.

1	2	3	4
Practice Does Not Meet Competency	Practice Partially Meets Competency	Practice Meets Competency	Practice Exemplifies Competency

- Recognize individual differences among students, including their aptitudes, intelligence, interests and achievements.

1	2	3	4
Practice Does Not Meet Competency	Practice Partially Meets Competency	Practice Meets Competency	Practice Exemplifies Competency

- Assist students and their families in addressing personal, social, and emotional concerns and problems that may impede their educational development.

1	2	3	4
Practice Does	Practice Partially	Practice Meets	Practice

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Not Meet Competency	Meets Competency	Competency	Exemplifies Competency
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- Demonstrate a mastery of communication skills that can be used in the following situations:
 - Counseling students and families
 - Disseminating information to students
 - Motivating and informing colleagues and associates
 - Making public and professional presentations

1 Practice Does Not Meet Competency	2 Practice Partially Meets Competency	3 Practice Meets Competency	4 Practice Exemplifies Competency
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- Demonstrate an ability to negotiate and move individuals and groups towards consensus and/or conflict resolution.

1 Practice Does Not Meet Competency	2 Practice Partially Meets Competency	3 Practice Meets Competency	4 Practice Exemplifies Competency
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- Establish productive linkages with college admission representatives.

1 Practice Does Not Meet Competency	2 Practice Partially Meets Competency	3 Practice Meets Competency	4 Practice Exemplifies Competency
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- Recognize non-verbal indicators and cues and be able to bring crisis situations to a reasonable solution

1 Practice Does Not Meet Competency	2 Practice Partially Meets Competency	3 Practice Meets Competency	4 Practice Exemplifies Competency
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Competency 2:

The Ability to Understand and Promote Student Development and Achievement

Indicators:

- Possess knowledge of the psychology of children and young adults and their developmental and learning needs.

1 Practice Does Not Meet Competency	2 Practice Partially Meets Competency	3 Practice Meets Competency	4 Practice Exemplifies Competency
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- Assist students in the assessment of their individual strengths and weaknesses as they relate to academic achievement and postsecondary planning.

1 Practice Does Not Meet Competency	2 Practice Partially Meets Competency	3 Practice Meets Competency	4 Practice Exemplifies Competency
---	---	-----------------------------------	---

- Demonstrate the ability to counsel students in understanding the full range of educational and career options open to them and the requirements needed.

1 Practice Does	2 Practice Partially	3 Practice Meets	4 Practice
--------------------	-------------------------	---------------------	---------------

Green Dot New York Charter School Teacher Evaluation System

Not Meet Competency	Meets Competency	Competency	Exemplifies Competency
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- Collaborate with teachers, administrators, and other educators in ensuring that appropriate educational experiences are provided that will allow all students to achieve success in their postsecondary pursuits.

1 Practice Does Not Meet Competency	2 Practice Partially Meets Competency	3 Practice Meets Competency	4 Practice Exemplifies Competency
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Competency 3:

The Ability to Facilitate Transitions and Counsel Students Toward the Realization of their Full Educational Potential

Indicators:

- Provide information appropriate to the particular educational transitions (middle school to high school, high school to college) and assist students in understanding the relationship that their curricular experiences and academic achievements will have on subsequent educational opportunities.

1 Practice Does Not Meet Competency	2 Practice Partially Meets Competency	3 Practice Meets Competency	4 Practice Exemplifies Competency
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- Demonstrate the ability to counsel students during times of transition, separation and heightened stress.

1 Practice Does Not Meet Competency	2 Practice Partially Meets Competency	3 Practice Meets Competency	4 Practice Exemplifies Competency
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- Possess and demonstrate an understanding of the current admission requirements, admission opportunities, and application procedures employed by colleges and universities.

1 Practice Does Not Meet Competency	2 Practice Partially Meets Competency	3 Practice Meets Competency	4 Practice Exemplifies Competency
---	---	-----------------------------------	---

- Assist students in understanding the admission process and how colleges, universities, and other postsecondary institutions make admission decisions. This should include information about the relative importance of the following:

- Student achievement in college preparatory courses
- Class rank
- Admission test scores
- Counselor/teacher recommendations
- Essays or writing samples
- Interviews
- Work/extracurricular activities

1 Practice Does Not Meet Competency	2 Practice Partially Meets Competency	3 Practice Meets Competency	4 Practice Exemplifies Competency
---	---	-----------------------------------	---

- Develop a counseling network and provide tools and materials for use by students in personalizing the exploration of postsecondary education opportunities. For example:

- Individual and group college guidance sessions for students and parents
- Computerized guidance information systems
- Workshops on topics such as test taking, application procedures, and financial aid
- College fairs and college days/nights
- College and career resources centers and libraries
- High school visits by college representatives

1	2	3	4
Practice Does Not Meet Competency	Practice Partially Meets Competency	Practice Meets Competency	Practice Exemplifies Competency

- Establish linkages with departing students and alumni so they will feel welcome to return for continued assistance and/or to share their transition experience.

1	2	3	4
Practice Does Not Meet Competency	Practice Partially Meets Competency	Practice Meets Competency	Practice Exemplifies Competency

- Assist students and their parents in understanding the costs of postsecondary education, the various forms of financial aid, and how they may access assistance. This information should include the following:

- Student assistance application procedures
- Grants, scholarship, and loans
- Work-study programs
- Financial planning programs
- Other sources of financial assistance

1	2	3	4
Practice Does Not Meet Competency	Practice Partially Meets Competency	Practice Meets Competency	Practice Exemplifies Competency

Competency 4:

The Ability to Recognize, Appreciate, and Serve Cultural Differences and the Special Needs of Students and Families

Indicators:

- Demonstrate an awareness of sensitivity to the unique social, cultural and economic circumstance of students and their racial/ethnic, gender, age and physical learning differences.

1	2	3	4
Practice Does Not Meet Competency	Practice Partially Meets Competency	Practice Meets Competency	Practice Exemplifies Competency

Green Dot New York Charter School Teacher Evaluation System

- Possess and demonstrate the counseling and consulting skills that will facilitate informed and responsive action to the cultural differences and special needs of students.

1	2	3	4
Practice Does Not Meet Competency	Practice Partially Meets Competency	Practice Meets Competency	Practice Exemplifies Competency

- Acquaint students with the school-based and outreach services and support systems designed to address their unique educational needs.

1	2	3	4
Practice Does Not Meet Competency	Practice Partially Meets Competency	Practice Meets Competency	Practice Exemplifies Competency

- Seek to improve and extend services to underserved students, especially those who are underrepresented among postsecondary education institutions.

1	2	3	4
Practice Does Not Meet Competency	Practice Partially Meets Competency	Practice Meets Competency	Practice Exemplifies Competency

Competency 5:

The Demonstration of Appropriate Ethical Behavior and Professional Conduct in the Fulfillment of Roles and Responsibilities

Indicators:

- Recognize the interests and well-being of the student as paramount in the counseling relationship.

1	2	3	4
Practice Does Not Meet Competency	Practice Partially Meets Competency	Practice Meets Competency	Practice Exemplifies Competency

- Represent individual students, as well as their institutions, honestly, openly, and in accordance with accepted professional standards and protocol.

1	2	3	4
Practice Does Not Meet Competency	Practice Partially Meets Competency	Practice Meets Competency	Practice Exemplifies Competency

- Demonstrate a knowledge of the school's particular educational philosophy and mission and develop a personal professionally philosophy consistent with this objective.

1	2	3	4
Practice Does Not Meet Competency	Practice Partially Meets Competency	Practice Meets Competency	Practice Exemplifies Competency

- Engage in appropriate professional development and continuing education experiences to maintain the highest possible level of professional knowledge and skills

1	2	3	4
Practice Does Not Meet Competency	Practice Partially Meets Competency	Practice Meets Competency	Practice Exemplifies Competency

Competency 6:

The Ability to Develop, Collect, Analyze and Interpret Data

Indicators:

- Establish effective systems for conveying important data and information about students between educational levels.

1	2	3	4
Practice Does Not Meet Competency	Practice Partially Meets Competency	Practice Meets Competency	Practice Exemplifies Competency

- Understand the proper administration and uses of standardized tests and be able to interpret test-related data to students, parents, educators, institutions and the public. These tests should include, but not limited to the following:

- America College Test (ACT)
- Preliminary Scholastic Aptitude Test (PSAT)
- National Merit Scholarship Qualifying Test (NMSQT)
- Scholastic Aptitude Test (SAT I)
- SAT II
- Advanced Placement Test
- Career/vocational aptitude and interest instruments
- Tests of learning disabilities
- State/institutional tests (as applicable)

1	2	3	4
Practice Does Not Meet Competency	Practice Partially Meets Competency	Practice Meets Competency	Practice Exemplifies Competency

- Understand how individual and group data and statistics are used in building class and institutional profiles and constructing student transcripts.

1	2	3	4
Practice Does Not Meet Competency	Practice Partially Meets Competency	Practice Meets Competency	Practice Exemplifies Competency

- Understand and interpret forms and data-driven documents that are a part of the admission and financial aid processes.

1	2	3	4
Practice Does Not Meet Competency	Practice Partially Meets Competency	Practice Meets Competency	Practice Exemplifies Competency

- Free Application for Federal Student Aid

1	2	3	4
Practice Does Not Meet Competency	Practice Partially Meets Competency	Practice Meets Competency	Practice Exemplifies Competency

- College Scholarship Service/ Financial Aid Profile

1	2	3	4
Practice Does	Practice Partially	Practice Meets	Practice

Green Dot New York Charter School Teacher Evaluation System

Not Meet Competency	Meets Competency	Competency	Exemplifies Competency
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- State and local scholarship forms/award letters

1 Practice Does Not Meet Competency	2 Practice Partially Meets Competency	3 Practice Meets Competency	4 Practice Exemplifies Competency
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- Use historical application admission patterns and trends to assist students in gauging the appropriateness of their applications to particular colleges or universities.

1 Practice Does Not Meet Competency	2 Practice Partially Meets Competency	3 Practice Meets Competency	4 Practice Exemplifies Competency
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Competency 7:

The Demonstration of Advocacy and Leadership in Advancing the Concerns of Students

Indicators:

- Advocate for the educational needs of students and work to ensure that these needs are addressed at every level of the school experience.

1 Practice Does Not Meet Competency	2 Practice Partially Meets Competency	3 Practice Meets Competency	4 Practice Exemplifies Competency
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- Providing training, orientation and assistance to faculty, administrators and staff to assist them in responding the educational development and pre-college guidance and counseling needs of students.

1 Practice Does Not Meet Competency	2 Practice Partially Meets Competency	3 Practice Meets Competency	4 Practice Exemplifies Competency
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- Provide assistance to parents and families so that they will provide an informed and supportive environment in which students can become effective learners and achieve success in the pursuit of appropriate educational goals.

1 Practice Does Not Meet Competency	2 Practice Partially Meets Competency	3 Practice Meets Competency	4 Practice Exemplifies Competency
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- Understand the political issues and climate of the school or college and work to improve and extend programs and services that strengthen the educational experiences of all students.

1 Practice Does Not Meet Competency	2 Practice Partially Meets Competency	3 Practice Meets Competency	4 Practice Exemplifies Competency
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Competency 8:

The Ability to Organize and Integrate the Pre-college Guidance and Counseling Component into the Total School Guidance Program

Indicators:

- Promote the availability of a continuum of guidance and counseling experiences for all students addressing the pre-college guidance and counseling process at all levels.

1	2	3	4
Practice Does Not Meet Competency	Practice Partially Meets Competency	Practice Meets Competency	Practice Exemplifies Competency

- Conduct appropriate planning, design, research, and evaluation activities to ensure that all pre-college guidance and counseling services are maintained at an effective and relevant level.

1	2	3	4
Practice Does Not Meet Competency	Practice Partially Meets Competency	Practice Meets Competency	Practice Exemplifies Competency

Competency Reflections:

Select two competencies (one identified as a strength and one identified as an area of growth) and provide a written reflection on your ratings for the semester. Provide concrete examples to support your reflections and ratings. In addition, a counselor may choose to attach artifacts that support their ratings. Counselor data from school surveys should be referenced if available.

Appendix C:
Performance Evaluation Process for Teachers Assistants
School Assistants, and School Secretaries/Office Managers



Employee Name _____ Manager _____
 Position _____ Evaluation Period _____ to _____
 School / Dept _____ Date _____

Rate each item within each section using the rating system. Then, based on these ratings, determine the overall rating for each section. Section ratings will provide the basis for the Overall Rating. Please use 'N/A' if the category is not applicable.		Unsatisfactory Needs Improvement Satisfactory Very Good Outstanding Not Applicable U NI S VG O N/A						Use the space below to describe employee's strengths and weaknesses. Ratings of Unsatisfactory, Needs Improvement or Outstanding must be <u>substantiated by comments</u> . Indicate if a work plan will be developed.
1. PRODUCTIVITY								
	Amount of work performed							
	Completion of duties and responsibilities							
	Overall Productivity							
2. QUALITY								
	Accuracy/Thoroughness							
	Verbal/ Written expression							
	Demonstrates initiative							
	Overall Quality							
3. WORK HABITS								
	Attendance/Punctuality							
	Compliance with Green Dot/school site policies and procedures							
	Effective planning and organization of work							
	Effective time management							
	Dependable & follows up on assignments							
	Overall Work Habits							
4. EFFECTIVE RELATIONS								
	Effective work relations with coworkers							
	Develops productive relationships with Home Office staff and students							
	Internal/External communications							
	Overall Effective Relations							
5. ADAPTABILITY								
	Performance in new situations							
	Performance in crisis situations or with unexpected demands							
	Performance with minimal instructions							
	Exercises independent judgment as required							
	Overall Adaptability							
6. MANAGERIAL ABILITY		Team Lead		Supervisor				
	Planning and assigning							
	Training and instructing							
	Evaluating performance of staff							
	Individual Leadership							
	Fairness and impartiality							
	Approachability & availability to staff							
	Ability to work within identified parameters of the department							
	Strategic leadership							
	Overall Managerial Ability							
OVERALL EVALUATION		U	NI	S	VG	O	N/A	

Note: Additional comments should be attached.

Appendix C:
Performance Evaluation Process for Teachers Assistants
School Assistants, and School Secretaries/Office Managers



This report is based on my observation and/or knowledge. It represents my best judgment of the employee's performance.

This report has been discussed with me. My signature acknowledges receipt of review only.

Supervisor Signature

Date

Employee Signature

Date

Rating Definitions

Use the following performance criteria to rate the employee's performance.

U – Unsatisfactory

Performance is below minimum acceptable standards and expectations and does not meet the demands placed upon his/her position. A workplan with specific milestones and a timetable is required for immediate improvement and continuing employment. Employees with an overall rating of Unsatisfactory are not eligible for merit increases.

NI - Needs Improvement

Performance meets only the minimum standards, and is below that of similarly classified employees in the company. Improvement is expected and needed through developing a workplan with specific milestones and a timetable. Experienced employees performing at this level are not eligible for merit increases.

S - Satisfactory

Performance fully meets standards and expectations, and is AVERAGE when measured against similarly classified employees. Employees with an overall rating of Satisfactory are not eligible for merit increases. A general workplan may be developed to facilitate improvement.

VG – Very Good

Performance EXCEEDS expectations and demands of the job, and is at a higher level than that of most other employees in the same position. Employees with an overall rating of Very Good are eligible for merit increases according to Green Dot guidelines.

O - Outstanding

Performance SIGNIFICANTLY and CONSISTENTLY EXCEEDS expectations and demands of the job, and is markedly superior to that of similarly classified employees. Employees with an overall rating of Outstanding are eligible for merit increases according to Green Dot guidelines.

N/A – Not Applicable

Performance Criteria does not apply to this position.

Appendix C:
Performance Evaluation Process for Teachers Assistants
School Assistants, and School Secretaries/Office Managers



Performance Factor Definitions

Productivity
Amount of work performed: Defined by high productivity vs. low productivity. Handles workload efficiently and effectively and achieves production goals for self and/or staff.
Completion of duties and responsibilities: Completes work and projects on schedule. Demonstrates responsible handling of duties and deadlines. Diligent in completing work with minimal reminders.

Quality
Accuracy/Thoroughness: The thoroughness, accuracy, neatness and acceptability of the work completed. Pays attention to detail and maintains high standard of quality of work. Learns from previous mistakes.
Verbal/Written expression: Maintains a high standard of verbal/written communication. Able to successfully convey ideas and writes reports and memos which are clear and useful.
Demonstrates initiative: Demonstrated willingness to be proactive and make significant contributions with minimal direction. Seeks out new challenges and responsibilities.

Work Habits
Attendance/Punctuality: Overall attendance and adherence to work schedules, office hours and meeting requirements is acceptable. Follows protocols regarding attendance.
Compliance with Green Dot/School site policies and procedures: Adheres to established organizational and departmental protocols.
Effective planning and organization of work: Effectively manages assignments through setting of strategies and goals. Anticipates, identifies and takes action on problems. Demonstrates ability to track materials and work.
Effective time management: Manages priorities and time effectively. Puts in extra time and effort as needed when meeting deadlines and completing assignments.
Dependable and follows up on assignments: Being thorough in following through on assignments and projects in a reliable, trustworthy and timely manner.

Effective Relations
Effective work relations with coworkers: Contributes to a positive working environment. Manages conflicts and seeks resolution. Willingly helps and provides resources. Participates in joint goals and projects.
Develops productive relationships with Home Office and students: Establishes positive work relationships with stakeholders. Demonstrates ability to create and achieve desired outcomes.
Internal/External communications: Presents professional image internally and externally. Supports positive work relations.

Adaptability
Performance in new situations: Willing to try new concepts/techniques and quickly grasps essential elements of new assignments. Demonstrates flexibility.
Performance in crisis situations or with unexpected demands: Assesses situation and takes appropriate actions. Willing to modify approaches in dealing with different situations and different persons. Demonstrates problem-solving abilities.
Performance with minimal instructions: Able to determine course of action with minimal directions. Provides recommendations and operates within structural and budgetary parameters of the organizations.
Exercises independent judgment as required: Uses knowledge, experience, common sense and ethical standards to respond to varied situations. Weighs options and consequences before choosing a course of action in problem-solving.

Appendix C:
Performance Evaluation Process for Teachers Assistants
School Assistants, and School Secretaries/Office Managers



Managerial Ability
Planning and assigning: Plans, organizes, delegates and supervises effectively. Assesses resources and provides sound leadership/guidance. Ensures smooth transition of work, products or responsibilities between staff.
Training and Instructing: Provides training and requisite instruction to employees. Develops appropriate training materials and resources.
Evaluating performance of staff: Gives timely and constructive feedback to employees. Ensures accountability of each employee in following Green Dot protocols, policies and procedures. Escalates issues when necessary and monitors issues with appropriate documentation.
Individual Leadership: Leads by example. Takes informed risks. Stretches for higher levels of performance. Able to determine pros and cons and make the most appropriate decisions within parameters of authority.
Fairness and impartiality: Promotes respect, honesty, integrity and fairness to all in the development of teams and employees within the unit.
Approachability and availability to staff: Promotes two-way communication and is accessible to staff when needed. Champions change.
Ability to work within identified parameters of the department: Able to work within departmental processes. Looks at overall system and provides suggestions on how to improve it.
Strategic leadership: Creates and achieves desired outcomes and goals through influence on organizational values, individual and group goals, processes and procedures. Develops and implements strategies.